

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES

REQUEST FOR PROPOSALS
Vendor Fiscal/Employer Agent and Financial
Management Services

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Contents

I. PURPOSE AND INTENT2

II. BACKGROUND AND POPULATION TO SERVE5

III. DEFINITIONS5

IV. WHO CAN APPLY?10

V. SCOPE OF WORK11

VI. GENERAL CONTRACTING INFORMATION74

I. Purpose and Intent

This Request for Proposals (RFP) is issued by the New Jersey Department of Human Services (DHS), Division of Developmental Disabilities (DDD). The purpose of this RFP is to solicit quotes for a contractor to act as a Vendor Fiscal/Employer Agent (VF/EA) and provide Financial Management Services (FMS) for individuals (participants) who are enrolled in DDD programs that allow participants to hire caregiver employees (participant employees) and use individualized budgets to purchase goods and services from a variety of sole proprietors and businesses. These services are authorized in the participants' plans of care based on federal and state program rules administered by DDD. DDD currently contracts with a vendor to provide these services directly to the participants, subject to DDD oversight.

The contractor will be responsible for two distinct functions that are essential for participant access to services. First, the contractor acts as the participant's employer agent. The contractor's VF/EA function allows participants to hire, train and manage participant employees. The contractor establishes each participant (or their designee) as an individual participant employer and itself as the employer agent. The contractor is responsible for all administrative and compliance functions, such as participant employee onboarding and background checks, obtaining individual participant employer workers compensation policies, collecting service documentation from participant employees, documenting participant employer approval of timesheets, processing payroll, administering participant employee leave time, filing participant employer tax returns, withholding and paying taxes, complying with labor laws, and maintaining all participant employer and employee records.

Second, as a provider of FMS, the contractor makes payment to authorized individuals and vendors that provide goods and services. Goods and services are approved by DDD and may include payments for commodities, such as technology, or classes, such as education, to support and improve participant independence in community living. The vendor is responsible for making these payments and issuing all required documentation, such as an I.R.S. Form 1099-Misc.

These participant and administrative services are funded through the State of New Jersey's Home and Community-Based Medicaid waiver program and the contractor is required to enroll as the Medicaid service provider with the Medicaid Management Information System (MMIS). The contractor is required to provide, maintain and use its own working capital to make payments to participant employees and goods and services providers. The contractor will be reimbursed by submitting claims for Medicaid services to the MMIS using the prior authorizations generated by participant plans of care. As the Medicaid provider, the contractor is liable for audit or other recoveries caused by improperly submitted or documented claims. The contractor is separately paid for its administrative services as a Medicaid provider, which also requires submitting service claims to the MMIS.

In summary, this RFP seeks a qualified contractor with the knowledge, experience, resources, and infrastructure to effectively deliver FMS that enable individuals receiving DDD services to self-direct some or all of their services, including but not limited to:

1. Implementing and managing DDD's VF/EA self-direction model as a service option for individuals enrolled in the §1115(a) Home and Community-Based Services Medicaid waiver programs – currently

the Supports Program and Community Care Program – administered by DDD within the NJ FamilyCare §1115 Comprehensive Demonstration Waiver.

2. Performing financial functions for participants and staff hired by participants, including, but not limited to:
 - a. Enrolling participants (or their Authorized Representative) as the Employer of Record, which includes obtaining a Federal Employer Identification Number (FEIN) and workers' compensation policy;
 - b. Providing participant employer orientation to participants (or their Authorized Representative);
 - c. Enrolling participant employees selected by the participant to provide services;
 - d. Providing instructions to potential participant employees about fingerprinting, drug testing, Child Abuse Record Information checks and all other mandatory pre-employment screenings and background checks;
 - e. Receiving and managing results of all participant employee screenings in a timely manner to ensure participant protection and compliance with all laws, regulations and program policies;
 - f. Maintaining a personnel file for the participant employee that shall include, at a minimum but not limited to: a resume, documentation of permanent residential address, documentation that the employee is at least 18 years of age, documentation that required trainings are complete, and a driver's license if the employee will be transporting the participant. Additionally, a copy of the results of the criminal background, Child Abuse Registry Information (CARI), and Central Registry of Offenders Against Individuals with Developmental Disabilities checks.
 - g. Processing payroll in the manner and within the timeframes established by law;
 - h. Withholding and paying all state and federal income taxes, unemployment insurance, and all other employer payments and obligations; and
 - i. Tracking participant employee compliance with DDD-mandated staff trainings and issuing participant employee payments upon training completion.
3. Performing financial functions for participants and goods and services providers, including, but not limited to:
 - a. Enrolling and providing orientation for vendors selected by participants to provide goods or services;
 - b. Processing vendor invoices;
 - c. Issuing timely vendor payments; and
 - d. Issuing all required documentation to vendors.
4. Having the financial capability to advance funds to pay participants' workers and vendors within established timeframes using the contractually-required working capital and line-of-credit cash balances, which shall be maintained throughout the entire term of the contract. In addition, the contractor must be able to demonstrate the ability to possess a dedicated checking account with at least \$3 million dollars to fund all contractor expenses while reimbursement from MMIS claims is pending. **The bidder must be fiscally viable based upon DDD's assessment of its most recent audited financials. NOTE: If in DDD's sole discretion, a bidder is determined to be insolvent or to present insolvency within the twelve (12) months after bid submission, DDD will deem the proposal ineligible for contract award.**

The following summarizes the anticipated RFP schedule:

<i>Date</i>	<i>Action</i>	<i>Notes</i>
<i>August 14, 2023</i>	Notice of Funding Availability	
<i>August 28, 2023</i>	Deadline for prospective bidders to submit questions to DDD.RFP@DHS.NJ.GOV	All questions received, along with answers, will be at https://www.state.nj.us/humanservices/providers/grants/rfprfi/index.html
<i>September 25, 2023</i>	Deadline for receipt of proposals	Proposals must be submitted to DDD.RFP@DHS.NJ.GOV no later than 5 pm ET. Complete proposals shall include a single PDF of all required documents (see Proposal Instructions, below) along with a completed price sheet.
<i>October 18, 2023</i>	Preliminary award announcement	
<i>November 1, 2023</i>	Appeal Deadline	
<i>November 8, 2023</i>	Final award announcement	
<i>November 15, 2023</i>	Anticipated contract start date	

II. Background and Population to Serve

About 25,000 individuals receive services through DDD's Supports Program and Community Care Program. Although all of these individuals are eligible to use FMS services, only a subset choose to hire participant employees and/or purchase goods and services. FMS participants have the option to choose between two service models, the VF/EA model subject to this procurement or a separate Agency with Choice model. Enrollment figures are provided for both models to assist potential bidders in understanding the volume that needs to be supported. However, there is no guaranteed level of enrollment or payment – the contractor is required to operate the program at any level of enrollment.

<u>Program Measure</u>	<u>Vendor Fiscal/Employer Agent</u>	<u>Agency with Choice</u>
Participants	8,904	509
Participant Employees enrolled	4,871	796
Participant Employees paid per month	3,750	1,501
Average monthly disbursement	\$11,190,902.42	\$1,981,404.83
Vendor paid per month	404	33
Average monthly disbursement	\$3,719,379.80	\$62,365.33
Average monthly total	\$14,910,282.22	\$2,043,770.16

III. Definitions

Using Agency Specific Definitions/Acronyms

Definitions below may not all appear in this Bid Solicitation, but may be relevant to the scope of work, and future work under this Bid Solicitation.

Authorized Representative – In the Vendor Fiscal/Employer model of self-direction, an individual participant may assign another person as an Authorized Representative, to talk with the fiscal intermediary on their behalf and/or assume some the Employer of Record responsibilities.

Automated Clearing House (ACH) – Nationwide batch-oriented electronic funds transfer system operated by the Federal Reserve and Electronics Payments Network and governed by National ACH Association (NACHA) operating rules, which provide for the interbank clearing of electronic payments for participating depository financial institutions.

Budget – A dollar amount allocated annually to an individual receiving DDD services that is based on their assessed support needs.

Centers for Medicare and Medicaid Services (CMS) – A federal agency within the U.S. Department of Health and Human Services.

Central Registry of Offenders Against Individuals with Developmental Disabilities – Information on the Registry is available at: www.nj.gov/humanservices/staff/opia/central_registry.html

Community Care Program (CCP) – A §1115(a) Home and Community-Based Services Medicaid waiver program administered by DDD within the NJ FamilyCare Comprehensive Demonstration Waiver.

Contract – This RFP, any addendum to this RFP, the DHS Standard Language Document and the bidder’s proposal submitted in response to this RFP, as accepted by DHS.

Contractor – The bidder awarded a contract resulting from this RFP.

Division of Developmental Disabilities (DDD) – The Community Care Program (CCP) and the Supports Program (SP), which include the services subject to this procurement, are administered by DDD.

Director – The Assistant Commissioner of the Division of Developmental Disabilities.

Department of Human Services (DHS) – The agency in the State of New Jersey that contains the operating divisions which administer this program and the State’s Medicaid program.

Department of Labor and Workforce Development (DOLWD) – The agency in the State of New Jersey that is responsible for administering State unemployment, disability and family leave insurance programs.

Division Circular #14 – Document created and maintained by the Division of Developmental Disabilities defining “Reporting Unusual Incidents” and the mechanism for reporting such incidents. The circular is located at: www.nj.gov/humanservices/ddd/assets/documents/circulars/DC14.pdf.

Electronic Visit Verification (EVV) – An electronic, web-based system that verifies when provider visits occur by documenting the precise time services begin and end. It ensures that people receive their authorized services.

Employer of Record (EOR) – In the Vendor Fiscal / Employer Agent model of self-direction, an individual participant or a designee is the common law employer of record and must obtain an Employment Information Number (EIN). The EOR is responsible for hiring, dismissing, training, and managing the Self-Directed Employee.

Federal Insurance Contribution Act (FICA) – Includes both Medicare and Social Security Taxes.

Health Insurance Portability and Accountability Act of 1996 (HIPAA) – A statute enacted by the U.S. Congress on August 21, 1996. Pub.L. 104-191 Stat. 1936.

Individualized Service Plan (ISP) – A plan that is developed based on a participant’s assessed needs, identifies the individual’s outcomes, and describes the services needed to assist the individual in attaining the documented outcomes.

iRecord – An electronic health record (EHR) system created by DDD to manage Supports Program and Community Care Program needs, including but not limited to, creation/approval of Individual Service Plans (ISPs), quality assurance tracking, assessments, prior authorizations, expenditures, case management, and analytics.

Issue Tracking System – A computer software package or application, generally used in collaborative settings, that manages and maintains lists of issues.

Medicaid Fiscal Agent – Contracted vendor with responsibility for the processing and payment of associated claims.

Medicaid Management Information System (MMIS) – Information technology platform and system primarily responsible for the electronic processing and payment of Medicaid and other benefits program claims, and currently operated by the Medicaid Fiscal Agent.

Medicaid State Plan (State Plan) – An agreement between a state and the Federal government describing how that state administers its Medicaid and Children’s Health Insurance Programs (CHIP). It gives an assurance that a state will abide by Federal rules and may claim Federal matching funds for its program activities. The State Plan sets out groups of individuals to be covered, services to be provided, methodologies for providers to be reimbursed and the administrative activities that are underway in the state.

Medicaid Waiver Program (Waiver Program) – Programs administered through the NJ FamilyCare §1115 Comprehensive Medicaid Demonstration Waiver that enroll eligible individuals and provide access to program-specific services.

Participant – An individual enrolled in one of DDD’s Medicaid waiver programs specified in this Bid Solicitation.

Participant-Directed (Self-Directed, Self-Direction) – An approach to service delivery that affords participants choice and control over the services they receive, and the individuals and vendors that provide the services.

Participant Employee – An individual service provider hired by a participant or their Authorized Representative.

Per Member/ Per Month (PMPM) – An all-inclusive unit rate the contractor is paid to provide services to all participants in a specific program on a monthly basis.

Project – The undertaking or services that are the subject of this contract.

Provider – Individual or entity qualified as a provider of services pursuant to the approved Medicaid waiver criteria and providing authorized services to a participant.

Service Detail Report (SDR) – A report generated by iRecord when a service is added to a participant’s service plan, which identifies the service details, rates, and unit distribution necessary for the provider, participant employee or vendor to appropriately deliver and claim for services.

Secure File Transfer Protocol (SFTP) – A network protocol for secure server-to-server file transfer.

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

Should – Denotes that which is recommended, not mandatory.

State – State of New Jersey.

State Contract Manager (SCM) – The individual assigned by the Assistant Commissioner of the Division of Developmental Disabilities that is responsible for managing the Contract and overseeing the contract performance.

Subcontractor – An entity having an arrangement with a State contractor, where by the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

Support Coordination – A service provided to participants by a dedicated Support Coordinator to assist a participant to develop their Plan of Care, and to monitor the successful implementation/ operation of the Plan on an ongoing basis.

Supports Program – An §1115(a) Home and Community Based-Services Medicaid waiver program administered by DDD within the NJ FamilyCare Comprehensive Demonstration Waiver.

Task – A discrete unit of work to be performed.

Transaction – The payment or remuneration to the contractor for services rendered or products provided to the State pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

Unit – A pre-defined increment of service delivery (e.g., 15-minutes, hourly, per mile).

Using Agency[ies] – A State department or agency, a quasi-State governmental entity, or a Cooperative Purchasing Program participant, authorized to purchase products and/or services under a contract procured by the Division.

Vendor Fiscal/Employer Agent (VF/EA) – A business model whereby a program participant (or their Authorized Representative) acts as the employer of record and exercises authority over the design, schedule and staffing of support services; and the VF/EA Financial Management Services Agency assists the employer/designated representative with payroll and tax withholding, filing and payment functions.

Medicaid Waiver Program Service Definitions

Below are definitions of Medicaid waiver services, which are available to DDD participants based on their assessed needs and as identified in the DDD Supports Program and Community Care Program Policies and Procedures Manuals and that may be billed and paid through DDD's contracted Financial Management Services agency[ies].

Assistive Technology – Assistive technology device means an item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve functional capabilities of participants. Assistive technology service means a service that directly assists a participant in the selection, acquisition, or use of an assistive technology device.

Community-Based Supports – A one-to-one service that provides direct support and assistance for participants, with or without the caregiver present, in or out of the participant's residence, to achieve and/or maintain the outcomes of increased independence, productivity, enhanced family functioning, and inclusion in the community, as outlined in their service plan.

Community Transition Services – Non-recurring set-up expenses for individuals who are transitioning from an institutional or another group living arrangement to a less restrictive living arrangement or a private residence where the person is directly responsible for his or her own living expenses. Allowable expenses are those necessary to enable a person to establish a basic household that do not constitute room and board.

Environmental Modifications – Those physical adaptations to the private residence of the participant or the participant's family, based on assessment and as required by the participant's service plan, that are necessary to ensure the health, welfare and safety of the participant or that enable the participant to function with greater independence in the home.

Goods and Services – Services, equipment or supplies, not otherwise provided through generic resources, the Supports Program or Community Care Program, or through the State Plan, which address an identified need (including improving and maintaining the participant's opportunities for full membership in the community) and meet the following requirements: the item or service would decrease the need for other Medicaid services; and/or promote inclusion in the community; and/or increase the participant's safety in the home environment; and, the participant does not have the funds to purchase the item or service or the item or service is not available through another source.

Individual Supports – A service that provides direct support and assistance for participants, with or without the caregiver present, in or out of the participant's residence, to achieve and/or maintain the outcomes of increased independence, productivity, enhanced family functioning, and inclusion in the community, as outlined in their service plan.

Interpreter Services – Service delivered to a participant face-to-face to support them in integrating more fully with community-based activities or employment. Interpreter services may be delivered in a participant's home or in a community setting. For language interpretation, the interpreter service must be delivered by an individual proficient in reading and speaking in the language in which the participant speaks.

Natural Supports Training – Training and counseling services for individuals who provide unpaid support, training, companionship or supervision to participants. For purposes of this service, individual is defined as "any person, family member, neighbor, friend, companion, or co-worker who provides uncompensated care, training, guidance, companionship or support to a participant." Training includes instruction about treatment regimens and other services included in the service plan, use of equipment specified in the service plan, and includes updates as necessary to safely maintain the participant at home. Counseling must be aimed at assisting the unpaid caregiver in meeting the needs of the participant.

Respite – Services provided to participants unable to care for themselves that are furnished on a short-term basis because of the absence or need for relief of those persons who normally provide care for the participant. Respite may be provided in the participant's home, a DHS-licensed group home, or another community-based setting approved by DHS.

Supports Brokerage – A service/function available only to participants who are self-directing some or all of their services, that assists the participant (or the participant’s family or representative, as appropriate) in arranging for, directing and managing services. Serving as the agent of the participant or family, the service is available to assist in identifying immediate and long-term needs, developing options to meet those needs and accessing identified supports and services.

Transportation, Self-Directed Employee (Participant Employee) – Service offered in order to enable participants to gain access to services, activities and resources, as specified by the service plan. This service is offered in addition to medical transportation required under 42 C.F.R. §431.53 and transportation services under the State Plan, defined at 42 C.F.R. §440.170(a) (if applicable), and does not replace them. Self-Directed Employee (Participant Employee) Transportation is used when a self-directed employee (Participant Employee) is hired by the participant and paid at an hourly wage.

Transportation, Single Passenger – Service offered in order to enable participants to gain access to services, activities and resources, as specified by the service plan. This service is offered in addition to medical transportation required under 42 C.F.R. §431.53 and transportation services under the State Plan, defined at 42 CFR §440.170(a) (if applicable), and does not replace them. Single Passenger Transportation is used when (a) a transportation vendor is transporting a single individual during the entire trip, or (b) a community vendor whose sole business is providing transportation to the general public, including people with disabilities, is transporting more than one individual receiving DDD-funded Transportation services.

Vehicle Modifications – Assessments, adaptations, or alterations to an automobile or van that is the participant’s primary means of transportation in order to accommodate the special needs of the participant. Vehicle adaptations are specified by the service plan, are necessary to enable the participant to integrate more fully into the community and to ensure the health, welfare and safety of the participant.

IV. Who Can Apply?

To be eligible for consideration for this RFP, the following requirements must be met by the contractor:

- The contractor may be a non-profit or for-profit entity or governmental entity;
- The contractor must be in good standing with DHS if it has an existing grant or contract in place. If applicable, the bidder must have all outstanding Plans of Correction for deficiencies submitted to DHS for approval prior to submission.
- The contractor must be fiscally viable based upon an assessment of the contractor's audited financial statements. If a contractor is determined, in DHS’ sole discretion, to be insolvent or to present insolvency within the twelve (12) months after bid submission, DHS will deem the proposal ineligible for award.
- The contractor must not appear on the State of New Jersey Consolidated Debarment Report at <http://www.state.nj.us/treasury/revenue/debarment/debarsearch.shtml> or be suspended or debarred by any other State or Federal entity from receiving funds;
- The contractor shall not employ a member of its Board of Directors in a consultant capacity; and
- Pursuant to DHS Contract Policy and Information Manual Policy Circular 8.05, the bidder shall not have a conflict, or the appearance of a conflict, between the private interests and the official responsibilities of a person in a position of trust. Persons in a position of trust include Provider Agency staff members, officers and Governing Board Members. A bidder must have written Conflict of Interest policies and procedures that satisfy the requirements of P8.05, thereby ensuring that paid Board members do not participate in transactions except as expressly provided in the P8.05 Circular.

Additional requirements of bidders:

- All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the requested services, including but not limited to, all papers, reports, surveys, plans, charts, records, analyses or publications produced for, or as a result of, the contract resulting from this RFP (Work Product) shall bear an acknowledgement of DDD's support and shall be the Property of the DDD.
- The successful bidder shall submit any such Work Product to DDD sixty (60) days prior to the publication or presentation. DDD shall have sixty (60) days from the date the document is delivered to review.
- DDD and the successful bidder agree to abide by the policies of the applicable journals and presentations organizers as to such matter as the public release or availability of data related to the publication or presentation (including poster presentations) (collectively "Publications"). DDD and the successful bidder shall mutually agree to resolve any difference which may arise during the review of a Publication. Authorship of Publications of the research results will be determined in accordance with appropriate scientific and academic standards and customs.
- Proper acknowledgements will be made for the contribution of DDD and the successful bidder to the research. Due consideration shall be given to the scheduling of any Publication to allow time to: (a) seek protection of any intellectual property which may be developed by DDD or the successful bidder, such period not to exceed thirty (30) days; and (b) identify Confidential Information which one party may wish to delete. It is recognized that due to the nature of this Agreement, articles may be jointly authored and such joint authorship shall be so recognized where appropriate.
- No Work Product produced utilizing funds or data obtained under the contract resulting from this RFP shall be released to the public without the prior written consent of DDD. DDD shall have the right to edit said Work Product and shall further have the right to add co-authorship or disclaimers as it, in its sole discretion, deems appropriate.

V. Scope of Work

Each section of this Scope of Work address a different set of contract requirements. Each section is structured similarly, and includes principle-based requirements, how the contractor's proposal should demonstrate knowledge and capability, and a set of enumerated deliverables applicable to the contract term.

The requirements establish what the contractor must do and, upon award, it is the contractor's responsibility to determine how, step-by-step, the program goals will be accomplished. DDD is contracting for a service to be performed using expert judgment. A contractor's decision to meet the requirements in a different way after award or during the contract term shall not constitute a change request. When necessary, the contractor is expected to continuously evaluate and adjust its operations throughout the term of the contract to accomplish the goals of the program in the best way possible.

The contractor's proposal should confirm its understanding of the requirements and demonstrate how the contractor has fulfilled similar requirements in related contexts.

Finally, the lists of enumerated deliverables establish a baseline set of expectations for the contractor. Providing or completing all items on these lists is a necessary but not sufficient condition to achieve satisfactory performance. Rather they are some key artifacts, process and outcomes of meeting the overall contract

requirement, which is to provide timely and accurate payment to individuals and entities providing life-sustaining support.

(a) Contract Administration

(i) Key Contractor Staff

The contractor shall provide management staff for the Project who are knowledgeable and experienced in providing VF/EA FMS, as well as an understanding of the population receiving services, that will require assisting individuals with disabilities and chronic conditions. These are defined key personnel because they are both essential to operations and work subject to SCM approval. The SCM may require replacement of key personnel at any time, at the SCM's sole discretion.

The key contractor staff shall include: an Account Manager (AM), a Compliance Officer (CO), a Project Manager (PM), an Enrollment Services Manager (ESM), a Payroll and Invoice Manager (PIM), and a Customer Service Manager (CSM). With the exception of the CO, all key contractor staff must work full-time and be dedicated solely to this contract.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. That the contractor currently has staff employed that meet these requirements. Include their resumes.
2. Which staff the contractor intends to assign to this contract and which roles the contractor intends to recruit for.
3. How the contractor will recruit for each position in the event that a current staff member is not available, including job postings for each position and search strategies the contractor will use to attract top talent with specialized knowledge of Medicaid waiver services.

The contractor shall:

1. Maintain a physical office in New Jersey where the key personnel and other management staff work, with key contractor staff physically present in the office at least two (2) business days per week.
2. Each key contractor staff role shall be assigned to a single, unique individual. An individual may not serve in multiple roles.
3. No permanent key contractor staff change may be made without prior, written approval from the SCM.
 - a. The contractor must provide the SCM with forty-five (45) calendar days advance notice to approve any proposed change in key contractor staff. The contractor shall provide the resume of any new key personnel whenever a change is proposed throughout the contract term.
 - b. Unanticipated or emergency changes in key personnel due to a separation from employment shall be reported to the SCM immediately. The contractor shall have thirty (30) calendar days to submit a resume for approval of a permanent change.
 - i. At the time of initial notification, the contractor shall designate an employee meeting the qualifications of the role to serve in an acting capacity. The individual serving in an acting capacity may not simultaneously hold any other key contractor staff role.
4. The SCM may direct that key contractor staff be replaced at any time and may direct the date upon which a change must occur, including with immediate effect. In these instances, the contractor shall have fifteen (15) calendar days from the date of notice to submit a resume for approval.
5. The Account Manager (AM) shall possess at least five (5) to seven (7) years of senior-level experience managing public health service VF/EA programs with at least 1,000 participants, including oversight of customer service, financial management, and quality management. The individual must have a

Bachelor's degree in a relevant and related field, such as business management; an individual with a Master's degree is preferred. The AM shall be the direct contact person to the SCM and shall be responsible for all contract deliverables, including, but not limited to, the following:

- a. Revising the contractor's processes and procedures, and the assignment of additional resources, as needed, to maximize the efficiency and effectiveness of services required.
 - b. Resolving all problems.
 - c. Overseeing all operations of the program.
 - d. Providing trained contract staff.
 - e. Maintaining accountability for all contract staff.
 - f. Providing and monitoring the contractor's quality procedures, including audit and financial reporting requirements.
 - g. Ensuring that all key contractor staff are knowledgeable of the contract's overall subject matter and governing authorities, including, but not limited to, the following:
 - i. Understanding and implementing compliance practices related to Medicaid claiming rules and regulations.
 - ii. Understanding federal and state employment laws, with an emphasis on those enforced by the NJ Department of Labor and Workforce Development.
6. The Compliance Officer (CO) shall possess at least (5) to seven (7) years' senior-level experience with tax, audit and labor issues for public health service VF/EA programs with at least 1,000 participants. The individual must be either a licensed Certified Public Accountant or an attorney licensed in the state of New Jersey or New York. The CO must be designated by the contractor but does not need to be solely dedicated to the contract. The CO shall be responsible for ensuring compliance with all applicable laws and regulations, including, but not limited to, the following:
- a. Timely and accurate submission of tax filings.
 - b. Resolution of all tax and labor reporting issues.
 - c. Representing or coordinating representation of the contractor, as employer agent, at all hearings or disputes.
 - d. Coordinating contractor's internal audit and internal controls processes as related to the contract.
 - e. Ensuring compliance with all federal and state labor laws, regulations and standards.
 - f. Managing the contractor's relationship with accounting, finance, legal and tax professionals retained to discharge contract functions.
7. The Project Manager (PM) shall report to the AM and possess at least three (3) to five (5) years of project management experience with public health service or VF/EA programs with at least 1,000 participants. The individual must be a certified Project Management Professional (PMP) and have a Bachelor's degree in a relevant and related field, such as computer science. The PM shall be dedicated solely to this contract from implementation through transition to a new contractor at the close of the contract term. The PM shall be responsible for development of Project Management Plans and all project management Tasks and deliverables for each contract requirement, phase, and function, including, but not limited to, the following:
- a. Providing Governance documents and Meeting Minutes that follow DDD best practices to the SCM for approval, with up-to-date follow-ups for previous and future action items.
 - b. Notifying DDD of risks and/or constraints as the Project progresses, including any delays or gaps in expected deliverables.
 - c. Inspecting pre- and post-implementation project-level deliverables to ensure quality management.
 - d. Regularly reviewing the Project Management Plan with DDD and updating it as needed.

- e. Reviewing designs, requirements, test plans, security plans, and any other documents associated with project launch with DDD and obtaining appropriate sign-off on any significant changes.
 - f. Developing, maintaining and delivering key project management documents to DDD, including, but not limited to, the: Project Charter, Project Scorecards, Vendor Scorecards, Project Plans, Risk and Issue logs, Testing and Implementation Plans, Lessons Learned, and Closing Document.
 - g. Documenting project status/progress, deliverables, milestones, roadmaps, change logs, workflows, reports and other standard PMO documents for review and approval by the SCM.
 - h. Coordinating formal communication with both internal and DDD units.
 - i. Participating in the development of any training materials, such as training for end users on use of the contractor's billing system.
8. The Enrollment Services Manager (ESM) shall report to the AM and possess at least two (2) years' experience with public health service VF/EA with at least 1,000 participants involving responsibilities for: (1) leading and managing the enrollment and disenrollment of participants and their Authorized Representatives; (2) developing enrollment materials and processes for participant-employers, Authorized Representatives, employees and vendor enrollment; and (3) implementing orientation and skills training for participant employers, Authorized Representatives, participant employees and vendors. The individual must have a Bachelor's degree in a relevant and related field, such as business administration or communications. The ESM shall be responsible for all deliverables related to enrollment and disenrollment of participant employers, Authorized Representatives, participant employees, and vendors, including, but not limited to, the following:
- a. Training, managing and providing quality oversight and review of Enrollment Specialists that are solely dedicated to working on this contract.
 - b. Developing and updating orientation curricula and enrollment packets for participant employers, Authorized Representatives, participant employees, and vendors.
 - c. Developing and updating written processes for initial outreach and ongoing contact with participant employers, Authorized Representatives, participant employees, vendors, Support Coordinators and, if applicable, Supports Brokers.
 - d. Developing and updating written processes for participant employer, Authorized Representative, participant employee, and vendor enrollment and disenrollment.
 - e. Developing and updating written processes for monitoring participant employees' compliance with mandatory pre- and post-employment screening and training requirements.
 - f. Managing the contractor's electronic system that assigns and tracks mandatory participant employee training.
 - g. Responding to and resolving all training-related issues that impact a participant employee's eligibility to provide services to a participant.
 - h. Responding to and resolving all issues related to participant employer, Authorized Representative, participant employee, and vendor enrollment.
9. The Payroll and Invoice Manager (PIM) shall report to the AM and possess at least two (2) years' experience with public health service or VF/EA programs with at least 1,000 participants involving responsibilities for: (1) processing participant employees' timesheets and preparing and issuing participant employees' payroll; (2) processing and paying invoices to participant vendors of authorized goods or services; and (3) performing related activities, including establishing and maintaining bank and ledger accounts, files and records, and preparing and issuing reports to participants and government agencies. The individual should have a Bachelor's degree in a relevant and related field, such as accounting, business administration or finance. The PIM shall be responsible for all deliverables related

to the submission, processing and payment of participant employee timesheets and participant vendor invoices, including, but not limited to, the following:

- a. Training, managing and providing quality oversight and review of dedicated payroll and invoice services specialists.
 - b. Developing and updating written processes for the review, processing, and payment of electronic and paper participant employee timesheets and vendor invoices.
 - c. Responding to and resolving all issue tickets related to submission, processing and payment of participant employees timesheets and vendors invoices.
10. The Customer Service Manager (CSM) shall report to the AM and possess at least two (2) years' experience with public health service or VF/EA programs with at least 1,000 participants involving responsibilities for: (1) customer service and call center operations; and (2) working with individuals with disabilities in a social services environment. The individual should have a Bachelor's degree in a relevant and related field, such as business administration. The CSM shall be responsible for all deliverables related to customer service and satisfaction, including, but not limited to, the following:
- a. Train, manage and provide quality oversight and review of dedicated customer service specialists.
 - b. Develop and update written customer service scripts, as needed.
 - c. Review customer service KPIs and make contractor staffing and process adjustments as needed or as requested by the SCM.
 - d. Develop, disseminate, collect and compile data from satisfaction surveys, generate survey reports for SCM, and proactively identify and address problem areas exposed in surveys.

(ii) Project Management Office

The contractor shall provide a fully-staffed Project Management Office (PMO) for the duration of the contract, which shall have priority access to contractor employees, contractors, subcontractors, and vendors that have subject-matter expertise in all areas of contract operation. Many services are life-critical and delivering them to program participants depends on accurate, reliable and timely data exchange between multiple systems; incorporating paper processes into electronic workflows; and rapidly responding to situations that require implementing new program rules or functions. Responsiveness and performance must be comparable to that expected by entities that provide 24/7 care and require near 100% uptime, with contingency plans in place to address any issues that arise.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and project management experience implementing and operating programs of similar size and scope.
2. Current employment or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in the project management field.
3. Examples of implementing, monitoring and improving programs over multiple years, including descriptions of specific tools and approaches that project management staff have successfully used with those programs.
4. An analysis of how the qualifications of the staff highlighted in these successful examples compare to the qualifications of the staff required by the contract.

The contractor shall:

1. Provide a PMO dedicated solely to this Project, which shall be responsible for Project implementation, maintenance, operations, change requests, corrective action plans, and similar projects.
2. The PMO shall at a minimum, consist of at least one certified PMP, one Business Analyst, and one Data Analyst, all of whom shall have, at a minimum, a Bachelor's degree and three (3) to five (5) years of experience in their respective fields.
3. Additional requirements for the PMP are contained in Section V.(a)(i)(7) Key Contractor Staff.
4. Attend weekly status meetings with the SCM, and designated State staff, to discuss the contractor's operations and performance during the contract term, and provide meeting minutes.
5. Submit a report on the first business day of each month, for the duration of the contract, listing significant issues and problems encountered, both resolved and unresolved, including recommended solutions for unresolved issues.
6. Submit a report on the first business day of each month, for the duration of the contract, documenting customer service volume, service levels, response times, and inquiry topics.
7. Provide role-based, real-time electronic dashboards to the SCM, and designated State staff, that, at a minimum, displays:
 - a. For any selected pay period or date range, distribution of participants by the number of participant employees paid, displayed as both the number and percentage of participants.
 - b. For any selected pay period or date range, the number of timesheets submitted, the number that failed to pay by reason code, and the total dollar amounts for each.
 - c. For any selected pay period or date range, the number of participants that authorized a payment to a goods and services provider.
 - i. Within this measure, the number of participants that either only authorized a goods and services payment or also had a participant employee paid in the period, displayed as both the number and percentage of participants with one active employee in the current period; Number of current participants with two active participant employees in the current period; the preceding metric repeated to the highest number of participant employees used by a single participant.
 - ii. Of the preceding elements how many also have a Goods and Services payment due in the current period; Number of current participants with only Goods and Services payment released in the current period; number of payments successfully released during the period; number of delayed payments with reason; and escalations.
 - d. For any selected pay period or date range, the number of goods and services invoices submitted, the number that failed to pay by reason code, and the total dollar amounts for each.
 - e. All of the above measures unduplicated for each of the following time periods: 3 months, 6 months, 9 months, or 12 months. The user shall have the ability to select the starting month for any of these time periods.
 - f. The real-time performance and service-level measures available to customer service and call center supervisors.
8. Has the capability to provide DDD on-demand reports for any set of data elements stored by the contractor within two (2) business days of request. For example, a list of vendors that have delivered a particular service within a particular timeframe or the payment history of any participant employee or vendor; Reports that provide details on average wages for participant employees who are designated as live-in caregivers versus those who do not have that designation; Reports related to the participant employee trainings.
9. Develop and maintain a project schedule for each contract requirement, phase, or function, which shall be implemented upon SCM approval.

10. Submit all deliverables to the SCM for review and approval on time, according to the approved project schedule for each contract requirement, phase, or function.
11. Attend meetings at dates, times, and locations designated by the SCM, which may include extended (e.g., multi-hour workshops) and/or more frequent (e.g., daily) meetings in response to critical projects or emergent issues.
12. Within two (2) business days of the SCM's request, schedule meetings with contractor employees, contractors, subcontractors, and vendors that have subject-matter expertise in all areas of contract operation, which may include extended (e.g., multi-hour workshops) and/or more frequent (e.g., daily) meetings in response to critical projects or emergent issues.
13. At the SCM's request, prepare and provide presentations on designated topics at stakeholder meetings. Examples include, but are not limited to, the dashboard metrics described in this section; participant, participant employee and vendor enrollment; how to report and escalate problems with enrollment, payment and other contractor functions; distribution and results of satisfaction surveys; and FMS best practices.

(iii) General Personnel Requirements

The contractor shall ensure that all individuals working on the contract are knowledgeable in providing VF/EA FMS, receive frequent training and assessments specific to their roles, reflect the broader community that they serve, and understand the overall role and responsibilities of the contractor. The SCM may review a random selection of training records at any time to confirm the contractor's compliance with contractor staff training.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience with employee recruitment, training and development, including a description of how the contractor's recruitment and hiring practices are designed to create opportunities for women, minorities, individuals with various functional needs, and individuals from socioeconomic backgrounds that are underrepresented in certain job roles.
2. Current employment or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in the human resources field, including what mentoring, job placement and internship programs the contractor has in place to ensure the continued identification, hiring and development of diverse talent in all positions.
3. Examples of current employee training materials that address complex or difficult issues, such as how to resolve a participant employee payment issue during a tense participant escalation, including a description of the principles underpinning the contractor's training and evaluation program, which training strategies the contractor currently uses, and training strategies (i.e., Deliverable #3 below) and curricula related to current understandings of skill development, retention, behavioral feedback and incentives.
4. Disclosure of the existence, but not details or amounts, of material legal, settlement or other payments made to employees in the last five years due to workplace discrimination.

The contractor shall:

1. Develop and annually update a written, role-based Training Plan which includes, at a minimum, the following topics:
 - a. All applicable VF/EA FMS functions, including but not limited to:
 - i. Customer service.
 - ii. Participant or their Authorized Representative enrollment as the employer of record.

- iii. Participant employee enrollment, including explanation of mandatory training requirements and access to College of Direct Support training modules.
 - iv. Tracking of participant employee completion of mandatory training modules and CPR/FA certifications.
 - v. Maintaining a personnel file for the participant employee that shall include, at a minimum but not limited to, a resume, documentation of permanent residential address, documentation that the employee is at least 18 years of age, documentation that required trainings are complete, and a driver's license if the employee will be transporting the participant. Additionally, a copy of the results of the criminal background, Child Abuse Registry Information (CARI), and Central Registry of Offenders Against Individuals with Developmental Disabilities checks.
 - vi. Vendor enrollment.
 - vii. Payment processing.
 - viii. Issue tracking, resolution and escalation.
- b. Understanding barriers faced by people with disabilities and their caregivers, as well as current best practices and trends related to community integration, self-determination, and person-centered service planning.
 - c. Identifying and reporting suspected abuse, neglect, or exploitation, per N.J.S.A. § 52:27D-407 (2013) and N.J.S.A. § 52:27D-409 (2014).
 - d. Compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health (HITECH) Act, and the Balanced Budget Act (BBA) of 1997 governing the protection of patient information, and federal regulations, 45 C.F.R. §§ 160, 162, and 164.
 - e. Identifying and reporting suspected Medicaid fraud, per N.J.S.A. 2C:21-4.2 et seq.
 - f. Internal controls and detection and reporting of suspected fraudulent activity.
 - g. Reporting critical incidents, per DDD [Division Circular #14](#).
2. Submit the following Training Plan items for SCM review before implementing or making changes:
 - a. Curricula for the training.
 - b. Titles and job functions of contractor employees, contractors, subcontractors, and vendors that will be required to take each training.
 - c. Duration of each training, including the number and frequency of training sessions.
 - d. The qualifications that the instructor for each training will hold.
 - e. Testing materials and criteria for how staff pass training or demonstrate competency.
 - f. A documented process for assessing the ongoing performance of contractor staff, including steps for progressive discipline and discharge.
 3. Ensure that all trainings incorporate at least three of the following training strategies based on a documented assessment of which strategies are best suited to the job function.
 - a. Technology-based learning.
 - b. Simulators.
 - c. On-the-job training.
 - d. Coaching/mentoring.
 - e. Instructor-led training.
 - f. Roleplaying.
 - g. Films and videos.
 - h. Case studies.
 4. Conduct staff training within fifteen (15) business days of hire.
 5. Each staff member attending a training must complete an acknowledgement of provided training, which the contractor shall maintain in addition to attendance records and assessments.

6. The SCM may direct that any contractor staff be removed from working on the contract at any time and may direct the date upon which removal must occur, including with immediate effect. This direction does not preclude the contractor from assigning the staff member to another contract or role in the organization and is not a direction to terminate the employee.

(iv) Readiness Review and System Testing

Approval to assume the services of the contract will be determined by the contractor's ability to satisfactorily demonstrate compliance with all the requirements. The contractor's project management office is responsible for designing the contractor's implementation plan and demonstrating to the SCM that all the requirements are met. The start of contract operations and ongoing enrollment of participants is subject to the SCM's approval and may be suspended at any time, at the SCM's sole discretion.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience with systems integration, testing, gate reviews and similar processes for determining if a program is operational.
2. Current employment or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in the software development field.
3. By program, data-based examples of successful program assumption, including detail on at least the number of participants, number of participant employees, number and amount of payments, the duration from first enrollment to complete transition, and metrics on the success rate of payments and customer service issue resolution during the transition period.
4. Disclosure of any instances where program assumption or enrollment was delayed or halted due to the inability of the contractor to meet all contract requirements, with a summary of the root cause analysis and systemic corrective actions taken.

Deliverables

1. Upon contract award, the contractor shall have sixty (60) calendar days to complete data exchange with current vendor, followed by up to one-hundred and twenty (120) calendar days to transition all participants.
2. As required by State law, maintain professional liability insurance and general liability insurance.
3. Obtain SCM approval for all enrollment and communication materials, including the Policies and Procedures Manual and related Handbooks, as described below. The referenced manual and handbooks shall be published on the contractor's website within three (3) business days of approval by the SCM.
4. If the transition for any participant occurs in the middle of a tax quarter or any other reporting period, the contractor shall be responsible for obtaining any necessary data from the current vendor and submitting the required reports.
5. The contractor shall prepare and provide the SCM with a Requirements Traceability Matrix demonstrating that all requirements have been completely and accurately mapped to operational capabilities and, where applicable, successful system testing.
6. The contractor shall prepare and provide the SCM with a Test Plan for each system and interface, including, but not limited to, Systems Integration Testing and User Acceptance Testing, which shall include but not be limited to test strategy, objectives, schedule, deliverables, and required resources.
 - a. Following SCM review of the Test Plan, the contractor shall make all needed adjustments to the Test Plan as identified by the SCM and provide a revised Test Plan to SCM for approval.

- b. Contractor shall prepare and share meeting minutes of all test-related meetings, including list of attendees and agreed upon timelines.
 - c. Contractor shall provide XML schema files and other interface/data files, where applicable.
7. Prior to beginning formal testing, the contractor shall provide the SCM with a Test Readiness Review (TRR) for each system and interface that demonstrates that test procedures are complete and verifies their compliance with test plans and descriptions. The TRR must also include at the least the following components:
 - a. Assessment of test objectives.
 - b. Description of test methods and procedures.
 - c. Scope of tests.
 - d. Identification and confirmation of availability for all required test resources.
 - e. Confirmation of the traceability of planned tests to program requirements and user needs.
8. The Test Plan and Test Readiness Review shall be updated and reviewed within reasonable timeframes approved by the SCM when federal, State or DDD policies or procedures change, new development occurs, or system issues are identified that require updates.
9. The contractor shall track defects encountered during testing phases and share testing results with SCM regularly. Defects shall be remedied within reasonable timeframes as directed by the SCM

(v) Support Functions

The contractor shall support its work in all legal, financial and operational contexts. The contractor acts on behalf of participants as their employer agent and as Medicaid service provider. It is the contractor's responsibility to ensure that, under no circumstances, a participant is subject to legal or other notice or proceedings for work performed, or work not performed as required by the contract, by the contractor. For example, a participant should never be contacted for arrears or discrepancies related to labor law, tax filings, payments or other amounts due or owed.

Similarly, the contractor is a Medicaid service provider and is being paid by the State for providing a variety of waiver services, including FMS. It is the contractor's responsibility to ensure that all claims made to the MMIS for reimbursement are supported by valid service authorizations and accurate and complete service documentation.

The contractor shall defend its work and shall also fully satisfy all payments, arrears, audit findings, damages and similar amounts owed to any employee, individual or entity in its capacity as either the employer agent, payer of vendor invoices, or Medicaid service provider.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience participating in litigation or employment hearings, particularly those involving state departments of labor and administrative law judges.
2. Current employment and/or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in the legal and compliance fields.
3. By program, examples of independent program audits by federal and state agencies that resulted in minimal findings or corrective actions related to the contractor's operations of self-direction program over the last three years.

4. Disclosure of any negative audit findings, corrective action plans, or legal judgments that resulted in any liability or reputational damage to the contractor or any individual, entity or government agency the contractor was providing services to.

The contractor shall:

1. Provide expert testimony regarding any litigation resulting from work performed in fulfillment of the requirements of this contract resulting from this Bid Solicitation.
2. In the event of an audit, the contractor shall provide full support to State within seven (7) business days of a request for assistance by the SCM. This includes, but is not limited to, on-site meetings; provision of documents, data, and files; and written responses, if required, to all inquiries.
 - a. Unannounced audits due to fraud detection or investigations of criminal activity shall be supported immediately, including physical presence of the Compliance Officer within twenty-four hours at any required location in New Jersey.
3. Cooperate in both internal and external audits and must ensure that participant employee timesheets, service documentation notes, vendor invoices, and mandatory participant employee screening and training documentation are available to be viewed remotely or on-site by auditors.

(vi) Continuity of Operations

Through this award, DDD is designating the contractor as the single entity for VF/EA services. This sole operator position in a service market requires near flawless performance because participants do not have another VF/EA option for obtaining these critical services. The contractor shall create a Continuity of Operations Plan (COOP) during the contract implementation period and maintain continuity throughout the contract term outside of the operation's business locations in the event of a natural or unnatural emergency or disaster, as well as all other displacements.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience with continuity of operations planning and management for health care or social services programs of similar size and scope.
2. Current employment and/or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in continuity of operations planning and disaster management.
3. By program, examples of successful implementation of COOPs in any programs operated over the past three years, including the nature and duration of the disruption, the number or participants and employers impacted, and how long it took to restore services, with emphasis on rapidly implementing contingency plans in response to internal or external failures, such as natural disasters, power outages or technology system interruptions.
4. Disclosure of circumstances where services were disrupted due to the absence or failure of a COOP or part thereof, including the nature and duration of the disruption, the number or participants and employers impacted, how long it took to restore services, and how the experience resulted in improvements to the plan or its implementation.

The contractor shall:

1. Develop and annually update the COOP for SCM approval. The COOP must meet applicable industry standards, such as those issued by the Federal Emergency Management Agency (FEMA).
2. The plan must demonstrate how practices will be adapted to ensure service and payment continuity in the event of a business interruption.

3. The plan must demonstrate how services can be provided in a fully remote way, including the timeframe for converting to fully remote services and how this information will be communicated to contractor staff, participant employers or their Authorized Representative, and participant employees.
4. The plan must demonstrate how each service can be provided under circumstances where electrical power and internet connectivity in the state may be limited, such as after a natural disaster, including converting to telephonic and paper-based processes.
5. The COOP must include, but is not limited to, policies and procedures for the following functions:
 - a. Contractor processes for executive management to activate the COOP.
 - b. Notification of the SCM.
 - c. Forwarding of phones.
 - d. Reassignment of contractor staff.
 - e. Emergency payroll disbursements to participant employees.
 - f. Secure data backup.
 - g. Secure access to data, documents, and files (both electronic and hard copy).
 - h. Provisions to maintain business operations.
6. Conduct a COOP tabletop drill at least annually and submit a written report of the scenario, results and subsequent improvements or modifications to the SCM.

(vii) Transition to New Contractor

The contractor is responsible for the orderly transition of the VF/EA FMS services to a successor contractor(s) upon the expiration or termination of the contract. The transition period shall begin no more than one hundred and eighty (180) calendar days prior to the contract's expiration or termination date and shall conclude upon the later of expiration or termination of the contract or transition of the last participant to the successor contractor. Due to the critical nature of these services, the transition must be seamless, with minimal administrative burden placed on participants.

Given the uncertainties associated with contract-end activities, the order, timeline or structure of the transition period may be adjusted, at the sole direction of the SCM.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience with contract assumption and turnover for VF/EA programs of similar size and scope.
2. Current employment or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in contract assumption and turnover or change management.
3. By program, examples of successful assumption and turnover activities for self-directed programs operated over the last three years.
4. Disclosure of all instances where contract transitions resulted in any service interruption, liability or reputational damage to the contractor or any individual, entity or government agency the contractor was providing services to.

The contractor shall:

1. Fully cooperate with the SCM and the successor contractor(s) to transfer all data and information required by the successor contractor(s) to assume operation of VF/EA functions. The Account Manager shall verify in writing that the supplied material(s) are current, accurate, and complete.

2. Continue to perform all of its contract obligations for three months after the conclusion of the transition period, including, but not limited to, continuing the payment of timesheets, payment of invoices, and production, delivery and filing of all tax and related documents for services performed prior to the transition of a participant to a new contractor.
 - a. After this three month period, the contractor shall maintain the capability to provide an automated response to individuals or entities attempting to submit timesheets or invoices for payments, which shall be approved by the SCM before going into production.
 - b. The contractor shall support its tax preparation work for the duration of the relevant statute of limitations in each jurisdiction.
3. Maintain the toll-free telephone number for one hundred and eighty (180) calendar days after the contract's expiration to include a message directing callers to the successor contractor's telephone number.
4. One year prior to the expiration of the initial contract term, the contractor shall provide a transition management plan to the SCM for review and approval including, but not limited to, the following components:
 - a. A detailed transition checklist.
 - b. Transition schedule for the one hundred and eighty (180) calendar day period.
 - c. A training and communication plan for contractor staff.
 - d. A communication plan for participant employers, Authorized Representatives, participant employees and vendors.

(b) Project Materials

(i) Standards for All Materials and Communications

The contractor shall develop, print, compile, and deliver all manuals, handbooks, training materials, and other publications throughout the term of this contract. The contractor shall ensure that all participants, Authorized Representatives, participant employees and vendors have ready access to informational materials and fully understand program rules and processes.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience writing a variety of communications and documents in Plain Language and making those materials accessible through technologies or alternate formats.
2. Current employment and/or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in accessible communications.
3. By program, examples of materials used by the contractor for self-directed programs operated over the last three years that are written in Plain Language, along with types of devices, accommodations and approaches used to communicate with the sight-, hearing-, and speech-impaired.
4. Disclosure of all instances where the contractor received complaints that materials were not accessible, with a summary of the corrective actions taken.

The contractor shall:

1. Provide all material in alternative formats that adequately address the individual's needs, such as having materials available in the language of the recipient or large-print type, and making available communication devices for the sight-, hearing-, and speech-impaired.

2. Materials shall be written in an easily understood narrative that conforms to [Plain Language](#) laws and guidelines, taking into consideration the need to incorporate and explain certain technical or unfamiliar terms to participants.
3. The contractor shall obtain prior written approval from the SCM for all content appearing on the website, in social media or any other communications.

(ii) Manual and Handbooks

For participant employers and participant employees, the contractor shall develop and maintain a Policies and Procedures Manual (the P&P Manual), an Employer Handbook, and an Employee Handbook, specific to New Jersey and its participant-directed service programs, describing the contractor's fulfillment of all VF/EA requirements covered under the contract.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience writing policies and procedures manuals, handbooks and similar documents that make complex and comprehensive information accessible to readers.
2. Current employment and/or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in technical writing or writing policies and procedures manuals, handbooks and similar documents.
3. By program, examples and descriptions of participant enrollment materials and processes used by the contractor for self-directed programs operated over the last three years, including a description of the contractor's process for writing each of the three required documents, including an explanation of information gathering, incorporating stakeholder feedback, and the experience and qualifications of the document authors.
4. Disclosure of all instances where issues with program operation were traced to errors in communications, documents, manuals or handbooks that were developed by the contractor.

The contractor shall:

1. Provide each required document to the SCM for review and approval within sixty (60) calendar days of contract award.
2. Upon approval, the contractor shall provide and maintain real-time availability to the State and the public, up-to-date online electronic copies of all the documents and maintain readily available hard copies that can be mailed via USPS postage-paid mail or hand-delivered, upon participant or participant employee request, within five (5) business days of the request.
3. The contractor shall update each document on the first business day of every calendar quarter, as needed; at the SCM's direction; and immediately upon program changes that would render the material inaccurate or otherwise confusing to participants and participant employees.
 - a. Quarterly updates must be submitted to the SCM for review and approval at least fifteen (15) business days prior to the publication date.
 - b. Emergent updates must be submitted to the SCM for review and approval at least five (5) business days prior to the publication date, as determined by the SCM.
4. The contractor's P&P Manual shall include visual diagrams and workflows of key program processes, including but not limited to:
 - a. Enrollment and orientation of new participants, participant employees and vendors
 - b. Disenrollment or dismissal of participant employees
 - c. Timesheet and invoice submission
 - d. Issue tracking and response.

- e. If it is the intention of the contractor to use subcontractors, the contractor shall include a description of all Tasks that will be performed by any subcontractor(s). The contractor must have internal controls documented in the P&P Manual to monitor the performance of all Tasks to be performed by the subcontractor(s).
5. The Handbooks shall contain, as applicable and at a minimum:
- a. Contractor and program introduction.
 - b. Roles and responsibilities of the contractor, participant employer, Authorized Representative, and participant employee.
 - c. Participant Employer or their Authorized Representative enrollment process.
 - d. Participant Employee enrollment/hiring process and pre-employment screening requirements.
 - e. Participant Employee training requirements, timeframes, and consequences for non-compliance.
 - f. Maintaining a personnel file for the participant employee that shall include, at a minimum but not limited to, a resume, documentation of permanent residential address, documentation that the employee is at least 18 years of age, documentation that required trainings are complete, and a driver's license if the employee will be transporting the participant. Additionally, a copy of the results of the criminal background, Child Abuse Registry Information (CARI), and Central Registry of Offenders Against Individuals with Developmental Disabilities checks.
 - g. Guidance on participant employee recruitment.
 - h. Guidance on participant employer or their Authorized Representative management and discharge of participant employees.
 - i. Workplace health and safety.
 - j. Participant Employee conduct.
 - k. Timesheet submission and payroll schedule.
 - l. Electronic Visit Verification requirement.
 - m. Service Documentation requirement.
 - n. Using vendors to provide self-directed goods or services, including vendor billing.
 - o. Contractor customer service policies and contact information, including issue troubleshooting and escalation process.

(iii) Website

The contractor shall provide and maintain a website for the purpose of providing education regarding the contract's services and displaying contact information for the contractor. Information on the website shall be pre-approved by the SCM and organized to be easily understood by participants/Authorized Representatives, participant employees, vendors, and the general public.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience creating impactful and informative websites that are intuitive to navigate and accessible to individuals with various abilities, as required by federal law.
2. Current employment and/or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in website design and content development.
3. By program, links to all websites used by the contractor for all self-directed programs operated by the contractor over the last three years, with a description of alternative languages and language translation options available for each.

4. Disclosure of all instances where a contractor's website did not comply with accessibility requires, such as Americans with Disabilities Act and Section 508 of the U.S. Rehabilitation Act, with a summary of the corrective actions taken.

The contractor shall:

1. Provide a complete and fully functional website to the SCM for review and approval within sixty (60) calendar days of contract award.
2. Update the website on the first business day of every calendar quarter, as needed; at the SCM's direction; and immediately upon program changes that would render the material inaccurate or otherwise confusing to participants and participant employees.
 - a. Quarterly updates must be submitted to the SCM for review and approval at least fifteen (15) business days prior to the publication date.
 - b. Emergent updates must be submitted to the SCM for review and approval at least five (5) business days prior to the publication date, as determined by the SCM.
3. Information displayed on the website shall include, at a minimum, the following:
 - a. Toll-free telephone number and toll-free fax number.
 - b. The contractor's contact information, including hours of operation, web, and email address, organized by the contractor's operating units, with instructional information provided for each operational unit;
 - c. Program information, including, but not limited to: eligibility and enrollment requirements; Bill of Rights for participants; how to report suspected fraud, waste, or abuse about the Program; customer service contact information.
 - d. A link to, and ability to download, all documents required for the various program functions.
4. Web content shall be written in an easily understood narrative that conforms to a 5th grade literacy level and [Plain Language](#) laws and guidelines, taking into consideration the need to incorporate and explain certain technical or unfamiliar terms to participants.
5. The website body text shall have a default font size of at least 12pt (16px) and must be easily read by varying degrees of visual impairment or limited reading proficiency. The contractor shall ensure that all pages of the website can be resized without assistive technology up to 200% without loss of content, readability or functionality.
6. The website shall be developed in compliance with the Americans with Disabilities Act and Section 508 of the U.S. Rehabilitation Act; and a website with the ability for language translation is preferred.

(c) Quality Management Requirements

(i) Commitment to Best Practices

Across all aspects of its operations, the contractor shall continuously evaluate and update its operations to meet and exceed the minimum requirements of federal and State laws, regulations and policies. The contractor shall continuously research industry best practice standards for all contract functions and implement them when appropriate for the contract.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience creating a culture that emphasizes teamwork, accountability, and commitment to a larger purpose.
2. Current employment and/or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in creating a

mission and values that establish a standard for world-class work, including examples of recent presentations and publications on specialized topics related to the contract.

3. By program, examples of training materials that recognize and support the role of all employees in identifying opportunities for continuous improvement.
4. Evidence of strong relationships with stakeholders where programs are currently operated, including participants, family and self-advocate organizations, and trade organizations, particularly where there is recognition of strong performance in assuming programs and making performance improvements compared to predecessor contractors.

The contractor shall:

1. Submit a report on the first business day of each month identifying new or emerging federal and State requirements that impact the VF/EA function.
2. Submit a report on the first business day of each calendar year quarter identifying process, system and other improvements the contractor is making to operations, which shall include the status, major milestones and anticipated implementation timeline for each.
3. Submit a report on the first business day of April and October each year that analyzes current and emerging industry best practice in at least the following domains, with complete citations of resources used:
 - a. Call center operations.
 - b. Customer service.
 - c. Domestic household employment and labor law.
 - d. Electronic visit verification.
 - e. Fraud detection.
 - f. Healthcare data security.
 - g. Medicaid law, regulations and policies.
 - h. Payment processing.
 - i. Payroll processing.
 - j. Tax data security.
 - k. Tax filing.
 - l. Timekeeping.
 - m. Workers compensation and other relevant insurances.
4. Submit a report on the first business day of June each year that summarizes the nature of VF/EA or Agency with Choice self-directed services in each US state, explains how their implementation of VF/EA differs from New Jersey, and analyzes areas where another state's processes produce efficiencies and improved effectiveness of the VF/EA model.

(ii) Customer Service

The contractor shall provide multiple ways for participants, representatives, participant employees and vendors to access program information and support during normal business hours and off hours. Trained, knowledgeable, courteous staff shall answer telephone calls and respond to message inquiries during business hours and provide first- or second-call resolution whenever possible. A mechanism for emergency after-hours resolution shall also be available. All contractor staff shall be trained in all aspects of the New Jersey VF/EA program, to ensure customer service information is consistent and accurate across all representatives and platforms.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience operating call centers and customer support functions for programs of similar size and scope, including the contractor's approach to managing customer service and call operations, including the systems and software used to monitor real-time performance, customer satisfaction, and service levels.
2. Current employment and/or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in call center or customer support operations.
3. By program, monthly call center and customer service level dashboards for all self-directed programs operated by the contractor over the last three years, along with examples of training materials demonstrating the contractor's commitment to first-call resolution, including a description of the resources provided with staff to enable them to effectively manage challenging issues without escalation, and employee turnover measures that a subject-matter expert would require to evaluate how effective the contractor is at retaining skilled and highly knowledgeable staff.
4. Disclosure of all instances where the contractor had to remove a customer service representative from a contract due to complaints or feedback from participants or a contract manager, with a summary of training or recruiting actions implemented to avoid similar issues in the future.

The contractor shall:

1. Provide the SCM with contractor customer service staff training materials and call scripts for approval.
2. All communication methods must be compliant with the Americans with Disabilities Act, as well as Section 508 of the U.S. Rehabilitation Act and any other applicable law.
3. Provide the SCM and designated DDD and/or DHS staff with the ability to monitor call center operations in real time, including call monitoring.
4. Respond to participants' inquiries and provide written information in both English and Spanish at all times and show evidence of contractor staff or subcontracts in place to accommodate languages spoken in New Jersey within one (1) business day.
5. Provide and maintain a toll-free telephone number, a toll-free fax number, an email address or similar secure electronic communication tool, and mailing address for the purpose of providing customer service for this Project.
6. At a minimum, telephonic customer service shall be available, Monday through Friday from 8:00 a.m. to 6:00 p.m. Eastern Time (ET), except for State holidays and the extended hours required below. Service shall be compatible with TDD (Telephone for the Deaf) or TTY (Teletypewriter) telecommunications devices for the hearing and speech impaired.
 - a. At a minimum, the contractor shall have telephonic service available until 8:00 p.m. ET on Tuesday and Thursday.
 - b. At a minimum, the contractor shall also provide weekend telephonic support from 8:00 a.m. to 8:00 p.m. ET on the first and third Saturdays of each month.
7. Password-protected voice messaging shall be available 24 hours per day, seven (7) days each week for use during non-business hours and as back-up during hours of operation. The voice messaging shall include, at a minimum, a one (1) business-day response by live contractor staff to all inquiries, with a goal of first or second-call resolution whenever possible.
8. A secured toll-free facsimile (fax) number that is routed directly to a dedicated electronic inbox shall be available twenty-four (24) hours each day of the seven (7) day week. The electronic fax inbox shall include, at a minimum, a one (1) business-day response by live contractor staff to all inquiries, with a goal of first or second-call resolution whenever possible.
9. The website shall provide for routing of emailed inquiries from participants or their Authorized Representatives, participant employees and vendors, and other interested parties. Emailed inquiries

shall be logged, tracked, and responded to within one (1) business day, with a first- or second-contact resolution whenever possible.

10. Maintain a Customer Service Team consisting of at least two Customer Service Representatives (CSR) and at least one CSR supervisor that are dedicated solely to this contract and that can and will be scaled as needed based on participant enrollment.
 - a. In addition to meeting the staffing minimum, the contractor shall employ enough dedicated CSRs to ensure that all enrollment timelines and standards are met.
 - b. If any of the service level standards are not met at any time, the contractor shall hire additional CSRs within two weeks of occurrence of the deficient measure and shall not reduce the number until approved by the SCM.
11. Have an electronic system that automatically tracks, timestamps, aggregates information for reporting, and sends alerts for at least the following performance standards and timeframes:
 - a. Call pick-up shall be by live, qualified contractor staff within twenty (20) seconds, with a performance rate of at least 90 percent (90%) of calls being answered by live contractor staff before transfer to a voice messaging system.
 - b. At least 90% of the calls, emails, faxes, and letters of inquiry shall receive a resolution or escalation, or be re-assigned to the Division, within one (1) business day of receipt.
 - c. 100% of the calls, emails, faxes, and letters of inquiry shall receive a resolution or creation of a DDD service desk escalation ticket within two (2) business days of receipt. Service desk escalation tickets are assigned to DDD staff in cases where DDD involvement is needed for resolution and/or the issue is related to DDD Support Coordination.
12. Maintain a process for logging and tracking all calls, faxes, emails and letters, whether answered by live contractor staff or messaged, to include the inquirer's name, the participant's name, reason for the contact, action taken by the contractor staff, note if any mandatory reporting occurred, and final resolution. The contractor shall submit the log to the SCM quarterly.
13. Use DDD's Service Desk Tracking System for documenting the nature of all issues related to customer service inquiries. The contractor is expected to maintain sufficient staffing to handle issues in a timely manner and provide updates within Service Desk Tracking System directly so that DDD can access accurate metrics and analyses.
14. When an inquiry or concern overlaps with an enrollee's Medicaid State Plan benefit or other State-administered services, the contractor shall ensure that Customer Service Representatives are trained on and follow the written protocol developed by DDD to ensure callers are provided with accurate, up-to-date information about who to contact.

(iii) Quality Assurance Monitoring

The VF/EA model offers significant opportunities for contractor growth if measureable and improving service quality encourages more individuals to enroll. The contractor shall provide and maintain a quality assurance monitoring process that monitors the contractor's performance in completing the required tasks and procedures as specified in this contract, including, at a minimum, the response times and accuracy for performing customer services, resolving complaints, and processing payments.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience designing quality management plans for VF/EA programs of similar size and scope, particularly for programs, like Medicaid, that involve a significant level of compliance monitoring.

2. Current employment and/or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in VF/EA quality management initiatives.
3. By program, examples quality management plans used by the contractor for self-directed programs operated over the last three years, including performance and employee turnover measures that a subject-matter expert would require to evaluate how effective the quality management plan was designed, implemented and used to improve performance.
4. Disclosure of all instances, by calendar year period, where the contractor's performance was below the plan targets for more than 25% of the time, even if these did not fall below contract performance thresholds, with a summary of the root cause analysis and systemic corrective actions taken.

The contractor shall:

1. Memorialize the monitoring process in a written Quality Management Plan (QM Plan), subject to SCM approval prior to the start of services. The plan shall detail the contractor's quality assurance monitoring process, and the contractor's QM Plan shall describe the contractor's method of operation for, at a minimum, the following Tasks:
 - a. Contractor staff development and training.
 - b. Measurement of customer response time to phone, email, fax and mail inquiries.
 - c. Measurement of time between date an issue ticket is generated and date the issue ticket is resolved/closed.
 - d. Measurement of time between date of initial referral of a participant to the program and date SDE services begin.
 - e. Measurement of the volume of pended timesheets and invoices, and the related measurement of time between the date of pend and date of resolution or denial.
 - f. Measurement of timesheets submitted vs timesheets successfully paid out, and measurement of invoices submitted vs invoices successfully paid out.
 - g. Quality measures to be used by the contractor to assure quality in its operations.
2. Comply with policies on Medicaid Fraud, Waste, and Abuse, including, but not limited to, Section 6032 policies. Information on these policies is available at: www.cms.gov/Regulations-and-Guidance/Legislation/DeficitReductionAct/index.html
3. The contractor shall prepare reports that summarize the quality assurance monitoring activities, and the statuses of performance monitoring metrics, prepared and delivered to the SCM at least every three (3) months of the contract term. At a minimum, the report must separately address:
 - a. Enrollment (participant employer, participant employee and vendor).
 - b. Payroll processing.
 - c. Invoice processing.
 - d. Tax filing and payment.
 - e. Mandatory trainings status.
 - f. Escalation/error resolution.
 - g. Customer Service and call center operations.
 - h. IT data exchange.
 - i. Mandatory reports and ad hoc report requests.
 - j. Audit findings.
4. The contractor shall conduct, at a minimum, quarterly quality assurance monitoring/ quality improvement teleconference calls, as scheduled by the SCM. Teleconference calls may be needed more frequently than quarterly, at the discretion of the SCM. The State's attendees may include SCM,

operational staff, participants/Authorized Representatives, and other interested stakeholders, as designated by the SCM.

5. Response to corrective action plans.
6. Incorporate the results of the annual Participant/Authorized Representative and Vendor Satisfaction Surveys, as required below.
7. Develop a process for evaluating the effectiveness of the Participant Orientation and skills training sessions and include the use of an evaluation form.

(iv) Annual Satisfaction Survey

The contractor's sole operator position in the VF/EA service market requires accurate, reliable and courteous performance because participants do not have another option for obtaining these critical services. The contractor shall disseminate an annual Participant Satisfaction Survey and Vendor Satisfaction Survey, which shall be developed by the contractor based on the Goals and Objectives jointly identified by the SCM and the contractor. Based on the results of the annual Participant and Vendor Satisfaction Surveys, the contractor may be notified by the SCM to prepare a corrective action plan to address issues that do not meet a eighty-five percent (85%) customer satisfaction rate.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience designing participant satisfaction surveys for VF/EA programs of similar size and scope, including best practices on survey language, duration, and distribution to ensure a representative sample.
2. Current employment and/or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in participant satisfaction surveys or initiatives.
3. By program, the results of all surveys used in self-directed programs operated over the last three years, including descriptions of how survey results were used to improve program performance.
4. Disclosure of all instances, by calendar year period, where the contractor did not issue a participant satisfaction survey or did not receive enough responses to have a representative sample, with a description of actions taken to improve survey feedback in subsequent years.

The contractor shall:

1. Disseminate an annual Participant Satisfaction Survey, using a randomized statistical sampling methodology, to at least twenty (20) percent of participants in the program with at least one paid participant employee within six months prior to survey date. The survey shall be conducted via at least three formats: a web-based format that meets [Website Content Accessibility Guidelines](#) and has language translation capability (e.g., Google Translate); a telephone survey that can, if needed, access the Telecommunications Relay Service and a language translation service (e.g., Language Line); and a paper survey that can be mailed or emailed for printing and is available in at least the five most frequently used languages in New Jersey other than English.
2. Using these same methods and metrics, the contractor shall disseminate a vendor services-only Participant Satisfaction Survey to participants with no participant employees but with at least one vendor service.
3. Disseminate an annual Vendor Satisfaction Survey, using a randomized statistical sampling methodology, to at least twenty (20) percent of vendors who received a vendor payment within six months prior to survey date. The survey shall be conducted via at least three formats: a web-based format that meets [Website Content Accessibility Guidelines](#) and has language translation capability

(e.g., Google Translate); a telephone survey that can, if needed, access the Telecommunications Relay Service and a language translation service (e.g., Language Line); and a paper survey that can be mailed or emailed for printing and is available in at least the five most frequently used languages in New Jersey other than English.

4. The surveys shall evaluate customer service performance, including, at a minimum, questions that may need to be added at the direction of the SCM based on real or perceived performance issues, as well as questions on the contractor's ability to:
 - a. Provide courteous, prompt attention to an inquirer's needs within one (1) business day (i.e., twenty-four (24) hours), Monday through Friday, of inquiry.
 - b. Respect the customer's privacy during all communication and telephone calls.
 - c. Maintain sensitivity to the diversity inherent in all cultures and disabilities.
 - d. Display and communicate a professional demeanor.
 - e. Provide total accuracy when disseminating information to customers.
 - f. Follow-up on and resolve presented issues.
5. In addition to customer service, the surveys shall also evaluate program operating performance, including, at a minimum, questions that may need to be added at the direction of the SCM based on real or perceived performance issues, as well as questions on the:
 - a. Length and ease of the enrollment process.
 - b. Payment of timesheets and/or invoices within the defined pay-period.
 - c. Length of time to have a reported issue successfully resolved from initial point of contact to resolution.
 - d. Clarity and readability of written materials.
6. The contractor shall collect, analyze, interpret, and summarize the surveys in a report, to be delivered to the SCM within thirty (30) business days of the conclusion of the surveys, including, but not limited to:
 - a. An executive summary, preferably no longer than two pages, that identifies key facts and puts survey statistics in context.
 - b. Summary of survey responses.
 - c. For survey response categories that require remedial action, a plan for how the contractor will address;
 - d. Suggestions of future survey questions that may need to be added to identify the root cause of dis-satisfaction.
 - e. Data visualizations, such as pie charts, graphs, infographics.
 - f. Actionable recommendations.

(v) Corrective Action Plans (CAP)

In the event the SCM identifies a violation of the contract, or other noncompliance with the contract, the SCM will notify the contractor of the occurrence in writing. The SCM will require the contractor to submit a corrective action plan (CAP), particular to the issue, within a specified timeframe, to be determined by the SCM. The CAP shall provide an opportunity for the contractor to resolve the deficiency(ies) without the SCM invoking more serious remedies, such as, but not limited to, contract cancellation, scope changes and engagement of another vendor.

If the contractor fails to meet the standards established in the CAP within the agreed-upon timeframe stated in the CAP, the contractor's PMPM payments shall not be authorized or released until the condition has been remedied and communicated to the contractor in writing as satisfactory by the SCM.

The contractor shall:

1. Respond within the specified timeframe and provide a CAP to the SCM.
2. The CAP shall be a written plan with a specific timeframe for the resolution of the deficiencies and shall be implemented only after it has been reviewed and approved by the SCM.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience evaluating VF/EA programs of similar size and scope and making actionable recommendations on operational enhancements and efficiencies.
2. Current employment and/or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in rapidly analyzing and correcting operating issues.
3. By program, examples and descriptions of prospective operating issues and risks that the contractor avoided through the implementation of new or innovative processes or technologies.

Disclosure of all instances where a state, payer or auditor or similar regulatory entity, required submission of a CAP, including a description of the circumstances and amounts at issue and the error rate, if applicable, with a summary of the root cause analysis and systemic corrective actions taken.

(d) Liquidated Damages

- i. The DHS and the Contractor ("the Parties") agree that it would be extremely difficult to determine actual damages which the State of New Jersey will sustain as the result of the Contractor's failure to meet the performance requirements. Errors made by the Contractor could result in DDD program participant's not having access to life-sustaining care, their caregiver employees not being paid and therefore being unable to continue delivering vital services, and the DDD program being subject to recoupment of federal dollars that puts its continued operation at risk. Therefore, the Parties agree that the liquidated damages specified below are reasonable estimates of the damages the State of New Jersey may sustain from the Contractor's failure to meet the performance requirements and are not to be construed as penalties.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the State of New Jersey. Except and to the extent expressly provided herein, the DHS shall be entitled to recover liquidated damages under each section applicable to any given incident. The State has the sole discretion to determine whether liquidated damages should be assessed.

The following table defines DHS' performance standards for the delivery of services under this contract and the performance deficiencies that may trigger the imposition of liquidated damages:

Indicator	Final Standard	Final Liquidated Damages
<p>Customer Service Section V. Scope of Work (c) Quality Management Requirements (ii) Customer Service Pages 27-29</p>	<p>Service level standards and/or timelines not met, including, but not limited to, those for enrollment and customer service See Pages 27-29</p>	<p>\$1000 per escalation to DDD</p>
<p>Customer Service Section V. Scope of Work (c) Quality Management Requirements (ii) Customer Service (11)(a)-(b) Page 29</p>	<p>Call pick-up by live, qualified contractor staff within twenty (20) seconds shall occur with no less than 90% frequency before transfer to a voice messaging system. At least 90% of the calls, emails, faxes, and letters of inquiry shall receive a resolution or escalation, or be re-assigned to DDD, within one (1) business day of receipt. See Page 29</p>	<p>If error rate exceeds more than 10% = \$5,000 for each 1% above 10%.</p>
<p>Participant Management Section V. Scope of Work (e) Participant Management (i) Enrollment, Management and Termination Page 41-42</p>	<p>Participant enrollment completion performance standards and timeframes as outlined in Participant Enrollment, Management and Termination subsection not to fall below 95% success rate in a one (1) month period, which will be reported by the vendor at least every three (3) months. See page 41-42</p>	<p>If error rate exceeds more than 5% after a root cause analysis is completed where the vendor is documented as the sole cause of the issue = \$1,000 per instance.</p>

<p>Participant Employee Training</p> <p>Section V. Scope of Work</p> <p>(e) Participant Management</p> <p>(iv) Participant Employee Training</p> <p>Page 46</p>	<p>Participant Employee payment suspension initiated by the vendor when mandatory trainings and re-certifications are not completed by due date shall not fall below 98% success rate.</p> <p>See Page 46</p>	<p>If error rate exceeds more than 2% after a root cause analysis is completed where the vendor is documented as the sole cause of the issue = \$1,000 per instance.</p>
<p>Participant Employee Reactivation</p> <p>Section V. Scope of Work</p> <p>(e) Participant Management</p> <p>(iv) Participant Employee Training</p> <p>Page 46</p>	<p>Participant Employee reactivation of employment and payment by the vendor (following suspension) when trainings and re-certifications are complete shall not fall below 98%.</p> <p>See Page 46</p>	<p>If error rate exceeds more than 2% after a root cause analysis is completed where the vendor is documented as the sole cause of the issue = \$1,000 per instance.</p>
<p>Collection of Participant Employee Service Documentation</p> <p>Section V. Scope of Work</p> <p>(e) Participant Management</p> <p>(vi) Participant Employee Service Documentation</p> <p>Page 48</p>	<p>Participant Employee Service Documentation must be collected at the time of timesheet submissions as outlined in Participant Employee Service Documentation subsection with no less than 98% success rate in a one (1) month period, which will be reported by the vendor at least every three (3) months.</p> <p>Page 48</p>	<p>If error rate exceeds more than 2% = \$1,000 per instance.</p>

<p>Content Audit of Participant Employee Service Documentation</p> <p>Section V. Scope of Work</p> <p>(e) Participant Management</p> <p>(vi) Participant Employee Service Documentation Participant Management</p> <p>Page 48</p>	<p>Content Audit of Participant Employee Service Documentation as outlined in Participant Employee Service Documentation subsection.</p> <p>The described 5% monthly content audit and resulting corrective training will occur as described 100% of the time. This will be reported by the vendor at least every three (3) months.</p> <p>See Page 48</p>	<p>If content audit falls below 5% of submissions = \$2,000 per percentage point below 5%.</p> <p>If corrective training is not provided within listed timeframe = \$1,000 per instance where targeted training did not occur.</p>
<p>Contractor Payment for Participant Services</p> <p>Section V. Scope of Work</p> <p>(f) Funds Management and Accounting</p> <p>(iv) Contractor Payment for Participant Services</p> <p>Pages 51-52</p>	<p>Payments are missed because the contractor is unable to process prior authorizations, inaccurately records prior authorizations, or makes any other error or omission</p> <p>See Pages 51-52</p>	<p>10% of the value of impacted prior authorizations for each calendar day of delay and shall self-report violation of applicable payroll laws to the NJ Department of Labor and Workforce Development</p>
<p>Process Participant Employee Payroll</p> <p>Section V. Scope of Work</p> <p>(g) Processing, Paying, and Tracking Payments</p> <p>(i) Process Employee Payroll</p> <p>Page 54</p>	<p>Participant Employee ACH payments shall be deposited into employee accounts and paper checks shall be mailed within ten (10) calendar days of the end of the pay period in which the wages were earned at a no less than 98% success rate.</p> <p>See Page 54</p>	<p>If error rate exceeds more than 2% after a root cause analysis is completed where the vendor is documented as the sole cause of the issue = \$1,000 per instance.</p>

Process Vendor Payments Section V. Scope of Work (g) Processing, Paying and Tracking Payments (ii) Process Vendor Invoices Page 57	ACH payments must be deposited into vendor account and paper checks shall be mailed within fifteen (15) calendar days of receipt of a participant-approved invoice at a no less than 98% success rate. See Page 57	If error rate exceeds more than 2% after a root cause analysis is completed where the vendor is documented as the sole cause of the issue = \$1,000 per instance.
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The Contractor agrees that Liquidated Damages shall be paid within 90 calendar days following the close of the measurement period without requiring any written request from the State, if the State has not otherwise deducted such funds from those owed to the Contractor.

iii. Notification Of Liquidated Damages

Upon determination that liquidated damages are to be assessed, the Director or the State Contract Manager will notify the Contractor of the assessment in writing. The availability of any period of cure will depend on the situation and will be in the sole discretion of the Director. The Director may, in the Director’s sole discretion, elect to notify the Contractor that liquidated damages may be assessed so as to provide a warning, prior to assessing them in accordance with this section, but if the Director does not provide such a warning the Director is not precluded from assessing liquidated damages in accordance with this section. Notwithstanding any provision of any Bid Solicitation to the contrary, should there be any conflict between this section and any other provision of the Bid Solicitation, this section shall supersede such section of the Bid Solicitation.

iv. Conditions For Termination Of Liquidated Damages

The continued assessment of liquidated damages may be terminated at the sole discretion of the Director, only if all of the following conditions are met:

- A. The Contractor corrects the condition(s) for which liquidated damages were imposed;
- B. The Contractor notifies the State Contract Manager in writing that the condition(s) has (have) been corrected; and
The Director reviews and approves in writing the recommendation of State Contract Manager.

(e) Participant Management

i. Enrollment, Management and Termination

Successful implementation of the VF/EA model requires significant coordination with participant employers, Authorized Representatives, Support Coordinators, and Support Brokers. The contractor’s response must demonstrate that it fully understands and can fulfill its role and responsibilities, as well clearly communicating this information to participant employers, Authorized Representatives, participant employees and vendors.

The contractor is responsible for all employment, tax and labor administrative and compliance functions including, but not limited to:

1. Providing training and technical assistance to participant employers, Authorized Representatives, participant employees and vendors.
2. Establishing and maintaining the participant as the employer of record, including obtaining an FEIN.
3. Obtaining a workers' compensation policy on the participant employer's behalf.
4. Enrolling, employing, and paying participants' employees.
5. Ensuring all participant employee mandatory trainings are completed within the specified timeframes.
6. Checking participant employees and goods and services vendors against the Medicaid and other exclusion databases at the frequencies specified.
7. Issuing participant employee payments for completed trainings.
8. Withholding, filing and paying all taxes. This includes timely communication with relevant parties (Ex. Participant Employers, Participant Employees, Support Coordinators, Support Brokers, etc.) related to any changes in payroll costs that include the process to address. For example, if an increase to a Participant Employer's State Unemployment Insurance Tax Rate or State Disability Insurance Tax Rate occurs, there must be timely notification of the change with a process approved by the SCM to address.
9. Terminating participant employees.
10. Ensuring that participants are aware of their responsibilities and how to discharge them in coordination with the contractor, including, but not limited to:
 - a. How to notify the contractor of recruitment and selection of participant employees.
 - b. Ensuring the integrity of Medicaid service claims by providing participants with best practices for daily supervision of participant employees, including determination of participant employee Tasks, hours and schedule.
 - c. How to review and certify employee timesheets prior to submission to contractor for payment.
 - d. That the participant must work, in a timely fashion, with their Support Coordinator and/or Supports Broker and contractor in instances where State Unemployment Insurance (or other participant employee related payroll costs) increase to adjust the wages of participant employees. The contractor has the responsibility of notifying the SCM, participant employer, Support Coordinator and/or Supports Broker of these required changes providing adequate time for any needed changes to the plan of care and prior authorizations to occur. At all times, the contractor must be in compliance with State and Federal labor laws.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience designing and operating a VF/EA program of similar size and scope, including of the challenges inherent in operating as an agent, such as processes for obtaining initial EINs or transferring EINs from a predecessor agent, working with labor agencies to accurately account for employer liability between predecessor and successor agents, terminating participant employees, and resolving taxes issues.
2. Current employment and/or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in any aspect of VF/EA program design and operation.
3. By program, examples and descriptions of public-facing communication materials used by the contractor for self-directed programs operated over the last three years, including details that a subject-matter expert would require to evaluate how effectively the contractor established accurate expectations for program operation and delineated its responsibilities versus those of participants.

4. Disclosure of all instances where a state, payer or auditor or similar regulatory entity, formally or informally, complained, issued or noted deficiencies in performance or contract compliance, or where any question on a customer survey received a satisfaction score of less than eighty-five percent (85%), including a description of the circumstances and amounts at issue and the error rate, if applicable, with a summary of the root cause analysis and systemic corrective actions taken.

The contractor shall:

1. Throughout the contract, maintain a team of at least two enrollment specialists dedicated solely to the contract and reporting to the Enrollment Services Manager.
 - a. In addition to meeting the staffing minimum, the contractor shall employ enough dedicated enrollment specialists to ensure that all enrollment timelines and standards are met.
 - b. If any of the enrollment timelines and standards are not met at any time, the contractor shall hire additional enrollment specialists within two weeks of occurrence of the deficient measure and shall not reduce the number until approved by the SCM.
2. Have an electronic system that automatically tracks, timestamps, aggregates information for reporting, and sends alerts for at least the following performance standards and timeframes:
 - a. For the first thirty (30) business days after referral of a new participant, including all participants during contract assumption period, the enrollment specialist making the first participant welcome call shall be assigned as the sole point of contact for enrollment issues experienced by the participant or the participant's Authorized Representative, participant employees and vendors.
 - 1) After the participant's first thirty (30) business days, the contractor may route enrollment requests and issues to any available enrollment specialist.
 - b. Within two (2) business days of receipt of the electronic Individual Referral file from DDD, an enrollment specialist shall conduct a participant welcome call with the individual or their Authorized Representative and/or Supports Broker to introduce themselves, welcome them to the program, provide phone and email contact information, and obtain information needed to prepare the Participant Employer Enrollment Packet.
 - c. Within five (5) business days of receipt of the electronic Individual Referral file from DDD, an enrollment specialist shall conduct a welcome call with all of the participant's employees and vendors to introduce themselves, provide phone and email contact information, welcome them to the program, and obtain information needed to prepare the participant Employee or Vendor Enrollment Packets.
 - d. Within ten (10) business days of referral, if requested by a participant, Authorized Representative, participant employee or vendor, the enrollment specialist shall meet with the requesting parties, together or separately, to provide technical assistance on completing the enrollment packets and shall continuing meeting and providing technical assistance, upon request, until the enrollment process is complete.
 - 1) Meetings must be available in person, by phone, or by videoconferencing platform, depending on participant preference.
 - 2) Vendor enrollment shall include but not be limited to vendor orientation and training (e.g., how to complete and submit an invoice that aligns with the Service Detail Report, and identification of authorized invoice signatories), and troubleshooting and escalation process for vendor issues.
 - e. Within two (2) business days of receiving packets, review them for completeness and make notifications of any missing or incorrect information.

- 1) Send a reminder notification every three (3) calendar days through an individual's preferred communication channel to notify them of any missing or incorrect information.
- f. Within two (2) business days of receiving completed packets, the contractor shall confirm that any individual applying for any role does not appear on state, federal or other debarment lists identified by the Division of Medical Assistance and Health Services, including, but not limited to:
- 1) New Jersey Department of the Treasury Consolidated Debarment Search: <https://www.state.nj.us/treasury/revenue/debarment/debarsearch.shtml>.
 - 2) New Jersey Office of the State Comptroller, Medicaid Fraud Division Disqualified Providers: <https://www.nj.gov/comptroller/about/work/medicaid/>.
 - 3) State of New Jersey Debarment List.
 - 4) Federally Disqualified Providers.
 - 5) State of Pennsylvania Medichex.
 - 6) State of New York Office of the Medicaid Inspector General.
 - 7) Medical Provider Credential Verification by State: <https://miamifrp.com/verification/>.
 - 8) Office of the Inspector General: <https://exclusions.oig.hhs.gov/>.
 - 9) Centers for Medicare and Medicaid Services: <https://portal.cms.gov/portal/> and <https://pecos.cms.hhs.gov/pecos/login.do?NEXT=NEXT#headingLv1>.
 - 10) General Services Administration: <https://sam.gov/content/home>.
 - 11) NPPES NPI Registry: <https://npiregistry.cms.hhs.gov/>.
 - 12) NJ Office of the State Comptroller Provider Exclusion Report: <https://nj.gov/comptroller/about/work/medicaid/>.
- g. Within two (2) business days of receiving completed packets, the contractor shall make notifications, verifications, and file forms with the appropriate federal and State agencies, including but not limited to:
- 1) Having an electronic system and written policies and procedures in place to enroll participants as the employer of record, including obtaining an FEIN and workers' compensation on behalf of the participant employer.
 - 2) Notifying the participant's Support Coordinator (SC) upon completion of participant employer and participant employee enrollment, so that SC can add the service to the service plan.
 - 3) Confirming each employee's social security number through the [SSA Social Security Number Verification Service](#).
 - 4) Reporting participant's new hires to the [New Jersey New Hire Directory](#) within twenty (20) calendar days of hire.
 - 5) Processing the participant employee's I.R.S. Form W-4, Withholding Allowance Certificate, and the NJ Form W-4, Withholding Allowance Certificate, when applicable.
 - 6) Collecting and maintain copy of U.S.CIS Form I-9, Employment Eligibility Verification, in each participant employee's file.
 - 7) Submitting the required documentation for participant employee Criminal History Record Information (CHRI) checks to the appropriate State agency upon initial hire.
 - i. The contractor should receive and maintain CHRI check results on participant employee candidates on file, and indicate if they are cleared or not cleared for hire.
 - ii. The contractor is not permitted to provide CHRI check results to participants.

- iii. If not cleared, DHS is charged with informing participant employees if they are disqualified or need to provide additional information and will allow the participant employee to challenge the accuracy of the results.
 - 8) Submitting the required documentation for Central Registry of Offenders against Individuals with Developmental Disabilities checks to the appropriate State agency.
 - 9) Issuing an Identification (ID) Card to participant employees upon completion of hiring process. The ID Card should include, at a minimum, the participant employee's name, contractor name, contractor website and logo, and include this statement: "This individual provides critical on-site care to an individual with an intellectual or developmental disability."
 - h. Within fifteen (15) business days of the referral, all enrollment process, applications and background checks are complete, errors are corrected, issues are resolved, and services can be provided by participant employee or vendors. This expectation should not fall below a 95% success rate in a one (1) month period, which will be reported by the vendor to the SCM at least every three (3) months.
 - i. Between the twentieth (20th) and thirty (30th) calendar day following referral, the enrollment specialist shall contact each participant, Authorized Representative, participant employee and vendor to confirm that payments and contractor related functions are being delivered without problems. If a contractor related problem is reported that cannot be addressed by the enrollment specialist, the enrollment specialist shall enter a support ticket and escalate the issue to the Enrollment Service Manager, who shall ensure that the issue is assigned to the appropriate contractor unit or staff member. If a problem is reported that is not related to contractor related functions, the contractor shall create and escalate a support ticket to DDD so it can be followed up on.
3. Upon each annual anniversary date of an individual's enrollment, the contractor shall confirm and record on file that:
 - a. The individual does not appear on state, federal or other debarment lists identified by DDD, including, but not limited to, those listed above.
 - b. The individual does not appear on the Central Registry of Offenders Against Individuals with Developmental Disabilities.
4. Within five (5) business days of being alerted by DHS that a new offender has been added to the Central Registry of Offenders Against Individuals with Developmental Disabilities, the contractor shall check all records and shall send the SCM with documentation of the results.
5. The contractor shall terminate participant employee or vendor participation upon occurrence of any of the following:
 - a. Terminate participant employees and vendors who are discharged by the participant employer, in accordance with all federal and State employment laws.
 - b. Terminate participant employees or vendors at the direction of the SCM, in accordance with all federal and State employment laws.
 - c. With prior notification to and approval from the SCM, terminate participant employees who fail to meet and maintain employment criteria, including, but not limited to:
 - 1) Failure to complete mandatory trainings, certifications, and re-certifications.
 - 2) Failure to comply with and pass State requirements and processes for drug testing.
 - 3) A disqualifying result on the Criminal History Record Information (CHRI) or Child Abuse Record Information (CARI) checks.
 - i. In the case of a disqualifying result on a CARI check, the contractor shall notify the participant employer, Support Coordinator and Supports Broker immediately

upon receipt and termination of employment shall occur within 24 hours of receipt of the result.

6. Notify the SCM of any employment terminations immediately, so that the association of the participant employee is removed from the contractor. Successful termination of employment following the above expectations shall not fall below a 95% success rate in a one (1) month period, which will be reported by the vendor to the SCM at least every three (3) months.
7. The contractor shall have a system to receive participant disenrollment information from the SCM.
 - a. The contractor must maintain copies of all forms, supporting documentation, and authorizations obtained throughout the disenrollment process in each Participant/ Authorized Representative file.

i. Enrollment Packets

Accurate and timely enrollment is a critical element of contract compliance and a participant employee's ability to begin providing life-sustaining services. High quality enrollment processes and materials bring forward the date upon which services can begin and reduce escalations for the contractor, participants and DDD. The contractor shall prepare separate Participant Employer, Participant Employee and Vendor Enrollment Packets that can be distributed electronically or by USPS mail, depending on the recipient's preference.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience designing electronic and paper program enrollment forms and processes, particularly for programs, like Medicaid, that involve a significant level of compliance monitoring.
2. Current employment and/or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in participant enrollment.
3. By program, examples and descriptions of participant enrollment materials and processes used by the contractor for self-directed programs operated over the last three years, including details that a subject-matter expert would require to evaluate the user experience and time taken to complete the process.
4. Disclosure of all instances where issues with program enrollment delays were either traced to systemic problems or where more than five (5) percent of participants enrolling in a one-month period took more than thirty (30) calendar days to complete the process, with a summary of the root cause analysis and corrective actions taken.

The contractor shall:

1. Have online enrollment through a secure user portal.
2. Offer and support a paper-based enrollment process for individuals that prefer to use or for use in the event of system outages.
3. Have a system in place that allows participants/Authorized Representatives and participant employees to scan and submit manually-completed enrollment paperwork via secure interface, and shall also have a web-based system that enables participants to complete enrollment and upload signed documents via a password-protected online portal.
4. Maintain copies of all forms, supporting documentation, and authorizations in each individual's file.
5. The Participant Employer Enrollment Packet must be well-organized, user-friendly, and conform to [Plain Language](#) laws and guidelines. The enrollment packet shall include, but is not limited to:
 - a. A letter introducing the contractor and the program.
 - b. Required enrollment forms for all information the contractor will need to act as the employer agent, including obtaining an FEIN and a workers compensation policy, filing taxes, and making other employer payments.
 - c. Authorized Representative form.

- d. Supports Brokerage Authorization Form
 - e. Information about the Participant Employer Orientation and Skills Training.
6. The Participant Employee Enrollment Packet shall include, but is not limited to:
- a. Personal Information, including relationship to individual receiving services, living arrangement in relation to individual receiving services and total number of individuals the employee is providing services to and Self-Identification Form.
 - b. VF/EA Eligibility Form.
 - c. I.R.S Federal Form W-4 Employee Withholding Certificate.
 - d. New Jersey State W-4 Employee Withholding Certificate.
 - e. Employee Background Check Release Form.
 - f. Fingerprinting Form.
 - g. Notice regarding Stephen Komninos' Law pre-employment and random drug screening, including instructions for completing pre-employment drug screening.
 - h. CARI Check information and application instructions.
 - i. Central Registry Check Form.
 - j. Motor Vehicle Check information and instructions.
 - k. Office of Inspector General Free of Adjudication Form.
 - l. Medicaid provider agreement.
7. The Vendor Enrollment Packet shall include, but is not limited to:
- a. Introductory letter, including contact information for enrollment issues and payment issues.
 - b. I.R.S Form W-9, Request for Taxpayer ID and Certification.
 - c. Vendor Payment Information Form.
 - d. Vendor invoice and billing instructions.
 - e. Vendor login information and instructions for electronic vendor billing.
 - f. Vendor invoice due dates and payment schedule.
 - g. Medicaid provider agreement.

(iii) Orientation for Participant Employers and Their Authorized Representatives

The quality of the user experience in the program, as well as the accuracy and completeness of information submitted to the contractor, is a direct result of the contractor's welcome process for participant employers and their Authorized Representatives. Individuals choosing to self-direct services will have a wide range of experience and knowledge about the program, including those who have lived through the development of several programs in New Jersey, those who have used programs in other states with different rules, and those who are using the self-direction model for the first time. The contractor shall develop a Participant Employer Orientation and Skills Training for participants and their Authorized Representatives that recognizes the variety of experiences and needs in a culturally sensitive manner, and, in accordance with the philosophy of self-direction, empowers participants and their Authorized Representatives by expanding their degree of choice and control over the services and supports needed to live at home.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience administering participant onboarding programs, particularly for programs, like Medicaid, that involve a significant level of compliance monitoring.
2. Current employment or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in participant training and programs.

3. By program, examples of participant onboarding training materials and curricula used by the contractor for self-directed programs operated over the last three years, including details that a subject-matter expert would require to evaluate the user experience including companion guides and instructional materials that ensure individuals understand how to accurately and completely fill out enrollment materials.
4. Disclosure of all instances where issues with program operations were traced to systemic participant errors, with a summary of the root cause analysis and systemic corrective actions taken to improve training materials or processes.

The contractor Shall:

1. Develop a Participant Employer Orientation and Skills Training that uses a standardized curriculum and materials, to be approved by the SCM prior to use.
2. The Participant Employer Orientation and Skills Training shall be conducted via live or pre-recorded webinar, with the option for participants to request further one-to-one training at a convenient physical location, by remote teleconferencing, or by telephone. The contractor shall ensure that all participant employers and Authorized Representatives enrolling/enrolled in the VF/EA program have access to the Participant Orientation and Skills Training.
3. The Orientation curriculum shall include, but not be limited to, the following:
 - a. An overview of VF/EA model of self-direction.
 - b. Role and responsibilities of the VF/EA FMS contractor.
 - c. Contractor's hours of operation.
 - d. Key contact names and contact information for the contractor.
 - e. Toll-free numbers for telephone, TTY/TDD, and fax.
 - f. Customer service contact information, response timeframe, and processes.
 - g. How the Participant Employer/Authorized Representative may interact with the contractor's personnel.
 - h. Participant's Bill of Rights.
 - i. Program Consent Form.
 - j. Participant Employer problem solving and decision making.
 - k. Development and use of risk management and emergency worker back-up plans.
 - l. Process for resolving issues and complaints, including preparing and implementing participant employee corrective action plans.
 - m. Website address and brief overview of DDD's [Report Suspected Abuse](#) webpage.
 - n. Description of the procedure for addressing emergencies, list of emergency contacts, and emergency telephone numbers.
 - o. Description of the role of the Authorized Representative (AR): to interact with the contractor on behalf of the individual, and to sign and/or approve timesheets and invoices, and description of who an individual may wish to assign as an AR: someone the individual trusts, perhaps a family member or guardian, and someone who is willing and able to accept the responsibilities.
 - p. Role, responsibilities, and Tasks of the Participant Employer/ Authorized Representative.
 - q. Process for reviewing and certifying participant employee timesheets.
 - r. Participant Employee right to file unemployment and workers' compensation insurance claims, when appropriate.
 - s. Calling DDD to report an "unusual incident," such as a medical emergency, while the individual is receiving DDD-funded services.

- t. Process for reviewing workplace safety, and strategies for identifying and effective reporting and management of workplace issues and injuries, for workers' compensation insurance purposes and including in the process a Site and Home Safety Checklist.
- u. Explanation of annual Participant and Vendor Satisfaction Surveys.
- v. Overview of Electronic Visit Verification (EVV).
- w. Overview of contractor's process for collecting and providing training on mandatory Service Documentation. (DDD will provide information on how to write service documentation notes).
- x. Any other required elements not listed above, as per the Community Care Program and Supports Program Policies and Procedures Manuals or upon request of the SCM.

(iv) Participant Employee Training

Accurate and timely employee training is a critical element of contract compliance, a participant employee's ability to begin providing life-sustaining services, and protection of participants from harm. The contractor shall ensure participant employee compliance with all training requirements, including administration of certain training programs and systems. As the Medicaid provider, the contractor is responsible for ensuring that all services claimed are delivered by individuals qualified under the wavier service definitions, which includes completion of required trainings.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience administering training programs and requirements, particularly those that are legally mandated or required before employment.
2. Current employment or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in administering training and compliance programs.
3. By program, a description of all training courses or modules administered by the contractor for self-directed programs operated over the last three years, including details that a subject-matter expert would require to evaluate the user experience and the ability of the contractor to automate monitoring and reminders of training deadlines and deficiencies.
4. Disclosure of all instances where the contractor cleared a participant employee or service provider to work when a required training had either expired or had not be assigned, completed, or passed, with a summary of the root cause analysis and systemic corrective actions taken.

The contractor shall:

1. Have an electronic system that alerts the participant employee and prevents payment from being issued when training completion timeframes are not met, as defined in the Supports Program and Community Care Program Policies and Procedures Manuals. The contractor shall notify participant employer and participant employee by email (or by mail when email is not an option) and by telephone on at least five defined intervals prior to timeframe deadlines – once at three (3) months prior, once at two (2) months prior, once at one (1) month prior, once at 15 days prior, and once on the due date – alerting them that employment and payment may be suspended if trainings and/or re-certifications are not completed within defined timeframes. Trainings include but are not limited to:
 - a. College of Direct Support (CDS) online trainings.
 - b. CPR/FA Certification and Recertification.
 - c. Participant/Family-Developed Orientation.
 - d. Specialized Training(s), as applicable.
 - e. All other trainings that may be required per DDD policy.

2. The contractor is responsible to ensure employment and payment are suspended when trainings and re-certifications are not completed by due date, and to ensure employment and payment are reactivated when trainings and re-certifications are completed. Ensuring employment and payment suspension and employment and payment reactivation shall not fall below a 98% success rate. Payments issued by the contractor to participant employees who are out of compliance with training timeframes will not be reimbursed and the contractor shall be subject to recoupment if claims are submitted to the MMIS.
3. Act as the Administrator for the required online training provided by the College of Direct Support by enrolling new participant employees into mandatory training as determined by DDD. The contractor shall ensure that participant employees hired by the participant successfully complete all mandatory training within specified timeframes and shall be liable for services delivered that do not meet service definitions for payment or federal financial participation

(v) Electronic Visit Verification

The contractor shall have a system in place to be in compliance with Section 12006(a) of the 21st Century Cures Act regarding Electronic Visit Verification (EVV) for Medicaid personal care services (PCS) and home health care services (HHCS) that require an in-home visit by a provider.

The contractor's EVV system for the DDD VF/EA model shall either be (a) separate and distinct from any existing EVV system operated by the contractor, or (b) fully integrated into the contractor's existing EVV system and fully tested and operational for DDD VF/EA participants and participant employees at the time of the Project launch. Any contractor solution shall also integrate with the State's contracted EVV aggregating entity. The State's current EVV aggregating entity is HHAeXchange. Information about their New Jersey program can be found at <https://hhaexchange.com/nj-dmahs/>.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience implementing EVV systems and functionality, including integration of EVV data with external systems or databases similar to the data exchange required by this contract and steps taken to ensure a frictionless user experience.
2. Current employment or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in EVV.
3. By program, a summary of EVV claims submitted by service name, procedure code, and modifier of service units, the dollar amount and percentage paid to the contractor on the first submission, the dollar amount and percentages pended and later paid, the average amount of time it took for pended claims to be corrected and paid, and the dollar amount and percentages claims denied without subsequent payment.
4. Disclosure of all instances where reviews or audits found deficiencies in EVV records, including a description of the circumstances and amounts at issue and the error rate, with a root cause analysis and systemic corrective actions taken.

The contractor shall:

1. Integrate the contractor's EVV system with the State's contracted EVV aggregating entity, which at this time is HHAeXchange. Business Requirements and Technical Specifications are subject to change and are available at: <https://hhaexchange.com/nj-dmahs/>.
2. The contractor will ensure their EVV solution supports separation of participants and participant employees in the DDD VF/EA model and participants and participant employees in any other model or program the contractor may administer.

3. The contractor shall participate in EVV committees and meetings as requested by DDD.
4. The contractor shall develop EVV skills training for participant employers or their representative and participant employees.
5. Currently, New Jersey does not require EVV to be used by participant employees who live in the same residence as the participant receiving services. Therefore, the contractor shall ensure the EVV Live-In Caregiver Attestation is completed at the time of hire, and shall annually review employee eligibility for the live-in caregiver exception from EVV. A report providing data on live in caregivers shall be provided to DDD on a quarterly basis.
6. The contractor shall identify a process whereby the EVV live-in exception status can be revoked by the contractor if it is determined the participant employee does not meet/no longer meets the live-in criteria, and by the participant employer and/or participant employee upon request.
7. The contractor's EVV solution shall be capable of electronically capturing the six required elements, as outlined in the 21st Century Cures Act, via smartphone, tablet, landline telephone, or in-home device. The in-home device shall be provided to participant at no cost in cases where other methods are unavailable. Any of the aforementioned options shall be available to participants at the direction of the Department of Human Services.
8. The contractor's EVV solution shall include a service documentation requirement consisting of a dropdown or similar menu of DDD-defined activities of daily living (ADLs), where at multiple selections, as required by DDD, can be made, and a blank field for each date of service for notes to be entered by participant employee. It shall also capture the location where the service was rendered and if the person rendering the service is a live in caregiver.
9. The contractor's EVV solution shall be integrated into its electronic timesheet submission process.
10. The contractor EVV solution shall accommodate situations where a service starts or ends a service in the home (where EVV is required) but the service starts or ends in the community (where EVV is not required). For example, a participant employee begins the service by picking up the participant from their day service location, completes community integration activities in the community with the participant, then ends the service by taking them into their home.
11. The contractor's EVV solution shall capture required elements in times or geographic areas where there is limited or no connectivity.
12. The EVV system will allow users to correct shift details.
13. The contractor shall provide DDD with a quarterly report including, but not limited to:
 - a. Number of participants in the VF/EA FMS model.
 - b. Number of participants with at least one EVV service.
 - c. Number of participants with an EVV service who are solely supported by live-in caregivers.
 - d. Number of participants with an EVV service who are solely supported by non-live-in caregivers
 - e. Number of participants with an EVV service who are supported by both live-in and non-live-in caregivers.
 - f. If requested, the drill-down data related to each field will be provided.

(vi) Participant Employee Service Documentation

Service documentation notes are required to be entered on participant employee timesheets to support Medicaid reimbursement. Documentation of services provides the evidence that the participant employee delivered the services, and delivered them in accordance with the individual's needs and outcomes as identified in the service plan. Failure to accurately collect service documentation will result in recoupment or voided claims upon audit, which the contractor shall be liable for without recourse to recovery from participant employers, Authorized Representatives, participant employees, vendors or any other individual, entity or government agency associated with the program.

The contractor shall have a timesheet system that requires and collects participant employee service documentation notes, and that prevents payment when service documentation notes are absent with no less than a 98% success rate in a one (1) month period, which will be reported by the vendor to the SCM at least every three (3) months.

The service documentation platform must include a checklist of pre-defined activity areas, one or more of which can be selected by the participant employee; and must include sufficient space for participant employees to enter brief daily note that identifies who delivered the service, who received the service, what service was delivered (if multiple services delivered the ability to capture all referenced information for each), when and where the service was delivered, and why the service was delivered (daily note must link service to documented outcomes). Some elements may already be captured on the electronic or paper timesheet (e.g., who received the service, when the service was delivered), in which case those elements do not need to be repeated in the service documentation note.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience collecting service documentation in Medicaid, social services or healthcare programs.
2. Current employment or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in managing or reviewing billing service documentation, implementing technology solutions to ensure service documentation compliance, or evaluating service documentation to monitor and improve service quality.
3. By program, a description of all service documentation systems, implemented by the contractor for self-directed programs operated over the last three years, including details that a subject-matter expert would require to evaluate the quality of the user experience and the accuracy of data collected, with an emphasis on innovative approaches to streamline participant employee or vendor data entry while still capturing robust and compliant program information.
4. Disclosure of all instances where reviews or audits, completed on a monthly basis, found deficiencies in service documentation, including a description of the circumstances and amounts at issue and the error rate, with a root cause analysis and systemic corrective actions taken.

The contractor shall:

1. Maintain electronic records of participant employee service documentation notes that shall be available for remote and/or on-site review by the State or other SCM authorized auditing authority.
2. Create a paper timesheet submission process available that includes participant employee submission and contractor recording of service documentation notes.
3. Not issue participant employee payment for timesheets that do not include at least one ADL from the defined menu and one text entry per day.
4. Complete 5% content audit on a monthly basis on service documentation submissions. The content audit shall check that all required elements are present in service documentation notes so that relevant claims are supported. Any errors shall be addressed by the contractor through targeted and/or systemic training of participant/Authorized Representative(s), participant employee(s), or other relevant party within 60 days. In the event of a negative audit finding where the contractor is documented as the sole cause of the issue, the contractor shall be responsible for any Medicaid recoupment or penalty payments. The content audit and any resulting corrective training will occur as described 100% of the time. This will be reported by the vendor to the SCM at least every three (3) months.

(f) Funds Management and Accounting

(i) Enroll as a Medicaid Provider

The contractor must register with the current MMIS fiscal agent and obtain a NJ Medicaid Submitter ID. This is done through the completion of an Electronic Data Interface (EDI) Agreement. A copy of the form and instructions are in Section 2 of the NJ Medicaid HIPAA Companion Guide, which is available at www.njmmis.com. Should the MMIS fiscal agency for NJ Medicaid change, the contractor must take proper steps to ensure continued enrollment with no interruption in its ability to submit claims.

The contractor is the Medicaid service provider and shall claim through the fiscal agent's MMIS for all services provided, including the contractor's management of administrative services and the service cost for all participants' services at the amounts authorized in the service plans.

The contractor shall receive, disburse, and track Medicaid and State funds in an accurate and timely manner and in accordance with federal and State requirement (e.g., payroll, tax, insurance). DHS may, at any time and at its discretion, audit the contractor's administration and use of public funds.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Proposal components are discussed in the context of each specific financial and MMIS functional requirement below.

The contractor shall:

1. Enroll as a Medicaid provider. Enrollment as Medicaid provider for the appropriate billing function and service codes. Enrollment instructions, application, and NJMMIS Provider Registration are available at <https://www.njmmis.com/providerEnrollment.aspx> and <https://www.njmmis.com/providerRegistration.aspx>.
2. Ensure completion of all required MMIS testing prior to go-live, as determined by Medicaid/Gainwell. This shall include integration, system, and acceptance testing.
3. The contractor system shall have the flexibility to add or adjust Medicaid waiver services/codes at any time, upon SCM request, and/or resulting from changes to DDD's Medicaid waiver programs.

(ii) Contractor's Cash Flow

The contractor is required, and shall have funds available, to pay participants' workers and providers/vendors. Failure to pay participants' workers and vendors accurately and timely will endanger participant service delivery, impact participant employee and vendor financial solvency, and may violate State and federal laws. The contractor is required to make payment for participants' goods and services and directly-hired participant workers' payroll. Depending on the payment schedule and the timing of the debits and credits into and from the contractor's and participants' cash accounts, the contractor must be fiscally prepared to accept responsibility for making the payments, while awaiting receipt of the reimbursements.

Expenses for processing payroll and other administrative expenses shall be reimbursed as part of the per person, per month administrative fee. Similarly, the contractor must be fiscally prepared to accept responsibility for making these payments, while awaiting receipt of the reimbursements through MMIS claims.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience managing programs that require the contractor to provide working capital and meet payment timelines that are set independently of receivable payment, particularly those involving the submission of Medicaid claims.
2. Current employment and/or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in cash flow management or just-in-time financing.
3. Audited financial statements for the past three years demonstrating a strong financial position, including liquid assets and a low debt ratio, preferably below 40%, and an auditor's report confirming the financial statements comply with generally accepted accounting principles, are free from material misstatement, with no doubts or findings about the entity's internal controls or ability to continue as a going concern
4. Disclosure of all instances where the entity failed to make a contractually required debt or vendor payment, or technically defaulted on a financial covenant or agreement, including a summary of the circumstances, amount or financial covenant at issue, and how the issue was cured.

The contractor shall:

1. Provide a dedicated checking account with \$3 million cash working capital from which to fund all contractor expenses while reimbursement from MMIS claims is pending. The contractor shall provide the SCM with an original document from the entity holding the cash balance, before the contract's effective date, and annually thereafter on the anniversary date of the contract effective date, or within five (5) business days, if requested by an SCM. The contractor shall maintain the dedicated account throughout the contract term. The State reserves the right to periodically review and adjust this requirement based on the enrollment and operating costs of the program. The SCM will provide the contractor with sixty (60) calendar days advance notice if the State requires a change to this requirement.
2. To ensure the contractor has the financial capability to meet all expenses, the contractor shall also establish a \$3 million line of credit for this contract that shall be used if contractor payments exceed the working capital cash account. The contractor shall provide the SCM with an original document from the entity providing the line of credit to the contractor, before the contract's effective date, and annually thereafter on the anniversary date of the contract effective date, or within five (5) business days, if requested by an SCM. The contractor shall maintain the above-mentioned line of credit throughout the contract term. The State reserves the right to periodically review and adjust the line of credit requirements based on the enrollment and operating costs of the program. The SCM will provide the contractor with sixty (60) calendar days advance notice if the State requires a change to this requirement.

(iii) Contractor Payment for Administrative Services

The contractor shall be paid for administrative expenses by submitting FMS service claims to the State's Medicaid fiscal agent. These payments shall constitute full and complete payment to the contractor and full discharge of any and all responsibility by the State for the costs of all services that the contractor provides pursuant to this contract.

The contractor is required to establish FMS billing rates pursuant to the pricing schedule, as defined below.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience managing programs that use a capitated, PMPM or similar payment method.
2. Current employment or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in managing business in at-risk or fixed-fee environments where administrative services are not reconciled or paid on a cost or cost-plus basis.
3. The financial statements submitted for the above requirement will also be evaluated as part of this requirement but do not need to be included in the proposal a second time.
4. Disclosure of all instances where the entity reported an operating loss in a program that uses a capitated, PMPM or similar payment method, including a summary of the circumstances, accounting value of loss, and the impact to cash flows in the same reporting period.

The contractor shall:

1. Establish a single PMPM and daily rate for the administrative costs of delivering all contract services to the participant with any number of participant employees. This includes both the costs of administering functions related to participant employer enrollment and taxes, participant employee enrollment, payroll and taxes, EVV, and vendor good and services payments.
 - a. The PMPM shall be charged once per month through the prior authorization process for each participant who has one or more participant employees, from the service start date through the plan year end date unless the participant dis-enrolls from the VF/EA model and/or the participant or contractor terminate the employment of all a participant's employees.
2. For participants who are only using the contractor for goods and services, which are payments made to vendors for services like annual fees, monthly classes and daily transportation, the contractor shall establish a single PMPM and daily rate for the administrative costs of delivering only these services to the participant.
 - a. The PMPM for a participant who only uses vendor services shall only be charged by the contractor during the month(s) in which a vendor payment is issued, regardless of the duration of the service prior authorization. The vendor services only PMPM shall be charged through the prior authorization process, or by voucher if directed to submit in that fashion by the SCM.
3. When PMPM rates change, the new rates shall take effect for the first full month following the effective rate change date.
4. Monthly PMPM prior authorizations are issued by DDD within the first ten (10) business days of each month for the previous month.

(iv) Contractor Payment for Participant Services

The contractor shall be the Medicaid provider of record for the services received by participants from participant employees and vendors. The contractor pays for these services and is reimbursed by submitting Medicaid 837P claims to the Medicaid fiscal agent. These claims are only paid if supported by a valid prior authorization.

During the contract implementation period, the contractor shall submit an application to the Medicaid MMIS to apply to become an approved Medicaid provider for the purpose of submitting claims for services to the Medicaid fiscal agent. DDD will transmit prior authorization details through data/file exchange with the contractor, which shall include prior authorization numbers and procedure codes required for MMIS claiming.

The contractor shall ensure that the contractor's claims submitted to the MMIS for Medicaid services rendered do not exceed the applicable, approved rates, and, if the claim exceeds the MMIS' applicable, approved business rule (e.g., for the rate edit or for another reason), the MMIS will reject the claim, and the contractor

shall re-submit the claim correctly until the claim is approved. The contractor shall not otherwise be reimbursed and is solely responsible for ensuring that payments and claims do not exceed participant prior authorizations.

The contractor shall obtain, through data/file exchange, the prior authorization and service details for each participant employee- or vendor-delivered service added to a participant's plan that identifies the contractor as the VF/EA FMS provider. Prior authorizations include participant's DDDID number; plan, outcome, and service numbers; weekly units and total units authorized; unit rate; prior authorization number; service name and procedure code.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience submitting claims to Medicaid Management Information Systems.
2. Current employment and/or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in Medicaid claims processing or health care billing.
3. By program, a summary of MMIS or insurance claims submitted by service name, procedure code, and modifier of service units, the dollar amount and percentage paid to the contractor on the first submission, the dollar amount and percentages pended and later paid, the average amount of time it took for pended claims to be corrected and paid, the dollar amount and percentages claims denied without subsequent payment, and a description of prior authorization processes and edits used in each program.
4. Disclosure of all instances where payment reviews or audits resulted in voids or recoupment of vendor Medicaid claims, including a description of the circumstances and amounts at issue and the error rate, with a summary of the root cause analysis and systemic corrective actions taken.

The contractor shall:

1. Submit weekly claims to the MMIS within one hundred and eighty (180) calendar days of the date of service for Medicaid services rendered, and in accordance with the participant's budget and established service rate(s), billing and contract requirements, using the proper procedure codes.
2. Perform an enrollment exchange with the Division and an eligibility exchange with Medicaid/Gainwell before delivering service to determine the appropriate business rules to follow when submitting weekly claims to and receiving reimbursement from the Medicaid fiscal agent's MMIS for (a) Medicaid services rendered; and (b) the contractor's claiming for the administrative per-member, per-month expenses.
 - a. If a participant is enrolled in a Medicaid waiver program, has an approved service plan and then loses Medicaid eligibility, the contractor shall continue to fund services in accordance with the Supports Program and Community Care Program Policies and Procedures Manuals.
 - b. If the period of Medicaid ineligibility exceeds the timelines within the policy manuals, the contractor is to request an update through the SCM's designee for Medicaid eligibility issues.
 - c. If Medicaid eligibility is not reinstated and the contractor has not been directed by the SCM to continue service delivery, the contractor shall discontinue services.
3. All payments for FFS waiver program participants and administrative PMPMs shall be received by the contractor through MMIS claims. Funds for these services will be not be advanced or paid in another way.
4. The contractor is required to submit claims to the MMIS weekly. Detailed billing instructions and training materials are available at <https://www.njmmis.com/documentDownload.aspx?fileType=19C807B2-D8D9-4711-BBEE-2C28B6E81BDF>

(g) Processing, Paying and Tracking Payments

(i) Process Employee Payroll

Accurate and timely participant employee payment is a critical element of contract compliance and an individuals' ability to receive life-sustaining services. Failure to accurately and promptly pay participant employees results in participant employee disenrollment from the program to find other jobs, puts participant employees and their dependents at risk of insolvency, and could result in the absence of participant care on short notice if participant employees are unable to work due to contractor payment errors.

The contractor shall accurately and promptly perform all employer-related financial, accounting, withholding, filing, and payroll duties that are required of an employer to provide for all employees. The contractor shall accurately process and distribute all employees' payroll and related federal and New Jersey income tax withholding and employment-related taxes in compliance with all federal and State requirements in a timely manner. At this time, the participant-directed programs covered under this Bid Solicitation do not allow for the payment of overtime; however, the Division is reviewing this program rule. As such, this is subject to adjustment if documented, prior authorized, and within the participant's budget. The contractor's systems must be able to support the payment of overtime, systemically or case-by-case, at the Division's direction without additional charges or system changes.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience administering and complying with New Jersey payroll, tax and leave rules, particularly those applicable to domestic household employers and participant employees.
2. Current employment and/or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in payroll compliance, technology or management.
3. By program, a description of all payroll systems implemented by the contractor for self-directed programs operated over the last three years, including details that a subject-matter expert would require to evaluate the quality of the user experience and the accuracy of data collected, particularly for programs requiring allocation of service hours to specific services or job functions and electronic visit verification.
4. Disclosure of all instances where program payroll was not processed within legal or contractually required timelines, including the duration of the delay, total value of payments and number of employees impacted, with a summary of the root cause analysis and systemic corrective actions taken.

The contractor shall:

1. Enroll, employ, process payroll, and track hours worked and accrued sick leave, per [N.J.A.C. 12:69](#), for participant employees recruited and selected by participant employers to any self-directed services defined in the DDD Supports Program and Community Care Program Policies and Procedures Manuals, including, but not limited to:
 - a. Community Based Supports (H2021HI52)
 - b. Goods and Services, Activity Fee(s) (T1999HI22)
 - c. Individual Supports (H2016HIU8)
 - d. Interpreter Services (T1013HI52)
 - e. Respite, Self-Directed (Participant) Employee (T1005HI52)
 - f. Supports Brokerage (T2041HIU7)
 - g. Transportation, Self-Directed (Participant) Employee (A0090HI52)

2. Pay employees for completing required trainings, as follows:
 - a. The contractor shall issue reimbursement payments to participant employees upon successful completion of training requirements.
 - b. In the event that a participant requires DDD-approved specialized training that is purchased from a third party vendor (e.g., training on personal control techniques) the vendor shall purchase the training, charging it to the participant's budget, and ensure that staff engaging in the training are paid for time spent in training.
3. Maintain a bi-weekly, meaning every fourteen (14) calendar days, participant employee payroll period that is the same as the predecessor contractor's payroll period. ACH payments shall be deposited into participant employee accounts and paper checks shall be mailed to arrive within ten (10) calendar days of the end of the pay period in which the wages were earned at no less than a 98% success rate.
4. Notify DDD, participant employers, and participant employees at least sixty (60) calendar days prior to any contractor rate or process change that may affect participant employee timesheet submission process, defined payroll period, and/or payments.
5. Have an electronic timesheet system in place that:
 - a. Includes the required interface with the state's Electronic Visit Verification vendor.
 - b. Associates each participant employee service prior authorization to the participant's electronic file.
 - c. Tracks prior authorized service units and unit rates, and processes payments that are aligned with and do not exceed the service units and unit rates as identified in the prior authorization received from DDD.
 - d. Includes fields for service documentation that are required to be completed for timesheet approval to occur.
 - e. Includes fields for plan, outcome and service numbers that are pre-populated or required to be entered for plan approval to occur.
 - f. Limits submission to a single timesheet per defined pay-period that can be saved and edited pre- or post-submission or post-employer approval.
 - g. Re-calculates post-submission and post-approval timesheet edits and adjusts future payments as applicable.
 - h. Tracks accrued, used and rollover sick time.
 - i. Tracks and alerts participant employees when submitted hours exceed 16 consecutive hours within a 24 hour period and/or 40 per week. Modifiable participant employee alert must state that VF/EA participant employees are not to work more than 16 consecutive hours within a 24 hour period and does not permit overtime (more than 40 hours per week, unless DDD changes that program rule); that contractor will notify DDD of all instances of hours worked outside of DDD parameters; and that employment and payment may be suspended if instances of hours worked outside of DDD parameters exceed DDD limits.
 - j. Identifies and tracks occurrences of participant employees enrolled as an Employer of Record and/or Authorized Representative for a participant in the event parameters around the maximum amount of hours a participant employee can work per week in compliance with CMS regulations and guidance,
6. The timesheet processing system must have alerting capability for the participant employer and participant employee that can support sending multiple, distinct alerts, each requiring acknowledgement by the individual to proceed with timesheet entry.
7. The contractor is expected to comply with labor laws related to payment for hours worked.
8. Any timesheet submissions or payments issued that are in excess of the prior authorization, in excess of 16 consecutive hours within a 24 hour period, in excess of 40 per week (unless DDD changes that

program rule), or that cross any other thresholds defined by the SCM shall be reported to the SCM within one (1) business day of occurrence.

- a. The SCM will monitor these instances through receipt of contractor's report and will determine and communicate actions to be taken related to the participant employee.
 - b. At the SCM's direction, the contractor shall notify the participant and participant employee when hours worked exceed total hours prior authorized to date in the service plan and implement a system for addressing situations when a participant has staff work hours in excess of the prior authorized hours.
9. The contractor is required to pay the participant employee for every hour worked.
 10. The contractor's payment system shall be designed to recognize the DDD business rule that prior authorized units of service can be rolled over and used at a later date, by the same participant employee for the same service, up through the prior authorization end date. Rolled-over units (units used at a later date than the week in which they were originally authorized) must still comport with DDD policies that prohibit payment for hours worked in excess of 40 hours per week (unless DDD changes that program rule) and 16 consecutive hours within a 24 hour period (unless DDD provides approval).
 11. Determine and maintain documentation if a participant employee is a non-resident of New Jersey and determine the appropriate method to be used for state income tax withholding for non-resident participant employees (e.g., Delaware, New York, Pennsylvania).
 12. Collect, verify, and process participant employees' timesheets per applicable federal and state requirements. The contractor must also maintain copies of timesheets in the participant employees' file, as defined below.
 13. As applicable, collect, verify, and process documentation necessary to apply the residency test for exemption from the overtime provisions of the Fair Labor Standards Act (FLSA).
 14. Participant Employee ACH payments shall be deposited into employee accounts and paper checks shall be mailed to arrive within ten (10) calendar days of the end of the pay period in which the wages were earned.
 15. Compute, withhold, file, and track federal income tax withholding for participant employees.
 16. Compute, withhold, and file Medicare and Social Security taxes (FICA) for participant employees.
 17. Enroll as an annual electronic filer and payer of State income tax withholding, unemployment and temporary disability insurance tax, and family leave tax with the NJ Division of Revenue and Enterprise Services. Should State Unemployment Insurance (SUI) or any other costs increase, in concert with and upon approval of operationalization and communications by SCM, provide timely notice to the participant employer, participant employee, Support Coordinator and/or Supports Broker to make adjustments to billable rate. At all times, Labor Laws shall be followed in terms or release of payroll.
 18. Compute, withhold, and file state income tax withholding for each participant employee per NJ Division of Taxation and, as applicable, other states' department of revenue requirements.
 19. Process all judgments, garnishments, tax levies or other related holds on participant employees' pay, as may be required by federal or New Jersey law.
 20. Maintain copies of documents for all judgments, garnishments, tax levies or other related holds on participant employees' pay in the contractor's files.
 21. If requested by the participant employee, process direct deposit or issue debit cards containing participant employees' payroll checks with a remittance advice, showing gross wages, net wages, withholdings and deductions.
 22. Maintain copies of direct deposit and debit card documentation in the contractor's files.
 23. Develop a system for managing improperly cashed or issued payroll checks, stopping payment on checks, and re-issuance of lost, stolen or improperly issued checks, including:
 24. Maintain a log of voided and re-issued checks and include all pertinent information in the log.

25. Obtain authorization of all stop-payments and re-issuances.
26. Re-issue checks within three (3) business days of notification of lost/ stolen check and issuance of stop-payment request.
27. Research, track, and resolve all tax notices received from the I.R.S., NJ Department of Labor and Workforce Development, and NJ Division of Revenue and Enterprise Services regarding participant employee tax liabilities/ liens, and file all pertinent information, including all the steps to resolution; and Process NJ Department of Labor and Workforce Development Reason for Separation Notice for participant employees who no longer work for the program within ten (10) calendar days of receipt of notice.

(ii) Process Vendor Invoices

Accurate and timely vendor payment is a critical element of contract compliance and an individuals' ability to receive life-sustaining services. Failure to accurately and promptly pay vendor invoices results in vendors declining to provide services and puts businesses at risk of insolvency, with a concomitant reduction in participant services. The contractor shall accurately and promptly enroll vendors that have been approved in the participant's service plan to provide services or goods to the participant, process vendor invoices, and issue vendor payments according to the SCM-defined submission and payout schedule.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience administering invoicing and payment of independent contractors and complying with New Jersey tax and prompt payment rules.
2. Current employment and/or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in payment systems compliance, technology or management.
3. By program, a description of all payment systems, excluding payroll, implemented by the contractor for self-directed programs operated over the last three years, including details that a subject-matter expert would require to evaluate the quality of the user experience and the accuracy of data collected, particularly for programs involving vendors that may only provide services to the general public and are not familiar with Medicaid program requirements.
4. Disclosure of all instances where vendor payments were not processed within legal or contractually required timelines, including the duration of the delay, total value of payments and number of vendors impacted, with a summary of the root cause analysis and systemic corrective actions taken.

The contractor shall:

1. Have an electronic system and written policies and procedures in place for orientation, training, submission, processing and payment of vendor invoices within SCM-defined timeframes, for vendors selected by the participant to provide any self-directed services defined in the DDD Supports Program and Community Care Program Policies and Procedures Manuals, including, but not limited to:
 - a. Assistive Technology
 - i. Evaluation (T2028HI).
 - ii. Purchase/Customize/Repair/Replace (T2028HI22).
 - iii. Remote Monitoring (T2029HI).
 - b. Environmental Modifications (S5165HI).
 - c. Goods & Services (T1999HI22).
 - d. Natural Supports Training (S5110HI).
 - e. Transportation, Single Passenger (A0090HI).

- f. Vehicle Modifications (T2039HI).
2. Deposit ACH payments into vendor account or mail paper check to be received by vendor within fifteen (15) calendar days of receipt of a participant-approved invoice.
3. Notify DDD, the SCM, participants, and vendors at least sixty (60) calendar days prior to any contractor rate or process changes that may affect vendor billing, defined payout period, and/or payments.
4. Have an electronic system in place that:
 - a. Distinguishes vendor service prior authorizations from participant employee support service prior authorizations based on the service/procedure code.
 - b. Tracks prior authorized units and unit rates for vendor services, and processes vendor invoices and payments according to available prior authorized units.
 - c. Associates each vendor service prior authorization to the participant's electronic file.
 - d. Enables vendors to submit invoice data electronically and upload related documents; receive an electronic alert when there is an issue with the invoice that may prevent payment; and view and track the status of all submitted invoices.
5. Have a defined and written manual process for submission of paper invoices by fax, email or mail, which processes and pays invoices within the same specified parameters and timeframes as the electronic invoicing system.
6. For manually-submitted invoices, the contractor shall ensure that the person approving the invoice on behalf of the participant is on file with the contractor as an authorized signer (e.g. employer of record, Authorized Representative). Invoices signed by someone not on file as an authorized signer shall be denied payment. The contractor shall ensure that invoices are complete, including electronic signatures, and include copies of receipts or balance due statements where applicable.
7. The contractor shall ensure that invoiced units and unit rate(s) align with and do not exceed prior authorized units and unit rates.
8. When an invoice is submitted at a unit rate that is equal to or less than the prior authorized unit rate, contractor will issue payment for the invoiced unit amount and reduce the number of available units by one.
9. The contractor shall have a written process in place for a Payroll and Invoice Services Representative to call vendors, via live call and not automated message, within two (2) business days when a submitted invoice has an issue that will prevent payment and assist vendors to resolve and move invoice forward for payment.
10. Pay one hundred percent (100%) of invoices that are submitted correctly and meet payment criteria (e.g., include appropriate signatures, and accurate service details and unit rates), within fifteen (15) calendar days of receipt of the invoice at no less than a 98% success rate.
11. Report to the participant and vendor any delay in processing an invoice within two (2) business days of delay being known by the contractor. In the event invoice payment does not occur as stated, the contractor may be subject to a Corrective Action Plan as set forth in the contract.
12. Verify and process all invoices in accordance with the prior authorization.
13. Maintain the appropriate payment-related documentation in the vendor file, as defined below.
14. Process payments returned to the contractor as undeliverable in accordance with the NJ Department of the Treasury's Unclaimed Property requirements.
15. Distribute I.R.S. Form SS-8, Determination of Worker Status for Purpose of Federal Employment Taxes and Income Tax Withholding, when there is a question of whether a vendor should be categorized as an independent contractor.
16. Distribute, collect, and process I.R.S. Form W-9, Request for Taxpayer Identification and Certification, when a participant-directed goods and services vendor is determined to be an independent contractor.

17. When a participant-directed goods and services vendor is determined to be an independent contractor, the contractor shall ensure the following:
 - a. That each applicable vendor is bonded and possesses a New Jersey Business Registration Certificate.
 - b. Process, file, and distribute an I.R.S. Form 1099-Misc, Miscellaneous Income, to each applicable vendor that is paid \$600 or more in a calendar tax year, and maintain a copy of the I.R.S. Form 1099-Misc in the applicable vendor's file.
 - c. File an I.R.S. Form 1096, Annual Summary and Transmittal of U.S. Information Returns, as applicable. Maintain a copy of the IRS Form 1096 in the Participant/Authorized Representative-Employer's file. An I.R.S. Form 1096 does not have to be filed, when an I.R.S. Form 1099-Misc is filed electronically.
18. Establish and maintain an accounting and information system for receiving and disbursing Medicaid and other federal funds and for tracking all transactions and balances.

(iii) Files and Document Maintenance and Protection

The contractor's files shall be maintained in an accurate, secure, and confidential manner to ensure that no individual involved in the program experiences a violation of privacy or becomes a victim of fraud, identify theft or another crime in connection with the services under this contract. For the protection of participants, Authorized Representatives, participant employees and vendors, the contractor shall, at all times, in performance of this contract, provide and maintain compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health (HITECH) Act, and the Balanced Budget Act (BBA) of 1997 governing the protection of patient information, and federal regulations, 45 CFR §§ 160, 162, and 164. The Centers for Medicare and Medicaid Services (CMS) website provides additional information at www.cms.hhs.gov/home/regsguidance.asp.

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Knowledge and experience managing confidential data and protected health information (PHI), particularly those involving payroll, Medicaid or health services records, and other data similar to those required to be maintained by this contract.
2. Current employment and/or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in the safeguarding of confidential data and PHI from a legal, internal controls, information technology, or similar perspective.
3. By program, a description of all electronic or paper record keeping systems implemented by the contractor for self-directed programs operated over the last three years, including details that a subject-matter expert would require to evaluate record accuracy, completeness, security, and, when needed, the ability to quickly access records in response to critical information requests, such as those required by a legal proceeding or audit.
4. Disclosure of all instances where program confidential data and protected health information was found to be insecure, lost or stolen, or accessed by an unauthorized person, with a summary of the root cause analysis for instances that required participant notification pursuant to federal law, state law, or contract requirements.

The contractor shall:

1. Provide and maintain current and archived files and documentation for participants/Authorized Representatives, participant employees, participant-directed goods and services vendors, and the

contractor, itself, in a confidential and secure manner for seven (7) years after expiration/ termination of the contract.

2. Cooperate and respond to federal and New Jersey tax questions for the time period that it provided services to the Participant/ Authorized Representative within ten (10) business days of the time an inquiry is received by the contractor from the State.
3. Develop and maintain a master checklist for each file, as set forth below, to ensure that all required documents are included in each of these files.
4. Employ up-to-date procedures and trained staff, ensuring at all times that its staff communicate only with the participant, or their Authorized Representative, Support Coordinator or Supports Broker. HIPAA standards (referred to as "Implementation Guides") are available at <http://www.wpc-edi.com>. In addition, the NJ Medicaid HIPAA Companion Guide, a New Jersey-specific supplement to the national Implementation Guide, is available at www.njmmis.com.
5. The contractor system shall include an electronic record of a participant's Supports Broker and contact information in cases where the participant chooses to use Supports Brokerage services. If a participant informs the contractor that a Supports Broker has been engaged, the contractor shall obtain written consent from the participant to communicate directly with the Supports Broker and shall ensure the Supports Broker is included on all relevant communications for the duration of the Supports Brokerage service prior authorization. The contractor shall check the iRecord upon each participant plan renewal or update to confirm the Supports Brokerage service prior authorization remains in effect.
6. All electronic claims must adhere to the HIPAA standards. The HIPAA 837P transaction set must be used.
7. The contractor may be required to submit hardcopy claims on a rare occasion, at the discretion of the SCM, using Claim Form #1500. Instructions for submitting this form may be obtained by contacting the current Medicaid Fiscal Agent at (850) 893-6954.
8. Regulatory compliance shall include the erasure and deletion of all personal and confidential information that may be contained on all personal computers and their locations and storage devices/drives prior to disposal, or any other disposition that may be required as per requirements set forth by the U.S. Department of Defense (DoD) in its data sanitization method, DoD 5220.22-M. Additional information is available at: [DoD 5220.22-M National Industrial Security Program Operating Manual \(NISPOM\) January 1995 \(pentagon.mil\)](http://www.pentagon.mil).
9. All staff should receive training on the detection and reporting of suspected fraudulent activity.
10. The contractor(s) shall submit an original, signed copy of the DHS HIPAA Business Associate Agreement (BAA) to the SCM. Please see Attachment H.
11. If confidential data or PHI that can be used to open lines of credit for a participant, participant employee, or vendor is accessed by or released to an unauthorized individual, the vendor shall provide credit monitoring to all impacted individuals for three (3) years from the date of the discovery, as well as reimbursement of any legal or professional fees incurred by individuals to address any issuing arising from the release of information.

(iv) Participant/Representative Files

The contractor shall establish and maintain participant files in an accurate, complete, secure, and confidential manner, as set forth below.

1. The contractor's participant files shall be available for SCM to review upon request and at minimum, quarterly.
2. At a minimum, participant files must contain:
 - a. Participant/ representative's name.

- b. Participant/ representative's address.
- c. Participant/ representative's phone number.
- d. Participant's Medicaid Identification (MCI) Number.
- e. Participant's emergency contact person.
- f. Designation of Authorized Representative Form (including relationship to the participant).
- g. Documentation of Employer of Record enrollment.
- h. Documentation of participant employees hired.
- i. Documentation of any vendors used.
- j. Documentation summarizing invoices received and payments made to goods and services vendors, including when independent contractors are used, for prior authorized services to the participant in accordance with his/her authorized budget.
- k. Other documentation, as applicable.

(v) Employee Files

The contractor shall establish and maintain all employee files in an accurate, complete, secure, and confidential manner, as set forth below.

1. The contractor's employee files shall be available for SCM to review upon request and at minimum, quarterly.
2. At a minimum, employee files must contain:
 - a. Copies of current required certifications, licenses and qualifications must be maintained, and be available for review upon request by the SCM.
 - b. Employee Employment Application.
 - c. Employee's name, address, social security number (and verification), FEIN (as applicable) and occupation.
 - d. Documentation showing verification that the employee's social security number matches the name and date of birth information provided obtained through the Social Security Administration's Business Service Online.
 - e. Date of hire and, as applicable, date of dismissal/termination.
 - f. Names and ID numbers of all participants for whom the employee provides services and is reimbursed by the contractor.
 - g. EVV Live-In Caregiver Attestation, if applicable.
 - h. Documentation of contractor annual review of EVV Live-In Caregiver eligibility.
 - i. Certification the employee has successfully completed the DDD training requirements and any other training requirements as defined in the Supports Program and Community Care Program Policies and Procedures Manuals.
 - j. Copy of the employee's criminal background checks pursuant to the New Jersey criminal background check and the FBI Criminal History Check.
 - k. Copy of the employee's pre-employment drug test results and any random drug test results.
 - l. Copy of the employee's CARI check results.
 - m. Employee's state of residence.
 - n. If employee is a non-New Jersey resident, how state income tax withholding is to be withheld, filed, and paid for that employee.
 - o. Copies of filings and payments of out-of-New Jersey state income tax withholding, when required.
 - p. Copy of the completed U.S. BCIS Form I-9, Employment Eligibility Verification.
 - q. Copy of I.R.S. Form W-4, Employee's Withholding Allowance.
 - r. New Jersey Form W-4, Employee's Withholding Allowance, when applicable.

- s. Copies of employee's timesheets.
- t. Copy of completed New Jersey New Hire Reporting documentation.
- u. Copy of documentation regarding all judgments, garnishments and tax levies, or any related holds on the employee's pay, as may be required by federal or State government(s).
- v. Copy of completed I.R.S. Forms W-2 and W-2(c), as applicable.
- w. Copy of documentation regarding all FICA refunds processed (employee portion) and a copy of cancelled refund checks.
- x. Copy of documentation of requests for verification of employee's wages, requested by federal and New Jersey agencies, as applicable.
- y. Copy of documentation of all workers' compensation insurance claims filed by an employee, as applicable under current law/regulation.
- z. Copy of documentation of submission of employee's returned/ not cancelled payroll checks, FICA refund checks, or any other payments due to, and in accordance with, the policies and procedures of the N.J. Department of the Treasury's Unclaimed Property requirements.
- aa. Copy of documentation related to direct deposit or debit card payroll option, as applicable.
- bb. Notice of Worker Termination Form, as applicable.
- cc. Copy of completed Department of Labor and Workforce Development Reason for Separation Form.
- dd. Notice for State unemployment, disability insurance and family leave insurance.
- ee. Other documentation, as applicable.

(vi) Participant-Directed Goods and Services Vendors

The contractor shall establish and maintain vendor files in an accurate, complete, secure, and confidential manner, as set forth below.

1. The contractor's vendor files shall be available for SCM to review upon request and at minimum, quarterly.
2. At a minimum, vendor files must contain:
 - a. The contractor shall establish and maintain current files for participant-directed goods and services vendors in an accurate, complete, secure, and confidential manner, as set forth below:
 - i. Copy of vendor invoices for prior authorized goods and services rendered.
 - ii. Copy of payment documentation for prior authorized goods and services rendered by vendors.
 - iii. DHS PDS 1013 Form, Participant-directed Goods and Services Provider/Vendor Agreement (considered to be the Medicaid Provider Agreement), if applicable.
 - iv. Copy of potential independent contractor's completed I.R.S. Form SS-8, Determination of Worker Status for Purposes of Federal Employment Taxes and Income Tax Withholding, and I.R.S. worker employment status ruling letter, as applicable.
 - v. Copy of independent contractor's I.R.S. Form W-9, Request for Taxpayer Identification Number and Certification, as applicable.
 - vi. Copy of the I.R.S. Form 1099-Misc, Miscellaneous Income, when an independent contractor is paid \$600 or more in a calendar year, as applicable.
 - vii. Copy of I.R.S. Form 1096, Annual Summary and Transmittal of U.S. Information Returns, as applicable.
 - viii. DHS PDS 1014, Fraud Statement.
 - ix. Other documentation, as applicable.

(vii) VF/EA FMS File

The contractor shall establish and maintain its own records in an accurate, complete, secure, and confidential manner, as set forth below.

1. The contractor's VF/EA FMS files shall be available for SCM to review upon request and at minimum, quarterly.
2. At a minimum, VF/EA FMS files must contain:
 - a. Copy of executed contract resulting from this Bid Solicitation.
 - b. Copy of Medicaid Provider Agreement, providing evidence of the contractor's Medicaid Provider number and executed between the contractor and DHS.
 - c. Copy of documentation that the contractor is registered as a business entity in New Jersey and related documentation, as required, for the contractor to conduct business in the State
 - d. Copy of documentation verifying financial viability.
 - e. All tax filings and communications with federal and State governmental agencies
 - f. Other documentation, as applicable.

(h) System Requirements and Standards

(i) Capability to Operationalize

The contractor's proposal must include the following elements, clearly demonstrating the contractor's capability to operationalize:

1. Technical knowledge and experience designing a variety of system interfaces, particularly those involving payroll, invoicing, program enrollment, prior authorization validation, Medicaid or health services billing, automated error handling, and other functions similar to those required by this contract.
2. Current employment or retention of knowledgeable staff, particularly those that have been independently recognized as subject-matter experts or developers of best practices in system design and implementation for social services and health care programs.
3. By program, a description of all interfaces implemented by the contractor for self-directed programs operated over the last three years, including technical details that a subject-matter expert would require to evaluate the accuracy, efficiency, frequency and security of data exchange.
4. Disclosure of all instances where failure to implement an interface in an accurate or timely manner resulted in program impacts, with a summary of the root cause analysis for impacts related to enrollment or payment delays.

(ii) Expenditure Interface

Participants rely on accurate and prompt recording of expenses to determine how much of their budgets can be allocated to over twenty (20) waiver services, many of which do not involve payment by or interaction with the contractor. Participants can also modify their budget allocations at any time during the plan year. Contractor expenditure reporting is essential for participants to make decisions about when and what services to access or forgo. Inaccurate reporting may result in a delay or failure for a participant to receive services. The contractor shall provide DDD with information related to all payments made on behalf of participants.

1. This data must include service-level detail to comply with DDD business rules, and must be able to be reconciled against claims submitted through Medicaid and any vouchers submitted to DDD.
2. The contractor shall provide a weekly transfer of data pertaining to paid expenditures. This data must be provided via an automated interface in a predefined XML format. This data shall be transactional.
3. The contractor shall have the capability to recognize, track and correct errors that return through the automated XML interface.

4. The contractor shall have the ability to add, delete or adjust data elements upon SCM request and without added cost to SCM.
5. Expenditure Interface Data Elements: See table.

Data field	Note
Cons_Num	This is the unique identification no. Referred as DDDID
Plan_ID	This is the plan identification no. Plan ID shall be the floor of the number
Outcome Number	This is the unique outcome no. in a participant's plan
Service Number	This is the unique service number under an outcome
Date_Of_Service	This is the date the service was delivered
Procedure Code	This is the service code of the service in the plan including modifiers
Service_unit	This is the total units that were paid for on the date
Unit_Cost	This is the cost per unit
Provider_Name	This is the name of the provider providing the service
Total_Service_Unit_Cost	This is the total amount for the service delivered on the selected date of service
Wage	This is the gross wage paid to the worker. When wage is not available (e.g., for a vendor service), Unit Cost shall be provided for this field.
Unit_Type	This identifies the type of delivery of a service
Service_Delivery_Desc	This allows user to enter service delivery description if user thinks necessary
PA_Number	Authorization External Reference ID, if ID doesn't exist then show DDDID; this is the Prior Authorization reference ID provided to the FI or the DDDID if there is none available (not to be confused with an actual prior authorization Number).
Auth Start	Authorization Start Date
Auth End	Authorization End Date
FEIN	The federal tax identification number for the employer of record
Provider_Physical_Address	This is the provider's street location
Provider_Physical_City	This is the provider's physical city name
Provider_State	This is the provider's physical state
Provider_Zip	This is the provider's physical zip code
Provider_Mailing_Address	This is the provider's mailing street location
Provider_Mailing_City	This is the provider's mailing city name
Provider_Mailing_State	This is the provider's mailing state
Provider_Mailing_Zip	This is the provider's mailing zip code
Provider_Contact	This is the provider's contact number
Provider_Email	This is the provider's email address
Date_Paid	The date on which the payment was remitted
Paid_Method	EFT/Check/DIRECT Deposit

Paid_Description	Transaction check number, electronic confirmation
Claim_ID	ID to be used to identify claim information on voucher
Original_Claim_ID	Contractor's identification Number for Original Claim
File_Creation_Date	Date File Created

(iii) Enrollment Interface

Accurate and timely enrollment is a critical element of contract compliance and a participant employee's ability to begin providing life-sustaining services. Enrollment processes contain multiple steps, many of which are directly linked the contract service level timeframes and mandated staffing levels and liquidated damages. The contractor shall provide a daily transfer of data pertaining to enrollment actions associated with participants and participant employees to DDD to demonstrate contract compliance.

1. All enrollment data must be provided via an automated interface in a predefined XML format. This data shall be transactional. Each status change should be accompanied by a post by and postdate (indicating the person or process that completed the change and the date upon which it was effective).
2. Participant enrollment data must be linked directly to a participant's DDD ID.
3. Employee enrollment / hiring data must be linked to the Employee ID.
4. Enrollment actions shall include but not be limited to:
 - a. Receipt of participant enrollment request.
 - b. Receipt of employee enrollment request.
 - c. Processing status update of participant enrollment request.
 - d. Processing status update of employee enrollment request.
 - e. Processing status of employee credentialing and background checks/fingerprints.
 - f. Credentials may include drivers' license or any other credentials required based upon the service definition for employees.
 - g. Central Registry check status.
 - h. Driver's abstract status.
 - i. Fingerprinting status.
 - j. Drug test status.
 - k. CARI check status.
 - l. Processing status of employee trainings required under the service definitions.
 - m. Status of employee within the hiring process.
 - n. Changes to employee wage settings.
5. Enrollment Data Interface Elements:
 - a. ID.
 - b. EmployeeID.
 - c. EmployerStatus.
 - d. EmployerStatusDate.
 - e. EmployeeStatus.
 - f. EmployeeStatusDate.
 - g. Action.

(iv) Electronic Claims Interface w/ Medicaid Fiscal Agent (837)

All payment for services shall be processed through the MMIS as defined below. Gainwell Technologies LLC (Gainwell) is currently the State's Medicaid Fiscal Agent, and the contractor shall ensure that all Project plans and processes related to electronic claims interface are reviewed by Gainwell. The contractor shall ensure that

any change requests made by Gainwell are incorporated into the plans and processes prior to implementation, and shall ensure that DDD is notified of changes requested by Gainwell and changes made by contractor. Failure to implement this functionality for contractor reimbursement accurately and completely does not relieve the contractor of the obligation to make full payment of participant employee timesheets and vendor invoices.

1. The contractor shall have the capability to generate and process MMIS 837 files (electronic batch claims) through Medicaid. This file format is defined by Gainwell / MMIS and is required to submit bulk claims.
2. In addition, the contractor shall have the capability to retain and process MMIS 837 remittance files that pertain to the status of claims, triage and resolve any claims remittance errors.

(v) Training Data

Accurate and timely participant employee training is a critical element of contract compliance, a participant employee's ability to begin providing life-sustaining services, and protection of participants from harm. The contractor shall track and audit required training for participant employees, as defined in the Supports Program and Community Care Program Policies and Procedures Manuals. The contractor shall transmit participant employees' training records to DDD that are linked to the participant's DDD ID to demonstrate contract compliance.

As part of ongoing quality improvement, DDD periodically engages stakeholders on updates and adjustments to current training modules and requirements. These changes will require the contractor's Training Data and associated systems to be updated. The contractor's systems must be designed in a way that will allow for these periodic changes to be made at no cost and with minimal configuration.

1. This data transmission shall be transactional and shall be delivered daily via electronic batch interface, as defined in the interface elements.
2. Training Data Interface Elements shall include:
 - a. DDD ID.
 - b. Employee ID.
 - c. Status, with status identifiers that shall include but not be limited to: Required, Not Required, Completed, Not Completed, and Past Due.
 - i. Contractor shall identify Required or Not Required for every training for every participant employee.
 - d. Status Date.
 - e. Service (service name for trainings specific to a service).
 - f. Training Type – to include data elements for every DHS-required training, as identified in Appendix E: Quick Reference Guide to Mandated Staff Training (Self-Directed Employee) of the Supports Program and Community Care Program Policies and Procedures Manuals.
 - g. Contractor shall have the ability to modify trainings and training data elements upon request from DDD and/or as identified in updated DDD policy manuals. At this time, trainings shall include but not be limited to:
 - i. DDD System Mandatory Training Bundle.
 - ii. DDD Life Threatening Emergencies (Danielle's Law).
 - iii. DDD Shifting Expectations: Changes in Perception, Life Experience & Services.
 - iv. Prevention of Abuse, Neglect & Exploitation: Modules 1, 3, 4, 5, and 7.
 - v. DDD Stephen Komninos Law Training.
 - vi. Prevention of Abuse, Neglect & Exploitation Practicum.

- vii. Participant/Family-Developed Orientation.
- viii. Medication.
- ix. Medication Practicum.
- x. CPR/First Aid Certification.
- xi. CPR/First Aid Recertification – required every two (2) years.
- xii. Specialized Training (ability to add as many as identified by participant and/or DDD).
- xiii. Behavior Supports Plan Overview.

(vi) Employer Data

Requirement: The contractor shall have the capability of electronically transmitting participant employer data to DDD.

Deliverables

1. This data transmission shall be transactional and shall be delivered daily via electronic batch interface, as defined in the interface elements.
2. Employer Data Interface Elements
 - a. Employer ID.
 - b. Employer FEIN.
 - c. Employer FNAME.
 - d. Employer MNAME.
 - e. Employer LNAME.
 - f. Employer Residential Address (Address1, Address2, City, County, State, Zip).
 - g. Employer Home Phone.
 - h. Employer Cell Phone (optional).
 - i. Employer Email.
 - j. Employer Fax.
 - k. Employer Work Phone.
 - l. Employer Gender, to include M, F, Other, Not Reported.
 - m. Employer Status (Active, Inactive).
 - n. Employer SSN.
 - o. Action (Add/Update/Inactive).

(vii) Employee Data

Requirement: The contractor shall have the capability of electronically transmitting participant employee data to DDD.

Deliverables

1. This data transmission shall be transactional and shall be delivered daily via electronic batch interface, as defined in the interface elements.
2. Employee Data Interface Elements
 - a. Employee ID.
 - b. Employee First Name.
 - c. Employee Middle Name (optional).
 - d. Employee Last Name.
 - e. Employee SSN.
 - f. Employee Residential Address (Address1, Address2, City, County, State, Zip).
 - g. Employee Cell Phone (optional).

- h. Employee Home Phone.
- i. Employee Email.
- j. Employee Gender, to include M, F, Other, Not Reported.
- k. Employee Relation to Individual (based on a defined list of relation types).
- l. Employee Live-In Status.
- m. Active (is employee active with the Fiscal Intermediary).
- n. Add/Update/Inactive.

(viii) Employee Linkage Interfaces

The contractor shall provide DDD with two separate files that identify a participant employee's link to a participant as well as the participant employee's link to plan, outcome, and service numbers. The purpose of this data is to allow automated plan data updates and provide the participant and the participant's Support Coordination Agency up-to-date information related to a participant employee in order to accurately and promptly address any issues that may arise with payment or service delivery. Failure to accurately make these data linkages will limit the ability of DDD to assist the contractor in issue resolution.

1. All Employee Linkage Interface data transmission shall be transactional and shall be delivered daily via electronic batch interface, as defined in the interface elements for the a) participant employee-participant link and b) participant employee-plan link.
1. Participant Employee Linkage Interface Data Elements, but are not be limited to:
 - a. Employee ID.
 - b. DDD ID.
 - c. Action Type (New, Modify, Delete).
 - d. Action Date.
2. Participant Employee / Plan Link Data elements shall include, but are not be limited to:
 - a. Employee ID.
 - b. DDD ID.
 - c. Plan ID.
 - d. Outcome Number.
 - e. Service Number.
 - f. Action Type (New, Modify, Delete).
 - g. Action Date.

(ix) Employee Background Check Data Interface

Accurate and timely background checks are a critical element of contract compliance, a participant employee's ability to begin providing life-sustaining services, and protection of participants from harm. The contractor shall transmit participant employee background check results data to DDD to demonstrate contract compliance.

1. All Background Check data transmission shall be transactional and shall be delivered daily via electronic batch interface, as defined in the interface elements.
2. Participant Employee Background Check Data Interface Elements:
 - a. Employee ID.
 - b. Check Type – shall include but not be limited to CHRI check, pre-employment drug test, random drug test, CARI check, and shall be able to be modified upon request if DHS or DDD check types are adjusted.
 - c. Identifier.
 - d. Status.

- e. Status Date.
- f. Result (Pass, Fail).
- g. Service (For service specific credentials, this field is mandatory).

(x) Error Handling

Due to interaction between prior authorizations and service delivery, contractor data errors will impact participant employee and vendor payment, putting recipients at risk of losing life-sustaining care. The contractor shall implement automated business rules to recognize, track and correct errors that return through all interfaces.

1. The contractor shall review error reports within one (1) calendar day of the interface process and immediately determine the steps necessary for correction.
2. The contractor shall correct errors within (2) calendar day of the interface process.
3. If the origin of the errors cannot be determined, the contractor shall complete a root cause analysis and report the results and resolution to the SCM with (5) business days of the interface process.

(xi) Workers' Compensation Interface

Workers' Compensation Insurance is required by law for participants using a participant employee and accurately obtaining and managing of these policies, without gaps in coverage, is a critical element of both contract compliance and the contractor's overall approach to participant risk management. The contractor shall transmit Workers' Compensation information on the participant employer policies obtained by the contractor to DDD to demonstrate contract compliance.

1. All Workers' Compensation data transmission shall be transactional and shall be delivered daily via electronic batch interface, as defined in the interface elements.
2. The contractor shall have the capability to recognize, track and correct errors that return through the automated XML interface.
3. The contractor shall have the ability to add, delete or adjust data elements upon SCM request and without added cost.
4. Workers' Compensation Data Interface Elements:
 - a. Employer ID.
 - b. DDDID.
 - c. Policy Number.
 - d. Purchase Date.
 - e. Cost.
 - f. Start Date.
 - g. End Date.
 - h. Status (Requested, Enrolled).
 - i. Action (Add, Update, Inactive).
 - j. Action Date.

(xii) Demographics Interface

The contractor shall receive and process demographics data in XML batch format pertaining to participants who will be receiving services through the contractor in the VF/EA model. This batch file is generated based on a prior authorization for a vendor-delivered service, or the presence of a contractor-related service in an approved service plan. This file contains critical data fields necessary for the contractor to accurately identify and communicate with participants and their Support Coordinators.

Deliverables

1. The demographic data shall be processed by the contractor in an automated fashion.
2. The contractor shall have a mechanism to account for all participant demographics records received through this interface and confirm that they have been successfully received and processed.
3. In the case that any records are rejected or unable to be processed, the contractor shall create an error file detailing the nature of the issue so that the unprocessed records can be triaged and remediated in a timely fashion.
4. The contractor shall process an initial demographics file load of participants who have at least one service with an FMS vendor as the payment source. This load is significantly larger than subsequent files and may require overnight processing. Following this initialization, incremental changes to the demographics data will be transmitted daily from DDD to the contractor.
5. Demographics File Data Elements: See table.

Field	Description
XMLType	XML type
XMLVersion	XML version
ProgramCode	Use NJDDD
Action	N=New, new participant or first time being sent to contractor; M=Modify, modified participant subsequently sent to contractor; F=SC Worker-Delivered Service Referral and T=Transfer/Transition to new FI Referral.
DDDID	DDD ID
SSN	Participant Social Security Number - Need this for Payroll. If [Sender] does not have this data, contractor needs a process to gather SSN
Prefix	How to address participant, i.e., Mrs., MS, Miss, Mr.
FirstName	Participant First Name
MiddleName	Participant Middle Name
LastName	Participant Last Name
AddressType	0 for Physical, 1 for Mailing, 2 for Alternative, 3 for Residence
AddressLine1	Participant Address Line 1
AddressLine2	Participant Address Line 2
AddressLine3	Participant Address Line 3
City	Participant City
State	Participant State Code
CountyCode	Participant County
Country	Participant country
ZipCode	Participant Zip
PhoneNumber	Participant Phone Number
AltPhoneNumber	Participant Phone Number 2
CellPhoneNumber	Participant Cell Phone Number
FaxNumber	Participant Fax Number
EmailAddress	Participant Email
Gender	Blank, M=Male F=Female U=Unknown

DateOfBirth	The Date of Birth of Participant. The format for the date will be YYYYMMDD
PrimaryLanguage	Participant Primary Language comma separated if multiple languages
EnrollmentStartDate	Enrollment Start Date - we will only be receiving this date for consumer with waiver
FileCreationDate	Date this file is created
MedicaidID	Participant's Medicaid ID
SCAgencyID	SC Agency FEIN
SCAgencyName	SC Agency Name
SCFirstName	SC First Name
SCLastName	SC Last Name
SCMiddleName	SC Middle Name
SCPhoneNumber	SC Phone Number
SCEmailAddress	SC Email Address
WaiverType	Program Code
ReferralChoice	1=SDE Service (Self-Directed Employee, also known as Participant Employee) 2=Vendor Service 3=Both

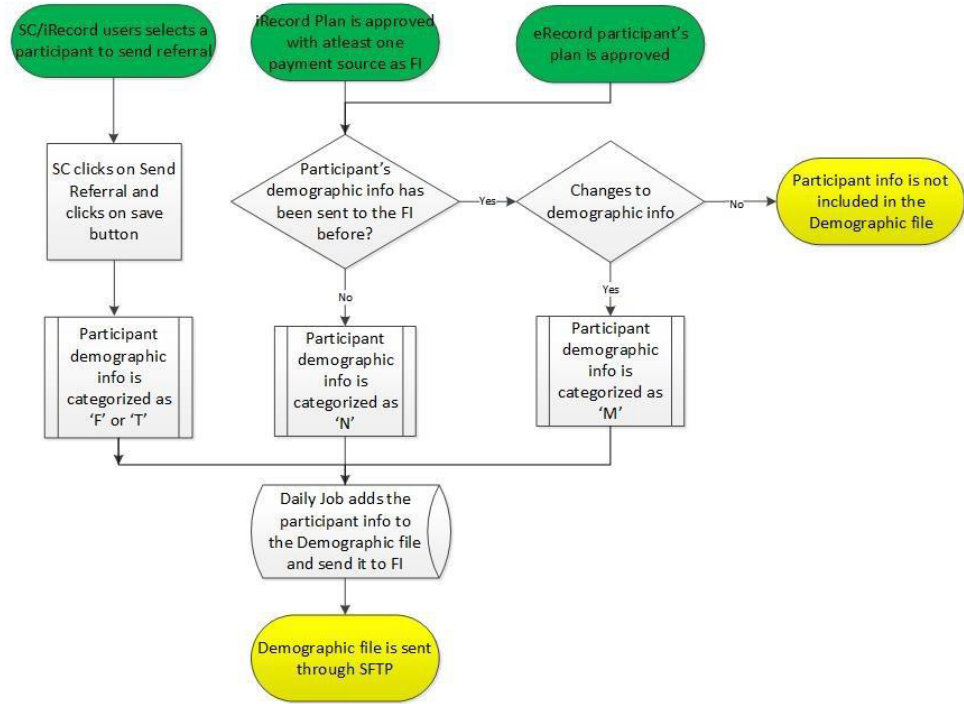
(xiii) Demographics Response File

Following the contractor's processing of demographics file, the contractor shall send acknowledgement and summary of the results to DDD by email and XML file.

Deliverables

1. All demographics data shall be processed by the contractor in an automated fashion.
2. Following processing of demographics file, the contractor shall transmit the file processing results back through the secure FTP (SFTP) site. The responses shall include two files:
 - a. Summary Response file.
 - b. Error Detail file.
3. The email and XML file for the summary response file shall identify the processing status and include:
 - a. Filename.
 - b. File processing timestamp.
 - c. Total number of records processed.
 - d. Total number of records processed successfully.
 - e. Total number of records that failed processing.
4. The response file shall include each error record with an error code and error description for each record in XML format.
5. Demographics File Process: See diagram.

Demographic File Creation Process



(xiv) Prior Authorization Interface

The contractor shall receive and process a daily prior authorization file provided by DDD. This file contains critical data elements necessary for the contractor to authorize payments for services and critical data elements necessary for the contractor to submit claims and be paid by Medicaid. The contractor system shall associate each service prior authorization to the participant’s electronic file.

Deliverables

1. The data shall be processed by the contractor in an automated fashion.
2. The contractor shall have a mechanism to account for all prior authorization records received through this interface and confirm that they have been successfully received and processed.
3. In the case that any records are rejected or unable to be processed, the contractor shall create an error file detailing the nature of the issue so that the unprocessed records can be triaged and remediated in a timely fashion.
4. This interface is transactional in nature.
5. Prior Authorization Interface Data Elements: See table.

Field	Note
XMLType	XML type
XMLVersion	XML version
ProgramCode	NJDDD
ClientName	Client Name
Fiscal Year	DDD’s Fiscal Year

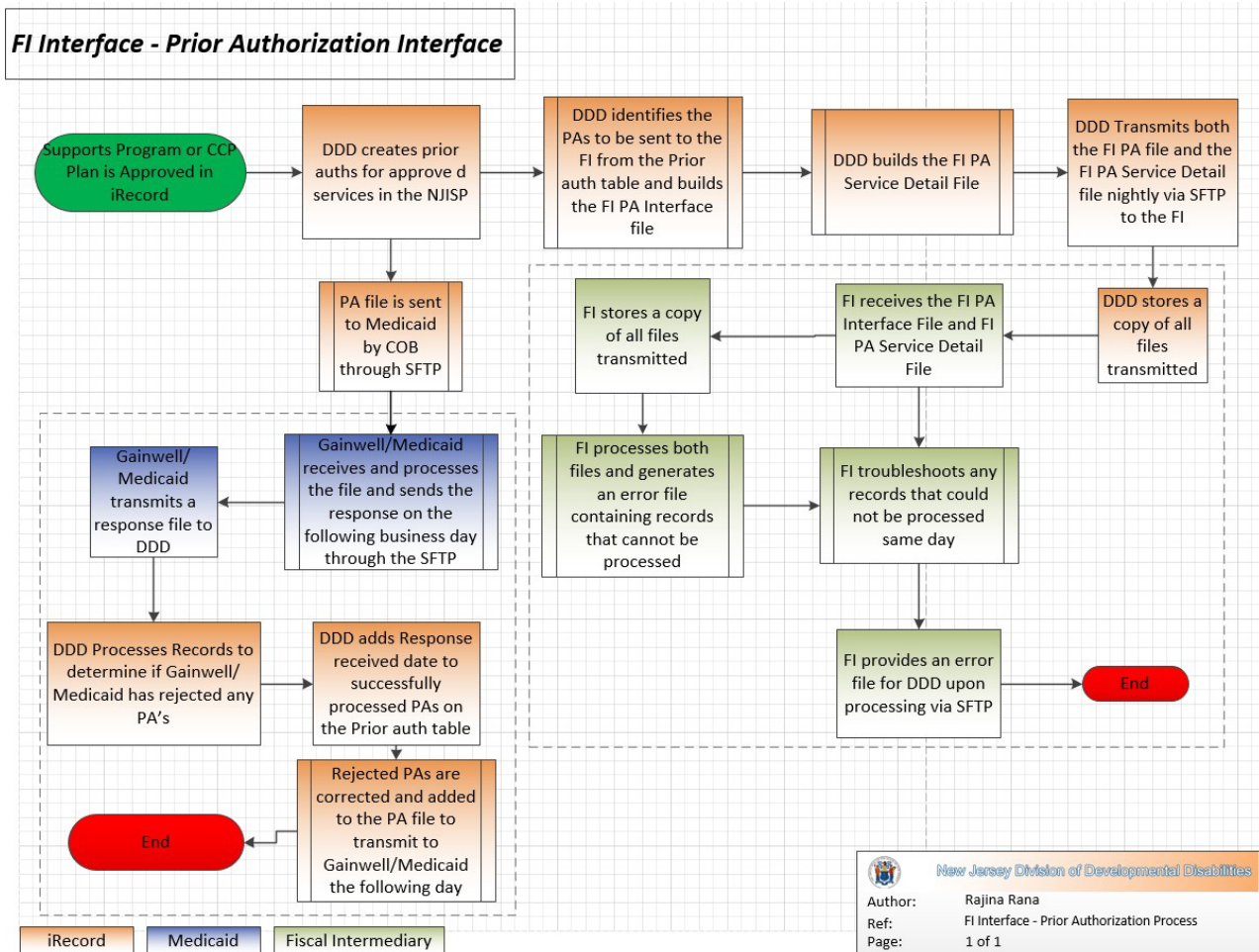
Action	N=New, first time being sent to FI M=Modify, modified authorization subsequently sent to FI I=Inactivate
MedicaidID	Participant's Medicaid ID
DDDID	DDD ID
Plan	DDD participant's plan number
OutcomeNo	DDD participant's plan outcome number
ServiceNo	DDD participant's plan service number
ProviderFEIN	Provider's FEIN
PANumber	The FI will receive a PA number and any modifications to that authorization will use the same PA number
TotalMedicaidUnits	Total Medicaid units accrued till date
TotalMedicaidAmount	Corresponds to Total Medicaid Amount accrued till date
ServiceUnits	Total service level units accrued till date
ServiceUnitCost	Service level unit cost
ServiceTotalAmount	Total Service level amount accrued till date
UnitType	Full list of unit types will be provided to FI by DDD (example: 15 minutes value is 1)
Frequency	DDD will use "D" for Daily
ServiceCode	Base Procedure Code
Service Modifier1	Procedure Code Modifier 1
Service Modifier2	Procedure Code Modifier 2
Service Modifier3	Procedure Code Modifier 3
Service Modifier4	Procedure Code Modifier 4
WaiverType	Special Program Code (Supports Program=1,CCP=2, Interim=3)
DiagCode	Diagnosis Code
AuthDateFrom	Auth Start Date
AuthDateTo	Auth End Date
ServiceStartDate	Service Start Date
ServiceEndDate	Service End Date
FileCreationDate	Date this file is created

(xv) Prior Authorization Response Files

Following processing of prior authorization file, the contractor shall send acknowledgement and summary of the results to DDD by email and XML file.

1. All Prior Authorization data shall be processed by the contractor in an automated fashion.
2. Following processing of prior authorization file, the contractor shall transmit the file processing results back through the secure FTP site. The responses shall include two files:
 - a. Summary Response file.
 - b. Error Detail Response file.
3. The email and XML file for the summary response shall identify the processing status and include:
 - a. Filename.
 - b. File processing timestamp.

- c. Total number of records processed.
 - d. Total number of records processed successfully.
 - e. Total number of records that failed processing.
4. The error detail response file shall include each error record with an error code and error description for each record, in XML format.
 5. Prior Authorization Interface Process Flow: See Diagram.



(xvi) Prior Authorization Companion Data Interface

Services are authorized within a plan on a weekly basis to ensure that participants are not over-utilizing services early in their plan and then running out of services prior to the end of the plan. This determines a sliding scale of units to be authorized to the contractor. The contractor shall have the capability to moderate the utilization of units in accordance with the weekly distribution reflected in the service plan. The companion file will provide the weekly breakdown of units that will be authorized for a participant's service over time.

Deliverables

1. The contractor shall track the breakdown of the weekly units available for the participant in real time and understand its use, including unit accumulation through PA end date (i.e., unit rollover)
2. The contractor shall limit the payment of service units within each participant's distinct plan year to the aggregate current amount of units available.
3. Prior Authorization Companion Interface Data Elements: See table.

Field	Note
XMLType	XML Type, e.g., <FI Name>ServiceAuthDetail
XMLVersion	XML Version, DDD uses 1.0
ProgramCode	NJDDD
PANumber	PA Number
DDDID	Participant's DDDID
Plan	Plan Identification no.
OutcomeNo	Outcome Identification no.
ServiceNo	Service identification no.
AuthDateFrom	Prior Auth Week start date
AuthDateTo	Prior Auth Week end date
Payload Quantity	Total units authorized for the week

VI. General Contracting Information

Contractor must meet the terms and conditions of the DHS contracting rules and regulations as set forth in the Standard Language Document, the Contract Reimbursement Manual, and the Contract Policy and Information Manual. These documents are available on the DHS website at:

<https://www.state.nj.us/humanservices/olra/contracting/policy/>

The Contractors is required to comply with the Affirmative Action Requirements of Public Law 1975, c. 124 (N.J.A.C. 17:27) and the requirements of the Americans with Disabilities Act of 1991 (P.L. 101-336).

All bidders will be notified in writing of DHS' intent to award contract(s).

The base term of this Contract shall be for a period of two (2) years. This Contract may be extended up to three (3) years with no single extension exceeding one (1) year, at DDD's sole discretion, at the same terms, conditions, and pricing at the rates in effect in the last year of this Contract or rates more favorable to DDD.

The Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

In accordance with DHS Policy P1.12 available on the web at: <https://www.state.nj.us/humanservices/olra/assets/documents/CPIManual.pdf>, funds awarded pursuant to this RFP will be kept separate from existing programs in place between the bidder and DHS/DDD until DDD determines, in its sole discretion, that the program is stable in terms of service provision, expenditures, and applicable revenue generation.

Should service provision be delayed through no fault of the Contractor, funding continuation will be considered on a case-by-case basis. Should services not be rendered, any funds which have been provided pursuant to the contract shall be returned to DHS/DDD.

Required Proposal Content

All bidders must submit the following items:

Funding Proposal Cover Sheet (RFP Attachment A) All bidders must submit a written response that addresses organization's role in the Contract; overview of organization's work, programs, and initiatives; short narrative; and capacity to implement this program in no more than 5-6 pages.

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

If the information is not supplied with the proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. A bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the proposal. The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

Specific Requirements – Proposal submissions will be evaluated based on the following criteria and scored accordingly. The price sheet will be evaluated separately. Failure to receive a passing score in either section disqualifies the bidder from contract award. Preference for concrete deadlines provided. Please note this may be submitted in narrative or outline format.

Operational Section - Maximum possible score is 120 points. 96 points (80%) required to be considered for award along with a passing score in the Pricing Section below.

- **Contract Administration - (20 points)**
 - Demonstrate capacity and capability to provide key management personnel staff essential to operations and work subject and physically work from a New Jersey office at least two (2) business days a week.
 - Demonstrate knowledge and program management experience implementing and operating programs of similar size and scope.
 - Demonstrate ability to maintain a fully-staffed Project Management Office for the duration of the contract, dedicated solely to this Project, responsible for project implementation, maintenance, operations, change requests, corrective action plans, and similar projects.
 - Demonstrate experience with employee recruitment, training and development.
 - Demonstrate capability to create and maintain a Training Plan for all employees working on the contract.
 - Demonstrate experience with systems integration, testing, gate reviews and similar processes for determining if a program is operational.
 - Demonstrate any experience participating in litigation or employment hearings, particularly those involving state departments or labor or administrative law judges.
 - Demonstrate ability to create a Continuity of Operations Plan during the contract implementation period.
 - Demonstrate ability to develop orderly transition management plan to a successor contractor(s) upon expiration or termination of contract.
 - Demonstrate ability to provide role-based, real-time electronic dashboards to the SCM, and designated State staff.
- **Project Materials (20 points)**

- Demonstrate capability to write a variety of communications and documents in Plain language and making those materials accessible through technologies and alternate formats.
- Demonstrate ability to develop and deliver manuals, training materials, and other publications and provide plan to implement develop Policies and Procedures Manual, an Employer Handbook, and an Employee Handbook, specific to New Jersey and its participant-directed service programs.
- Provide summary of implementation plan of fully functional website.
- Quality Management Requirements (15 points)
 - Provide evidence of strong relationships with stakeholders where programs are currently operated, including participants, family and self-advocate organizations, and trade organizations.
 - Demonstrate capacity and capability to evaluate and update its operations to meet and exceed minimum requirements of federal and State laws, regulations and policies.
 - Demonstrate knowledge and experience operating call centers and customer service functions for programs of similar size and scope.
 - Demonstrate ability to develop and maintain a quality assurance monitoring process that monitors the contractor's performance in completing the required Tasks and procedures as specified in contract.
 - Demonstrate capability to design participant satisfaction surveys for programs of similar size and scope.
 - Demonstrate capability to make actionable recommendations on operational enhancements and efficiencies for programs of similar size and scope.
- Participant Management (20 points)
 - Demonstrate capacity and capability to operate as an employer-agent, including successful enrollment and management of participant employers, Authorized Representatives, participant employees and vendors.
 - Demonstrate ability to develop separate Participant Employer, Participant Employee, and Vendor Enrollment Packets that can be distributed electronically or by USPS mail, depending on the recipient's preference.
 - Demonstrate capability to develop a Participant Employer Orientation and Skills Training for participants and their Authorized Representatives.
 - Demonstrate capacity and capability to support electronic system that assigns, tracks, confirms participant employee trainings and alerts participant employee and participant employers when trainings and/or re-certifications are not completed within defined timelines.
 - Outline ability to obtain an EVV system and ability to integrate that solution with the State's current contracted EVV aggregating entity.
 - Demonstrate capability to support a participant employee timesheet solution that requires and collects service documentation note, and prevents payment when service documentation notes are absent.
 - Demonstrate ability to manage confidential data and protected health information held within participant employer, Authorized Representative, participant employee and vendor files.
- Funds Management and Accounting (15 points)
 - Outline plan to enroll as a Medicaid provider and receive, disburse, and track Medicaid and State funds.
 - Demonstrate capacity and capability of fiscal preparation to accept responsibility for making payments for participants' goods and services and directly-hired participant employees' payroll.
 - Outline plan to submit FMS service claims to State's Medicaid fiscal agent.
 - Outline plan to submit Medicaid service claims to Medicaid Management Information Systems.
- Processing, Paying and Tracking Payments (20 points)
 - Demonstrate capacity and capability to perform all employer-related financial, accounting,

- withholding, filing, and payroll duties.
- Demonstrate capacity and capability to accurately and promptly enroll vendors, process vendor invoices, and issue vendor payments.
- System Requirements and Standards (10 points)
 - Demonstrate ability to support variety of system interfaces required by this contract, including implementation of rules to recognize, track and correct errors that return through all interfaces.

Budget Section - Maximum possible score is 30 points. Minimum score of 24 (80%) required to be considered for award along with passing score in Operational Section.

Pricing (30 points) –

1.1 Bidders must submit pricing using the Price Sheet accompanying this RFP. Bidders shall use this schedule to provide an estimated Firm Fixed Price for all price lines for each year of the contract. Bidders must submit a price for each item. For evaluation purposes, Bidders will be ranked from lowest to highest according to the total Quote price located on the Price Sheet accompanying this Bid Solicitation.

1.2 Allowable Costs

No funds from the Contract may be used for lobbying activities as defined in accordance with guidance issued by the New Jersey Election Law Enforcement Commission at: https://www.elec.nj.gov/forcandidates/gaa_forms.htm.

Appendices

The following items must be included as appendices with the bidder's proposal. Please note that if items 11-14 are not submitted, the proposal will not be considered.

1. Bidder's mission statement;
2. Organizational chart;
3. Job descriptions of key personnel;
4. Outline of staff that will be dedicated for this program if already on staff;
5. A description of all pending and in-process audits identifying the requestor, the firm's name and telephone number, and the type and scope of the audit, if applicable;
6. List of the board of directors, officers and terms;
7. Copy of documentation of the bidder's charitable registration status;
8. Disclosure of Investment in Iran (www.nj.gov/treasury/purchase/forms.shtml);
9. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus; (<https://www.nj.gov/treasury/administration/pdf/DisclosureofProhibitedActivitesinRussiaBelarus.pdf>)
10. Current State of New Jersey Business Registration. Bidders can obtain a copy at https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp; for an entity doing business with the State for the first time, it may register at <http://www.nj.gov/treasury/revenue>);
11. Department of Human Services Statement of Assurances (Attachment D);
12. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment E);
13. Statement of Bidder/Vendor Ownership Disclosure (www.nj.gov/treasury/purchase/forms.shtml);
14. Most recent single audit report (A133) or certified statements (submit only two [2] copies);

15. Any other audits performed in the last two (2) years (submit only two [2] copies);
16. Three (3) references from other agencies or organizations who have worked with you or know firsthand about your work. DHS will notify bidder prior to contacting references; and
17. NJ Department of Human Services Commitment to Defend and Indemnify Form (Attachment H).

Submission of Proposal Requirements

A. Format and Submission Requirements

ATTACHMENT B includes an application form that is also available as a Word document. Using the template provided with the RFP posting, bidders must also submit a Price Sheet (Excel spreadsheet). All applications must include the following combined as a single PDF with the exception of the completed price sheet template that must be attached to the transmittal email:

- a. Completed Application Form;
- b. Submission of Proposal Content;
- c. All materials contained in the list of Appendices in Section VII of this RFP; and
- d. Completed Price Sheet (in Excel format) as a separate document attached to the application transmittal email.

The completed application form using the template in Attachment B and the Appendices outlined in Section VII of this RFP should be combined into a single PDF document. Bidders should complete the price sheet using the template provided. Bidders should email the combined single PDF document and completed price sheet to DDD.RFP@dhs.nj.gov no later than **5:00 pm ET on September 25, 2023**.

B. Confidentiality/Commitment to Defend and Indemnify

Pursuant to the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know, proposals can be released to the public in accordance with N.J.A.C. 17:12-1.2(b) and (c).

Bidder should submit a completed and signed Commitment to Defend and Indemnify Form (Attachment G) with the proposal. In the event that Bidder does not submit the Commitment to Defend and Indemnify Form with the proposal, DHS reserves the right to request that the Bidder submit the form after proposal submission.

After the opening of the proposals, all information submitted by a Bidder in response to a Bid Solicitation is considered public information notwithstanding any disclaimers to the contrary submitted by a Bidder. Proprietary, financial, security and confidential information may be exempt from public disclosure by OPRA and/or the common law when the Bidder has a good faith, legal/factual basis for such assertion.

As part of its proposal, a Bidder may request that portions of the proposal be exempt from public disclosure under OPRA and/or the common law. Bidder must provide a detailed statement clearly identifying those sections of the proposal that it claims are exempt from production, and the legal and factual basis that supports said exemption(s) as a matter of law. DHS will not honor any attempts by a Bidder to designate its price sheet, price list/catalog, and/or the entire proposal as proprietary and/or confidential, and/or to claim copyright protection for its entire proposal. If DHS does not agree with a Bidder's designation of proprietary and/or confidential information, DHS will use commercially reasonable efforts to advise the Bidder. Copyright law does not prohibit access to a record which is otherwise available under OPRA.

DHS reserves the right to make the determination as to what to disclose in response to an OPRA request. Any information that DHS determines to be exempt from disclosure under OPRA will be redacted.

In the event of any challenge to the Bidder's assertion of confidentiality that is contrary to the DHS' determination of confidentiality, the Bidder shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Bidder. DHS assumes no such responsibility or liability.

In order not to delay consideration of the proposal or DHS' response to a request for documents, DHS requires that Bidder respond to any request regarding confidentiality markings within the timeframe designated in DHS' correspondence regarding confidentiality. If no response is received by the designated date and time, DHS will be permitted to release a copy of the proposal with DHS making the determination regarding what may be proprietary or confidential.

Review of Proposals

DHS will convene a review committee of public employees to review the recommendations and make final award decisions. The bidder is advised that the contract award may be conditional upon final contract and budget negotiation.

Additionally, if a bidder is determined, in DHS' sole discretion, to be insolvent or to present insolvency for this Project, DHS will deem the proposal ineligible for award.

DHS reserves the right to reject any and all proposals when circumstances indicate that it is in its best interest to do so. DHS' best interests in this context include, but are not limited to, loss of funding, inability of the bidder(s) to achieve performance, an indication of misrepresentation of information and/or non-compliance with State and federal laws and regulations, existing DHS contracts, and procedures set forth in DHS Policy Circular P1.04(<https://www.nj.gov/humanservices/olra/assets/documents/CPIManual.pdf>).

Appeal of Award Decisions

An appeal of any award decision may be made only by a respondent to this RFP. All appeals must be made in writing and be received by DHS at the address below no later than 5:00 p.m. ET on November 1, 2023. The written appeal must clearly set forth the basis for appeal.

Appeals should be addressed to:

Jonathan Seifried, Assistant Commissioner
Department of Human Services
Division of Developmental Disabilities
PO Box 726, Trenton, NJ 08625-0726

Please note that all costs incurred in connection with appeals of DHS decisions are considered unallowable cost for the purpose of DHS funding.

DHS will review all appeals and render a final decision. Award(s) will not be considered final until all timely filed appeals have been reviewed and final decisions rendered.

Post Award Required Documentation

Upon final award announcement, the successful bidder(s) must be prepared to submit one (1) original signed copy of the documents below (if not already on file), as well as any other required documents. Copies, rather than original signed documents, may be submitted only where indicated below:

1. Most recent IRS Form 990/IRS Form 1120, and Pension Form 5500 (if applicable) (submit two [2] copies);

2. Copy of the Annual Report-Charitable Organization (for information visit: http://www.state.nj.us/treasury/revenue/dcr/programs/ann_rpt.shtml);
3. A list of all current contracts and grants as well as those for which the bidder has applied for from any Federal, state, local government or private agency during the grant term proposed herein, including awarding agency name, amount, period of performance, and purpose of the contract/grant, as well as a contact name for each award and the phone number;
4. Proof of insurance naming the State of New Jersey, Department of Human Services, Trenton, NJ 08625-0362 as an additional insured;
5. Board Resolution identifying the authorized staff and signatories for grant actions on behalf of the bidder, if applicable;
6. Current Agency By-laws, if applicable;
7. Current Personnel Manual or Employee Handbook, if applicable;
8. Copy of Lease or Mortgage, if applicable;
9. Certificate of Incorporation, if applicable;
10. Co-occurring policies and procedures, if applicable;
11. Conflict of Interest Policy;
12. Affirmative Action Policy;
13. Affirmative Action Certificate of Employee Information Report, newly completed AA 302 form, or a copy of Federal Letter of Approval verifying operation under a federally approved or sanctioned Affirmative Action program. (AA Certificate must be submitted within 60 days of submitting completed AA302 form to Office of Contract Compliance);
14. A copy of all applicable licenses;
15. Local Certificates of Occupancy;
16. Procurement Policy;
17. Current equipment inventory of items purchased with DHS funds (Note: the inventory shall include: a description of the item [make, model], a State identifying number or code, original date of purchase, purchase price, date of receipt, location at the successful bidder, person(s) assigned to the equipment, etc.);

18. All subcontracts or consultant agreements related to the DHS contract signed and dated by both parties;
19. Business Associate Agreement (BAA) for Health Insurance Portability Accountability Act of 1996 compliance, if applicable, signed and dated;
20. Updated single audit report (A133) or certified statements, if differs from one submitted with proposal;
21. Source Disclosure (EO129) (www.nj.gov/treasury/purchase/forms.shtml); and
22. Chapter 51 Pay-to-Play Certification(www.nj.gov/treasury/purchase/forms.shtml).

Attachments:

(See following pages)

Attachment A – Proposal Cover Sheet

**STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES
Vendor Fiscal/Employer Agent
Proposal Cover Sheet**

Project Title: _____

Incorporated Name of Bidder: _____

Eligibility Type (check to confirm eligibility):

The bidder may be a non-profit or for-profit entity or governmental entity; must be in good standing with DHS if it has an existing grant or contract in place. If applicable, the bidder must have all outstanding Plans of Correction for deficiencies submitted to DHS for approval prior to submission. The bidder must be fiscally viable based upon an assessment of the bidder's audited financial statements. The bidder must not appear on the State of New Jersey Consolidated Debarment Report at <http://www.state.nj.us/treasury/revenue/debar-ment/debarsearch.shtml> or be suspended or debarred by any other State or Federal entity from receiving funds; and the bidder must not employ a member of its Board of Directors in a consultant capacity.

Federal ID Number: Charities Reg. Number (if applicable)

DUNS Number: _____

Address of Bidder: _____

Website of Bidder:

Bidder Organization Profile - State mission and briefly describe areas of expertise and focus:

Chief Executive Officer Name and Title:

Phone No.: _____ **Email Address:** _____

Contact Person Name and Title: _____

Phone No.: _____ **Email Address:** _____

Geographical area served:

Brief description of organizational capacity and interest in the VF/EA SDE Program and provide Fiscal Management Services: _____

Application partners (include additional sheets as necessary)

Organization Name: _____

Address: _____

Website: _____

Project Contact – name, email, phone: _____

Application organization profile _____

Authorization: Chief Executive Officer (printed name):

Signature: _____

Date: _____

Attachment B – Application Template

**STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES
Application Template**

All bidders must submit a written response that addresses the following topics, adheres to all instructions, and includes supporting documentation as noted below:

INTRODUCTION AND CONTEXT

1. Provide a brief and concise summary of your organizations’ background and experience in acting as a Vendor Fiscal/Employer Agent and providing Financial Management Services or related types of services. Explain how your organization is qualified to fulfill the obligations of the RFP. *(1-2 paragraphs)*
2. Please provide a brief profile of knowledge, experience, resources, and infrastructure to effectively deliver Financial Management Services. *(1-2 paragraphs)*. Bidders are encouraged to include the following types of information in their profile:
 - Background information on working with this target population, the number of years working with this target population; and experience in implementing a program similar to that described in this RFP.
 - Ability to provide, maintain and use its own working capital to make payments to participant employees and goods and services providers.

PROPOSAL NARRATIVE (1-2 pages) - Address the following questions:

1. What is your experience working as an employer agent on behalf of a social service program’s participant? How many participants were served.
2. What is your experience providing Financial Management Services, making payments to authorized individuals and vendors that provide goods and services to participants? How many participants were served.
3. Describe why your organization is most appropriate and best qualified to implement this Program.
4. Explain your organization’s administrative and organizational capacity to carry out the functions of this RFP.
5. What is your customer service experience? Including serving clients over the phone, in person, and/or remotely?
6. Note any partnerships with other community based organizations on this Project, including outreach, education, and application support.

STAFFING PLAN (2-3 paragraphs)

1. Briefly describe staffing capacity and plan to meet the needs of the obligations included in this RFP.

STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES
ADDENDUM TO REQUEST FOR PROPOSAL FOR SOCIAL SERVICE AND TRAINING
CONTRACTS

Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a contract with the State of New Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

As used in this document, "successful bidder" means any person, firm, corporation, or other entity or representative or employee thereof that offers or proposes to provide goods or services to or performs any contract for the Department of Human Services.

In compliance with Paragraph 3 of Executive Order No. 189, no successful bidder shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by

N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such successful bidder transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any successful bidder shall be reported in writing forthwith by the provider agency to the Attorney General and the Executive Commission on Ethical Standards.

No successful bidder may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such successful bidder to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D- 13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No successful bidder shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any

manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No successful bidder shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the successful bidder or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with successful bidders under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

Attachment D – Statement of Assurances

**Department of Human Services
Statement of Assurances**

As the duly authorized Chief Executive Officer/Administrator, I am aware that submission to the Department of Human Services of the accompanying application constitutes the creation of a public document that may be made available upon request at the completion of the RFP process. This may include the application, price sheet, and list of applicants (bidders list). In addition, I certify that the applicant:

- Has legal authority to apply for the funds made available under the requirements of the RFP, and has the institutional, managerial and financial capacity (including funds sufficient to pay the non-Federal/State share of project costs, as appropriate) to ensure proper planning, management and completion of the project described in this application.
- Will give the New Jersey Department of Human Services, or its Authorized Representatives, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with Generally Accepted Accounting Principles (GAAP). Will give proper notice to the independent auditor that DHS will rely upon the fiscal year end audit report to demonstrate compliance with the terms of the contract.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. This means that the applicant did not have any involvement in the preparation of the RFP, including development of specifications, requirements, statement of works, or the evaluation of the RFP applications/bids.
- Will comply with all federal and State statutes and regulations relating to non-discrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (P.L. 88- 352; 34 CFR Part 100) which prohibits discrimination based on race, color or national origin; 2) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794; 34 CFR Part 104), which prohibits discrimination based on handicaps and the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq.; 3) Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.; 45 CFR part 90), which prohibits discrimination on the basis of age; 4) P.L. 2975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et. seq.) and associated executive orders pertaining to affirmative action and non-discrimination on public contracts; 5) federal Equal Employment Opportunities Act; and 6) Affirmative Action Requirements of PL 1975 c. 127 (NJAC 17:27).
- Will comply with all applicable federal and State laws and regulations.
- Will comply with the Davis-Bacon Act, 40 U.S.C. 276a-276a-5 (29 C.F.R. 5.5) and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.27 et seq. and all regulations pertaining thereto.

- Is in compliance, for all contracts in excess of \$100,000, with the Byrd Anti-Lobbying amendment, incorporated at Title 31 U.S.C. 1352. This certification extends to all lower tier subcontracts as well.
- Has included a statement of explanation regarding any and all involvement in any litigation, criminal or civil.
- Has signed the certification in compliance with federal Executive Orders 12549 and 12689 and State Executive Order 34 and is not presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded. The applicant will have signed certifications on file for all subcontracted funds.
- Understands that this successful bidder is an independent, private employer with all the rights and obligations of such, and is not a political subdivision of the Department of Human Services.
- Understands that unresolved monies owed the Department and/or the State of New Jersey may preclude the receipt of this award.

Applicant Organization

Signature: CEO or equivalent

Date

Typed Name and Title

6/97

Attachment E - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

READ THE ATTACHED INSTRUCTIONS BEFORE SIGNING THIS CERTIFICATION. THE INSTRUCTIONS ARE AN INTEGRAL PART OF THE CERTIFICATION.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

This certification is required by the regulations implementing Executive order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of facts upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or

voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment F

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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 nondiscrimination clause.

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.

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 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.

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.

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.

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.

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.

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:

Letter of Federal Affirmative Action Plan

Approval Certificate of Employee

Information Report

Employee Information Report Form AA302 (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 its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies 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**

Attachment G

State of New Jersey
DEPARTMENT OF HUMAN SERVICES

BUSINESS ASSOCIATE AGREEMENT

Between

The New Jersey Department of Human Services
(Enter Division)

AND

(Add Vendor)

This Business Associate Agreement (this “Agreement”), is entered into by and between **ADD VENDOR**, (the “Business Associate”) and the New Jersey Department of Human Services, **ADD DIVISION**, (the “Covered Entity”) (collectively the “Parties”).

WHEREAS, the Parties have entered into the following agreement: **ADD NAME/REFERENCE OF UNDERLYING K/MOA** (“the Underlying Agreement), executed on **ADD DATE** and

WHEREAS, the Business Associate may use, disclose, create, receive, maintain or transmit protected health information (“PHI”) on behalf of the Covered Entity in connection with the Business Associate’s performance of its obligations under the above-referenced Underlying Agreement; and

WHEREAS, the Parties intend to ensure the confidentiality, privacy, and security of PHI as required by Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Public Law 104-191 and the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), as updated by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, enacted under Title XII of the American Recovery and Reinvestment Act of 2009, and other applicable laws; and

WHEREAS, there are no other agreements associated with this Agreement other than the Underlying Agreement;

A. Definitions

Unless otherwise provided for in this Agreement, terms used in this Agreement shall have the same meaning as set forth in HIPAA, HITECH, and the underlying regulations including, but not limited to, the following: Availability, Breach, Confidentiality, Data Aggregation, Designated Record Set, Health Care Operations, Individual, Integrity, Minimum Necessary, Notice of Privacy Practices,

Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, and Use. Specific definitions are as follows:

- a. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information found at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- b. "Security Rule" shall mean the Standards for Security for the Protection of Electronic Protected Health Information, codified at 45 C.F.R. parts 160, 162, and 164.

B. Obligations and Activities of Business Associate

1. **Security Safeguards.** The Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164, Security Standards to prevent the use or disclosure of Electronic Protected Health Information ("ePHI"), other than as authorized under this Agreement, and maintain a reasonable and appropriate privacy and security program that includes appropriate administrative, technical, organizational and physical safeguards to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
2. **Breach of Security and Privacy.** The Business Associate agrees to promptly notify the Covered Entity's Privacy Officer, as noted in Section H.45, of any Security Incident involving PHI of which it becomes aware and cooperate with the Covered Entity in the investigation. The Business Associate will report attempted but unsuccessful Security Incidents that do not result in any unauthorized access, use, disclosure, modification or destruction of PHI, or interference with an information system at the Covered Entity's request. In addition, to the extent the information is available, the following information shall be provided to the Covered Entity as soon as possible, but no later than fourteen (14) days after the Business Associate becomes aware of such security incident:
 - a. Specify the nature of the unauthorized access, use or disclosure;
 - b. Identify the PHI accessed, used or disclosed;
 - c. Identify the cause of the security incident;
 - d. Identify the recipient(s) of the PHI;
 - e. Identify what corrective action took place or will take place to prevent further breaches;
 - f. Explain what was done or will be done to mitigate the harmful effect; and
 - g. Provide any other relevant information the Covered Entity may need about a breach.
3. **Mitigation.** The Business Associate agrees to take prompt corrective action to mitigate any harmful effect of any use or disclosure of PHI, or security incident that is known to the Business Associate.

4. **Agents.** The Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI, which was received, maintained, created, used or transmitted by the Business Associate on behalf of the Covered Entity agrees in writing to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such PHI.
5. **Right of Access to PHI.** The Business Associate agrees to make available PHI in a designated record set maintained by the Business Associate or its agents or subcontractors to the Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. 164.524 within ten (10) days of the date of any such request. The Business Associate agrees to forward all requests made directly to the Business Associate from individuals seeking access to PHI.
6. **Amendments.** The Business Associate agrees to make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. 164.526 within thirty (30) days of such a request, or take other measures as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.526. The Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity. The Business Associates agrees to forward all requests made directly to the Business Associate from individuals seeking amendments to PHI.
7. **Access to books and records.** The Business Associate agrees to make its privacy and security program, its internal practices, books and records relating to the use, disclosure and security of PHI under this Agreement and the Underlying Agreement available to the Covered Entity within thirty (30) days of the date of such request, or to the Secretary of the U.S. Department of Health & Human Services, in a time and manner designated by the Secretary.
8. **Accounting of Disclosures.** The Business Associate agrees to maintain and make available the information and/or documentation required to provide an accounting of disclosures as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. 164.528. The Business Associate agrees to provide such information and/or documentation to the Covered Entity within thirty (30) days of a request for an accounting of disclosures. The Business Associate agrees to forward all requests made directly to the Business Associate from individuals seeking an accounting of PHI to the Covered Entity.
9. **Confidential Communications.** The Business Associate shall comply with any request from an individual to receive PHI via alternative means or at an alternative location approved by Covered Entity pursuant to 45 C.F.R. 164.522(b), provided that the Covered Entity notifies the Business Associate in writing of the request.
10. **Restrictions.** The Business Associate shall comply with any restriction on the use or disclosure of protected health information that the Covered Entity has agree to or is required

to abide by under 45 C.F.R. 164.522(a) provided that the Covered Entity notifies the Business Associate in writing of the restriction obligation.

- 11. Minimum Retention.** The Business Associate will retain the documentation required pursuant to 45 C.F.R.164.316(b)(1) for six (6) years from the date of its creation or the date when it last was in effect, whichever is later.
- 12. Inspect.** The Business Associate agrees that from time to time, upon reasonable notice, it shall allow the Covered Entity or its authorized agents or contractors, to inspect or review the facilities, systems, books, records and procedures of the Business Associate to monitor compliance with this Agreement or any other state or federal security safeguard review. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement, the Privacy Rule or Security Rule, it shall so notify the Business Associate in writing. The Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that the Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect the Business Associate's facilities, systems, books, records, and procedures does not relieve the Business Associate of its responsibility to comply with this Agreement. The Covered Entity's (1) failure to detect, (2) detect but failure to notify the Business Associate, or (3) failure to require the Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of the Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section G of this Agreement or the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., as they apply to the Covered Entity.
- 13. Cooperation.** The Business Associate shall make itself, as well as any employees, subcontractors or agents assisting the Business Associate in the performance of its obligations under this Agreement and the Underlying Agreement, available to testify as witnesses or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its officers, employees, based upon a claimed violation of the Privacy Rule, the Security Rule or other law relating to security and privacy, except where the Business Associate or its employee, subcontractor or agent is a named adverse party.
- 14. Response to Subpoena.** In the event Business Associate receives a subpoena or similar notice or request from any judicial, administrative, or other party which would require the production of PHI received from, or created for, the Covered Entity; the Business Associate shall promptly forward a copy of such subpoena, notice, or request to the Covered Entity to afford the Covered Entity the opportunity to timely respond to the demand for its PHI as the Covered Entity determines appropriate according to its state and federal obligations.
- 15. Other Obligations.** To the extent the Business Associate is to carry out one or more of the Covered Entity's obligation(s) under the Privacy Rule and/or Security Rule, the Business

Associate shall comply with the requirements of such rules that apply to the Covered Entity in performance of such obligation(s).

C. Permitted Uses and Disclosures

16. General Uses. The Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law. The Business Associate may use PHI for the functions, activities, or services performed for or on behalf of the Covered Entity as specified in the Contract provided that such use or disclosure would not violate this Agreement, the HIPAA regulations, or the HITECH Act. In the event that this Agreement conflicts with any other written agreement made between the Parties relating to the exchange of PHI, this Agreement shall control.

17. General Disclosures. The Business Associate may disclose PHI for proper business management and administration of the Business Associate or to carry out its legal responsibilities provided that such disclosure is required by law, or the disclosure would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by the Covered Entity, the Business Associate executes a business associate agreement containing the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such PHI with a subcontractor/person receiving the PHI, and the subcontractor/person notifies the Business Associate of any instances of which it is aware that the confidentiality of PHI has been breached. In the event that this Agreement conflicts with any other agreement relating to the access or use or disclosure of PHI, this Agreement shall control.

18. Use and Disclosure with Subcontractor. The Business Associate may disclose PHI to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain and transit PHI on its behalf provided the Business Associate obtains satisfactory assurances in accordance with 45 C.F.R. 164.504(e)(5). Use and disclosure is limited to the permitted use and disclosures of this Agreement or contract.

19. Minimum Necessary. The Business Associate agrees to limit any use, disclosure, or request for use or disclosure of PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.

D. Obligations of Covered Entity

20. Notice of Privacy Practice. In accordance with 45 C.F.R. 164.520, the Covered Entity shall notify the Business Associate of any limitations in the Covered Entity's Notice of

Privacy Practices to the extent that such limitation may affect the Business Associate's use or disclosure of PHI.

21. Notification of Permissions. The Covered Entity shall notify the Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.

22. Notification of Restrictions. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

23. Impermissible Requests by Covered Entity. The Covered Entity shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity or under the Covered Entity's Notice of Privacy Practices or other policies adopted by the Covered Entity pursuant to the Privacy Rule.

E. Term and Termination

24. Term. This Agreement shall be effective as of the date this Agreement is fully executed shall remain in effect until all PHI is returned to the Covered Entity or destroyed in accordance with the terms of this Agreement.

25. Return or Destruction of PHI. Return PHI, and any related data, to the Covered Entity in whatever form or medium that Business Associate received from or created on behalf of the Covered Entity. In such case, no copies of such PHI and related data shall be retained. PHI and related data shall be returned as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of this Agreement or the underlying Agreement. Business Associate may destroy PHI and any related data provided that the Covered Entity has agreed. All PHI and related data must be destroyed using technology or a methodology that renders the PHI, or related data, unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in its guidance <http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brguidance.html>. Acceptable methods for destroying PHI or related data include: (A) paper, film, or other hard copy media shredded or destroyed in order that PHI or related data cannot be read or reconstructed; and (B) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST). Redaction as a method of destruction of PHI or related data is specifically excluded. This provision shall also apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.

26. Infeasible Return or Disposal of PHI. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. The Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If the Covered Entity determines it is feasible, the Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of the Business Associate. Upon the Covered Entity determining that the Business Associate cannot return or destroy PHI, the rights and obligations of the Parties established under this Agreement, HIPAA, and the underlying regulations in regard to PHI shall survive the termination of this Agreement and shall continue. The Business Associate shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as the Business Associate maintains such PHI.

27. Certification. Except when determined that the PHI cannot be returned or destroyed, the Business Associate shall provide the Covered Entity with a certification, within thirty (30) days of termination of the Agreement, that neither it nor its subcontractors or agents maintains any PHI received, maintained, created, used or transmitted by the Business Associate on behalf of the Covered Entity under this Agreement, in any form, whether paper, electronic, film or other. The Covered Entity shall acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.

F. Breach Obligations

28. Effects of a Material Breach of this Agreement. Upon the Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by the Business Associate, the Covered Entity shall, at its discretion, either:

- a. Provide an opportunity for the Business Associate to cure the breach; or
- b. End the violation, upon such terms and conditions as the Covered Entity has specified, the Covered Entity may terminate this Agreement and require that the Business Associate fully comply with the procedures specified in Section E., "Term and Termination."

G. Indemnification and Release

29. The Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless the Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs (including attorneys' fees and costs and court costs), and expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from

or result directly or indirectly from the Business Associate's use or misuse of PHI or from any action or inaction of the Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement, the Privacy Rule or Security Rule. Except in cases where indemnification is not permitted by law, this indemnification clause shall in no way limit the obligations assumed by the Business Associate under this Agreement, nor shall it be construed to relieve the Business Associate from any liability, nor preclude the Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.

30. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of the Covered Entity.

31. The Business Associate further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 USC 1320d-6 and agrees to not seek indemnification from Covered Entity if such are imposed upon the Business Associate.

32. The Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of the Business Associate, its employees, agencies, or contractors, in the performance of the obligations assumed by the Business Associate pursuant to this Agreement. The Business Associate hereby releases the Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under State or federal laws, out of or in connection with the Business Associate's performance of the obligations assumed by the Business Associate pursuant to this Agreement.

33. The obligations of the Business Associate under this section shall survive the expiration of this Agreement.

H. Miscellaneous

34. Data Ownership. Neither the Business Associate nor its agents or subcontractors shall hold any data ownership rights with respect to the PHI created, used, maintained, or transmitted by the Business Associate for the Covered Entity under this Agreement.

35. Governing Law. Except where federal law applies, this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey without regard to principles of conflict of laws.

36. Regulatory Reference. A reference in this Agreement to a section in the Privacy Standards, Security Standards, HIPAA or 42 C.F.R. Part 2 means the section as in effect or as amended.

37. Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision.

38. Amending Agreement. The Business Associate and the Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that the Covered Entity can continue to comply with the requirements of the Privacy and Security Rules and case law that interprets the Privacy and Security Rules. All such amendments shall be in writing and signed by both Parties. The Business Associate and the Covered Entity agree that this Agreement may be superseded by a revised Business Associate Agreement executed between the Parties after the effective date of this Agreement.

39. Survival. The respective rights and obligations of the Business Associate and the Covered Entity under Section E, "Term and Termination" shall survive the termination of the Contract. The respective rights and obligations of the Business Associate and the Covered Entity under Section G, "Indemnification and Release", shall survive the termination of this Agreement.

40. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA and the HIPAA regulations, as they may be amended or interpreted by a court of competent jurisdiction.

41. Disclaimer. The Covered Entity makes no warranty or representation that compliance by the Business Associate with this Agreement, HIPAA and the HIPAA regulations will be adequate or satisfactory for the Business Associate's own purposes. The Business Associate is solely responsible for all decisions made by the Business Associate regarding the safeguarding of PHI.

42. Third Party Beneficiaries. Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and the Covered Entity, and any successor State agency to the Covered Entity, any rights, remedies, obligations or liabilities whatsoever.

43. Individually Identifiable Information. The Business Associate acknowledges that Social Security numbers and Social Security Administration ("SSA") records, information or data regarding individuals ("records") are confidential and require safeguarding. Failure to safeguard Social Security numbers and other SSA records can subject the Business Associate and its employees to civil and criminal sanctions under Federal and State laws including the Federal Privacy Act at 5 U.S.C. 552a; Social Security Act sections 205 and 1106 (see 42 U.S.C. 405(c)(2)(C)(viii) and 42 U.S.C. 1306, respectively); and N.J.S.A. 56:8-

164. The Business Associate shall ensure that all persons who will handle or have access under this Agreement to any Social Security Number or other SSA record will be advised of the confidentiality of the records; the safeguarding requirements to protect the records and prevent unauthorized access, handling, duplication and re-disclosure of the SSA records; and the civil and criminal sanctions for failure to safeguard the SSA records. The Business Associate shall enact and/or maintain safeguards necessary to protect these records and prevent the unauthorized or inadvertent access to, duplication of or disclosure of a Social Security number or other SSA record.

44. Medicaid Information. The Business Associate acknowledges that all information related to the Children’s Health Insurance Program (“CHIP”) and the Medicaid program is confidential, disclosure must be restricted to purposes directly connected with the administration of the CHIP and Medicaid State Plans, and Business Associate must comply with 42 C.F.R. 431.300 et seq. and N.J.A.C. 10:49-9.7. See also 42 U.S.C. 1396a(a)(7) and N.J.S.A. 30:4D-7(g). The Business Associate shall ensure that all persons who will handle or have access under this Agreement to Medicaid or CHIP information will be advised of the confidentiality of the records and the safeguarding requirements.

45. Drug and Substance Abuse Records. The Business Associate acknowledges that any record that directly or indirectly identifies an individual as a current or former patient of a drug or alcohol program, as those terms are defined at 42 C.F.R. 2.11 is confidential. Confidentiality applies to such records of deceased patients. The Business Associate shall ensure that all persons who will handle or have access under this Agreement to drug or substance abuse information will be advised of the confidentiality of the records, requirements to protect the records and prevent unauthorized access, handling, duplication and re-disclosure, except as permitted under 42 C.F.R. Part 2.

46. Notice Requirements. Any notices to be given hereunder shall be made via email, and followed by notice via regular and certified U.S. mail, return receipt requested, and if possible, by facsimile to the addresses and facsimile numbers listed below:

Business Associate: _____

Covered Entity:

Add Privacy Officer

New Jersey Department of Human Services
(Add P.O. Box)
(Add City, State, Zip)
(Email Address)
(Telephone Number)
(Fax number)

As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of the Covered Entity certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the Covered Entity to this document.

Additionally, the undersigned representative of the Business Associate certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the Business Associate to this document.

Covered Entity:

Business Associate:

Signature

Signature

[Name]

Printed Name: _____

[Title]

Title: _____

[Agency]

Agency: _____

Dated: _____

Dated: _____

Attachment H

Department of Human Services Commitment to Defend and Indemnify Form

I, _____, on behalf of _____ (“Company”) agree that the Company will defend, and cooperate in the defense of, any action against the State of New Jersey (“State”) or the New Jersey Department of Human Services (“DHS”) arising from, or related to, the non-disclosure, due to the Company’s request, of documents submitted to the State of New Jersey and DHS, and relating to the Request for Proposals for Vendor Fiscal/Employer Agent and Financial Management Services (“RFP”), which may become the subject of a request for government records under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. (“OPRA”). The Company agrees to indemnify and hold harmless the State and DHS against any judgments, costs, or attorney’s fees assessed against the State of New Jersey or DHS in connection with any action arising from, or related to, the non-disclosure, due to the Company’s request, of documents submitted to the State and DHS, and relating to the RFP, which may become the subject of a request for government records under OPRA.

The Company makes the foregoing agreement with the understanding that the State and DHS may immediately disclose any documents withheld without further notice if the Company ceases to cooperate in the defense of any action against the State arising from or related to the above-described non-disclosure due to the Company’s request.

I further certify that I am legally authorized to make this commitment and thus commit the Company to said defense.

(Signature)

(Print Name)

Title

Entity Represented

Date