



# Request for Proposal 08-X-39646

## For: Third Party Liability Recovery Services, DHS, DMAHS

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	July 16, 2007	5:00 PM
<b>Optional Pre-bid Conference</b> (Refer to <a href="#">RFP Section 1.3.3</a> for more information.)	July 31, 2007	10:00 AM
<b>Mandatory Site Visit</b>	Not Applicable	
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.4</a> for more information.)	August 16, 2007	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

<p><b>Small Business Set-Aside</b> (Refer to <a href="#">RFP Section 4.4.2.2</a> for more information.)</p>	<p><b>Status</b></p> <p><input type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> Entire Contract</p> <p><input type="checkbox"/> Partial Contract</p> <p><input checked="" type="checkbox"/> Subcontracting Only</p>	<p><b>Category</b></p> <p><input checked="" type="checkbox"/> I</p> <p><input checked="" type="checkbox"/> II</p> <p><input checked="" type="checkbox"/> III</p>
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RFP Issued By

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey  
Department of Human Services  
Division of Medical Assistance and Health Services  
Trenton, New Jersey 08625-0712

Date: June 27, 2007

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## **NOTICE TO BIDDERS**

### **SET-ASIDE CONTRACTS**

**N.J.S.A 52:32-17, N.J.A.C. 17:13, 12A:10**

Pursuant to the provisions of the New Jersey statute and administrative code cited above, this contract, or a portion thereof, has been designated as a set-aside contract for Small Business. As such, as indicated on page one of this document, eligibility to bid is limited to bidders (or subcontractors, as applicable) that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Commerce, Economic Growth and Tourism Commission (Commerce). The definitions of each Small Business set-aside category can be found at N.J.A.C. 17:13-1.2 or N.J.A.C. 12A:10-1.2.

"Small Business" means a business that has its principal place of business in the state of New Jersey, is independently owned and operated, and has no more than 100 full-time employees.

The new program places Small Business into the following categories: (I) those with gross revenues up to \$500,000; (II) those with gross revenues of up to \$5 million; and (III) those with gross revenues that do not exceed \$12 million. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

Each business interested in bidding for this contract should provide, as part of its response to this solicitation, proof of its current registration as a qualifying Small Business with New Jersey Commerce, Economic Growth and Tourism Commission. Any business that seeks to register as a Small Business is required to submit a fee along with its application to Commerce.

All necessary forms and any additional information concerning registration may be obtained by contacting Commerce's office of Small Business services, by telephone at the number below, or by mail, or in person between the hours of 9:00 am and 5:00 pm at the address below:

NEW JERSEY COMMERCE, ECONOMIC GROWTH AND TOURISM COMMISSION  
OFFICE OF SMALL BUSINESS SERVICES  
20 WEST STATE STREET - 4TH FLOOR  
PO BOX 820, TRENTON, NJ 08625-0820

TELEPHONE: 609-292-2146

## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Department of Human Services (DHS), Division of Medical Assistance and Health Services (DMAHS). The purpose of this RFP is to solicit bid proposals to engage one (1) or more contractors to establish a contingency fee contract to provide for the identification, cost avoidance and recovery of claims due to third party liability (TPL) in accordance with Code of Federal Regulations (CFR) 42 C.F.R. §§ 433.135 to 433.154 and New Jersey Administrative Code (N.J.A.C) N.J.A.C. 10:49, et seq. Other activities include, but are not limited to, maximizing collection of third party resource data, providing TPL coverage information that results in safe and sure cost avoidance of Medicaid payments, encouraging rigorous pursuit of recoveries and providing comprehensive reporting of cost avoided and recovered monies for all programs administered in whole or in part by DHS. Specifications for the services are described in [RFP Section 3.0](#) (Scope of Work).

The intent of this RFP is to award a contract(s) to that (those) responsible bidder(s) whose bid proposals, conforming to this RFP is (are) most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

A single contract resulting from this RFP may be awarded to a single bidder for all Price Schedule groupings or multiple contracts may be awarded to multiple bidders for individual groupings of bid items (please refer to [Section 4.4.6](#)).

The NJ Standard Terms & Conditions version 05 09 06 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

### **1.2 BACKGROUND**

The State operates numerous programs which pay health, medical care and other benefits of individuals meeting eligibility criteria for such programs. Such programs include, but are not limited to:

- Medicaid (including waiver programs)
- Medically Needy
- NJ FamilyCare
- Hearing Aid Assistance to the Aged and Disabled (HAAAD)
- Pharmaceutical Assistance to the Aged and Disabled (PAAD)
- AIDS Drug Distribution Program (ADDP)
- New Jersey Hospital Care Payment Assistance Program (Charity Care Assistance)
- WorkFirst New Jersey/General Assistance
- New Jersey Supplementary Prenatal Care Program
- Specified Low-Income Medicare Beneficiary (SLMB) Program
- Senior Gold Prescription Discount Program
- child support enforcement services
- assistance for residents of State and county psychiatric hospitals
- State intermediate care facilities for the mentally retarded (ICFs/MR).

A listing of identifications, verifications and recoveries along with historical volumes is provided as **Attachment 1**, located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>.

Please note that the estimated volumes provided in the Price Schedule differ from the figures provided in **Attachment 1** as the work has changed.

The health, medical care, and other benefits available under these programs are considered to be last resource benefits. Last resort benefits means that these programs only pay benefits after all other sources of funding are exhausted. Therefore, the purpose of this contract is for a contractor to search, verify and recover funds from undisclosed sources that have not been exhausted and sources providing duplicate and/or erroneous payment that have not been exhausted.

In accordance with State and federal statutes, regulations and policies regarding TPL, the State pursues reimbursement from any liable third party, including providers of services, for instances when duplicate or excessive payment is received from any source as the result of abusive or incorrect billing practices, including the State itself.

The State is required to take all reasonable measures to ascertain the legal liability of third parties to pay the health, medical care and other benefits of all Clients in its programs. TPL is identified through the following processes:

- The eligibility intake process uses application forms and questionnaires of the State or those various agencies which make eligibility determinations and re-determinations on behalf of the State. Clients are required to provide notification of changes in the information obtained during the application process. However, this requirement may not always be followed or may result in erroneous information being reported;
- The State seeks to enforce court-ordered child and medical support from non-custodial parents and to identify when such support should be so ordered;
- The State obtains benefit information from the Federal Benefits Data Exchange (BENDEX), Social Security Title II, Medicare Buy-In, Medicare Enrollment Database (EDB) and other data sources;
- The State seeks reimbursement where the existence of other insurance is found after payment has been made on behalf of an individual, as required by 42 C.F.R. §§ 433.139(b), which specifies when the State is to make payment even when TPL is known;
- Dis-enrollment of the State's Medicaid managed care organization (MCO) enrollees whose TPL disqualifies them for enrollment in a Medicaid MCO and/or enrollment in certain of the State's NJ FamilyCare plans.

The State maintains electronic eligibility files of approximately 1.5 million Clients. The files include Clients currently eligible for benefits and Clients no longer eligible but who were eligible during any part of the preceding five (5) years if enrolled in a DHS program or three (3) years if enrolled in a Department of Health and Senior Services (DHSS) program. The State's eligibility files include TPL sub-files or data fields. Each month's eligibility files will normally be available to the contractor on tape cartridges by the end of the following month.

Electronic program payment records are also available. This record of program payments for each month normally will be available to the contractor on tape cartridges by the end of the following month.

Additional TPL information sources available through the State include hard copy and electronic records, such as:

- Social Security Administration Form SSA-8019-U2;
- Health insurance and non-custodial parent identification Forms TPL-1;
- PAAD, ADDP, HAAAD, and other program applications;
- Division of Family Development (DFD) Family Assistance Management Information System (FAMIS);
- DFD Office of Child Support and Paternity Programs (OCSP) Automated Child Support Enforcement System (ACSES);
- Division of Youth and Family Services (DYFS) Social Information System (SIS);
- Medicaid Managed Care Organization (MCO) encounter data; and,
- TPL reported on claims.

The State has engaged a Fiscal Agent to be responsible for the development, implementation, operation and maintenance of a Medicaid Management Information System (MMIS) and associated processes and functions. The MMIS TPL Subsystem provides the following functions:

- a) storing and maintenance of Client TPL data;
- b) determination of definite or potential third party coverage of submitted Medicaid and other program claims;
- c) reporting of cost avoided monies due to TPL; and
- d) maintenance of a tracking file from which recovery efforts, reporting of those efforts and final disposition of efforts are made.

Detailed information about the various State programs is available at the following websites:

- New Jersey State's website [www.state.nj.us](http://www.state.nj.us)
- DHS website [www.state.nj.us/humanservices/index.html](http://www.state.nj.us/humanservices/index.html)
- DMAHS website [www.state.nj.us/humanservices/dmahs/index.html](http://www.state.nj.us/humanservices/dmahs/index.html)
- MMIS website [www.njmmis.com](http://www.njmmis.com)
- Department of Treasury website <http://www.state.nj.us/treasury> .

This is a reprourement of the Third Party Liability Recovery Services Department of Human Services single-vendor term contract, presently due to expire on **12/31/2007**. Bidders who are interested in the current contract specifications and pricing information may review the current contract (Enter T #1836) at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

### 1.3 KEY EVENTS

#### 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.



The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

### 1.3.2 DOCUMENT REVIEW

The State has established a document review room to provide bidders with the opportunity to review supplemental materials relevant to this procurement. The document review room has been established to allow bidders access to information that may be needed to prepare and submit accurate and comprehensive bid proposals. Such review, while recommended, is not mandatory.

The following are hard copy documents and electronic records that bidders need to review in order to prepare and submit accurate and comprehensive bid proposals:

- Social Security Administration Form SSA-8019-U2;
- Health insurance and non-custodial parent identification Forms TPL-1;
- PAAD, ADDP, HAAAD, and other program applications;
- Division of Family Development (DFD) Family Assistance Management Information System (FAMIS);
- DFD Office of Child Support and Paternity Programs (OCSPP) Automated Child Support Enforcement System (ACSES);
- Division of Youth and Family Services (DYFS) Social Information System (SIS);
- Medicaid Managed Care Organization (MCO) encounter data;
- TPL reported on claims; and
- Medicaid Management Information System (MMIS) documentation including file layouts and data dictionaries.

These documents and records are available for review at DHS offices at 5 Quakerbridge Plaza, Mercerville, New Jersey 08619 for the period from issuance of this RFP to bid opening date. Please telephone Ms. Theresa Vanderheiden at 609-588-4630 to schedule viewing of these documents.

Detailed information about the various State programs is available for review at the following websites:

- New Jersey State's website [www.state.nj.us](http://www.state.nj.us);
- DHS website [www.state.nj.us/humanservices/index.html](http://www.state.nj.us/humanservices/index.html);
- DMAHS website [www.state.nj.us/humanservices/dmahs/index.html](http://www.state.nj.us/humanservices/dmahs/index.html);
- MMIS website [www.njmmis.com](http://www.njmmis.com); and
- Department of Treasury website <http://www.state.nj.us/treasury> .

**NOTE: BIDDERS ARE PROHIBITED FROM REMOVING ANY MATERIALS FROM THE BOOKROOM. DHS WILL PROVIDE FOR THE PHOTOCOPYING OF ANY MATERIALS CONTAINED IN THE BOOKROOM OR BIDDERS MAY BRING PHOTOCOPY EQUIPMENT FOR THE PURPOSE OF COPYING MATERIALS.**

**IMPORTANT NOTE: NO QUESTIONS OR INQUIRES REGARDING THE SUBSTANCE OF THE RFP WILL BE ACCEPTED OR ANSWERED DURING THE BOOKROOM REVIEW. ALL QUESTIONS MUST BE SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1.**

### 1.3.3 OPTIONAL PRE-BID CONFERENCE

The date and time of the Optional Pre-Bid Conference is indicated on the cover sheet. The location of the Optional Pre-Bid Conference will be as follows:

Department of the Treasury-Division of Purchase and Property  
33 West State Street-9<sup>th</sup> Floor Bid Room  
Trenton, NJ 08625-0230

**Directions to the Purchase Bureau can be found on the following website:**

<http://www.state.nj.us/treasury/purchase/directions.shtml>

The purpose of the Optional Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from vendors regarding this RFP.

### 1.3.4 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

BID RECEIVING ROOM - 9TH FLOOR  
PURCHASE BUREAU  
DIVISION OF PURCHASE AND PROPERTY  
DEPARTMENT OF THE TREASURY  
33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NJ 08625-0230

**Directions to the Purchase Bureau can be found at the following web address:**

<http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries on this RFP may be directed to [RFP.procedures@treas.state.nj.us](mailto:RFP.procedures@treas.state.nj.us). The Purchase Bureau will not respond to substantive questions related to the RFP or any contract.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

### 1.4 ADDITIONAL INFORMATION

#### 1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

<http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>.

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

#### 1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

#### 1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

#### 1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., ("OPRA") and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

To assist the State's determination on a claim of confidentiality or protection under OPRA and/or the common law, a bidder must clearly identify such information and address the following points to substantiate the confidentiality claim on the information: (1) the extent to which the information is known outside the owner's business; (2) the extent to which it is known by employees and others involved with your business; (3) the extent of the measures taken by your firm to guard the secrecy of the information; (4) the value of the information to your firm and your competitors; (5) the amount of effort or money expended by your firm in developing the information; and (6) the ease or difficulty with which the information could be properly acquired or duplicated by others. Also, the bidder must commit in writing to assist the State's effort to protect the confidentiality of the documents and/or information should there be an OPRA request for disclosure or a challenge to the confidentiality of the documents/information determined to be confidential by the State. A claim for confidentiality should be separate from the bid proposal, but should accompany the bidder's submission of the bid proposal.

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

#### 1.4.5 BID OPENING

On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

#### 1.4.6 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

#### 1.4.7 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury  
Purchase Bureau, PO Box 230  
33 West State Street – 9<sup>th</sup> Floor  
Trenton, New Jersey 08625-0230  
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

#### **1.4.8 JOINT VENTURE**

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

The following definitions will be part of any contract awarded or order placed as result of this RFP.

**Addendum** – Written clarification or revision to this RFP issued by the Purchase Bureau.

**All-Inclusive Hourly Rate** – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

**Amendment** – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

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

**Contract** – This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

**Contractor** – The bidder awarded a contract resulting from this RFP. Also referred to as the Implementation Contractor.

**Director** – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** – The Division of Purchase and Property

**Evaluation Committee** – A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

**Firm Fixed Price** – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

**Joint Venture** – A business undertaking by two or more entities to share risk and responsibility for a specific project.

**May** – Denotes that which is permissible, not mandatory.

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

**Request for Proposal (RFP)** – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

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

**Should** – Denotes that which is recommended, not mandatory.

**State Contract Manager** – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Sections 8.1, 8.1.1 and 8.1.2.

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

**State** – State of New Jersey.

**Subcontractor** – An entity having an arrangement with a State contractor, where 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.

**Task** – A discrete unit of work to be performed.

**Using Agency[ies]** – The entity[ies] for which the Division has issued this RFP and will enter into a contract.

## 2.2 CONTRACT SPECIFIC DEFINITIONS

**ACES** - Automated Child Support Enforcement System

**BBA** – Balanced Budget Act of 1997, mandated by federal legislation in 1997.

**CHAMPUS** – Civilian Health and Medical Program of the Uniformed Services, a health insurance program that covers both active-duty and retired military personnel, their dependents, and survivors.

**Client** – A beneficiary or recipient of benefits from any State-administered program; an enrollee in any State-administered benefits program; also known as a “customer.”

**CMS** – Centers for Medicare and Medicaid Services, the federal agency which administers Medicare, Medicaid, and the State Children's Health Insurance Program.

**DFD** – Division of Family Development, within the New Jersey Department of Human Services.

**DHSS** - New Jersey Department of Health and Senior Services.

**DHS** - New Jersey Department of Human Services.

**DMAHS** - Division of Medical Assistance and Health Services, within the New Jersey Department of Human Services.

**DSS** - Decision Support System, a data storage and reporting system that maintains NJMMIS claims and supporting data on an Oracle database, making it available for quick and easy retrieval to end users at their workstations using various reporting applications, currently MicroStrategy, SAS Enterprise Guide, and SURS.

**Eligibility File** - Electronic file listing individuals eligible for payment of their health, medical care, or other benefits by or through the State.

**Fiscal Agent** - The contracted vendor charged with the processing and payment of associated claims. The current Fiscal Agent is the Unisys Corporation.

**Health Insurance** - Benefits or services provided for the diagnosis, cure, mitigation, treatment, or prevention of disease or other problems with the structure or function of the body, and transportation primarily for and essential to the provision of such medical care, provided pursuant to the terms of a contract issued to an individual or group health plan by a carrier or other third party within the meaning of N.J.S.A. 30:4D-3m.

**HIPAA** - Health Insurance Portability and Accountability Act of 1996, signed into law on August 21, 1996. HIPAA requires that all protected patient information be safeguarded in specific ways to prevent accidental or purposeful disclosure, loss or misuse.

**ICF/MR** – Intermediate Care Facility for the Mentally Retarded benefit is an optional Medicaid benefit. The Social Security Act created this benefit to fund institutions for people with mental retardation, and specifies that these institutions must provide "active treatment," as defined by CMS.

**Lockbox** - A remote secure location, such as a post office box, where payors send payments instead of to corporate headquarters, and where a local financial institution receives those payments and transfers to a State account. A system used to speed up the cash collection cycle.

**Medicaid MCO** - Medicaid Managed Care Organization, an entity that has, or is seeking to qualify for, a comprehensive risk contract and that is:

1. A federally qualified HMO that meets the advance directives requirements of 42 CFR §§ 489 subpart I; or
2. Any public or private entity that meets the advance directives requirements of 42 CFR §§ 489 subpart I and is determined to also meet the following conditions:
  - a) Makes the services it provides to its Medicaid enrollees as accessible (in terms of timeliness, amount, duration, and scope) as those services are to other Medicaid recipients within the area served by the entity; and
  - b) Meets the solvency standards of 42 CFR §§ 438.116.

**Medicaid** - State-administered, federally and State-funded medical assistance program as authorized in Title XIX of the Social Security Act.

**Medicaid Management Information System (MMIS)** - Medicaid Management Information System, the 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 Fiscal Agent (Unisys Corporation).

**N.J.A.C.** - New Jersey Administrative Code, providing regulations covering the implementation of statutes or programs.

**SDW** - Shared Data Warehouse, a complete archive of Client eligibility and claims data using a single system from which to access information across many programs.

**TPL** - Third Party Liability –payment for health, medical care, and other benefits received from or through the State which is or may be the responsibility of another entity as defined in subsection m. of section 3 of P.L.1968, c.413 (C.30:4D-3) (e.g., an insurer, non-custodial parent, or tort-feasor), rather than the State.



**Trauma Mailer Project** – In accordance with 42 CFR §§ 433.138(e), the State generates and mails questionnaires to beneficiaries whose claims with traumatic diagnoses exceed \$500 in any calendar quarter. The contractor receives returned questionnaires, submits claims to identified attorneys or liable third parties, negotiate settlements, and track recovered payments

## **3.0 SCOPE OF WORK**

### **3.1 DUTIES AND OBLIGATIONS -DMAHS**

#### **3.1.1 DATA DICTIONARIES**

DMAHS shall provide the contractor with documentation detailing the current file layouts for all electronic files to be accessed by the contractor in performance of this contract.

### **3.1 DUTIES AND OBLIGATIONS OF CONTRACTOR - GENERAL**

#### **3.2.1 PROJECT LAUNCH MEETING**

The contractor shall meet with the State Contract Manager and representatives from DHS to outline a schedule for completion of the requirements of this contract. This meeting shall be held at a time and location determined by the State Contract Manager.

##### **3.2.1.1 APPROACH TO SERVICES REPORT (WORK PLAN)**

The contractor shall prepare and submit an approach to services report (Work Plan) within fifteen (15) business days following the project launch meeting. This Work Plan shall include, at a minimum:

- contractor's approach to performing the scope of work by task and deliverable;
- sequence of tasks to be performed including identifying which tasks can be performed concurrently;
- methods to be used in managing the project; and
- anticipated time for each task to be completed.

The State Contract Manager will review the Work Plan and return it to the contractor for modification. The contractor shall submit a revised Work Plan within five (5) business days of any disapproval or need for modification.

After approval of the Work Plan, the contractor shall perform the work of this contract in accordance with the approved Work Plan. Any variations in the Work Plan shall be discussed with the State Contract Manager, shall be submitted in writing as a modification to the Work Plan and shall require the approval of the State Contract Manager.

The Work Plan developed by the contractor shall include a schedule with milestones and times for the completion of work and deliverables. All deliverables and reports shall require the approval of the State Contract Manager.

### **3.3 DATA INTERFACE WITH DHS**

#### **3.3.1 LICENSE TO ACCESS SHARED DATA WAREHOUSE**

The contractor shall obtain and pay for all licenses necessary to gain access to the Shared Data Warehouse (SDW) of aggregated DHS program files.

### 3.3.2 ACCOUNTS RECEIVABLE SYSTEM

The contractor shall establish a secure, internet-based accounts receivable system, capable of daily/weekly updates for performing claims adjustments to the MMIS in a format to be developed in conjunction with the Fiscal Agent and approved by the State Contract Manager.

The contractor shall provide simultaneous, on-line access for up to six (6) State staff identified by the State Contract Manager.

### 3.3.3 COMPUTER SUPPORT

The contractor shall ensure that it possesses the capability to provide computer programming that may be necessary to establish and maintain the data connection and interface with DHS.

### 3.3.4 CONTRACTOR COMPUTER REQUIREMENTS

The contractor shall provide its own computers and software that shall be capable of running Internet Explorer 6.0 or higher and are consistent with DHS personal computer standards. These standards can be found within the document, "*Distributed Information Technology Architecture 2006 – 2007*" that is available for review at the following url: <http://home.dhs.state.nj.us/> under the heading "*Design and Architecture*."

### 3.3.5 DATA SECURITY

The contractor shall purchase, maintain and configure an on-site firewall and work with DHS network staff to establish appropriate firewall rule sets. The contractor shall provide a written data security plan for approval by the State Contract Manager within 30 days of the Contract Award Date.

### 3.3.6 DISASTER RECOVERY

The contractor shall develop a Disaster Recovery Plan for restoring software, master files and hardware backup if information systems are disabled so that services are not disrupted. The Disaster Recovery Plan shall be documented for approval by the State Contract Manager and tested within four (4) weeks of the Contract Effective Date.

## 3.4 RECORDS AND DOCUMENTATION

The contractor shall maintain an audit trail within its case files for each Client and claim. Copies of any contract-related documents in microform or digital image capture technology may be substituted for the originals with the prior written approval by the State Contract Manager.

### 3.4.1 QUALITY ASSURANCE

The contractor shall establish a quality assurance program to monitor its performance in identifying and verifying the existence of health insurance which has not been disclosed, identified, or utilized by Clients and all subsequent recovery of payments from eligible third parties. This program shall demonstrate the accuracy and timeliness of the contractor in completing the required tasks and procedures as specified in this contract. The contractor shall submit a written plan detailing the quality assurance program to the State Contract Manager and provide written status reports on quality assurance upon request by the State Contract Manager.

### 3.4.2 TOLL-FREE TELEPHONE LINE

The contractor shall provide and maintain a toll-free telephone line for inquiries from Clients, providers, attorneys, and other interested parties regarding identifications, verifications and recoveries that are the subject of this contract. Contractor staff must be available to answer Client telephone calls from, minimally, 8:00 a.m. to 5:00 p.m. (business hours) Eastern Time each business day. Once established, the State shall control all rights to this toll-free number.

The toll-free telephone line shall be compatible with TDD (Telephone Device for the Deaf) or TTY (Teletypewriter) telecommunications devices for the hearing and speech impaired.

The toll-free telephone line shall have voice messaging as a back up during hours of operation and for recording calls received in non-working hours. Calls received via voice messaging during business hours must be returned within one (1) business day of the time the message was recorded. Calls received outside of business hours must be returned the next business day. The contractor shall enter a record of any call not answered into a log along with the reason and submit the log to the State Contract Manager on a monthly basis.

#### 3.4.2.1 ALTERNATIVE LANGUAGES AND FORMATS

The contractor shall provide information to Client callers in both English and Spanish at all times. For callers requiring communication in another language, the contractor shall provide access to a translation service that accommodates languages spoken by New Jersey residents as needed.

The contractor shall provide all available written materials to Clients in alternative formats that adequately address participant needs, such as having materials available in large print and the availability of TDD or TTY telecommunications devices for the hearing and speech impaired.

### 3.4.3 HIPAA AND BBA COMPLIANCE

The contractor shall, at all times, in performance of this contract, ensure that it maintains compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Balanced Budget Act (BBA) of 1997 governing the protection of patient information. See federal regulations, 45 C.F.R. §§ Part 160, 162, and 164, or the Centers for Medicare and Medicaid Services (CMS) website at: [www.cms.hhs.gov/home/regsguidance.asp](http://www.cms.hhs.gov/home/regsguidance.asp) for HIPAA requirements and additional information.

Such regulatory compliance shall include the erasure and deletion of all personal, confidential information that may be contained on all personal computers and their drives prior to disposal, or any other disposition that may be required, of such informational technology equipment as per requirements set forth by the US Department of Defense (DoD) 5220.22-M Standard.

See [www.cms.hhs.gov/EducationMaterials/04\\_SecurityMaterials.asp](http://www.cms.hhs.gov/EducationMaterials/04_SecurityMaterials.asp) for additional information.

The contractor shall submit an original signed copy of the HIPAA Business Associate Memorandum of Understanding to the State Contract Manager upon contract award.

A sample HIPAA Business Associate Memorandum of Understanding is provided as **Attachment 2** located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>.

### 3.5 IDENTIFICATION AND VERIFICATION OF TPL INFORMATION

The contractor shall identify and verify the existence of health insurance which has not been disclosed, identified, or utilized by Clients or otherwise eligible Clients, whether or not a recovery is made. The contractor shall access the sources listed below in this section, including Employee Retirement Income Security Act of 1974 (ERISA) plans, for TPL identification which must, where applicable, include that of non-case parent/spouse coverage.

Every Client, or otherwise eligible Client, identified in the eligibility files covered by this contract as well as the appropriate related non-case Client(s) (e.g., spouses, non-custodial parents) shall be included for the purpose of matching files with, at minimum:

- a) commercial health insurance carriers;
- b) Horizon Blue Cross and Blue Shield of New Jersey, Inc.;
- c) Blue Cross and Blue Shield plans in other states;
- d) union health and welfare plans;
- e) CHAMPUS;
- f) Medicare Part A eligibility and adjudicated claim file records for dual Medicare/State program eligibles, including Clients in long term care facilities, State psychiatric hospitals, county psychiatric hospitals, and ICFs/MR;
- g) Medicare Part B eligibility and adjudicated claim file records for dual Medicare/State program eligibles, including Clients in long term care facilities, State psychiatric hospitals, county psychiatric hospitals, and ICFs/MR;
- h) Medicare Part C eligibility and adjudicated claim file records for dual Medicare/State program eligibles, including Clients in long term care facilities, State psychiatric hospitals, county psychiatric hospitals, and ICFs/MR;
- i) Medicare Part D eligibility and adjudicated claim file records for dual Medicare/State program eligibles, including Clients in long term care facilities, State psychiatric hospitals, county psychiatric hospitals, and ICFs/MR;
- j) payment records for Clients, for situations where both a third party (e.g., Medicare or commercial insurance) and the State may have made duplicate or excessive payments (i.e., where the total payments may exceed the third party's or Medicaid's payment limit) to a provider for the same service(s) including those that are correctly or incorrectly paid;
- k) payment records for Clients, for situations where the State may have made duplicate or excessive payments (where the total payments may exceed Medicaid's payment limit) to a provider for the same service(s), including those that are correctly or incorrectly paid;
- l) tort/trauma cases including, but not limited to:
  - records maintained for New Jersey Superior Court and Federal District Court cases;
  - Workers' Compensation records;
  - Division of Motor Vehicles records;
  - other eligibility and claims records;
- m) supplementation of the State TPL identifications through independent data mining of the State's and/or MCOs' paid claims files;
- n) provider billing records through on-site audits, for example, where the provider has indicated the unavailability of TPL benefits or there is indication of duplicate or excessive State payment for service;
- o) provider medical records through on-site audits, for example, where the provider has indicated the unavailability of TPL benefits due to reasons of medical necessity;

- p) dual Medicare/State program eligibles using automated beneficiary data exchange (BENDEX) Medicare Enrollment Database (EDB), or equivalent records;
- q) program application or TPL information forms;
- r) ADDP application forms and eligibility files, with special consideration of beneficiaries' confidentiality;
- s) program eligibility files;
- t) New Jersey Department of Labor and Workforce Development records;
- u) credit bureau matches and look-ups; and
- v) estate liability when authorized by the State.

### **3.5.1 SCOPE OF IDENTIFICATION AND VERIFICATIONS FOR COST AVOIDANCE AND RECOVERIES**

The contractor shall be responsible for reviewing Client health insurance information that includes:

- a) insured Clients;
- b) dependents of insured Clients;
- c) dependents of insured non-Clients (e.g., non-case parents or spouses);
- d) potential employment-related health insurance that has not been obtained on behalf of the Client; and
- e) potential court-ordered health insurance that has not been obtained on behalf of the Client.

Upon review of Client health insurance information, the contractor shall identify Clients with concurrent program eligibility and claims where providers have credit balances and other overpayments, including overpayments resulting from the submission of claims for services purportedly rendered after Clients' dates of death.

The contractor shall not duplicate, but may supplement, the State's identifications which result in potential recovery, including the TPL activities of the State's Compliance Audit Contractor, Fiscal Agent, Bureau of Administrative Action and Recoveries, and previous TPL Recovery Contractor(s), so that the contractor shall not duplicate a previous billing to a third party, unless specifically directed to do so. Information from the State's records will be made available to the contractor for this purpose. Likewise, information from the contractor's records will be made available to the State for this purpose.

The contractor shall report the findings of its identification and verification efforts to the State Contract Manager in a series of reports detailed in the following sections.

### **3.5.2 ABUSIVE BILLING, SUSPICION OF ABUSIVE BILLING, OR RECORDS UNABLE TO BE AUDITED**

Immediately upon the suspicion or recognition of provider, insurer, or Client abusive billing, major accounting system deficiencies or material misstatements of accounts, as well as upon discovery of, the contractor shall contact the State Contract Manager. No further work shall be performed by the contractor relating to these items unless instructed by the State Contract Manager. The contractor may be required to provide a written report to the State Contract Manager detailing the nature of the findings in these situations.

If the contractor determines at any time during an identification, verification or recovery that provider, insurer or Client records are not auditable or lack documentation, the contractor must notify the State Contract Manager immediately. The contractor shall provide a follow-up letter that details the reasons why the records are not auditable or lack documentation. No further work shall be performed by the contractor relating to these items until the contractor is instructed to do so by the State Contract Manager.

### 3.5.3 ADDITIONAL SOURCES OF IDENTIFICATION AND VERIFICATION OF TPL INFORMATION

New sources and/or new methods of identifying and verifying TPL information may be suggested by the contractor. The contractor shall present its new funding source and/or method to the State Contract Manager for approval. If approved, the contractor shall enter into a contract amendment in accordance with [Section 5.4](#) of this contract and the amendment shall detail any changes in payment to the contractor when investigating a new source of funding or using a new investigation method.

### 3.6 RECOVERY

The contractor shall perform payment recovery from all liable third parties specified in this contract, including health insurers with which the State and the contractor have matching agreements, and those with which the State or the contractor may secure agreements. These agreements include HIPAA-covered billing agreements required by the Balance Budget Act of 1997 and agreements cited in the language of annual New Jersey Appropriations Acts, e.g. P.L.2003, c.123.

For those Clients that have been identified to be concurrently eligible to receive benefits from more than one State administered program, recovery actions shall be initiated from the liable program on behalf of the program which is the payor of last resort at the direction of the State Contract Manager.

It is to be understood that where legal representation or advice is needed in regard to any case, the contractor shall notify the State Contract Manager, in writing, so that the matter may be referred to the Division of Law in the New Jersey Department of Law and Public Safety.

#### 3.6.1 RECOVERIES BASED UPON ADDITIONAL SOURCES OF IDENTIFICATION AND VERIFICATION OF TPL INFORMATION

The contractor shall only proceed with recoveries from additional sources of funds or using new methods after approval of a contract modification as noted in [Section 3.5.3](#).

#### 3.6.2 INITIATION OF RECOVERIES

The contractor shall meet the federal requirement of initiating recovery within sixty (60) days after the end of the month it learns of the existence of TPL in accordance with 42 C.F.R. 433.139 (d). If TPL was known at the time payment was made, recovery must be initiated within sixty (60) days after the end of the month in which payment was made. Contractors should anticipate a zero dollar (\$0.00) billing threshold as the State bills all claims to TPL, no matter how low the amount. This requirement may be relaxed for certain projects by, and at the discretion of, the State Contract Manager in accordance with 42 C.F.R. 433.139(f).

#### 3.6.3 RECOVERY FOLLOW-UP

The contractor shall make available to third parties, any information available to the contractor that is needed by the third party to complete the recovery process. The recovery process of each project shall not be concluded until a response has been received for every claim submitted or an explanation, acceptable to the State Contract Manager, offered as to why a response has not been received.

### 3.6.4 PROOF OF RECOVERY

The contractor shall ensure that for every claim submitted to a third party, the contractor can certify that a payment has been received, that a response from the third party denying that it is responsible for payment has been received, or that adequate follow-up billing has occurred when no response has been received from the third party. The contractor must demonstrate that correct payment is made in accordance with the liability of the third party and that payment can be reconciled to the billing.

### 3.6.5 HANDLING OF RECOVERY RECEIPTS

The contractor shall request that all recoveries from insurers are to be by check made payable to "Treasurer, State of New Jersey," and mailed directly to a General Treasury lockbox account designated by the State Treasurer or electronically transferred to the same account. For each recovery the contractor must provide a comprehensive audit trail supporting the billing to the third party by maintaining an adequate accounts receivable system as described in [Section 3.3.1](#).

The State Contract Manager shall provide the contractor with a list of which banking institutions are acceptable for creation of the lockbox account. The contractor shall work with the State Contract Manager to develop the lockbox account. The contractor shall provide oversight and payment for the lockbox service to be established for TPL recoveries made by the contractor.

### 3.6.6 RESTITUTION OF INCORRECT OR DISALLOWED RECOVERIES

The contractor shall make restitution to the State of any fees paid to the contractor for TPL recoveries subsequently determined to be incorrect or disallowed.

### 3.6.7 INCOMPLETE RECOVERIES

After one hundred eighty (180) days from the date a claim has been submitted for payment to the State by the provider of service, the contractor shall submit an electronic report to the State Contract Manager identifying the status and follow-up activities for all cases for which recovery action has been initiated but not resolved, including cases for which payment has been identified as erroneously being made to the insured or to the provider of health care or to any other entity.

The fees for recoveries made after one hundred eighty (180) days from the date a claim has been submitted to the State for payment, whether made by the contractor or by the State, shall not be paid to the contractor unless the State Contract Manager authorizes such payment based on the level of effort expended by the contractor.

### 3.6.8 RECOVERY OF STATE-IDENTIFIED TORT, ESTATE, INCORRECT PAYMENT, AND TRAUMA LIABILITY

The contractor shall perform payment recovery for instances where the State has identified potential TPL but has not initiated a recovery, such as cases where:

- a) tort liability is identified by the State after payments have been made, and the State in its discretion has referred the tort case(s) to the contractor for recovery; and
- b) estate liability is identified by the State, and the State in its discretion has referred the probate case(s) to the contractor for recovery.



- c) the County Boards of Social Services (CBOSSs) have referred cases when benefits have been incorrectly paid to or on behalf of Clients and/or related parties due to ineligibility;
- d) the State has received Client responses to its quarterly "Trauma Mailer" Project identifying more than \$500 in claims with traumatic diagnoses.

### 3.6.9 RECOVERY OF CONTRACTOR-IDENTIFIED TORT AND ESTATE LIABILITY

The contractor shall perform payment recovery for instances where it identifies Clients whose program payments are related to tort and estate liability not found by the State. The contractor shall have staff available to respond to telephone and other requests relating to cases and eligibility, as described in [Section 3.4.2](#) of the contract. The contractor shall ensure that an audit trail is maintained within its case files. This audit trail shall include all materials used for each claim including, but not limited to, Client profiles and payment records.

### 3.7 DISPUTE RESOLUTION

The contractor must research and resolve all disputes that arise regarding the accuracy of its coverage identification, with convincing documentation, such as a certificate of creditable coverage, if necessary.

"Gross error" in the identification of TPL insurer would be, for example, Aetna instead of Blue Cross; in the identification of policyholder, self instead of non-custodial parent; in the identification of dates, greater than 62 days earlier or later; in the identification of scope of coverage, pharmacy instead of dental. "Omission" would be, for example, the absence from a report, information critical to the identification of TPL coverage or the failure to report TPL coverage timely, as identified in Section 3.8.

To avoid possible disputes, except for programs where benefits are limited (e.g., PAAD) and do not have associated medical coverage, the State will not allow policies with other scopes of coverage (e.g., pharmacy or dental) to be added to the TPL Resource File without a corresponding open medical coverage policy.

### 3.8 REPORTS

#### 3.8.1 TPL IDENTIFICATION REPORTS

The contractor shall develop and provide a weekly electronic report of verified TPL identifications made during the preceding week in a format and on a schedule to be determined by the State Contract Manager. The report shall contain separate sections of TPL information for each Client for whom during the preceding week:

- a) previously unknown TPL was discovered;
- b) previously unknown TPL was discovered to be terminated;
- c) previously known TPL was discovered to be terminated; and
- d) previously known TPL was not discovered to be terminated (i.e., verified as still in effect).

The reports shall include, but not be limited to, the following information for each Client, which shall be compatible with data fields in the State's electronic TPL records:

- a) Client's full name and original and current ID number;
- b) policy holder's name, Social Security number, and relationship to the Client;

- c) names, addresses, and insurer codes of all third parties that are the sources of coverage;
- d) group and policy numbers of all insureds;
- e) names, addresses, and employer codes of all employers or unions that are the sources of coverage, if available;
- f) scopes of coverage (e.g., hospital, major medical, pharmacy);
- g) beginning and termination dates, including prospective termination dates, for each coverage; and
- h) comparison of newly discovered to previously identified TPL.

The file layout of a sample report is provided as **Attachment 3** located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>.

### 3.8.2 NON-CUSTODIAL PARENT/MEDICAID CLIENT REPORTS

The contractor shall develop an electronic report, containing only coverage where the policy holder is a non-custodial parent, of TPL identifications made during the preceding period in a format and on a schedule to be determined by the State Contract Manager.

The contractor shall ensure that the report is compatible for linking new case information, including non-custodial parent information in DFD's ACSES file to case information in the Medicaid Eligibility File in the "Medicaid Wage Report" format.

This linkage is needed by the contractor to identify or effect recoveries from non-custodial parent coverage and also is to be provided to the State for internal use.

Additionally, the contractor separately shall identify TPL for cases provided from the ACSES file.

The electronic report of non-custodial parent coverage shall be in a format to be developed in conjunction with DFD and approved by the State Contract Manager.

### 3.8.3 DISENROLLMENT REPORTS

The contractor shall provide, in the format provided as **Attachment 3**, a monthly electronic report of the State's MCO enrollees whose TPL identifications made during the preceding period disqualifies them for enrollment in an MCO and/or enrollment in certain of the State's NJ FamilyCare plans. Procedures and historical details for this activity are included as **Attachments 4, 5, and 6**, located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>.

### 3.8.4 PAYMENT OF PREMIUMS REPORTS

The contractor shall submit to the State Contract Manager, on a monthly basis, electronic reports of cases where the payment of health insurance premiums by the State would be cost-effective based on:

- a) most costly diagnosis codes;
- b) most costly cases;
- c) all cost-effective cases; and
- d) other cost-effectiveness criteria established by the contractor or the State Contract Manager.

### 3.8.5 MONTHLY DUAL PROGRAM ELIGIBILITY REPORTS

The contractor shall develop a monthly report of instances where individuals have been identified to be concurrently eligible to receive benefits from more than one State-administered program.

### 3.8.6 RECOVERY REPORTS

The contractor shall submit to the State Contract Manager electronic reports, at a claim detail level, of TPL recovery efforts completed during preceding periods (specified in Section 3.3.2) on a schedule to be determined by the State Contract Manager.

The electronic report shall be in the format required by the Fiscal Agent to enable the information to be accreted to the Fiscal Agent's paid claims file for the purpose of adjusting claims according to methodology established for the TPL Subsystem. Additionally, the Contractor separately must identify TPL recoveries for cases provided from the ACSES file. The reports shall include the following information, which shall be compatible with data fields provided in the Fiscal Agent's claims processing system provided as **Attachment 7** located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>:

- a) claim Internal Control Number (ICN);
- b) TPL amount recovered;
- c) insurer code;
- d) employer code, if available;
- e) reason code; and
- f) Client's original and current ID number.

The contractor shall submit to the State Contract Manager, in a format to be determined after contract award, electronic, aged cumulative monthly summary reports of recovery efforts by type, attempted or completed during the current State Fiscal Year (SFY), and the current Calendar Year (CY), by SFY or CY by dates of service and contractor TPL billing cycle.

### 3.8.7 PREVIOUSLY IDENTIFIED TPL REPORTS

The contractor shall submit to the State Contract Manager, on a monthly basis, electronic reports, of previously identified TPL that have not been uploaded to the State's electronic TPL records. The report shall include narrative on the reasons why the information has not been uploaded to the State's TPL records.

## **4.0 BID PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

### **4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

### **4.3 NUMBER OF BID PROPOSAL COPIES**

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **seven (7) full, complete and exact copies and one (1) unbound, complete and exact copy** of the original. The copies requested are necessary in the evaluation of the bid proposal.

In addition, the bidder should submit **one (1) full, complete, and exact ELECTRONIC copy** of the original proposal in PDF file format to be viewable and "read only" by State evaluators using Adobe Acrobat Reader software on compact disc (CD). The bidder should also submit **one (1) full, complete, and exact ELECTRONIC copy** of the original proposal in an **editable** and "**writable**" PDF file format on CD for redaction.

A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

### **4.4 BID PROPOSAL CONTENT**

The bid proposal should be submitted in one volume and that volume divided into four (4) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section 1 - Forms (Section 4.4.1 - 4.4.3.)
- Section 2 - Technical Proposal (Section 4.4.4)
- Section 3 - Organizational Support and Experience (Section 4.4.5)
- Section 4 - Cost Proposal (Section 4.4.6)

## 4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

### 4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

### 4.4.1.2 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>.

### 4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>.

### 4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders shall complete the attached Notice of Intent to Subcontract Form <http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml> to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>.

### 4.4.1.5 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml> must be completed and submitted with the bid proposal.

## 4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

### 4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to [www.nj.gov/nibgs](http://www.nj.gov/nibgs) to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>.

### 4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

This is a contract with set aside subcontracting goals for Small Businesses. All bidders must include in their bid proposal a completed and signed **Notice of Intent to Subcontract** form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>. Bidders intending to utilize subcontractors must also include a completed and signed Subcontractor Utilization Plan form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>. Failure to submit the required forms shall result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact the New Jersey Commerce, Economic Growth and Tourism Commission at (609) 292-2146.

## 4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

### 4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>.

### 4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>.

#### 4.4.3.3 SERVICES SOURCE DISCLOSURE FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form. The Services Source Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>. Refer to section 7.1.2 of this RFP.

#### 4.4.4 TECHNICAL PROPOSAL

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

The bid proposal should be submitted in one (1) volume and that volume divided into four (4) sections with tabs (separators). **Further, the bid proposal should be limited to 25 pages or fewer at no smaller than 12 point type. Forms (Section 1), Disaster Recovery Plan (Section 3.3.5), Organizational Support and Experience (Section 3) and Price Schedule (Section 4) are not included in the 25 page limit.** The content of the material should be located behind each tab, as follows:

- Section 1 - Forms (Section 4.4.1 - 4.4.3.)
- Section 2 - Technical Proposal (Section 4.4.4)
- Section 3 - Organizational Support and Experience (Section 4.4.5)
- Section 4 – Price Schedule (Section 4.4.6)

#### 4.4.4.1 MANAGEMENT OVERVIEW

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

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

#### 4.4.4.2 CONTRACT MANAGEMENT

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

#### 4.4.4.3 CONTRACT SCHEDULE

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the



associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the bidder.

#### 4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement.

#### 4.4.4.5 POTENTIAL PROBLEMS

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

#### 4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE

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

##### 4.4.5.1 LOCATION

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

##### 4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

##### 4.4.5.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes shall be structured in accordance with **Attachment 8** (located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>) to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.



#### 4.4.5.4 BACKUP STAFF

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

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

#### 4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)

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

#### 4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

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

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

If the information is not supplied with the bid 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. Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Bid Proposal.

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

#### 4.4.5.8 SUBCONTRACTOR(S)

**All bidders** must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce, Economic Growth & Tourism Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross revenue categories: Category I – \$1 to \$500,000; Category II - \$500,001 to \$5,000,000; Category III - \$5,000,001 to \$12,000,000.

Should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.

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

The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

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

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

#### 4.4.6 PRICE SCHEDULE

The bidder must submit its pricing using the format set forth in the State supplied price sheets attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

A bidder must complete and submit one or both of the two (2) distinct Price Schedules within its bid submission. Price Schedule 1 should be completed if the bidder desires to perform all functions required within the RFP. Bidders who complete Price Schedule 1 shall also complete Price Schedule 2 in the event the State determines to award multiple contracts. It is anticipated that a comprehensive proposal for all functions will offer a cost savings above that of Price Schedule 2 for individual functions.

Bidders desiring to compete for only select groups of bid items should complete those respective lines in Price Schedule 2 only.

Bidders shall price each type of TPL identification in the Price Schedules as a Fully Loaded Firm Fixed Price per Unit as a percentage (%) of the estimated recovery of MCO capitation fees as identified in the annualized MCO capitation rate cell, by Program Status Code (PSC) for the medical expense components covered under, for each identified Scope of Coverage. Currently the medical expense components of the rate cells are: Inpatient Hospital, Emergency, Outpatient Facility, Primary Care, Specialist Services, Pharmacy, Supplies, Home Care, Lab & X-Ray, Transportation, Dental and Other Practitioner/Other Services.

The State's Fiscal Year 2008 capitation rate cell is provided as **Attachment 9** located on the Advertised Solicitation, Current Bid Opportunities webpage:  
<http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>.

Bidders shall price each type of recovery in the Price Schedules as Fully Loaded Firm Fixed Price per Unit as a percentage (%) of estimated cash recoveries of paid claims.

Bidders should also provide a budget with staff titles and All-Inclusive Hourly Rates for each staff title that tie into the total budget proposed whether it completes Price Schedule 1, Price Schedule 2 or both.

Bidders should note that the estimated quantities provided in Price Schedule 1 and Price Schedule 2 are not guarantees.

## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 05 09 06, and any Addendum to this RFP, the Addendum shall govern.

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

### **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of **three (3)** years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for **two (2)** additional periods of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

### **5.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **ninety (90)** days beyond the expiration date of the contract.

### **5.4 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

### **5.5 CONTRACTOR RESPONSIBILITIES**

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

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

#### **5.6 SUBSTITUTION OF STAFF**

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

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

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

#### **5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)**

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

#### **5.8 OWNERSHIP OF MATERIAL**

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

analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

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

#### **5.9 DATA CONFIDENTIALITY**

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

#### **5.10 NEWS RELEASES**

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

#### **5.11 ADVERTISING**

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

#### **5.12 LICENSES AND PERMITS**

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

## 5.13 CLAIMS AND REMEDIES

### 5.13.1 CLAIMS

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

### 5.13.2 REMEDIES

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

### 5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

In situations where it is found that there is gross error or omission in the contractor's identification of TPL insurer, policyholder, effective date, termination date, or scope of coverage, the fee for the identification will be disallowed to the contractor and the State Contract Manager shall file a complaint with the Division's Contract Compliance and Auditing unit.

### 5.14 LATE DELIVERY

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain.

### 5.15 RETAINAGE

Not applicable to this procurement.

### 5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

### 5.17 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the

stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

#### 5.18 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

#### 5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

#### 5.20 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

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

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).



No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

#### 5.21 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

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

##### 5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

Not applicable to this procurement.

#### 5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 05 09 06

NJ Standard Terms and Conditions version 05 09 06 are located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>.

##### 5.22.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 05 09 06 is deleted and replaced with the following:

#### **2.1 Patent and Copyright Indemnity**

a. The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.

b. The State of New Jersey agrees: (1) to promptly notify the Contractor in writing of such claim or suit; (2) that the Contractor shall have control of the defense of settlement of such claim or suit;

and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the State are consistent.

c. In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

### **5.22.2 INDEMNIFICATION**

Section 2.2 of the NJ Standard Terms and Conditions version 05 09 06, is deleted and replaced with the following:

#### **2.2 Indemnification**

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 100 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;
2. The contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 05 09 06.

The contractor shall not be liable for special, consequential, or incidental damages.

### **5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE**

Section 2.3 of the NJ Standard Terms and Conditions version 05 09 06 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d) Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

### **5.22.4 INSURANCE – CRIMINAL INSURANCE**

This section supplements Section 3.3b of the Standard Terms and Conditions of the RFP.

A Commercial Crime Insurance Policy covering employee dishonesty with a recovered funds or confidential information is required. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State.

The contractor must provide the Commercial Crime Insurance Policy within thirty (30) days of the effective date of the contract award. The Commercial Crime Insurance Policy must remain in full force and effect for the term of the contract and any extension thereof. Within thirty (30) days of the anniversary of the contract effective date, the contractor shall provide proof to the Director that the Commercial Crime Insurance Policy in the required amount is in effect. Failure to provide such proof may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

## **6.0 PROPOSAL EVALUATION**

### **6.1 PROPOSAL EVALUATION COMMITTEE**

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

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

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

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

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal.

The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

### **6.3 EVALUATION CRITERIA**

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

#### **6.3.1 TECHNICAL EVALUATION CRITERIA**

- A) The bidder's general approach and plans in meeting the requirements of this RFP.
- B) The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C) The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D) The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.

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

### **6.3.2 BIDDER'S PRICE SCHEDULE**

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Sheet(s) attached to this Solicitation

### **6.3.3 BID DISCREPANCIES**

In evaluating bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

### **6.3.4 EVALUATION OF THE BID PROPOSALS**

The Evaluation Committee will complete its evaluation and recommend to the Director for award the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process.

### **6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)**

Following the opening of bid proposals, the State shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

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

## **7.0 CONTRACT AWARD**

### **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

#### **7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)**

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 (the "Legislation"), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

##### **7.1.1.1 DEFINITIONS**

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

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

##### **7.1.1.2 BREACH OF TERMS OF THE LEGISLATION**

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

### 7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

### 7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

### 7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).



## 7.1.2 SOURCE DISCLOSURE REQUIREMENTS

### 7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

### 7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

### 7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 05 09 06 of the RFP, unless previously approved by the Director and the Treasurer.

## 7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

## 7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

## 7.4 PERFORMANCE BOND

Not applicable to this procurement.

## **8.0 CONTRACT ADMINISTRATION**

### **8.1 CONTRACT MANAGER**

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

#### **8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

#### **8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER**

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

# PRICE SCHEDULE 1 FOR SINGLE CONTRACT AWARD

**Bid Number 08-X-39646**

Refer to *RFP Section 3.0 (Scope of Work)* for task requirements and deliverables & *RFP Section 2.2* for definitions of "All Inclusive Hourly Rate" and "Firm Fixed Price."

The State's Fiscal Year 2008 capitation rate cell is provided as **Attachment 9** located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>.

## Price Schedule 1 -Identifications Group A

Bid Item	Task/Deliverable	Unit	Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Annualized Medical Expense Component of the MCO Capitation Rate Cell  (A)	Estimated Quantity  (B)	Total *  (A) x (B)
1	Identifications - Commercial Health Carriers (Section 3.5 a)	%		\$15,000,000	
2	Identifications – Horizon Blue Cross Blue Shield of New Jersey (Section 3.5 b)	%		\$10,000,000	
3	Identifications - Blue Cross Blue Shield plans of other states (Section 3.5 c)	%		\$500,000	
4	Identifications - Union Health and Welfare Plans (Section 3.5 d)	%		\$100,000	
5	Identifications – CHAMPUS (Section 3.5 e)	%		\$500,000	
<b>Total Bid Price –Group A</b>					

### Group B

Bid Item	Task/Deliverable	Unit	Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Annualized Medical Expense Component of the MCO Capitation Rate Cell  (A)	Estimated Quantity  (B)	Total *  (A) x (B)
<b>6</b>	Identifications – Medicare Part A (including buy-in) (Section 3.5 f)	%		\$5,000,000	
<b>7</b>	Identifications – Medicare Part B (including buy-in) (Section 3.5 g)	%		\$1,000,000	
<b>8</b>	Identifications – Medicare Part C (including buy-in) (Section 3.5 h)	%		\$500,000	
<b>9</b>	Identifications – Medicare Part D (Section 3.5 i)	%		\$100,000	
<b>Total Bid Price –Group B</b>					

### Group C

Bid Item	Task/Deliverable	Unit	Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Annualized Medical Expense Component of the MCO Capitation Rate Cell  (A)	Estimated Quantity  (B)	Total *  (A) x (B)
<b>10</b>	Identifications – Duplicative or Excessive Claims Payments (Section 3.5 j)	%		\$100,000	
<b>11</b>	Identifications – Duplicative or Excessive State Payments (Section 3.5 k)	%		\$100,000	
<b>Total Bid Price –Group C</b>					

**Group D**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Annualized Medical Expense Component of the MCO Capitation Rate Cell</b>	<b>Estimated Quantity</b>	<b>Total *</b>
			<b>(A)</b>	<b>(B)</b>	<b>(A) x (B)</b>
<b>12</b>	Identifications – Tort/Trauma Cases: Other Records (Section 3.5 l)	%		\$100,000	
<b>13</b>	Identifications – Tort/Trauma Cases: Claims Records (Section 3.5 m)	%		\$100,000	
<b>Total Bid Price –Group D</b>					

**Group E**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Annualized Medical Expense Component of the MCO Capitation Rate Cell</b>	<b>Estimated Quantity</b>	<b>Total *</b>
			<b>(A)</b>	<b>(B)</b>	<b>(A) x (B)</b>
<b>14</b>	Identifications – Onsite Audits of Provider Financial Records (Section 3.5 n)	%		\$100,000	
<b>15</b>	Identifications – Onsite Audits of Provider Financial Records (Section 3.5 o)	%		\$100,000	
<b>Total Bid Price –Group E</b>					

**Group F**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Annualized Medical Expense Component of the MCO Capitation Rate Cell</b>	<b>Estimated Quantity</b>	<b>Total *</b>
			<b>(A)</b>	<b>(B)</b>	<b>(A) x (B)</b>
<b>16</b>	Identifications – Dual Program Eligibles (Section 3.5 p)	%		\$100,000	
<b>17</b>	Identifications – Program Application and TPL Form (Section 3.5 q)	%		\$100,000	
<b>18</b>	Identifications – ADDP Application Forms and Files (Section 3.5 r)	%		\$1,000,000	
<b>19</b>	Identifications – State Program Eligibility Files (Section 3.5 s)	%		\$100,000	
<b>Total Bid Price –Group F</b>					

**Group G**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Annualized Medical Expense Component of the MCO Capitation Rate Cell</b>	<b>Estimated Quantity</b>	<b>Total *</b>
			<b>(A)</b>	<b>(B)</b>	<b>(A) x (B)</b>
<b>20</b>	Identifications – New Jersey Department of Labor and Workforce Development (Section 3.5 t)	%		\$1,000,000	
<b>Total Bid Price –Group G</b>					

**Group H**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Annualized Medical Expense Component of the MCO Capitation Rate Cell</b> <b>(A)</b>	<b>Estimated Quantity</b> <b>(B)</b>	<b>Total *</b> <b>(A) x (B)</b>
<b>21</b>	Identifications – Credit Bureau Records (Section 3.5 u)	%		\$1,000,000	
<b>Total Bid Price –Group H</b>					

**Group I**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Annualized Medical Expense Component of the MCO Capitation Rate Cell</b> <b>(A)</b>	<b>Estimated Quantity</b> <b>(B)</b>	<b>Total *</b> <b>(A) x (B)</b>
<b>22</b>	Identifications – Supplementation of State’s Estate Identification (Section 3.5 v)	%		\$750,000	
<b>23</b>	Identifications – Supplementation of State’s Identification of Decedents (Section 3.5.1)	%		\$1,000,000	
<b>Total Bid Price –Group I</b>					

**Price Schedule 1 -Recoveries**  
**Group J**

**Bidders should note that reference to Section 3.5 within Groups “J” through “W” of this Price Schedule is for program identification purposes. Recovery work is specified within Section 3.6 of the RFP**

Bid Item	Task/Deliverable	Unit	Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims  (A)	Estimated Quantity  (B)	Total *  (A) x (B)
24	Recoveries - Commercial Health Carriers (Section 3.5 a)	%		\$20,000,000	
25	Recoveries – Horizon Blue Cross Blue Shield of New Jersey (Section 3.5 b)	%		\$15,000,000	
26	Recoveries - Blue Cross Blue Shield plans of other states (Section 3.5 c)	%		\$500,000	
27	Recoveries - Union Health and Welfare Plans (Section 3.5 d)	%		\$500,000	
28	Recoveries – CHAMPUS (Section 3.5 d)	%		\$1,000,000	
<b>Total Bid Price –Group J</b>					



### Group K

Bid Item	Task/Deliverable	Unit	Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims  (A)	Estimated Quantity  (B)	Total *  (A) x (B)
29	Recoveries – Medicare Part A/B Institutional (Section 3.5 f)	%		\$10,000,000	
30	Recoveries – Medicare Part B Non-Institutional (Section 3.5 g)	%		\$1,000,000	
31	Recoveries – Medicare Part C (Section 3.5 h)	%		\$500,000	
32	Recoveries – Medicare Part D (Section 3.5 i)	%		\$1,000,000	
<b>Total Bid Price –Group K</b>					

### Group L

Bid Item	Task/Deliverable	Unit	Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims  (A)	Estimated Quantity  (B)	Total *  (A) x (B)
33	Recoveries – Duplicative or Excessive Claims Payments (Section 3.5 j )	%		\$3,000,000	
34	Recoveries – Duplicative or Excessive State Payments (Section 3.5 k)	%		\$500,000	
<b>Total Bid Price –Group L</b>					

**Group M**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims</b>	<b>Estimated Quantity</b>	<b>Total *</b>
			<b>(A)</b>	<b>(B)</b>	<b>(A) x (B)</b>
<b>35</b>	Recoveries – Tort/Trauma Cases: Trauma Mailer and Other Records (Section 3.5 l)	%		\$2,000,000	
<b>36</b>	Recoveries – Tort/Trauma Cases: Claims Records (Section 3.5 m)	%		\$100,000	
<b>Total Bid Price –Group M</b>					

**Group N**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims</b>	<b>Estimated Quantity</b>	<b>Total *</b>
			<b>(A)</b>	<b>(B)</b>	<b>(A) x (B)</b>
<b>37</b>	Recoveries – Onsite Audits of Provider Financial Records (Section 3.5 n)	%		\$1,000,000	
<b>38</b>	Recoveries – Onsite Audits of Provider Medical Records (Section 3.5 o)	%		\$500,000	
<b>Total Bid Price –Group N</b>					

**Group O**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims</b>	<b>Estimated Quantity</b>	<b>Total *</b>
			<b>(A)</b>	<b>(B)</b>	<b>(A) x (B)</b>
<b>39</b>	Recoveries – Dual Program Eligibles (Section 3.5 p)	%		\$1,000,000	
<b>40</b>	Recoveries – Program Application and TPL Form (Section 3.5 q)	%		\$100,000	
<b>41</b>	Recoveries – ADDP Application Forms and Files (Section 3.5 r)	%		\$4,000,000	
<b>42</b>	Recoveries – State Program Eligibility Files (Section 3.5 s)	%		\$1,000,000	
<b>Total Bid Price –Group O</b>					

**Group P**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims</b>	<b>Estimated Quantity</b>	<b>Total *</b>
			<b>(A)</b>	<b>(B)</b>	<b>(A) x (B)</b>
<b>43</b>	Recoveries – New Jersey Department of Labor and Workforce Development (Section 3.5 t)	%		\$1,000,000	
<b>Total Bid Price –Group P</b>					

**Group Q**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims</b> <b>(A)</b>	<b>Estimated Quantity</b> <b>(B)</b>	<b>Total *</b> <b>(A) x (B)</b>
<b>44</b>	Recoveries – Credit Bureau Records (Section 3.5 u)	%		\$1,000,000	
<b>Total Bid Price –Group Q</b>					

**Group R**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims</b> <b>(A)</b>	<b>Estimated Quantity</b> <b>(B)</b>	<b>Total *</b> <b>(A) x (B)</b>
<b>45</b>	Recoveries – Supplementation of State’s Estate Identification (Section 3.5 v)	%		\$750,000 <sup>1</sup>	
<b>46</b>	Recoveries – State Referral of Estate Identifications (Section 3.6.8 b)	%		\$7,500,000 <sup>1</sup>	
<b>Total Bid Price –Group R</b>					

<sup>1</sup> Contingent upon the State exercising the option to commission the work required under this bid item.

**Group S**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims</b> <b>(A)</b>	<b>Estimated Quantity</b> <b>(B)</b>	<b>Total *</b> <b>(A) x (B)</b>
<b>47</b>	Recoveries – Supplementation of State’s Tort Identifications (Section 3.6.8 a)	%		\$100,000	
<b>Total Bid Price –Group S</b>					

**Group T**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims</b> <b>(A)</b>	<b>Estimated Quantity</b> <b>(B)</b>	<b>Total *</b> <b>(A) x (B)</b>
<b>48</b>	Recoveries – State Referral of Tort Identifications (Section 3.6.9)	%		\$10,000,000 <sup>2</sup>	
<b>Total Bid Price –Group T</b>					

<sup>2</sup> Contingent upon the State exercising the option to commission the work required under this bid item

**Group U**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims</b> <b>(A)</b>	<b>Estimated Quantity</b> <b>(B)</b>	<b>Total *</b> <b>(A) x (B)</b>
<b>49</b>	Recoveries – State Referral of CBOSS Incorrect Payment Cases (Section 3.6.8 c)	%		\$2,000,000	
<b>Total Bid Price –Group U</b>					

**Group V**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims</b> <b>(A)</b>	<b>Estimated Quantity</b> <b>(B)</b>	<b>Total *</b> <b>(A) x (B)</b>
<b>50</b>	Recoveries – State Referral of Returned Trauma Mailer Cases (Section 3.6.8 d)	%		\$2,000,0000	
<b>Total Bid Price –Group V</b>					

**Group W**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims</b> <b>(A)</b>	<b>Estimated Quantity</b> <b>(B)</b>	<b>Total *</b> <b>(A) x (B)</b>
<b>51</b>	Recoveries – Overpayments Made on Behalf of Decedents (Section 3.5.1)	%		\$200,000	
<b>Total Bid Price –Group W</b>					

**PRICE SCHEDULE 1**  
**Summation**

<b>Task/Deliverable Group</b>	<b>Bid Items</b>	<b>Total Bid Price by Group</b>
Group A	1, 2, 3, 4 & 5	\$
Group B	6, 7, 8 & 9	\$
Group C	10 & 11	\$
Group D	12, & 13	\$
Group E	14 & 15	\$
Group F	16, 17, 18 & 19	\$
Group G	20	\$
Group H	21	\$
Group I	22 & 23	\$
Group J	24, 25, 26, 27 & 28	\$
Group K	29, 30, 31 & 32	\$
Group L	33 & 34	\$
Group M	35 & 36	\$
Group N	37 & 38	\$
Group O	39, 40, 41 & 42	\$
Group P	43	\$
Group Q	44	\$
Group R	45 & 46	\$
Group S	47	\$
Group T	48	\$
Group U	49	\$
Group V	50	\$
Group W	51	\$
<b>Price Schedule 1 – Total Bid Price Groups A – W (Bid Items 1 – 51)</b>		\$

## PRICE SCHEDULE 2 FOR MULTIPLE CONTRACT AWARDS

**Bid Number 08-X-39646**

*Refer to [RFP Section 3.0](#) (Scope of Work) for task requirements and deliverables & [RFP Section 2.2](#) for definitions of "All Inclusive Hourly Rate" and "Firm Fixed Price."*

*The State's Fiscal Year 2008 capitation rate cell is provided as **Attachment 9** located on the Advertised Solicitation, Current Bid Opportunities webpage:  
<http://www.state.nj.us/treasury/purchase/bid/summary/08x39646.shtml>.*

### Price Schedule 2 -Identifications Group A

Bid Item	Task/Deliverable	Unit	Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Annualized Medical Expense Component of the MCO Capitation Rate Cell  (A)	Estimated Quantity  (B)	Total *  (A) x (B)
1	Identifications - Commercial Health Carriers (Section 3.5 a)	%		\$15,000,000	
2	Identifications – Horizon Blue Cross Blue Shield of New Jersey (Section 3.5 b)	%		\$10,000,000	
3	Identifications - Blue Cross Blue Shield plans of other states (Section 3.5 c)	%		\$500,000	
4	Identifications - Union Health and Welfare Plans (Section 3.5 d)	%		\$100,000	
5	Identifications – CHAMPUS (Section 3.5 e)	%		\$500,000	
<b>Total Bid Price –Group A</b>					



### Group B

Bid Item	Task/Deliverable	Unit	Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Annualized Medical Expense Component of the MCO Capitation Rate Cell  (A)	Estimated Quantity  (B)	Total *  (A) x (B)
<b>6</b>	Identifications – Medicare Part A (including buy-in) (Section 3.5 f)	%		\$5,000,000	
<b>7</b>	Identifications – Medicare Part B (including buy-in) (Section 3.5 g)	%		\$1,000,000	
<b>8</b>	Identifications – Medicare Part C (including buy-in) (Section 3.5 h)	%		\$500,000	
<b>9</b>	Identifications – Medicare Part D (Section 3.5 i)	%		\$100,000	
<b>Total Bid Price –Group B</b>					

### Group C

Bid Item	Task/Deliverable	Unit	Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Annualized Medical Expense Component of the MCO Capitation Rate Cell  (A)	Estimated Quantity  (B)	Total *  (A) x (B)
<b>10</b>	Identifications – Duplicative or Excessive Claims Payments (Section 3.5 j)	%		\$100,000	
<b>11</b>	Identifications – Duplicative or Excessive State Payments (Section 3.5 k)	%		\$100,000	
<b>Total Bid Price –Group C</b>					

**Group D**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Annualized Medical Expense Component of the MCO Capitation Rate Cell</b>	<b>Estimated Quantity</b>	<b>Total *</b>
			<b>(A)</b>	<b>(B)</b>	<b>(A) x (B)</b>
<b>12</b>	Identifications – Tort/Trauma Cases: Other Records (Section 3.5 l)	%		\$100,000	
<b>13</b>	Identifications – Tort/Trauma Cases: Claims Records (Section 3.5 m)	%		\$100,000	
<b>Total Bid Price –Group D</b>					

**Group E**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Annualized Medical Expense Component of the MCO Capitation Rate Cell</b>	<b>Estimated Quantity</b>	<b>Total *</b>
			<b>(A)</b>	<b>(B)</b>	<b>(A) x (B)</b>
<b>14</b>	Identifications – Onsite Audits of Provider Financial Records (Section 3.5 n)	%		\$100,000	
<b>15</b>	Identifications – Onsite Audits of Provider Medical Records (Section 3.5 o)	%		\$100,000	
<b>Total Bid Price –Group E</b>					

**Group F**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Annualized Medical Expense Component of the MCO Capitation Rate Cell</b>	<b>Estimated Quantity</b>	<b>Total *</b>
			<b>(A)</b>	<b>(B)</b>	<b>(A) x (B)</b>
<b>16</b>	Identifications – Dual Program Eligibles (Section 3.5 p)	%		\$100,000	
<b>17</b>	Identifications – Program Application and TPL Form (Section 3.5 q)	%		\$100,000	
<b>18</b>	Identifications – ADDP Application Forms and Files (Section 3.5 r)	%		\$1,000,000	
<b>19</b>	Identifications – State Program Eligibility Files (Section 3.5 s)	%		\$100,000	
<b>Total Bid Price –Group F</b>					

**Group G**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Annualized Medical Expense Component of the MCO Capitation Rate Cell</b>	<b>Estimated Quantity</b>	<b>Total *</b>
			<b>(A)</b>	<b>(B)</b>	<b>(A) x (B)</b>
<b>20</b>	Identifications – New Jersey Department of Labor and Workforce Development (Section 3.5 t)	%		\$1,000,000	
<b>Total Bid Price –Group G</b>					

**Group H**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Annualized Medical Expense Component of the MCO Capitation Rate Cell</b> <b>(A)</b>	<b>Estimated Quantity</b> <b>(B)</b>	<b>Total *</b> <b>(A) x (B)</b>
<b>21</b>	Identifications – Credit Bureau Records (Section 3.5 u)	%		\$1,000,000	
<b>Total Bid Price –Group H</b>					

**Group I**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Annualized Medical Expense Component of the MCO Capitation Rate Cell</b> <b>(A)</b>	<b>Estimated Quantity</b> <b>(B)</b>	<b>Total *</b> <b>(A) x (B)</b>
<b>22</b>	Identifications – Supplementation of State’s Estate Identification (Section 3.5 v)	%		\$750,000	
<b>23</b>	Identifications – Supplementation of State’s Identification of Decedents (Section 3.5.1)	%		\$1,000,000	
<b>Total Bid Price –Group I</b>					

**Price Schedule 2 -Recoveries**  
**Group J**

**Bidders should note that reference to Section 3.5 within Groups “J” through “W” of this Price Schedule is for program identification purposes. Recovery work is specified within Section 3.6 of the RFP**

Bid Item	Task/Deliverable	Unit	Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims  (A)	Estimated Quantity  (B)	Total *  (A) x (B)
24	Recoveries - Commercial Health Carriers (Section 3.5 a)	%		\$20,000,000	
25	Recoveries – Horizon Blue Cross Blue Shield of New Jersey (Section 3.5 b)	%		\$15,000,000	
26	Recoveries - Blue Cross Blue Shield plans of other states (Section 3.5 c)	%		\$500,000	
27	Recoveries - Union Health and Welfare Plans (Section 3.5 d)	%		\$500,000	
28	Recoveries – CHAMPUS (Section 3.5 d)	%		\$1,000,000	
<b>Total Bid Price –Group J</b>					

### Group K

Bid Item	Task/Deliverable	Unit	Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims  (A)	Estimated Quantity  (B)	Total *  (A) x (B)
29	Recoveries – Medicare Part A/B Institutional (Section 3.5 f)	%		\$10,000,000	
30	Recoveries – Medicare Part B Non-Institutional (Section 3.5 g)	%		\$1,000,000	
31	Recoveries – Medicare Part C (Section 3.5 h)	%		\$500,000	
32	Recoveries – Medicare Part D (Section 3.5 i)	%		\$1,000,000	
<b>Total Bid Price –Group K</b>					

### Group L

Bid Item	Task/Deliverable	Unit	Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims  (A)	Estimated Quantity  (B)	Total *  (A) x (B)
33	Recoveries – Duplicative or Excessive Claims Payments (Section 3.5 j )	%		\$3,000,000	
34	Recoveries – Duplicative or Excessive State Payments (Section 3.5 k)	%		\$500,000	
<b>Total Bid Price –Group L</b>					

**Group M**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims</b>	<b>Estimated Quantity</b>	<b>Total *</b>
			<b>(A)</b>	<b>(B)</b>	<b>(A) x (B)</b>
<b>35</b>	Recoveries – Tort/Trauma Cases: Trauma Mailer and Other Records (Section 3.5 l)	%		\$2,000,000	
<b>36</b>	Recoveries – Tort/Trauma Cases: Claims Records (Section 3.5 m)	%		\$100,000	
<b>Total Bid Price –Group M</b>					

**Group N**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims</b>	<b>Estimated Quantity</b>	<b>Total *</b>
			<b>(A)</b>	<b>(B)</b>	<b>(A) x (B)</b>
<b>37</b>	Recoveries – Onsite Audits of Provider Financial Records (Section 3.5 n)	%		\$1,000,000	
<b>38</b>	Recoveries – Onsite Audits of Provider Medical Records (Section 3.5 o)	%		\$500,000	
<b>Total Bid Price –Group N</b>					

**Group O**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims</b>	<b>Estimated Quantity</b>	<b>Total *</b>
			<b>(A)</b>	<b>(B)</b>	<b>(A) x (B)</b>
<b>39</b>	Recoveries – Dual Program Eligibles (Section 3.5 p)	%		\$1,000,000	
<b>40</b>	Recoveries – Program Application and TPL Form (Section 3.5 q)	%		\$100,000	
<b>41</b>	Recoveries – ADDP Application Forms and Files (Section 3.5 r)	%		\$4,000,000	
<b>42</b>	Recoveries – State Program Eligibility Files (Section 3.5 s)	%		\$1,000,000	
<b>Total Bid Price –Group O</b>					

**Group P**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims</b>	<b>Estimated Quantity</b>	<b>Total *</b>
			<b>(A)</b>	<b>(B)</b>	<b>(A) x (B)</b>
<b>43</b>	Recoveries – New Jersey Department of Labor and Workforce Development (Section 3.5 t)	%		\$1,000,000	
<b>Total Bid Price –Group P</b>					



**Group Q**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims</b> <b>(A)</b>	<b>Estimated Quantity</b> <b>(B)</b>	<b>Total *</b> <b>(A) x (B)</b>
<b>44</b>	Recoveries – Credit Bureau Records (Section 3.5 u)	%		\$1,000,000	
<b>Total Bid Price –Group Q</b>					

**Group R**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims</b> <b>(A)</b>	<b>Estimated Quantity</b> <b>(B)</b>	<b>Total *</b> <b>(A) x (B)</b>
<b>45</b>	Recoveries – Supplementation of State’s Estate Identification (Section 3.5 v)	%		\$750,000 <sup>1</sup>	
<b>46</b>	Recoveries – State Referral of Estate Identifications (Section 3.6.8 b)	%		\$7,500,000 <sup>3</sup>	
<b>Total Bid Price –Group R</b>					

<sup>3</sup> Contingent upon the State exercising the option to commission the work required under this bid item.

**Group S**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims</b>	<b>Estimated Quantity</b>	<b>Total *</b>
			<b>(A)</b>	<b>(B)</b>	<b>(A) x (B)</b>
<b>47</b>	Recoveries – Supplementation of State’s Tort Identifications (Section 3.6.8 a)	%		\$100,000	
<b>Total Bid Price –Group S</b>					

**Group T**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims</b>	<b>Estimated Quantity</b>	<b>Total *</b>
			<b>(A)</b>	<b>(B)</b>	<b>(A) x (B)</b>
<b>48</b>	Recoveries – State Referral of Tort Identifications (Section 3.6.9)	%		\$10,000,000 <sup>4</sup>	
<b>Total Bid Price –Group T</b>					

<sup>4</sup> Contingent upon the State exercising the option to commission the work required under this bid item

**Group U**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims</b>	<b>Estimated Quantity</b>	<b>Total *</b>
			<b>(A)</b>	<b>(B)</b>	<b>(A) x (B)</b>
<b>49</b>	Recoveries – State Referral of CBOSS Incorrect Payment Cases (Section 3.6.8 c)	%		\$2,000,000	
<b>Total Bid Price –Group U</b>					

**Group V**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims</b>	<b>Estimated Quantity</b>	<b>Total *</b>
			<b>(A)</b>	<b>(B)</b>	<b>(A) x (B)</b>
<b>50</b>	Recoveries – State Referral of Returned Trauma Mailer Cases (Section 3.6.8 d)	%		\$2,000,0000	
<b>Total Bid Price –Group V</b>					

**Group W**

<b>Bid Item</b>	<b>Task/Deliverable</b>	<b>Unit</b>	<b>Fully Loaded Firm Fixed Price per Unit as a Percentage (%) of Cash Recoveries of Paid Claims</b>	<b>Estimated Quantity</b>	<b>Total *</b>
			<b>(A)</b>	<b>(B)</b>	<b>(A) x (B)</b>
<b>51</b>	Recoveries – Overpayments Made on Behalf of Decedents (Section 3.5.1)	%		\$200,000	
<b>Total Bid Price –Group W</b>					

**PRICE SCHEDULE 2**  
**Summation**

<b>Task/Deliverable Group</b>	<b>Bid Items</b>	<b>Total Bid Price by Group</b>
Group A	1, 2, 3, 4 & 5	\$
Group B	6, 7, 8 & 9	\$
Group C	10 & 11	\$
Group D	12, & 13	\$
Group E	14 & 15	\$
Group F	16, 17, 18 & 19	\$
Group G	20	\$
Group H	21	\$
Group I	22 & 23	\$
Group J	24, 25, 26, 27 & 28	\$
Group K	29, 30, 31 & 32	\$
Group L	33 & 34	\$
Group M	35 & 36	\$
Group N	37 & 38	\$
Group O	39, 40, 41 & 42	\$
Group P	43	\$
Group Q	44	\$
Group R	45 & 46	\$
Group S	47	\$
Group T	48	\$
Group U	49	\$
Group V	50	\$
Group W	51	\$
<b>Price Schedule 2 – Total Bid Price Groups A – W (Bid Items 1 – 51)</b>		\$

**ATTACHMENT 1**

**RECOVERIES UNDER CURRENT HMS TPL CONTRACT BY STATE FISCAL YEAR**

<u>Comcodeid</u>	<u>Project Description</u>	<u>2001 Recovery</u>	<u>2002 Recovery</u>	<u>2003 Recovery</u>	<u>2004 Recovery</u>	<u>2005 Recovery</u>	<u>2006 Recovery</u>	<u>2007 Recovery</u>	<u>Total Recovery</u>
<b>Att 1 Vendor recoveries by commodity code.xls</b>									
<b>Recoveries made by the Contractor from Contractor identifications</b>									
794-72-039202	COMMERCIAL HEALTH CARRIERS	\$390,691	\$5,142,308	\$8,478,355	\$10,502,638	\$7,760,362	\$31,044,232	\$18,810,512	\$82,129,099
794-72-039203	BLUE CROSS AND BLUE SHIELD OF NEW JERSEY, INC.		\$7,092	\$1,629,396	\$2,772,595	\$3,102,190	\$5,416,836	\$520,132	\$13,448,242
794-72-039204	BLUE CROSS AND BLUE SHIELD PLANS IN OTHER STATES.	\$14,615	\$84,990	\$73,072	\$95,945	\$8,833	\$107,785	\$109,670	\$494,909
794-72-039205	UNION HEALTH AND WELFARE PLANS.	\$8,129	\$25,662	\$45,576	\$65,421	\$23,794	\$54,488	\$85	\$223,154
794-72-039206	PRE-PAID HEALTH PLANS.	\$7,122	\$5,556						\$12,678
794-72-039207	CHAMPUS	\$19,651	\$40,901	\$31,658	\$1,682,797	\$566,505	\$2,615,708	\$304,885	\$5,262,105
794-72-039209	MEDICARE PART B RECOVERIES FROM PART B CARRIERS		\$323,202	\$207,279	\$103,490	\$656,066	\$189,623		\$1,479,659
794-72-039213	WORKERS' COMPENSATION RECORDS					\$16,722	\$28,886	\$17,310	\$62,918
794-72-039215	SUPPLEMENTATION OF THE STATE'S IDENTIFICATIONS		\$332,967	\$958,795	\$1,815,668	\$1,922,711	\$2,097,392	\$363,782	\$7,491,315
794-72-039220	DUAL PROGRAM ELIGIBLES		\$1,799,453	\$2,017,976	\$1,167,848	\$2,151,213	\$1,901,623	\$608,535	\$9,646,648
794-72-039222	PROJECTS OFFERED BY THE BIDDER NOT IDENTIFIED IN THE RFP			\$1,958,914	\$1,672,713	\$3,384,867	\$2,823,557	\$677,138	\$10,517,189
<b>Recoveries made by the State from Contractor identifications</b>									
794-72-039223	COMMERCIAL HEALTH CARRIERS			\$272,834	\$1,661,443	\$4,053,720	\$1,970,583	\$556,848	\$8,515,428
794-72-039224	BLUE CROSS AND BLUE SHIELD OF NEW JERSEY, INC.		\$4,244,437	\$2,809,108	\$4,747,060	\$2,635,562	\$9,766,496	\$1,235,868	\$25,438,531
794-72-039225	BLUE CROSS AND BLUE SHIELD PLANS IN OTHER STATES		\$127,443	\$134,335	\$25,668				\$287,446
794-72-039229	MEDICARE PART A/B RECOUPMENTS FROM INSTITUTIONAL PROVIDERS		\$10,197,802	\$8,979,480	\$10,344,570	\$6,832,664	\$9,476,990	\$2,118,376	\$47,949,882
794-72-039230	MEDICARE PART B RECOVERIES FROM PART B CARRIERS			\$1,585,918	\$3,247,385	\$2,508,627	\$522,691		\$7,864,621
794-72-039231	MEDICARE PART B RECOUPMENTS FROM NON-INSTITUTIONAL PROVIDERS						\$280,049		\$280,049
794-72-039239	ON-SITE PROVIDER AUDITS INVOLVING MEDICAL REVIEWS					\$147,111	\$610,421	\$134,722	\$892,254
794-72-039240	ON-SITE PROVIDER AUDITS NOT INVOLVING MEDICAL REVIEWS		\$702,746	\$1,581,962	\$1,715,236	\$688,056	\$983,716	\$362,598	\$6,034,314
794-72-039241	BOTH TPL AND THE STATE HAVE MADE PAYMENTS FOR THE SAME SERVICE(S)		\$524,617	\$4,021,889	\$6,687,789	\$1,689,955	\$4,784,421	\$418,580	\$18,127,251
<b>Recoveries made by the Contractor from State identifications</b>									
794-72-039244	COMMERCIAL HEALTH CARRIERS	\$1,085,799	\$8,902,833	\$10,039,200	\$15,863,043	\$17,971,314	\$2,526,398	\$328,146	\$56,716,732
794-72-039245	BLUE CROSS AND BLUE SHIELD OF NEW JERSEY, INC		\$11,086	\$954,872	\$1,350,651	\$8,634,913	\$5,995,465	\$175	\$16,947,162
794-72-039246	BLUE CROSS AND BLUE SHIELD PLANS IN OTHER STATES	\$82,989	\$125,688	\$157,689	\$132,868	\$97,275	\$10,513		\$607,022
794-72-039247	UNION HEALTH AND WELFARE PLANS	\$22,565	\$47,123	\$232,533	\$168,981	\$75,142	\$5,721		\$552,065
794-72-039249	CHAMPUS	\$19,168	\$5,573	\$18,840	\$110,918	\$27,699	\$39,107		\$221,304
794-72-039250	PART A/B RECOUPMENTS FROM INSTITUTIONAL PROVIDERS		\$5,201,392	\$3,334,063	\$6,031,344	\$4,581,525	\$3,887,640		\$23,035,964
794-72-039251	MEDICARE PART B RECOVERIES FROM PART B CARRIERS		\$28,897	\$158,253	\$48,304	\$34,571	\$106		\$270,132
794-72-039252	NEW JERSEY DEPARTMENT OF LABOR RECORDS		\$311,538						\$311,538
<b>Settlement where liability is estimated from Contractor identified claims</b>									
794-72-039265	COMMERCIAL HEALTH CARRIERS		\$649						\$649
794-72-039266	BLUE CROSS AND BLUE SHIELD OF NEW JERSEY, INC.		\$10,495	\$54	\$8,662		\$169		\$19,380
794-72-039267	BLUE CROSS AND BLUE SHIELD PLANS IN OTHER STATES			\$825					\$825
		\$1,650,728	\$38,204,448	\$49,682,877	\$72,023,038	\$69,764,312	\$87,163,044	\$26,570,598	<b>\$345,059,044</b>

## ATTACHMENT 2

**STATE OF NEW JERSEY**  
**Business Associate**  
**Memorandum of Understanding**  
**between**  
**New Jersey Department of [Enter the Covered Entity's name]**  
**New Jersey Department of [insert Business Associate's name]**

**Preamble** -- This Business Associate Memorandum of Understanding (MOU) covering Business Associate activities as those terms are defined by the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C.A. §1301 *et seq.* ("HIPAA"), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services, 45 CFR §160-164 (the "HIPAA Regulations") is made effective the \_\_\_ Day of \_\_\_, 2007 by and between \_\_\_\_\_, the covered entity-state agency (Covered Entity), and the \_\_\_\_\_ ( \_\_\_ or Business Associate), (collectively referred to as the "Parties").

### **Background**

**Whereas**, the Covered Entity, pursuant to **[cite the agencies enabling statute]** is constituted as an instrumentality of the State exercising public and essential governmental functions; and

**Whereas**, in accordance with the laws of New Jersey, Business Associate provides **[describe services]** for the Covered Entity and its components; and

**Whereas**, some of the information disclosed by the Covered Entity to the Business Associate may constitute Protected Health Information (PHI); and

**Whereas**, the relationship between Covered Entity and Business Associate is such that the Business Associate is or may be a "business associate" within the meaning of HIPAA Privacy Rule; and

**Whereas**, the Covered Entity and Business Associate must protect the privacy and provide for the security of PHI disclosed to Business Associate in compliance with HIPAA, the HIPAA Regulations, and other applicable laws; and

**Whereas**, the purpose of this MOU is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including but not limited to those contained in Title 45, §164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

**NOW, THEREFORE**, the Parties enter into this MOU with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

## Article I - Definitions

Terms used, but not otherwise defined, in this MOU shall have the same meaning as those terms in the HIPAA Regulations.

“Individual” shall have the meaning given to such term in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g)

“Privacy Rule” shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and part 164, sub parts A and E.

“Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

“Secretary” shall mean the Secretary of the federal Department of Health and Human Services or the secretary's designee.

## Article II - Obligations of Business Associate

A. *Permitted Uses and Disclosures.* Except as otherwise limited in this MOU or by applicable law, Business Associate may use or disclose PHI received by Business Associate pursuant to this MOU, provided that such use or disclosure would not violate the Privacy Rule if caused by the Covered Entity; and is limited to the minimum necessary to accomplish the intended purpose of the use or disclosure.

B. *Nondisclosure.* Business Associate shall not use or further disclose the Covered Entity's PHI except as permitted or required by this MOU or as Required by Law.

C. *Safeguards.* Business Associate shall implement the appropriate safeguards necessary to prevent the use or disclosure of Protected Health Information, except as permitted by this MOU. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.

D. *Duty to Mitigate.* Business Associate shall mitigate, to the extent practicable, any harmful effect known to Business Associate that results from a use or disclosure of PHI by Business Associate in violation of this MOU.

E. *Reporting of Improper Use or Disclosure.* Business Associate shall report to the Covered Entity any use or disclosure of the Covered Entity's PHI, except as permitted by this MOU, of which Business Associate becomes aware.

F. *Business Associate's Agents.* Business Associate shall ensure that all agents and subcontractors to whom it provides PHI agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI.

G. *Availability of Information to Covered Entity.* Upon the request of an Individual, or as directed by the Covered Entity, Business Associate shall provide access to PHI to an Individual in a manner consistent with 45 CFR §164.524, unless a denial pursuant to 45 CFR §164.524(a)(2) or (a)(3) has been issued..

H. *Amendment of PHI.* Upon the request of an Individual, or the Covered Entity, Business Associate shall make amendments to PHI in a Designated Record Set, in a manner consistent with 45 CFR §164.526, unless a denial pursuant to 45 CFR §164.526(2) has been issued.

I. *Internal Practices.* Business Associate shall make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI received from, created or received by the Business Associate on behalf of the Covered Entity available to the Secretary for purposes of determining the Business Associate's compliance with the Privacy Rule.

J. *Minimum Necessary.* Business Associate and its agents and subcontractors shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

K. *Notification of Breach.* Business Associate shall notify the Covered Entity of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI in violation of any applicable federal or state law or regulation. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal or state law and regulation.

L. *Audits, Inspection and Enforcement.* Upon notice of a material breach of any of the terms of this MOU, the Covered Entity, or its authorized agents or contractors, has the right, upon reasonable notice to the Business Associate, to inspect the facilities, systems, books and records of the Business Associate. Business Associate shall promptly remedy any breach of any term of this MOU. The fact that the Covered Entity or its designee, inspects, or fails to inspect, or has the right to inspect the Business Associate's facilities, systems and procedures does not relieve the Business Associate of its responsibility to comply with this MOU, nor does the Covered Entity's (i) failure to detect or (ii) detection, but failure to notify the Business Associate or require the Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of the Covered Entity's enforcement rights under this MOU.

M. *Use for Management and Administration.* Business Associate may use PHI received by the Business Associate in its capacity as a Business Associate of the



Covered Entity for the proper management and administration of the Business Associate, if such disclosure is necessary (i) for the proper management and administration of the Business Associate, or (ii) to carry out the legal responsibilities of the Business Associate.

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

O. *Data Aggregation Services.* Business Associate may perform data aggregation services if requested by the Covered Entity. For purposes of this Section “Data Aggregation” means, with respect to the Covered Entity’s PHI, the combining of such PHI by Business Associate with PHI received by it in its capacity as a business associate of another Covered Entity in order to permit data analyses that relate to the health care operations of the respective Covered Entities.

### Article III- Obligations of Covered Entity

A. *Safeguards.* The Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to the Business Associate, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Business Associate.

B. *Limitations in Privacy Notice.* The Covered Entity shall notify Business Associate of any limitations(s) in its notice of privacy practices in accordance with 45 CFR §164.520(2)(i), to the extent that such limitation may affect Business Associate’s use or disclosure of PHI.

C. *Revocation of Permissions.* The Covered Entity shall notify the Business Associate of any change in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such change may affect Business Associate’s use or disclosure of PHI.

D. *Request for Restrictions.* Covered Entity shall notify Business Associate of any restriction onto the use or disclosure of PHI that the Covered Entity has agreed to, in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.

### Article IV - No Third Party Beneficiaries.

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

#### Article V - Interpretation

This MOU shall be interpreted as broadly as necessary to implement and comply with HIPAA, the Privacy Rule and applicable state law.

The Parties agree that any ambiguity in this MOU shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule.

The Parties agree that a reference in this MOU to a section in the HIPAA Regulations means the section in effect or as amended.

#### Article VI - Notices

Whenever, under the terms of this MOU, written notice is required to be given, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give written notice of a change to the other party. All notices and submissions, except as otherwise expressly provided herein, shall be sent by certified or registered mail, return receipt requested. Said notice may be delivered by overnight delivery. Notices required under Article III may be sent by regular mail.

**As to [insert CE agency name]:**

New Jersey

Trenton, NJ 08625-0212

Attn.: \_\_\_\_\_

**As to \_\_\_\_\_:**

Trenton, New Jersey 08625-0295

#### Article VII - Term

A. *Term.* This MOU shall be effective as of the date of the last signature and shall remain in effect until (a) terminated upon thirty-days written notice by a party; or (b) superseded.

B. *Effect of Termination.* Upon termination of this MOU for any reason, Business Associate shall return or destroy all PHI that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.

(i) In the event that Business Associate determines that return or destruction is not feasible, Business Associate shall provide the Covered Entity with notification of the conditions that make return or destruction infeasible. Business Associate shall continue to extend the protections of this MOU, which protections shall survive termination of the MOU, to such PHI and limit further use and disclosure of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

(ii) If Business Associate elects to destroy the PHI, the Business Associate shall certify in writing to the Covered Entity that such PHI has been destroyed.

Article VIII - Signatures

The Parties each understand and agree to the terms of this MOU.

NEW JERSEY [Insert CE name]

BY: \_\_\_\_\_

DATED:

BY: \_\_\_\_\_

NAME:  
TITLE:  
DATED:

## ATTACHMENT 3

### \*RECORD R31 RECIPIENT TPL UPDATE RECORD

01 :R31:RECIP-TPL-UPDATE-RECORD.  
05 :R31:RECIP-TPL-UPDATE-DATA.  
10 :R31:31019-RECIP-ID-NUMB PIC X(12).  
10 :R31:31020-CURR-RECIP-ID-NUMB PIC X(12).  
10 :R31:34094-RECIP-REC-IDENTIFIER PIC X(01).  
10 :R31:32242-SOURCE-OF-LAST-CHG PIC X(04).  
10 :R31:50094-LAST-ACTIVITY-DATE PIC 9(08).  
10 :R31:20072-OPERATOR-ID PIC X(04).  
10 :R31:31080-CNTY-CDE PIC X(02).  
10 :R31:33120-ACTION-CDE PIC X(01).  
10 :R31:TPLU-RECIP-NAME.  
15 :R31:31032-RECIP-LAST-NAME PIC X(12).  
15 :R31:31031-RECIP-FIRST-NAME PIC X(07).  
10 :R31:31098-CAID-PGM-STAT-CDE PIC 9(03).  
10 :R31:31098-PAAD-PGM-STAT-CDE PIC 9(02).  
10 :R31:31340-RECIP-SSN PIC X(09).  
10 :R31:38006-PAAD-SPOUSE-SSN PIC X(09).  
10 :R31:36006-DTE-BIRTH PIC 9(08).  
10 :R31:90050-IV-D-INDICATOR PIC X(01).  
\*\*\*\*  
\*\*\*\* MOD 4994  
\*\*\*\*  
\*\*\*\* 10 FILLER PIC X(26).  
SXE 10 :R31:MSO-HOLDER-NAME.  
SXE 15 :R31:MSO-HOLDER-NAME-LST PIC X(12).  
SXE 15 :R31:MSO-HOLDER-NAME-FST PIC X(07).  
SXE 10 :R31:MSO-HOLDER-SSN PIC X(09).  
10 :R31:POLICY-HOLDER-NAME.  
15 :R31:POLICY-HOLDER-NAME-LAST PIC X(12).  
15 :R31:POLICY-HOLDER-NAME-FIRST PIC X(07).  
10 :R31:POLICY-HOLDER-SSN PIC X(09).  
10 :R31:MED-SUPPORT-IND PIC X(01).  
10 FILLER PIC X(26).  
\*\*\*\*  
10 :R31:35000-TPL-COVAGE-CNT PIC 9(02).  
10 :R31:36002-MCARE-COVAGE-CNT PIC 9(01).  
10 :R31:TPLU-TPL-COVAGE-DATA OCCURS 14  
INDEXED BY :R31:TPLU-TPL-COVAGE-DATA-NDX  
:R31:NDX1.  
15 :R31:35004-TPL-EMPL-INS-CDE PIC X(03).  
15 :R31:35004-OLD-EMPL-INS-CDE PIC X(03).  
15 :R31:35004-TPL-INS-CDE PIC X(03).

15 :R31:35004-OLD-INS-CDE PIC X(03).  
15 :R31:90029-TPL-POLICY-NUMB PIC X(13).  
15 :R31:90029-OLD-POLICY-NUMB PIC X(13).  
15 :R31:90030-TPL-GROUP-NO PIC X(15).  
15 :R31:90030-OLD-GROUP-NO PIC X(15).  
15 :R31:90026-TPL-POL-HOLDER PIC X(01).  
15 :R31:90026-OLD-POL-HOLDER PIC X(01).  
15 :R31:90038-TPL-COVAGE-TYPE PIC X(02).  
15 :R31:90038-OLD-COVAGE-TYPE PIC X(02).  
15 :R31:XXXXX-TPL-VERIFIED PIC X(01).  
15 :R31:90032-TPL-VERIFIED REDEFINES  
:R31:XXXXX-TPL-VERIFIED PIC X(01).  
15 :R31:XXXXX-OLD-VERIFIED PIC X(01).  
15 :R31:90032-OLD-VERIFIED REDEFINES  
:R31:XXXXX-OLD-VERIFIED PIC X(01).  
15 :R31:35001-TPL-COVAGE-BEG-DTE PIC 9(08).  
15 :R31:35001-OLD-COVAGE-BEG-DTE PIC 9(08).  
15 :R31:35002-TPL-COVAGE-END-DTE PIC 9(08).  
15 :R31:35002-OLD-COVAGE-END-DTE PIC 9(08).  
15 :R31:XXXXX-TPL-ACTION-CDE PIC X(01).  
15 :R31:33126-TPL-ACTION-CDE REDEFINES  
:R31:XXXXX-TPL-ACTION-CDE PIC X(01).  
15 FILLER PIC X(09).  
10 :R31:TPLU-MCARE-COVAGE-DATA OCCURS 3  
INDEXED BY :R31:TPLU-MCARE-COVAGE-DATA-NDX  
:R31:NDX2.  
15 :R31:35004-MCARE-EMPL-INS-CDE PIC X(03).  
15 :R31:35004-MOLDE-EMPL-INS-CDE PIC X(03).  
15 :R31:36004-HEALTH-INS-CLM-NUMB PIC X(12).  
15 :R31:36004-HEALTH-INS-OLD-NUMB PIC X(12).  
15 :R31:31100-BEG-DTE PIC 9(08).  
15 :R31:31100-BEG-OLD PIC 9(08).  
15 :R31:31111-END-DTE PIC 9(08).  
15 :R31:31111-END-OLD PIC 9(08).  
15 :R31:XXXXX-MCARE-ACTION-CDE PIC X(01).  
15 :R31:33126-MCARE-ACTION-CDE REDEFINES  
:R31:XXXXX-MCARE-ACTION-CDE PIC X(01).  
15 FILLER PIC X(09).

## ATTACHMENT 4

### PROCEDURES FOR MANAGED CARE DISENROLLMENT PROJECT

#### PROCEDURES FOR SUBMISSION OF DISENROLLMENT LISTS FROM VENDOR

Once TPL information is identified, verified, submitted to the State in the required TPL Resource File format, and uploaded to the Unisys TPL Resource File, VENDOR will submit files of listings of beneficiaries who should be disenrolled from managed care and/or whose eligibility should be terminated in addition to being disenrolled from managed care electronically on disk in both Excel and text formats to be put on BTPL's "S" drive. Beneficiaries so disenrolled and/or terminated will be tracked by BTPL and the Budget Bureau for savings related to this initiative.

The State has requested that the following fields be submitted on these files:

- Plan Type
- Program Status Code (PSC)
- Special Program Status Code
- Medicaid Managed Care Plan Code
- Mailed Date
- Upload Date
- Recipient Last Name
- Recipient First Name
- Current Recipient Number
- Original Recipient Number
- Social Security Number
- DOB
- Sex
- Medicaid Start Date
- Medicaid End Date
- County Code
- Carrier Name of Private HMO
- Coverage Type
- Coverage Code
- Policy ID
- Group ID
- Start Date
- End Date
- Holder Social Security Number
- Holder Name
- Holder DOB
- Family Relation Last Name (up to 3 occurrences)
- Family Relation First Name (up to 3 occurrences)
- Family Relation Current Recipient Number (up to 3 occurrences)
- Capitation Payment

These files are separated by program groups and sent to the Office of Eligibility Operations (OEO) as follows

1. Cases beginning with 01-21 with special program code 40 adults only (21 and over) are forwarded to the county welfare agencies (CWAs) for termination of eligibility.
  2. Cases beginning with 01-21 with PSCs of 486, 497 and 763 are forwarded to the CWAs for termination of eligibility, excluding the special program code 40 adults who are identified in # 1 above.
  3. Cases beginning with 23 with special program code 40 adults only (21 and over) are forwarded to the Health Benefits Coordinator (HBC) for termination of eligibility.
  4. All cases beginning with 23 are forwarded to the HBC for disenrollment from managed care, except for the special program code 40 adults identified in #3 above.
  5. All cases beginning with 24 are sent to the HBC for termination of eligibility.
  6. All cases beginning with 01-21 are forwarded for disenrollment from managed care except for special program code 40 adults and cases with PSCs 486, 497 and 763 identified in #1 and #2 above.
  7. **See note in change of policy for beneficiaries who receive plastic ID cards.** All beneficiaries in Plan A with a TPL Scope of Coverage code of 10, 11, 17, or 18 are to be disenrolled from managed care and put into fee-for-service, along with all household members, regardless of their own TPL coverage with the exception of family members who have the following PSCs: 486, 493, 494, 495, 497, 498 and 763. They will remain in managed care unless they are the insured beneficiary.
- Note:** We no longer are required to disenroll the entire family from managed care when there is commercial HMO coverage for just one case member. We only disenroll the covered beneficiary.
8. All beneficiaries in Plan B, C, or D with a TPL Scope of Coverage code of 03, 10, 11, 13, 14, 15, 16, 17, 18, 21, 22, 23, or 24 are to be terminated from eligibility.
  9. The BTPL will receive the file from the vendor no later than the 23<sup>rd</sup> of each month. The OEO will receive disenrollments on the first of the month. The file will contain only TPL adds to the Unisys file that were uploaded or added to the TPL file by BTPL staff before the 15<sup>th</sup> of the prior month. These cases/beneficiaries will be disenrolled or terminated at the end of the month received, e.g., cases sent on March 1 who were added to Unisys prior the February 15 will be disenrolled/terminated effective on March 31.
  10. An e-mail confirmation will be sent by OEO to BTPL confirming the disenrollment/termination. This information will be forwarded to VENDOR for verification in the VENDOR system that the disenrollments/terminations occurred.

11. SIX MONTH RULE TO BE ADDED – WAITING FOR CLARIFICATION.

VENDOR PROCEDURES FOR FILE CREATION

Attached (below) are VENDOR's procedures for creating the disenrollment and termination files. "VENDOR PROCEDURES FOR DISENROLLMENTS: PLAN A CASES" and "VENDOR PROCEDURES FOR TERMINATIONS: PLAN B, C AND D CASES"

Attachments



**VENDOR PROCEDURES FOR DISENROLLMENTS: PLAN A CASES**

**I. Pre-Mailing Quality Control Steps-PLAN A**

- 1) Match ADDs file against most recent eligibility file.
- 2) Pull in current information:
  - a. current id
  - b. current eligibility dates
  - c. current program code
  - d. special program code
  - e. managed care plan code
  - f. deactivation indicator
- 3) Using updated program code, isolate “Plan A” recipients:
  - a. Medicaid program codes: 110-130; 190; 210-230; 290-294; 310-330; 410-470; 490-492; 499; 610-630.
  - b. FamilyCare program codes: 480-483; 484-485; 380.
- 4) Remove all records that match to “FamilyCare Plan A Master” database. Put in “No Letter-Duplicates” database.
- 5) Remove all records where the Medicaid policy (Medicaid End Date) has terminated. Put in “No Letter-Terminated” database.
- 6) Remove all records where the Other Insurance policy has terminated. Put in “No Letter-Terminated” database.
- 7) Remove all records without Comprehensive Major Medical coverage (i.e. Drug only, Dental only, Hospital only, Medicare Supplemental, etc). Put in “No Letter-No MajorMed” database.
- 8) Remove all records without Coverage Type=HMO or HMO/POS (POS plan administered by a NJ authorized HMO). Put in “Non-HMO-On Hold” database
- 9) Remove all records with no managed care plan code. Put in “No letter-No Plan Type.”
- 10) Review Address fields. Make sure all records have a valid, street, city and zip. Remove all records with incomplete address. Put in “No Letter-Bad Address” database.
- 11) Using relation field, split file into relation= “3” (non-custodial coverage=receive Plan A “Yes” letter) and relation = “1” or “4” (other coverage=receive Plan A “No” letter).

- 11.5) Add all family members of remaining cases.
- 12) Merge address/policy data into letters.<sup>1</sup>
- 13) Make sure all merged data fields (MCO plan, Carrier name, Mailed Dates) are populated correctly.
- 14) Make sure "A" is at bottom of letter.
- 15) Print English version, re-sort, then print Spanish version.
- 16) Mail letters.
- 17) Import records into "FamilyCare Plan A Master" database.

## **II. Post Mailing Quality Control Steps**

- 1) Pull all records that are over the 20 day time limit and have "send to state" in status field.
- 2) Split file based on following criteria:
  - a. File #1: First two digits of Current Id= 01-21 WITHOUT Special Program Code=40 (and program code does not equal 486 or 497).
  - b. File #2: First two digits of Current Id=01-21 WITH Special Program Code=40 (age 21+).
  - c. File #3: First two digits of Current Id=23, 24.
- 3) Convert records into Excel layout. Include following fields for File #1 and File #3 (for File #2 make sure to include all policy information as well):
  - a. Current Id
  - b. Original Id
  - c. Recipient SSN
  - d. Recipient Last Name
  - e. Recipient First Name
  - f. Medicaid Start Date
  - g. Medicaid End Date
  - h. Program Status Code
  - i. Special Program Status Code
  - j. Plan Type (i.e. A, B, C, or D)
  - k. Capitation Payment
- 4) Encrypt files and send to State:

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<sup>1</sup> Remove all records with program code="380" and special program code="40". Those recipients will receive the "B,C,D" letter.

- a. File #1 is forwarded to Office of Enrollment Operations to disenroll from managed care into fee-for-service.
- b. File #2 is forwarded to Office of Enrollment Operations to forward to the CWAs for termination of eligibility (make sure policy information is included).
- c. File #3 is forwarded to Office of Enrollment Operations to forward to Maximus. Recipients with "23" will be disenrolled from managed care and put into fee-for-service. Recipients with "24" (and recipients with "23" and special program code "40", over 21) will be terminated from the program.

**VENDOR PROCEDURES FOR TERMINATIONS: PLAN B, C AND D CASES**

**I. Pre-Mailing Quality Control Steps-PLAN B,C,D**

- 18) Match ADDs file against most recent eligibility file.
- 19) Pull in current information:
  - a. current id
  - b. current eligibility dates
  - c. current program code
  - d. special program code
  - e. managed care plan code
  - f. deactivation indicator
- 20) Using updated program code, isolate "Plan B,C,D" recipients:
  - a. FamilyCare program codes: 300-301; 486; 487-489; 493-495; 497-498.
- 21) Remove all records that match to "FamilyCare Plan B,C,D Master" database. Put in "No Letter-Duplicates" database.
- 22) Remove all records where the Medicaid policy (Medicaid End Date) has terminated. Put in "No Letter-Terminated" database.
- 23) Remove all records where the Other Insurance policy has terminated. Put in "No Letter-Terminated" database.
- 24) Remove all records without Comprehensive Major Medical coverage (i.e. Drug only, Dental only, Hospital only, Medicare Supplemental, etc). Put in "No Letter-No MajorMed" database.
- 25) Review Address fields. Make sure all records have a valid, street, city and zip. Remove all records with incomplete address. Put in "No Letter-Bad Address" database.
- 26) Merge address/policy data into letters.
- 27) Make sure all merged data fields ( Carrier name, Mailed Dates) are populated correctly.
- 28) Make sure "B,C,D" is at bottom of letter.
- 29) Print English version, re-sort, then print Spanish version.
- 30) Mail letters.

31) Import records into “FamilyCare Plan B,C,D Master” database.

## **II. Post Mailing Quality Control Steps**

- 5) Pull all records that are over the 20 day time limit and have “send to state” in status field.
- 6) Split file based on following criteria:
  - a. File #1: First two digits of Current Id= 01-21 WITHOUT Special Program Code=40 (and program code does not equal 486 or 497)
  - b. File #2: First two digits of Current Id=01-21 WITHOUT Special Program Code=40 (and program code DOES equal 497 or 486)
  - c. File #3: First two digits of Current Id=01-21 WITH Special Program Code=40 (age 21+)
  - d. File #4: First two digits of Current Id=23, 24
- 7) Convert records into Excel layout. Include following fields for File #1 and File #4 (for File #2 & File #3 make sure to include all policy information as well):
  - a. Current Id
  - b. Original Id
  - c. Recipient SSN
  - d. Recipient Last Name
  - e. Recipient First Name
  - f. Medicaid Start Date
  - g. Medicaid End Date
  - h. Program Status Code
  - i. Special Program Status Code
  - j. Plan Type (i.e. A, B, C, or D)
  - k. Capitation Payment
- 8) Encrypt files and send to State:
  - a. File #1 is forwarded to Office of Enrollment Operations to disenroll from managed care into fee-for-service.
  - b. File #2 is forwarded to Office of Enrollment Operations to forward to the CWAs for termination of eligibility (make sure policy information is included).
  - c. File #3 is forwarded to Office of Enrollment Operations to forward to Maximus. Recipients with “23” will be disenrolled from managed care and put into fee-for-service. Recipients with “24” (and recipients with “23” and special program code “40”, over 21) will be terminated from the program.

**ATTACHMENT 5**

**DISENROLLMENT PROJECT SUMMARY BY PSC**

<b>Contract category</b>	<b>Item category</b>	<b>Policies</b>	<b>Savings</b>	<b>Fee</b>	<b>Net</b>
CALL CENTER	ALL	0	\$0	\$138,299	(\$138,299)
FEE FOR SERVICE: PARENTS	497 498 761 780 800	1,698	\$2,470,171	\$98,807	\$2,371,364
FEE FOR SERVICE: PSC 380 21 OR OLDER	380	2,854	\$3,575,446	\$143,018	\$3,432,429
MANAGED CARE: ABD NO MEDICARE	140 180 210 230 240 290	4,745	\$20,414,726	\$816,589	\$19,598,137
MANAGED CARE: AFDC	310-330 410-470	7,990	\$9,536,306	\$381,452	\$9,154,854
MANAGED CARE: KIDCARE PLAN A	484-485	2,649	\$1,741,446	\$69,658	\$1,671,788
MANAGED CARE: NJFC CHILDREN	480-483	9,344	\$6,513,276	\$260,531	\$6,252,745
MANAGED CARE: NJFC CHILDREN PSC 380 UNDER 21	380	381	\$266,171	\$10,647	\$255,524
MANAGED CARE: PREGNANT WOMEN	390 490-492	103	\$168,973	\$6,759	\$162,214
OTHER: ASO	700 701 762 763	105	\$44,337	\$1,774	\$42,564
OTHER: FAMILY CARE B&C	486-488	2,777	\$1,446,217	\$57,849	\$1,388,369
OTHER: FAMILY CARE D	493-495	1,501	\$652,748	\$26,110	\$626,638
OTHER: TERMED	ALL	4,145	\$0	\$0	\$0
RECOVERY	ALL	0	\$562,628	\$22,505	\$540,123
<b>TOTAL</b>		<b>38,292</b>	<b>\$47,392,445</b>	<b>\$2,033,997</b>	<b>\$45,358,448</b>

**ATTACHMENT 6**

**DISENROLLMENT SAVINGS BY SFY**

<b>Contract category</b>	<b>Invoice Date Year</b>	<b>2006 Policies</b>	<b>2006 Savings</b>	<b>2006 Fee</b>	<b>2007 Policies</b>	<b>2007 Savings</b>	<b>2007 Fee</b>	<b>Total Policies</b>	<b>Total Recovery</b>	<b>Total Fee</b>
RECOVERY		0	\$562,628	\$22,505	0	0	0	0	\$562,628	\$22,505
OTHER: TERMED		2,302	\$0	\$0	1,843	\$0	\$0	4,145	\$0	\$0
OTHER: FAMILY CARE D		963	\$448,688	\$17,947	538	\$204,060	\$8,162	1,501	\$652,748	\$26,110
OTHER: FAMILY CARE B&C		1,776	\$989,724	\$39,589	1,001	\$456,493	\$18,260	2,777	\$1,446,217	\$57,849
OTHER: ASO		66	\$25,669	\$1,027	39	\$18,669	\$747	105	\$44,337	\$1,774
MANAGED CARE: PREGNANT WOMEN		65	\$113,292	\$4,532	38	\$55,680	\$2,227	103	\$168,973	\$6,759
MANAGED CARE: NJFC CHILDREN PSC 380 UNDER 21		239	\$170,260	\$6,810	142	\$95,910	\$3,836	381	\$266,171	\$10,647
MANAGED CARE: NJFC CHILDREN		5,493	\$3,886,679	\$155,467	3,851	\$2,626,597	\$105,064	9,344	\$6,513,276	\$260,531
MANAGED CARE: KIDCARE PLAN A		1,589	\$1,035,792	\$41,432	1,060	\$705,654	\$28,226	2,649	\$1,741,446	\$69,658
MANAGED CARE: AFDC		4,809	\$5,888,663	\$235,547	3,181	\$3,647,643	\$145,906	7,990	\$9,536,306	\$381,452
MANAGED CARE: ABD NO MEDICARE		2,245	\$8,875,780	\$355,031	2,500	\$11,538,946	\$461,558	4,745	\$20,414,726	\$816,589
FEE FOR SERVICE: PSC 380 21 OR OLDER		1,617	\$1,942,395	\$77,696	1,237	\$1,633,052	\$65,322	2,854	\$3,575,446	\$143,018
FEE FOR SERVICE: PARENTS		896	\$1,319,702	\$52,788	802	\$1,150,469	\$46,019	1,698	\$2,470,171	\$98,807
CALL CENTER		0	\$0	\$75,436	0	\$0	\$62,863	0	\$0	\$138,299
		22,060	\$25,259,272	\$1,085,807	16,232	\$22,133,173	\$948,190	38,292	\$47,392,445	\$2,033,997
<b>Total</b>		<b>22,060</b>	<b>\$25,259,272</b>	<b>\$1,085,807</b>	<b>21,937</b>	<b>\$27,466,002</b>	<b>\$1,161,503</b>	<b>43,997</b>	<b>\$52,725,274</b>	<b>\$2,247,310</b>

# ATTACHMENT 7

## *NJMMIS Data Element Dictionary*

NAME: TPL ACTION CODE  
033126

ID NUMBER:

**DEFINITION:** Identifies the type of update to recipient TPL record

**ALTERNATE/COBOL NAMES:** TPL-ACTION-CDE

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** RECIPIENT  
X(01)

**FORMAT:**

**EDIT RULES:** Required, Valid Values

**STORAGE TYPE:** C

**DEFAULT:**

**SOURCE:** OIT CN, OIT MN

**SATISFIES HCFA REQUIREMENT(S):** 302 TRANSACTION CODE

**DESCRIPTION:**

Identifies the type of record update.

**VALUES:**

A	Add
C	Change
D	Delete
Blank	No Change

**DATE ADDED:** 5/6/1990 **DATE MODIFIED:** 5/28/1991 **LAST PRR:**



# *NJMMIS Data Element Dictionary*

NAME: TPL ADJUSTMENT PROCESSED  
090441

ID NUMBER:

**DEFINITION:** Indicates that TPL recovery adjustment has been processed.

**ALTERNATE/COBOL NAMES:** TPLTR:ADJUSTMENT-PROCESSED

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
X(01)

**FORMAT:**

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:**

**SOURCE:** System Generated

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

On TPL Adjustment File. This is a flag to indicate that a TPL recovery payment has been posted against a claim on the TPL Tracking File and the record can be deleted from the TPL Tracking File.

**VALUES:**

Y	TPL recovery payment has been posted.
Space	TPL recovery payment not posted.

**DATE ADDED:** 4/20/1999 **DATE MODIFIED:** 4/20/1999 **LAST PRR:**CCB 128

# *NJMMIS Data Element Dictionary*

NAME: TPL AMOUNT RECOVERED  
090202

ID NUMBER:

**DEFINITION:** Dollars recovered due to TPL billing

**ALTERNATE/COBOL NAMES:** TPLMEDTU-AMT-RECOVERED

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
S9(06)V99

**FORMAT:**

**EDIT RULES:** Numeric

**STORAGE TYPE:** P

**DEFAULT:** 0.00  
Tape

**SOURCE:** Tracking Update

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

Amount returned by an insurer to DMAHS, due to TPL retroactive billing.

**VALUES:**

**DATE ADDED:** 1/18/1990 **DATE MODIFIED:** 4/6/1992 **LAST PRR:**

# *NJMMIS Data Element Dictionary*

NAME: TPL BATCH FINALIZED IND  
090438

ID NUMBER:

**DEFINITION:** Indicates if TPL recovery batch has been finalized

**ALTERNATE/COBOL NAMES:** TPLPAYMT-FINALIZED-YN

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
X(01)

**FORMAT:**

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:**

**SOURCE:** System-Generated

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

Finalized batch flag value (Y or N). TPL recovery adjustments will only be generated for finalized batches.

**VALUES:**

N	Batch Not Finalized
Y	Batch Finalized

**DATE ADDED:** 2/10/1999 **DATE MODIFIED:** 2/10/1999 **LAST PRR:**CCB 128

# *NJMMIS Data Element Dictionary*

NAME: TPL BATCH NUMBER  
090430

ID NUMBER:

**DEFINITION:** Identifies a group of TPL recovery payments

**ALTERNATE/COBOL NAMES:** TPLPAYBL-BATCH-NBR  
TPL-PAYMT-BATCH-NBR

**SYSTEM:** MMIS **DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL **FORMAT:**  
9(11)

**EDIT RULES:** **STORAGE TYPE:** C

**DEFAULT:** **SOURCE:** State TPL Unit

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

Number assigned by the TPL Unit to a batch of TPL payments. A batch can represent the contents of a lock box for bank deposit and may cover many insurers, claims and individuals. It may also be based on a breakdown by specific insurers, recipients or other criteria.

**VALUES:**

**DATE ADDED:** 12/10/1999 **DATE MODIFIED:** 12/10/199 **LAST PRR:**CCB 128

# *NJMMIS Data Element Dictionary*

NAME: TPL BATCH POSTED AMOUNT  
090437

ID NUMBER:

**DEFINITION:** Total dollar amount posted against a TPL recovery batch

**ALTERNATE/COBOL NAMES:** TPLPAYMT-BATCH-POSTED

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
S9(11)V99

**FORMAT:**

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:**

**SOURCE:** System-Generated

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

When subtracted from the batch total, used to calculate the balance due on the batch.

**VALUES:**

**DATE ADDED:** 12/10/1999 **DATE MODIFIED:** 12/10/1999 **LAST PRR:**CCB 128

# *NJMMIS Data Element Dictionary*

NAME: TPL BATCH TOTAL  
090436

ID NUMBER:

**DEFINITION:** Total dollar amount of a TPL recovery batch

**ALTERNATE/COBOL NAMES:** TPLPAYMT-BATCH-TOTAL

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
S9(11)V99

**FORMAT:**

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:**

**SOURCE:** State TPL Unit

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

Entered with the batch number when a batch is first created on-line. This total serves as a batch control mechanism. The system verifies that all the posted amounts in a batch balance against this total before a batch is finalized.

**VALUES:**

**DATE ADDED:** 12/10/1999 **DATE MODIFIED:** 12/10/199 **LAST PRR:**CCB 128

# *NJMMIS Data Element Dictionary*

NAME: TPL BILLABLE CODE  
090156

ID NUMBER:

**DEFINITION:** Billable indicator on Employer File for State use only

**ALTERNATE/COBOL NAMES:** EMPLOYER-BILLABLE-CODE

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL

**FORMAT:** X

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:** N

**SOURCE:** State TPL Unit

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

**VALUES:**

N	No
Y	Yes

**DATE ADDED:** 12/10/1999 **DATE MODIFIED:** 12/10/199 **LAST PRR:**CCB 128

# *NJMMIS Data Element Dictionary*

NAME: TPL CASE NUMBER  
030061

ID NUMBER:

**DEFINITION:** Recipient identification number for the assistance household

**ALTERNATE/COBOL NAMES:** HSP#  
RECIPIENT CASE NUMBER  
TPL-CASE-NUMB

**SYSTEM:** MMIS **DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL **FORMAT:**  
9(10)

**EDIT RULES:** Must Be Present And Numeric **STORAGE TYPE:** C

**DEFAULT:** **SOURCE:** All CN/MN Files

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

The TPL Case Number is the 10 leading digits of the TPL Current Recipient ID Number. It does not include the individual or person number. It is made up of three parts which are:

County Code or Institutional Services Code

Aid Category / Program Code

Family Case Number

Editing for proper County Code and Aid Category/Program Code is performed on the TPL Case

Number. The Family Case Number is a unique number assigned to the recipient by the county or institutional case worker.

**VALUES:**

**DATE ADDED:** 5/7/1990 **DATE MODIFIED:** 5/28/1991 **LAST PRR:**



# *NJMMIS Data Element Dictionary*

NAME: TPL COMMENTS  
090171

ID NUMBER:

**DEFINITION:** Free form comments

**ALTERNATE/COBOL NAMES:** TPL-COMMENTS-1 (-2, -3)

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
X(60)

**FORMAT:**

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:**  
Tape

**SOURCE:** Update Form/AP-95

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

**VALUES:**

**DATE ADDED:** 3/26/1990 **DATE MODIFIED:** 4/6/1992 **LAST PRR:**

# *NJMMIS Data Element Dictionary*

**NAME:** TPL COVERAGE BEGIN DATE  
035001

**ID NUMBER:**

**DEFINITION:** Start date for TPL insurance coverage

**ALTERNATE/COBOL NAMES:** R35:35001-TPL-COVAGE-BEG-DTE

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** RECIPIENT  
9(08)

**FORMAT:**

**EDIT RULES:** Required, Valid Numerical Date **STORAGE TYPE:** C

**DEFAULT:**  
Resource

**SOURCE:** CN/MN Files;

Update Form

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

The date from the OIT CN and/or OIT MN input transaction reflecting the start date for either

Medicare, HMO and/or TPL private insurance policy coverage.

Input Format YYYYMMDD

Output Format S9(06) (YYMMDD)

**VALUES:**

**DATE ADDED:** 2/11/1990 **DATE MODIFIED:** 6/7/1991 **LAST PRR:**

# *NJMMIS Data Element Dictionary*

NAME: TPL COVERAGE COUNTER  
035000

ID NUMBER:

**DEFINITION:** Reflects number of TPL data occurrences

**ALTERNATE/COBOL NAMES:** R35:3500-TPL-COVAGE-CNT

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** RECIPIENT  
9(02)

**FORMAT:**

**EDIT RULES:** N/A

**STORAGE TYPE:** C

**DEFAULT:**

**SOURCE:** System-Generated

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

Counter reflects the number of unique TPL data-related occurrences being passed to the TPL subsystem. Value may be 01 through 10.

**VALUES:**

**DATE ADDED:** 2/11/1990 **DATE MODIFIED:** 10/27/199 **LAST PRR:**

# *NJMMIS Data Element Dictionary*

**NAME:** TPL COVERAGE END DATE  
035002

**ID NUMBER:**

**DEFINITION:** End date for the TPL coverage type

**ALTERNATE/COBOL NAMES:** R35:35002-TPL-COVAGE-END-DTE

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** RECIPIENT  
9(08)

**FORMAT:**

**EDIT RULES:** Required, Valid Numerical Date **STORAGE TYPE:** C

**DEFAULT:**  
Update

**SOURCE:** All CN/MN Files;  
Forms

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

Reflects the TPL policy, HMO, or Medicare end date associated with the type of coverage as passed from the OIT CN and/or OIT MN files.

Input Format YYYYMMDD

Output Format S9(06) (YYMMDD)

Default Value 999999

**VALUES:**

**DATE ADDED:** 2/11/1990 **DATE MODIFIED:** 10/27/199 **LAST PRR:**

# *NJMMIS Data Element Dictionary*

NAME: TPL COVERAGE TYPE  
090038

ID NUMBER:

**DEFINITION:** Indicates services covered under an insurance policy

**ALTERNATE/COBOL NAMES:** POLICY-SCOPE-COVERAGE-1  
SUP-MAILER-IND

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
X(2)

**FORMAT:**

**EDIT RULES:** Valid Values: Listed Below

**STORAGE TYPE:** C

**DEFAULT:**  
Update

**SOURCE:** Resource File  
Form/Tapes

**SATISFIES HCFA REQUIREMENT(S):** 124 SCOPE OF COVERAGE  
CODE

**DESCRIPTION:**

Reflects the type of insurance coverage provided by the policy.

**VALUES:**

01	Basic Hospital
02	Medical/Surgery
03	Major Medical
04	Medicare Supplemental
05	Drugs
06	Dental
07	Optical
08	Hospital and Medical/Surgical
09	LTC
10	HMO w/Drugs
11	HMO w/out Drugs
12	Outpatient/Hospital
13	Hospital, Medical/Surgical, Major Medical

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14	Hospital, Medical/Surgical, Major Medical, Rx
15	Hosp, Medical/Surgical, Major Medical, Rx, Dental
16	Hosp, Medical/Surgical, Major Medical, Rx, Dental, Optical
17	HMO, Rx, Dental
18	HMO, Rx, Dental, Optical
19	Medicare Part A
20	Medicare Part B
21	Capitated/Non-HMO Plan w/RX
22	Capitated/Non-HMO Plan w/o RX
23	Capitated/Non-HMO Plan w/RX and Dental
24	Capitated/Non-HMO Plan w/RX, Dental and Optical
25	Medicare Supplement w/RX

**DATE ADDED:** 12/1/1989 **DATE MODIFIED:** 4/19/2004 **LAST PRR:** MOD  
4978

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# *NJMMIS Data Element Dictionary*

NAME: TPL DATE ADDED  
090439

ID NUMBER:

**DEFINITION:** Date record was added to the TPL tracking file

**ALTERNATE/COBOL NAMES:** TPLTR-DATE-ADDED

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
X(08)

**FORMAT:**

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:**

**SOURCE:** System Generated

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

System date for when this TPL Tracking record was added to the TPL system.

**VALUES:**

**DATE ADDED:** 12/10/1999 **DATE MODIFIED:** 12/10/1999 **LAST PRR:**CCB 128

# *NJMMIS Data Element Dictionary*

NAME: TPL DATE FINALIZED  
090433

ID NUMBER:

**DEFINITION:** Date a TPL recovery batch was finalized

**ALTERNATE/COBOL NAMES:** TPLPAYMT-DATE-FINALIZED

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
X(08)

**FORMAT:**

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:**

**SOURCE:** System-Generated

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

Date that a batch of recovery payments was finalized for the TPL system.

**VALUES:**

**DATE ADDED:** 12/10/1999 **DATE MODIFIED:** 12/10/1999 **LAST PRR:**CCB 128



# *NJMMIS Data Element Dictionary*

NAME: TPL DATE POSTED  
090435

ID NUMBER:

**DEFINITION:** Date a TPL recovery payment was posted

**ALTERNATE/COBOL NAMES:** TPLPAYMT-DATE-POSTED

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
X(08)

**FORMAT:**

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:**

**SOURCE:** System-Generated

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

Date that a TPL recovery payment was posted to the TPL system.

**VALUES:**

**DATE ADDED:** 12/10/1999 **DATE MODIFIED:** 12/10/1999 **LAST PRR:**CCB 128

# *NJMMIS Data Element Dictionary*

NAME: TPL DEACTIVATION INDICATOR  
030062

ID NUMBER:

**DEFINITION:** Indicates recipient record deleted from State files

**ALTERNATE/COBOL NAMES:** BASE-DEACTIVATION-IND  
TPL-DEACT-IND

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** RECIPIENT  
X(01)

**FORMAT:**

**EDIT RULES:** N/A

**STORAGE TYPE:** C

**DEFAULT:** Space

**SOURCE:** System-Generated

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

Indicator is used to denote that the data on the associated record has been deleted off the State's files, effective with the record's change date. The data will remain on the Recipient History Master File with the Deactivation Indicator set to serve as an audit trail.

Edit and Update Indicator: During CN/MN Edit and Update posting, the Deact Ind will carry the associated segment's action code as supplied by the State or modified by the edit process.

**VALUES:**

BLANK	Data is active
V	Data is deactivated/voided

**DATE ADDED:** 5/14/1991 **DATE MODIFIED:** 5/19/1992 **LAST PRR:**

# *NJMMIS Data Element Dictionary*

NAME: TPL EDIT IND  
030064

ID NUMBER:

**DEFINITION:** Identifies clean or incomplete record from edit to update

**ALTERNATE/COBOL NAMES:** TPL-EDIT-IND

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** RECIPIENT  
X(01)

**FORMAT:**

**EDIT RULES:** Must Be Space or Equal To Z    **STORAGE TYPE:** C

**DEFAULT:** Space

**SOURCE:** System Generated

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

Field is used internally to identify an input record as having passed all basic edits. If a field within the input transaction record is invalid, the Edit Ind for that occurrence in which the erroneous field resides will be set to Z, indicating that the segment is incomplete or did not pass all expected edits; otherwise, it is left blank. The update process will interrogate the Edit Ind field when updating the master record to determine whether or not the record should be made available to the other subsystems. If the record/occurrence coming from the edit program is incomplete, it is flagged as such in the Deactivation Ind field for that record/occurrence with the corresponding value of Z.

**VALUES:**

**DATE ADDED:** 5/31/1991    **DATE MODIFIED:** 5/31/1991    **LAST PRR:**

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# *NJMMIS Data Element Dictionary*

NAME: TPL EMPLOYER ORIG SSN  
090431

ID NUMBER:

**DEFINITION:** Original Recipient SSN on the TPL Employer Update record

**ALTERNATE/COBOL NAMES:** TPLEMPUP-SSN

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
9(09)

**FORMAT:**

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:**

**SOURCE:** State TPL Unit

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

Original Recipient Social Security Number entered through the TPL System and stored on the TPL

Employer Update record. OIT uses this field to identify a recipient. Sent to OIT in the Employer Change File.

**VALUES:**

**DATE ADDED:** 12/10/1999 **DATE MODIFIED:** 12/10/199 **LAST PRR:**CCB 128

# *NJMMIS Data Element Dictionary*

NAME: TPL FLAG  
029753

ID NUMBER:

**DEFINITION:** Request reprint of TPL denial notices

**ALTERNATE/COBOL NAMES:** TPL-FLAG

**SYSTEM:** MMIS/ECPS

**DSS Ind:** Yes

**PRIMARY SUBSYSTEM:** CLAIMS  
X(01)

**FORMAT:**

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:** See Below

**SOURCE:** User

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

If CCF Flag = Y and TPL Flag is Left Blank, will Default to Y.

**VALUES:**

Y	Yes, Reprint Remittance and TPL Denial Notices
N	No, Do Not Reprint TPL Denial Notices (Default)

**DATE ADDED:** 3/15/1993 **DATE MODIFIED:** 5/25/1993 **LAST PRR:**

# *NJMMIS Data Element Dictionary*

NAME: TPL INDICATOR  
020078

ID NUMBER:

**DEFINITION:** Indicates if recipient has information on TPL Resource File

**ALTERNATE/COBOL NAMES:** A-TPL-IND

**SYSTEM:** MMIS

**DSS Ind:** Yes

**PRIMARY SUBSYSTEM:** CLAIMS  
X(1)

**FORMAT:**

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:**

**SOURCE:** NJ2BE060

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

Program NJ2BE060 checks TPL resource indicator on the Recipient Master File.

**VALUES:**

Y

Listed Recipient Has Information On Resource File

N

Listed Recipient Does Not Have Information On Resource File

**DATE ADDED:** 10/16/1990 **DATE MODIFIED:** 4/1/2001 **LAST PRR:**

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# *NJMMIS Data Element Dictionary*

NAME: TPL INDIVIDUAL NUMBER  
030057

ID NUMBER:

**DEFINITION:** 2 digit number identifying specific individual within a case

**ALTERNATE/COBOL NAMES:** INDIVIDUAL NUMBER  
PERSON NUMBER  
TPL-INDIV-NUMB

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** RECIPIENT  
9(02)

**FORMAT:**

**EDIT RULES:** Required, Valid Numerical

**STORAGE TYPE:** C

**DEFAULT:**  
Files

**SOURCE:** All OIT CN and MN

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

Unique person number which, when used with the case number, identifies the recipient. This field is a component of the Recipient ID number.

**VALUES:**

01-04, 06-09	Adult
05	Unborn Child (Medicaid Only, Pregnant Adult, Presumptively Eligible Pregnant Woman)
10-19	Essential Person (Any Age)
20-39	Children Under 21
40-47	Medicaid Special - Siblings Within Family Unit
48	Medicaid Special - Second Individual Residing With 49 In A Marital Relationship
49	Medicaid Special - Single Individual

**DATE ADDED:** 5/7/1990 **DATE MODIFIED:** 11/29/199 **LAST PRR:**

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# *NJMMIS Data Element Dictionary*

NAME: TPL INSURER CODE  
035004

ID NUMBER:

**DEFINITION:** Insurance carrier code

**ALTERNATE/COBOL NAMES:** R06:35004-TPL-EMPL-INS-CDE  
R09:35004-TPL-INS-CDE  
R35-35004-TPL-INS-CDE  
R39-35004-TPL-INS-CDE

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** RECIPIENT  
X(03)

**FORMAT:**

**EDIT RULES:** Must Be Valid Value

**STORAGE TYPE:** C

**DEFAULT:** N/A

**SOURCE:** On-Line Input

**SATISFIES HCFA REQUIREMENT(S):** 113 THIRD PARTY LIABILITY

**DESCRIPTION:**

See Carrier Code (090101). Codes are input from the State via R06FCNEU CN/MN Eligibility

Update File during status conversion. Currently, all modifications or additions are done on-line.

**VALUES:**

**DATE ADDED:** 2/11/1990 **DATE MODIFIED:** 10/27/199 **LAST PRR:**

# *NJMMIS Data Element Dictionary*

NAME: TPL IV-D INDICATOR  
090050

ID NUMBER:

**DEFINITION:** Indicates absent parent coverage

**ALTERNATE/COBOL NAMES:** TPL-IV-D-INDICATOR

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
X(01)

**FORMAT:**

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:**

**SOURCE:** Tape/Update Form

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

Indicates whether absent parent coverage is in effect. On TPL Resource File.

**VALUES:**

Y	Absent parent coverage
BLANK or N	No Absent Parent Coverage

**DATE ADDED:** 6/4/1990 **DATE MODIFIED:** 10/27/199 **LAST PRR:**

# *NJMMIS Data Element Dictionary*

NAME: TPL LAST CHANGE DATE  
030092

ID NUMBER:

**DEFINITION:** Date of last update to TPL data

**ALTERNATE/COBOL NAMES:** TPL-LST-CHG-DTE

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** RECIPIENT  
X(8)

**FORMAT:**

**EDIT RULES:** Required, Valid Date

**STORAGE TYPE:** C

**DEFAULT:** Current System Date  
PAAD

**SOURCE:** All CN/MN Files, All  
Files

**SATISFIES HCFA REQUIREMENT(S):** 224 DATE OF LAST  
TRANSACTION

**DESCRIPTION:**

Last change date associated with TPL data. Changes are from State input files. This field is used for reconciliation processing.

**VALUES:**

**DATE ADDED:** 12/8/1990 **DATE MODIFIED:** 5/28/1991 **LAST PRR:**

# *NJMMIS Data Element Dictionary*

NAME: TPL MATRIX STATUS  
090020

ID NUMBER:

**DEFINITION:** Determines TPL status of claim

**ALTERNATE/COBOL NAMES:** TPL-MATRIX-STATUS

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
X(01)

**FORMAT:**

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:** None

**SOURCE:** State Request

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

Determines status of claim based on category of service and TPL scope of coverage.

**VALUES:**

01	Pay
03	Deny

**DATE ADDED:** 1/21/1992 **DATE MODIFIED:** 10/27/199 **LAST PRR:**

# *NJMMIS Data Element Dictionary*

NAME: TPL NUMBER OF CLAIMS  
090408

ID NUMBER:

**DEFINITION:** Summary record claim count

**ALTERNATE/COBOL NAMES:** TPLTR:NUMBER-OF-CLAIMS

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
9(5)

**FORMAT:**

**EDIT RULES:** Numeric

**STORAGE TYPE:** P

**DEFAULT:**

**SOURCE:** System Generated

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

**VALUES:**

**DATE ADDED:** 4/13/1990 **DATE MODIFIED:** 4/6/1992 **LAST PRR:**

# *NJMMIS Data Element Dictionary*

**NAME:** TPL OCCURRENCE COUNTER  
031022

**ID NUMBER:**

**DEFINITION:** Accumulation of TPL occurrences

**ALTERNATE/COBOL NAMES:** TPL-OCCURS-CNT

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** RECIPIENT  
9(02)

**FORMAT:**

**EDIT RULES:** N/A

**STORAGE TYPE:** C

**DEFAULT:** Zeros

**SOURCE:** System-Generated

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

**VALUES:**

**DATE ADDED:** 5/7/1991 **DATE MODIFIED:** 5/7/1991 **LAST PRR:**

# *NJMMIS Data Element Dictionary*

NAME: TPL ORIG INSURER CODE  
090090

ID NUMBER:

**DEFINITION:** First or original number/code associated with this insurer

**ALTERNATE/COBOL NAMES:** ORIGINAL INSURER CODE  
ORIG-INSUROR-CODE, ORG CODE

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
X(3)

**FORMAT:**

**EDIT RULES:** Must Be Numeric, Range of  
001 thru 099

**STORAGE TYPE:** C

**DEFAULT:** Space

**SOURCE:** On-Line Entry

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

When present, identifies a previously used Insurer ID Number referencing the insurer record.

**VALUES:**

001-099

**DATE ADDED:** 5/27/1993 **DATE MODIFIED:** 12/7/1993 **LAST PRR:**

# *NJMMIS Data Element Dictionary*

NAME: TPL PART A SOURCE IND  
090442

ID NUMBER:

**DEFINITION:** Identifies the Source of update Part A information

**ALTERNATE/COBOL NAMES:** PART-A-SOURCE-ID

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
X(04)

**FORMAT:**

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:**

**SOURCE:** On-Line/Batch

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

The PART A SOURCE ID is used to identify a source of update for Part A Information

**VALUES:**

**DATE ADDED:** 06/07/06    **DATE MODIFIED:** 06/07/06    **LAST PRR:** Phase  
II TPL  
Enhancement  
CCB  
228



# *NJMMIS Data Element Dictionary*

NAME: TPL PART B SOURCE IND  
090443

ID NUMBER:

**DEFINITION:** Identifies the Source of update Part B information

**ALTERNATE/COBOL NAMES:** PART-B-SOURCE-ID

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
X(04)

**FORMAT:**

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:**

**SOURCE:** On-Line/Batch

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

The PART B SOURCE ID is used to identify a source of update for Part B Information

**VALUES:**

**DATE ADDED:** 06/07/06    **DATE MODIFIED:** 06/07/06    **LAST PRR:** Phase  
II TPL  
Enhancement  
CCB  
228

# *NJMMIS Data Element Dictionary*

NAME: TPL PAYMENT OF PREMIUM  
090452

ID NUMBER:

**DEFINITION:** Identifies the Payment of Premium Indicate that is used for a Claim Processing

**ALTERNATE/COBOL NAMES:** POP-IND

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
X(01)

**FORMAT:**

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:**

**SOURCE:** Batch

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

The TPL PAYMENT OF PREMIUM is used for Claim Processing

**VALUES:**

**DATE ADDED:** 06/07/06    **DATE MODIFIED:** 06/07/06    **LAST PRR:** Phase II TPL Enhancement CCB 228t

# *NJMMIS Data Element Dictionary*

NAME: TPL POLICY SOURCE ID  
090444

ID NUMBER:

**DEFINITION:** Identifies the Source of update for Policy Information on TPL Resource Master File

**ALTERNATE/COBOL NAMES:** POLICY-SOURCE-ID

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
X(04)

**FORMAT:**

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:**

**SOURCE:** On-Line/Batch

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

The POLICY SOURCE ID is used to identify a source of update for Policy Information on TPL Resource Master File

**VALUES:**

**DATE ADDED:** 06/07/06    **DATE MODIFIED:** 06/07/06    **LAST PRR:** Phase II TPL Enhancement CCB 228

# *NJMMIS Data Element Dictionary*

NAME: TPL POS CLAIM COUNT  
063002

ID NUMBER:

**DEFINITION:** Number of clams that fall under a given other coverage code

**ALTERNATE/COBOL NAMES:** M89:CLAIM-CNT

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** MARS  
S9(11)

**FORMAT:** PIC

**EDIT RULES:**

**STORAGE TYPE:** P

**DEFAULT:**

**SOURCE:** System Generated

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

Any Integer

**VALUES:**

**DATE ADDED:** 3/23/1999 **DATE MODIFIED:** 3/23/1999 **LAST PRR:**CCB 136

# *NJMMIS Data Element Dictionary*

NAME: TPL POTENTIAL DISABLE  
020077

ID NUMBER:

**DEFINITION:** Potential disability indicated by diagnosis/procedure

**ALTERNATE/COBOL NAMES:** TPL-POTENTIAL-DISABLE

**SYSTEM:** MMIS/ECPS

**DSS Ind:** Yes

**PRIMARY SUBSYSTEM:** CLAIMS  
X(1)

**FORMAT:**

**EDIT RULES:** System Assigned

**STORAGE TYPE:** C

**DEFAULT:**

**SOURCE:** System-Assigned

**SATISFIES HCFA REQUIREMENT(S):** 385 THIRD PARTY FOLLOW-UP  
FLAG

**DESCRIPTION:**

Indicates Potential Disability resulting from renal dialysis treatments possibly billable to Medicare.

**VALUES:**

**DATE ADDED:** 2/12/1990 **DATE MODIFIED:** 10/27/199 **LAST PRR:**

# *NJMMIS Data Element Dictionary*

NAME: TPL RECIPIENT ID NUMBER  
030089

ID NUMBER:

**DEFINITION:** Recipient ID number associated with TPL eligibility

**ALTERNATE/COBOL NAMES:** TPL-RECIP-ID

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** RECIPIENT  
X(12)

**FORMAT:**

**EDIT RULES:** N/A

**STORAGE TYPE:** C

**DEFAULT:**

**SOURCE:** Currently Not Used

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

Refer to Recipient ID number.

**VALUES:**

**DATE ADDED:** 6/5/1990 **DATE MODIFIED:** 6/5/1990 **LAST PRR:**

# *NJMMIS Data Element Dictionary*

NAME: TPL RECIPIENT NAME CONTROL  
090440

ID NUMBER:

**DEFINITION:** First four characters of recipient's last name on Employer  
Change  
record

**ALTERNATE/COBOL NAMES:** TPLEMPCH-NCTL

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
X(04)

**FORMAT:**

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:**

**SOURCE:** System-Generated

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

First four characters of the recipient's last name. Sent to the State on the Employer  
Change  
record as a cross-check to make sure the State is updating the correct PAAD recipient  
record.

**VALUES:**

**DATE ADDED:** 12/10/1999 **DATE MODIFIED:** 12/10/199 **LAST PRR:**CCB 128

# *NJMMIS Data Element Dictionary*

NAME: TPL RECIPIENT TYPE IND  
090140

ID NUMBER:

**DEFINITION:** Indicates if recipient is a PAAD or Senior Gold recipient type

**ALTERNATE/COBOL NAMES:** TPLEMPUP:PAADGOLD-IND

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
X(01)

**FORMAT:**

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:**  
Employer Update

**SOURCE:** PAAD/Gold  
Screen

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

On TPL Employer Code Update File.

**VALUES:**

G	Senior Gold Recipient
P	PAAD Recipient

**DATE ADDED:** 5/24/2001 **DATE MODIFIED:** 5/24/2001 **LAST PRR:**CCB 212



# *NJMMIS Data Element Dictionary*

NAME: TPL RECORD NUMBER  
032253

ID NUMBER:

**DEFINITION:** Sequence number used internally in Recipient files

**ALTERNATE/COBOL NAMES:** TPL-RECORD-NUMBER

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** RECIPIENT  
9(03)

**FORMAT:**

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:**

**SOURCE:** OIT MN Files

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

Internal number used to sequence update records by TPL begin date.

**VALUES:**

**DATE ADDED:** 5/8/1991 **DATE MODIFIED:** 5/8/1991 **LAST PRR:**

# *NJMMIS Data Element Dictionary*

NAME: TPL SOURCE OF LAST CHANGE  
030095

ID NUMBER:

**DEFINITION:** Identifies the source from which the update was obtained

**ALTERNATE/COBOL NAMES:** TPL-SOURCE-LAST-CHANGE

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** RECIPIENT  
X(02)

**FORMAT:**

**EDIT RULES:** N/A

**STORAGE TYPE:** C

**DEFAULT:**

**SOURCE:** System-Generated

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

Field is used to identify last source of update.

**VALUES:**

CN	Categorically Needy Files
MN	Medically Needy Files
PA	PAAD Files

**DATE ADDED:** 5/7/1991 **DATE MODIFIED:** 5/7/1991 **LAST PRR:**

# *NJMMIS Data Element Dictionary*

NAME: TPL SOURCE OF UPDATE  
090041

ID NUMBER:

**DEFINITION:** Person or source file associated with an update

**ALTERNATE/COBOL NAMES:** EMPLOYER-SOURCE  
INSUROR:SOURCE  
R35-32242-SOURCE-OF-LAST-CHG  
SOURCE-OF-UPDATE

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
X(4)

**FORMAT:**

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:**

**SOURCE:** Update  
Form/Tape/System-

Generate

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

On-line User ID or source file for update of specific TPL file.

**VALUES:**

PAAD  
GOLD  
OTIS  
AP95  
CN  
CR  
CA  
AB  
SC  
MN  
MR

*Tuesday, July 06, 2004*

MA  
SM

**DATE ADDED:** 3/26/1990 **DATE MODIFIED:** 5/24/2001 **LAST PRR:**CCB 212

d

*Tuesday, July 06, 2004*

# *NJMMIS Data Element Dictionary*

NAME: TPL TRACKING IND  
090415

ID NUMBER:

**DEFINITION:** Identifies recovery activities performed by prime

**ALTERNATE/COBOL NAMES:** TPLMEDTU-IND  
TPLPADTU-IND

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
X(2)

**FORMAT:**

**EDIT RULES:** Valid Values Listed Below

**STORAGE TYPE:** C

**DEFAULT:**

**SOURCE:** Prime Update Tape

**SATISFIES HCFA REQUIREMENT(S):** 385 THIRD PARTY FOLLOW-UP  
FLAG

**DESCRIPTION:**

On TPL Medicaid Tracking Update File and TPL PAAD Update Tracking File. These files are no longer used, since this function was replaced by the on-line recovery process. Therefore, this field is obsolete.

**VALUES:**

01	On Tracking File, Sending Recovery Money
02	On Tracking File, No Recovery
03	Accreted By Prime, Sending Recovery Money
04	Accreted By Prime, No Recovery

**DATE ADDED:** 6/13/1990 **DATE MODIFIED:** 12/10/199 **LAST PRR:**CCB 128

# *NJMMIS Data Element Dictionary*

NAME: TPL UB82 CODE  
090091

ID NUMBER:

**DEFINITION:** Code identifying Medicare, Medicaid and UB82 or UB92 Payor ID

**ALTERNATE/COBOL NAMES:** INSUROR:UB82CDE  
UB82 PAYOR CODE  
UB82-CODE

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
X(3)

**FORMAT:**

**EDIT RULES:** Must Be Numeric

**STORAGE TYPE:** C

**DEFAULT:** Space

**SOURCE:** On-Line Entry

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

On TPL Insurer File

Payor identifier for Medicare, Medicaid and UB92 Payor IDs. See DED Tables Section for valid values.

**VALUES:**

**DATE ADDED:** 5/27/1993 **DATE MODIFIED:** 5/28/1993 **LAST PRR:**

# *NJMMIS Data Element Dictionary*

NAME: TPL USERID FINALIZED  
090432

ID NUMBER:

**DEFINITION:** Identifies the individual who finalized a TPL recovery payment batch

**ALTERNATE/COBOL NAMES:** TPLPAYMT-USERID-FINALIZED

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
X(07)

**FORMAT:**

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:**  
Operator

**SOURCE:** State TPL Unit

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

User ID of the person that finalized the batch of TPL recovery payments.

**VALUES:**

**DATE ADDED:** 12/10/1999 **DATE MODIFIED:** 12/10/199 **LAST PRR:**CCB 128

# *NJMMIS Data Element Dictionary*

NAME: TPL USERID POSTED  
090434

ID NUMBER:

**DEFINITION:** Identifies the individual who posted a TPL recovery payment record

**ALTERNATE/COBOL NAMES:** TPLLPAYMT-USERID-POSTED

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
X(07)

**FORMAT:**

**EDIT RULES:**

**STORAGE TYPE:** C

**DEFAULT:**  
Operator

**SOURCE:** State TPL Unit

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

User ID of the person that posted a payment to the TPL system.

**VALUES:**

**DATE ADDED:** 12/10/1999 **DATE MODIFIED:** 12/10/199 **LAST PRR:**CCB 128



# *NJMMIS Data Element Dictionary*

NAME: TPL VERIFICATION INDIC  
090032

ID NUMBER:

**DEFINITION:** Identifies positive TPL coverage

**ALTERNATE/COBOL NAMES:** OLD TPL VERIFICATION INDIC  
POLICY-VERIFICATION-IND

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** TPL  
X(1)

**FORMAT:**

**EDIT RULES:** Valid Values Listed Below

**STORAGE TYPE:** C

**DEFAULT:** Blank  
Forms/Tapes

**SOURCE:** TPL Update

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

Indicates that current or former TPL coverage was verified.

**VALUES:**

BLANK or N	Coverage Not Verified
Y	Coverage Verified

**DATE ADDED:** 1/18/1990 **DATE MODIFIED:** 3/3/1998 **LAST PRR:**

# *NJMMIS Data Element Dictionary*

NAME: TPL-POS REPORT INDICATOR  
063001

ID NUMBER:

**DEFINITION:** Indicates what report a claim applies to in the NJ6BD350 program

**ALTERNATE/COBOL NAMES:** M89:REPT-IND

**SYSTEM:** MMIS

**DSS Ind:** No

**PRIMARY SUBSYSTEM:** MARS  
9(01)

**FORMAT:** PIC

**EDIT RULES:**

**STORAGE TYPE:**

**DEFAULT:**

**SOURCE:** System Generated in  
NJ6BC100

**SATISFIES HCFA REQUIREMENT(S):**

**DESCRIPTION:**

**VALUES:**

1	TOTALS for D6350 REPORTS
2	TOTALS FOR D6355 REPORTS
3	D6350R05 REPORT
4	D6355R05 REPORT
5	D6350R10 REPORT
6	D6355R10 REPORT
7	TOTALS FOR D6356 REPORTS
8	D6356R05 REPORT
9	D6356R10 REPORT

**DATE ADDED:** 3/23/1999 **DATE MODIFIED:** 6/15/2001 **LAST PRR:**CCB 212

*Tuesday, July 06, 2004*

## ATTACHMENT 8

The resumes should be formatted as depicted below.

### Resume Format

Name:

Present Title:

Role for this Project: *Proposed role for the subject contract.*

Experience Summary: *Types of experience the proposed staff has that are applicable to the proposed project, e.g., requirements analysis, project management, training, conversion planning, etc. For each type of experience, the number of years of said experience must be identified.*

Job A:

Employed from (month/year) to (month/year):

Title:

Employer name, phone number, fax number and/or e-mail address:

Employer address:

Specific Project A:

Customer name:

Current telephone number, fax number and/or e-mail address:

Brief project description:

Time period individual assigned to project:

Percentage of time on specific project (based on full days, five days per week):

*Continue with Projects B, C, etc., as needed.*

*Continue with Jobs B, C, etc., as needed.*

Educational Background

School name (post-secondary education):

Location:

Type and date of degree received:

Specialized Training

Type of training and dates attended (months/year):

References:

*Provide the following information for each of two (2) references.*

Name:

Position:

Current telephone number, fax number and/or e-mail address:

Relationship:

**NEW JERSEY SFY08 FAMILYCARE CAPCODES AND CAPITATION RATES**

**July 1, 2007 - June 30, 2008**

**ATTACHMENT 9**

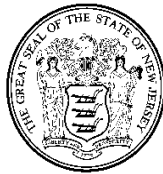
PROGRAM CHARACTERISTICS					DEMOGRAPHIC CELLS				CAPITATION RATES			
	PROGRAM STATUS	PLAN TYPE	DDD	AIDS	AGE	SEX	CAP CODE STEM	REGION CODE	STATEWIDE	NORTHERN	CENTRAL	SOUTHERN
<b>DEMOGRAPHIC CELLS</b>												
<b>AFDC/DYFS/NJCC/NJCPW/KidCare A/PSC380 CHILDREN WITHOUT MEDICARE</b>												
1	a) AFDC - 310-330, 410-440, 451-470 (All Age Groups)	A	n/a	n/a	newborn <sup>1</sup>	n/a	103	R1,R2,R3	n/a	\$ 0.00	\$ 0.00	\$ 0.00
2	b) NJ Care Pregnant Women - 490-492, 499 (All Age Groups)	A	No	No	<2 years	n/a	125	R1,R2,R3	n/a	\$ 243.72	\$ 256.79	\$ 253.79
3	c) NJ Care Children PSC 480 - 483 (<21 Yrs. Of Age)	A	No	No	2-20.99	n/a	143	R1,R2,R3	n/a	\$ 111.70	\$ 100.69	\$ 115.15
4	d) NJ KidCare A 484-485 (<21 Yrs. Of Age)	A	No	No	21-44.99	fem	171	R1,R2,R3	n/a	\$ 332.62	\$ 301.26	\$ 360.57
5	e) PSC380 & PSC450 children (<21 yrs of age)	A	No	No	21-44.99	male	172	R1,R2,R3	n/a	\$ 238.72	\$ 167.27	\$ 210.18
6	f) DYFS w/o Medicare 600, 620, 630	A	No	No	45+	n/a	183	R1,R2,R3	n/a	\$ 430.38	\$ 486.67	\$ 481.00
7	AFDC / DYFS / NJCC / NJCPW / KidCare A / PSC380 & PSC450 children	A	No	Yes	n/a	n/a	274	99	\$ 729.59	n/a	n/a	n/a
8	AFDC / DYFS / NJCPW / Kcare A (includes 640 for DDD) <sup>2</sup>	A	Yes	No	n/a	n/a	473	99	\$ 704.80	n/a	n/a	n/a
9	AFDC / DYFS / NJCPW / Kcare A (includes 640 for DDD) <sup>2</sup>	A	Yes	Yes	n/a	n/a	474	99	\$ 790.50	n/a	n/a	n/a
<b>ABD WITH MEDICARE AND OTHER DUAL ELIGIBLES<sup>10</sup></b>												
10	Aged With Medicare - 110, 120, 130, 190	A	No	No	65+	n/a	711	R1,R2,R3	n/a	\$ 158.82	\$ 158.07	\$ 128.43
11	Blind or Disabled Clients With Medicare - 510, 520, 530, 590-594, 210, 220, 230	A	No	No	<45	n/a	813	R1,R2,R3	n/a	\$ 124.18	\$ 142.03	\$ 114.68
12	290-294 or Dual Clients from lines 2-5 as age < 45, and line 6 as 45+	A	No	No	45+	n/a	823	R1,R2,R3	n/a	\$ 184.79	\$ 195.56	\$ 160.19
13	PSC 380 Adult clients with Medicare from lines 34 - 36	D	n/a	no	n/a	n/a	863	R1,R2,R3	n/a	\$ 124.18	\$ 142.03	\$ 114.68
14	ABD With Medicare Clients and Dual Clients from lines 7 and 37	A	No	Yes	n/a	n/a	284	99	\$ 287.39	n/a	n/a	n/a
15	ABD With Medicare (including <sup>2</sup> 140, 240, 540 for DDD) and Duals from lines 8	A	Yes	No	n/a	n/a	483	99	\$ 106.21	n/a	n/a	n/a
16	ABD With Medicare (including <sup>2</sup> 140, 240, 540 for DDD) and Duals from lines 9	A	Yes	Yes	n/a	n/a	484	99	\$ 321.33	n/a	n/a	n/a
<b>RISK ADJUSTED RATE GROUPS</b>												
<b>ABD WITHOUT MEDICARE</b>												
17	B/D with or w/o Medicare - Newborn - 2xx, 5xx	A	n/a	n/a	newborn <sup>1</sup>	n/a	803	99	\$ 0.00	n/a	n/a	n/a
18	Aged Without Medicare <sup>3 &amp; 8</sup> - 110, 120, 130, 190	A	No	n/a	n/a	n/a	710	99	\$ 575.31	n/a	n/a	n/a
19	Aged Without Medicare <sup>3 &amp; 8</sup> - 110, 120, 130, 190, (140 with DDD) <sup>2</sup>	A	Yes	n/a	n/a	n/a	493	99	\$ 636.21	n/a	n/a	n/a
20	Blind or Disabled Without Medicare <sup>3 &amp; 8</sup> - 510, 520, 530, 590-594	A	No	n/a	n/a	n/a	810	99	\$ 575.31	n/a	n/a	n/a
21	210, 220, 230, 290 - 294, (240, 540 with DDD) <sup>2</sup>	A	Yes	n/a	n/a	n/a	493	99	\$ 636.21	n/a	n/a	n/a
22	DYFS Client with Blind or Disabled Without Medicare Eligibility <sup>3, 8, and 9</sup>	A	No	n/a	n/a	n/a	812	99	\$ 575.31	n/a	n/a	n/a
23		A	Yes	n/a	n/a	n/a	494	99	\$ 636.21	n/a	n/a	n/a

# NEW JERSEY SFY08 FAMILYCARE CAPCODES AND CAPITATION RATES

July 1, 2007 - June 30, 2008

PROGRAM CHARACTERISTICS				DEMOGRAPHIC CELLS				CAPITATION RATES							
PROGRAM STATUS				PLAN TYPE	DDD	AIDS	AGE	SEX	CAP CODE	REGION CODE	STATEWID	NORTHERN	CENTRAL	SOUTHERN	
<b>DEMOGRAPHIC CELLS</b>															
<b>FAMILYCARE CHILDREN</b>															
24	NJ KidCare B&C 486-488			B/C	n/a	n/a	newborn <sup>1</sup>	n/a	603	99	\$ 0.00	n/a	n/a	n/a	
25	NJ KidCare B&C 486-488			B/C	No	No	<2 years	n/a	625	99	\$ 191.70	n/a	n/a	n/a	
26	NJ KidCare B&C 486-488			B/C	No	No	2-18.99	n/a	633	99	\$ 109.02	n/a	n/a	n/a	
27	NJ KidCare B&C 486-488			B/C	No	Yes	n/a	n/a	274	99	\$ 729.59	n/a	n/a	n/a	
28	NJ KidCare B&C 486-488			B/C	Yes	No	n/a	n/a	473	99	\$ 704.80	n/a	n/a	n/a	
29	NJ KidCare B&C 486-488			B/C	Yes	Yes	n/a	n/a	474	99	\$ 790.50	n/a	n/a	n/a	
30	NJ KidCare D 493-495			D	n/a	n/a	newborn <sup>1</sup>	n/a	903	99	\$ 0.00	n/a	n/a	n/a	
31	NJ KidCare D 493-495			D	n/a	No	<2 years	n/a	925	99	\$ 215.94	n/a	n/a	n/a	
32	NJ KidCare D 493-495			D	n/a	No	2-18.99	n/a	933	99	\$ 91.25	n/a	n/a	n/a	
33	NJ KidCare D 493-495			D	n/a	Yes	n/a	n/a	276	99	\$ 729.59	n/a	n/a	n/a	
<b>FAMILYCARE PARENTS / ADULTS W/O CHILDREN / RESTRICTED ALIEN ADULTS</b>															
34	PARENTS: PSC380 - (<134%) & Age >20; PSC497- (0-150%); PSC498 - (151-200%) HANJ PARENTS: PSC 300 - (<150%); PSC301- (151-250%) ADULTS W/O CHILDREN: PSC763 - (<100%); HANJ PSC 700 & 701 - (<250%) RESTRICTED ALIENS <sup>11</sup> - PARENTS & ADULTS: All PSCs (<250%)			D	n/a	No	< 45	fem	561	99	\$ 205.90	n/a	n/a	n/a	
35				D	n/a	No	< 45	male	562	99	\$ 132.07	n/a	n/a	n/a	n/a
36				D	n/a	No	45+	n/a	573	99	\$ 308.02	n/a	n/a	n/a	n/a
37				D	n/a	Yes	n/a	n/a	276	99	\$ 729.59	n/a	n/a	n/a	n/a
<b>MATERNITY AND NEWBORN REIMBURSEMENT</b>															
38	All Managed Care Clients. <sup>6</sup>			A - D	n/a	n/a	n/a	fem	n/a	R1,R2,R3	n/a	\$ 10,038.84	\$ 10,648.42	\$ 10,619.93	

- 1) The Newborn period defined as first 60 days after birth plus the period to the end of month in which the 60th day falls. Expenses during this period are reimbursed thru the Maternity Payment. Therefore capitation rate is \$0.00.
- 2) Clients of DDD may have additional PSC of 140, 240 & 540 and be eligible for Managed Care. These DDD beneficiaries (100% State share) are not institutionalized as are non-DDD clients with these Program Status Codes.
- 3) Aged, Blind and Disabled without Medicare, non-DDD and DDD have the same base capitation rate but will maintain different Cap Codes.
- 4) All DDD Clients in Plans A, B, and C except Aged, Blind and Disabled beneficiaries have the same Cap Code. There are no DDD special Mental Health services for Plan D clients.
- 5) All Plan A-C non-ABD Enrollees with AIDS who are Non-DDD (for whom DDD is not applicable) have the same Cap Code. Plan D clients have a separate capcode but share the same cap rate.
- 6) Maternity payments are paid outside the capitation rate and represent re-imbursement for all costs associated with delivery and the first 60+ days of the Newborn's life.
- 7) AIDS drugs and certain blood clotting products expenses incurred by HMOs are reimbursed at the lesser of State cost or AWP minus 10%.
- 8) The base rate for ABD w/o Medicare who are DDD have a capitation rate split into Physical Health \$575.31 and Behavioral Health \$60.90 components, but is presented here as a combined rate of \$636.21. Only the Physical Health component is risk adjusted.
- 9) DYFS Clients who have eligibility status as Blind or Disabled w/o Medicare have a special Cap Code for identification. The base capitation is the same as other similar Blind or Disabled eligibles.
- 10) Cap codes for dual eligibles include all clients with Medicare including the ABDs with Medicare.
- 11) Restricted Alien Adults and Parents classification (SPC = 40) in this rate group are all clients with PSC 497, 498, 763 and clients with Age > 20 for PSC 310 - 330, 380, 410 - 470.
- 12) Lines 1-6 and 34-37 Program Status categories are not line specific for the rates but describes the program Status grouping for the entire rate breakout.



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. Box 230  
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
*Governor*

BRADLEY I. ABELOW  
*State Treasurer*

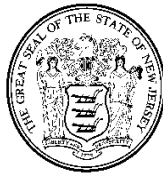
**To:** All Interested Bidders  
**Date:** June 28, 2007

**Re: RFP #: 08-X-39646**  
**Third Party Liability Recovery Services, DHS, DMAHS**  
Bid Due Date: **August 16, 2007** (2:00 p.m.)

## **ADDENDUM #1**

The following constitutes Addendum #1 to the above referenced solicitation.

**This addendum is issued to advise potential bidders that a newspaper advertisement for this Request for Proposal (RFP), dated June 4, 2007, provided dates that conflicted with the dates noted on the cover page of this RFP. A second newspaper advertisement, dated June 28, 2007 and the cover page of this RFP specify the correct dates for Bidder's Electronic Question Due Date, Optional Pre-Bid Conference and Bid Submission Due Date.**



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. Box 230  
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
*Governor*

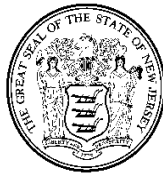
BRADLEY I. ABELow  
*State Treasurer*

**To:** All Interested Bidders  
**Date:** July 30, 2007

**Re: RFP #: 08-X-39646**  
**Third Party Liability Recovery Services, DHS, DMAHS**  
Bid Due Date: **August 30, 2007** (2:00 p.m.)

## **ADDENDUM #2**

**NOTE: The Bid Opening Date for Solicitation 08-X-39646 has been changed to Thursday, August 30, 2007 at 2:00 p.m.**



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. Box 230  
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
*Governor*

BRADLEY I. ABELow  
*State Treasurer*

**To:** All Interested Bidders  
**Date:** July 30, 2007

**Re: RFP #: 08-X-39646**  
**Third Party Liability Recovery Services, DHS, DMAHS**  
Bid Due Date: **August 30, 2007** (2:00 p.m.)

## **ADDENDUM #3**

The following constitutes Addendum #3 to the above referenced solicitation. This addendum is divided into the following parts:

### **Part 1: Answers to questions.**

NOTE: Several of the questions have been combined to eliminate redundancy. Other questions have been edited and/or paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

### **Part 2: Additions, deletions, clarifications and modifications to the RFP**

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.



**PART 1**  
**Third Party Liability Recovery Services, DHS, DMAHS**  
**RFP #: 08-X-39646**

**Answers to Questions**

#	Page #	RFP Section Reference	Question	Answer
1.	7	1.2	<p>Regarding the second bullet in the list of TPL identification processes ("The State seeks to enforce court-ordered child and medical support from non-custodial parents and to identify when such support should be so given")--Does this include Medicaid and Non-Medicaid cases?</p> <p>Also, which of the Price Schedule 1 group/lines covers these tasks?</p>	<p>This includes all NJ FamilyCare cases, including Medicaid cases. Payment for non-NJ FamilyCare cases cannot be funded by NJ FamilyCare programs. The Division of Family Development has a contractor performing work on the National Medical Support Notices.</p> <p>Typically Group A, however coverage from non-custodial parents may be identified via other means such as listed in Groups G and H.</p>
2.	18	3.3.1	<p>What is the cost of a license for a contractor to access the Shared Data Warehouse?</p> <p>Also, does the Shared Data Warehouse allow Remote Access, i.e., access outside of the State Quakerbridge Plaza Network?</p>	<p>Approximately \$1,000, plus a potential annual maintenance fee of approximately \$200. This may be reduced if internet access is developed.</p> <p>Yes, it is possible to access remotely. The logistics and policies would have to be determined.</p>
3.	18	3.3.1	<p>How can the contractor access the State's Network?</p> <p>Is there dedicated contractor space within the State's Quakerbridge Plaza Complex for this contract?</p>	<p>The Shared Data Warehouse may be accessed via dedicated line from a remote location. The contractor shall pay for the dedicated line and associated costs.</p> <p>The current contractor occupies a small area provided by the State in the Quakerbridge Plaza Complex. It is uncertain if this area will be available for the subsequent contractor(s).</p>
4.	19	3.3.5	<p>Can the State provide its Data Security requirements so that vendors can ensure compliance, and a proper firewall rule set?</p>	<p>These standards can be found within the document, "<i>Distributed Information Technology Architecture 2006 – 2007</i>" that is available for review at the following url: <a href="http://home.dhs.state.nj.us/">http://home.dhs.state.nj.us/</a> under the heading "<i>Design and Architecture.</i>"</p>
5.	20	3.4.2.1	<p>What are the ten (10) most common foreign languages spoken by New Jersey Medicaid clients?</p>	<p>This information is unavailable. For callers requiring communication in a language other than English or Spanish, the contractor shall provide access to a translation service in accordance with Section 3.4.2.1 of the RFP.</p>

#	Page #	RFP Section Reference	Question	Answer
6.	21	3.5	<p>What work does the State anticipate contractors performing on Skilled Nursing Facility (SNF) Claim Type "02"?</p> <p>Are SNF facilities included in the onsite audit scope of work?</p>	<p>Other than the billing of insurance companies, there is no contractor work being performed on Claim Type 02.</p> <p>These services are not currently required within the RFP although this may change at the discretion of the Department of Health and Senior Services.</p>
7.	21	3.5.1	<p>Will the contractor be authorized to pursue Medicare Part D recovery for the PAAD program? Will the contractor be authorized to perform a revenue maximization project comparing PAAD Drug Rebate with Medicare Part D recovery?</p>	<p>This has yet to be determined. The State will consider contractor developed proposals that involve new sources or methods of identifying and verifying TPL in accordance with Section 3.5.3 of the RFP.</p>
8.	21	3.5 L	<p>Does the State currently perform matches with the New Jersey Superior Court, Federal Court or the Motor Vehicle Commission?</p> <p>What is the State's responsibility for facilitating these matches?</p>	<p>Yes, although these matches yield uncertain results, due to incomplete demographic information rather than precise data, such as Social Security Numbers and addresses. As a result, a pilot project with New Jersey Superior Court records yielded few results. The Federal Court recently implemented an electronic case filing system that is available for matching, with the same limitations. For Motor Vehicle Commission matching, see below.</p> <p>The State will assist the contractor in obtaining the files and facilitate the matching process with the contractor's technical assistance.</p>
9.	21	3.5 L	<p>If the State currently performs a Division of Motor Vehicle match, will the State be performing the match and providing the output to the contractor, or will the contractor be responsible for implementing the match?</p>	<p>The State has not been able to implement this match due to security concerns and has approval from CMS not to pursue it. Because of the security concerns, if this match ever is implemented it would most likely be performed by the State.</p>
10.	22	3.5 P	<p>Will the contractor be authorized to identify and accrete Medicare coverage to the TPL resource file to assist the State to perform cost avoidance?</p>	<p>The contractor may be asked to supplement the State's work in this area. The State will consider contractor developed proposals that involve new sources or methods of identifying and verifying TPL in accordance with Section 3.5.3 of the RFP.</p>
11.	22	3.5 P 3.5 V	<p>Can the State provide the probability of it authorizing the contractor to perform estate recovery and State-identified tort recovery?</p>	<p>While these services are not currently required, there is a 5 percent (%) probability that they may be required during the term of the contract(s) resulting from this RFP.</p>

#	Page #	RFP Section Reference	Question	Answer
12.	22 24 25 25	3.5.2 3.6.5 3.6.8 3.6.9	<p>How is the non-duplication of effort ensured between the State-identified and contractor-identified?</p> <p>Is the contractor required to have one lockbox for all projects, or is there an instance where the State may require more than one lockbox?</p> <p>Please clarify the State's intention for this requirement. What provisions are made to compensate contractors for work performed to identify these suspicious and abusive billings, given that State may halt further activity and prohibit vendor recovery efforts?</p>	<p>The contractor's work must follow the State's work, either temporally or by netting out the State's work from the contractor's work after-the-fact.</p> <p>The contractor shall have just one lockbox; however, it must be noted that there will be recoveries on behalf of both federally matched and State only funded programs and these recoveries must be transferred into source accounts in a timely manner that will be determined by the State Contract Manager and the contractor(s).</p> <p>The contractor's recovery activities, upon the State's review, may have to be suspended pending criminal investigation. Ultimately, the contractor will be compensated for the identification and recovery of the civil portion of such recoveries. Most TPL recovery cases of this type can be continued apart from criminal investigation.</p>
13.	24 25	3.6.8 3.6.9	Can the contractor administer its own Trauma Mailer Project independent of the Fiscal Agents work?	Yes, with the State Contract Manager's approval; however, the State's identifications must be netted out of the contractor's identifications, regardless of the recovery methodology.
14.	25	3.7	What is the purpose of defining "Gross Error?" Is there special corrective action or ramifications relative to other errors?	To provide examples of errors that may indicate programmatic carelessness or evidence of a pronounced lack of internal monitoring. If there is a high incidence of gross error, the State may seek another contractor.
15.	26	3.8.4	Is the State entertaining proposals to significantly supplement or take over the payment of premium and/or premium support functions?	This has yet to be determined. The State will consider contractor developed proposals that involve new sources or methods of identifying and verifying TPL in accordance with Section 3.5.3 of the RFP.
16.	27	3.8.5	<p>Can the State describe the fiscal and programmatic impacts of the implementation of Medicare Part D benefits as it relates to the scope of work?</p> <p>Is the State entertaining proposals to manage, supplement, and enhance Drug Rebate processes?</p>	<p>The State "wraps around" both the Medicare Part D payment and formulary and continues to evaluate the fiscal and programmatic impacts of this protocol. As a result, there is likely to be ongoing reconciliation of NJ FamilyCare and Medicare Part D benefits performed by the contractor.</p> <p>The State will consider contractor developed proposals that involve new sources or methods of identifying and verifying TPL in accordance with Section 3.5.3 of the RFP.</p>

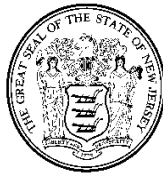
#	Page #	RFP Section Reference	Question	Answer
17.	28	4.3	For the editable and "writable" PDF file format of the bidder's proposal, will the State permit editable versions in Microsoft Word instead?	No.
18.	28	4.3	May bidders submit both electronic versions requested on the same CD?	Yes.
19.	31	4.4.4	May bidders utilize fonts slightly smaller than 12 point for non-narrative proposal elements such as exhibits, graphs, tables, flowcharts, Gantt/PERT charts, etc., as long as they are readable?	Yes.
20.	31	4.4.4	Does the State require a full copy of a bidder's Disaster Recovery Plan to be submitted with the proposal? If not, what level of detail does the State require?	This section of the RFP requires a bidder to submit its Disaster Recovery Plan. A bidder should use its own discretion in determining the size and level of detail of such plans.
21.	51-76	Price Schedules	<p>Please confirm that a bidder may bid different prices if bidding both all functions and selected functions.</p> <p>In other words, if a bidder responds to both Schedule 1 and Schedule 2, is it acceptable to bid different rates on each schedule?</p>	<p>Confirmed.</p> <p>Yes.</p>
22.	52	Price Schedule1, Group C, lines 10 & 11	What is the State's expectation for identifications in this group such as "Duplicative or excessive payments (section 3.5.j)?	The State generally pays the lesser of the Medicaid allowed amount or the insurer's patient cost-share amount (N.J.A.C. 10:49-7.3). The State requires the contractor(s) to identify and/or recover such excess payments, including those made by the State itself.
23.	52	Price Schedule1, Group C, lines 10 & 11	When a contractor both identifies and recovers a "Duplicate or Excessive Claim payment, will (1) the contractor be paid a "Fully loaded firm fixed price per unit as a percentage (%) of the annualized medical expense component of the MCO capitation rate cell" for identifying a duplicative paid claims, and a fee of actual recovery received? (2) Contingency fee associated with recovery?	In this situation, the contractor(s) would not be paid according to the formula using "rate cell" methodology, but paid rather as a percentage of the actual recovery received.

#	Page #	RFP Section Reference	Question	Answer
24.	60	Price Schedule1, Group R, lines 45 & 46	As the State has never authorized contractors to perform work on estate related recovery, and the State has estimated significant recoveries for these projects (\$7,500,000), can the State provide a probability that the State will authorize this scope of work during the life of this contract?	While these services are not currently required, there is a 5 percent (%) probability that they may be required during the term of the contract(s) resulting from this RFP.
25.	61	Price Schedule1, Group T, line 48	As the State has never authorized contractors to perform work on State Referred Tort Identifications, and the State has estimated significant recoveries (\$10,000,000) for this project, can the State provide a probability that the State will authorize this scope of work during the life of this contract?	While these services are not currently required, there is a 5 percent (%) probability that they may be required during the term of the contract(s) resulting from this RFP.

**PART 2**  
**Third Party Liability Recovery Services, DHS, DMAHS**  
**RFP #: 08-X-39646**

**Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1.		Signatory Page	Bidders should note that that item # 7 on the Signatory Page contains text referring to a Mandatory Pre-Bid Conference. This Pre-Bid Conference is <b><i>Optional</i></b> as specified within the RFP and on the web posting.
2.			



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. Box 230  
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
*Governor*

BRADLEY I. ABELow  
*State Treasurer*

**To:** All Interested Bidders  
**Date:** August 8, 2007

**Re: RFP #: 08-X-39646**  
**Third Party Liability Recovery Services, DHS, DMAHS**  
Bid Due Date: **August 30, 2007** (2:00 p.m.)

## **ADDENDUM #4**

The following constitutes Addendum #4 to the above referenced solicitation. This addendum is divided into the following parts:

### **Part 1: Answers to questions received during the July 31, 2007 Optional Pre-bid Conference.**

NOTE: Several of the questions have been combined to eliminate redundancy. Other questions have been edited and/or paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

### **Part 2: List of Attendees to July 31, 2007 Optional Pre-bid Conference**

**PART 1**  
**Third Party Liability Recovery Services, DHS, DMAHS**  
**RFP #: 08-X-39646**

**Answers to Questions**

#	Page #	RFP Section Reference	Question	Answer
1.	31	4.4.4	Will the State consider waiving the 25-page limitation for a bidder's Technical Proposal section of a bidder's submission if the bidder is submitting a proposal in which it plans to perform all requirements of the RFP, rather than just select bid items?	No, the 25-page limit stands as stipulated in Section 4.4.4 of the RFP.
2.	23 40	3.5.3 5.20	Why don't the Price Schedules include bid items/price lines for contractor-identified additional sources of identification and verification of TPL information?	The State cannot prospectively know what these sources might be therefore such a bid item/price line is not included in the RFP. A contractor may suggest additional sources of identification and verification of TPL information to the State Contract Manager in accordance with Section 3.5.3 and Section 5.20 of the RFP.
3.	23	3.6.1	Would inclusion by the incumbent contractor of contractor-identified other recoveries that it performs in the existing contract, that are not specifically mentioned in this RFP, be considered in the bid scoring?	Only in the context that it may serve as evidence of a bidder's experience in performing such tasks within the larger scope of performing identifications and recoveries.
4.	44	6.3.1	Given the State's response that there is only a five percent (5%) likelihood for the contractor being authorized to perform some identifications and recoveries, will the State adjust the estimated amounts presented in the Price Schedules?	While there is a low probability of a contractor being required to perform some recoveries, as noted, an estimated quantity is just that, an estimate and not a guarantee. Bidders are encouraged to price their proposals using their best judgment.



**PART 2**  
**Third Party Liability Recovery Services, DHS, DMAHS**  
**RFP #: 08-X-39646**

**Optional Pre-bid Conference List of Attendees**

<b>Representative's Name</b>	<b>Company Name</b>
Kevin Lee	Health Management Systems, Inc
Michael Laffey	Other Party Liability, Inc.
Mary Kuypers	Accenture
Richard Fresne	Consul Med
Joseph Formica	Government Procurement Advisors
Christopher Burt	CBAY Analytics Group, LLC