

STATE OF NEW JERSEY
AGENCY REQUEST FOR PROPOSAL

Vendor Name and Address: <i>NOTE: Bidder must enter information in this space</i>	Return This Proposal to: <u>Via Email to:</u> centralprocurement@doh.nj.gov	<u>US Mail Delivery Address:</u> Department of Health Central Procurement 6TH Floor 55 N. Willow Street P O Box 360 Trenton, NJ 08625-0360	
<u>Proposal Due Date:</u> NOTE: This proposal must be returned before 3:00 PM Eastern time on the following date: June 10, 2022		Agency Person to Contact: <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div>	
<u>Question and Answer Period:</u> Due June 1, 2022, before 3:00 PM Eastern time		Agency Ref. COVID-19 VACCINE CALL CENTER	Fiscal Year 2022
IMPORTANT INSTRUCTIONS TO BIDDERS: Read the entire bid proposal, terms and conditions, and specifications. Fill in all information requested below. All bid prices must be typed or written in ink on this form. Any corrections, erasures or other forms of alterations to unit and/or total prices <u>must</u> be initialed by the bidder. Upon completion, this proposal must be signed and returned to the address shown above. Unsigned proposals will not be considered. NOTE: THE TERMS AND CONDITIONS ARE ON THE FOLLOWING PAGE.			

COVID-19 VACCINE CALL CENTER SPECIFICATIONS

INTRODUCTION AND SUMMARY OF THE RFP

The intent of this RFP is to award a contract to that responsible Bidder whose Proposal, conforming to this RFP is most advantageous to the New Jersey Department of Health (hereinafter “Client” or “NJDOH”), price and other factors considered.

The New Jersey COVID-19 Vaccination Call Center (“Call Center”) will support the State’s strategic aims of a robust COVID-19 vaccination program¹ that

- Provides equitable access to all who live, work, and/or are educated in New Jersey
- Achieves community protection through vaccine effectiveness, availability, and uptake
- Builds sustainable trust in COVID-19 and other vaccines.

The NJ COVID-19 Vaccination Call Center will provide separate queues, with multilingual options, for:

- Text messaging to residents who are eligible for vaccines
- Inbound calls (registration and scheduling) and outbound calls for special outreach projects (e.g., senior population of 65+, third dose (immunocompromised), booster appointment reminders, and scheduling reminders, especially during downtime) to consumers;
- Technical support to vaccine providers regarding requirements and data systems, New Jersey Vaccine Scheduling System and New Jersey Immunization Information System (respectively, NJVSS and NJIIS);
- Troubleshooting consumer use of Docket (Docket is an app from the NJ Department of Health that makes it easier for consumers to securely access their COVID-19 vaccination record) (to be handled by provider agents²).

These queues can share a central telecommunications and IT infrastructure but require separate training, staffing criteria, and workforce management of agents to meet the distinct needs of their respective caller groups.

¹ New Jersey’s vaccination plan Executive Summary October 2020;
<https://www.state.nj.us/health/cd/topics/Executive%20Summary%20-%20NJ%20Vaccination%20Plan%20-%20Final%2010-26-20.pdf>

² Provider Agents are call center agents with specialized training and healthcare background. They will communicate with people and facilities who administer the vaccines.

SCOPE OF WORK

The State is looking to set up the Call Center for 12 months, from August 1, 2022 to July 31, 2023. Note that there is an existing Call Center in place. The State anticipates a two-week period to transition from the existing Call Center to the new Call Center:

Agents staffed for the consumer and provider segments of the Call Center may have different responsibilities.

Consumer	Provider
<p>Consumer Call Center agents will handle inbound and outbound calls with the following responsibilities:</p> <p><u>Inbound Calls</u></p> <ul style="list-style-type: none"> • Register consumers in the State-provided online vaccination registration system • Schedule vaccination appointments by accessing State-provided online vaccination registration system (NJVSS) • Provide clinic information regarding availability of walk-in appointments • Provide consumer support for navigating online vaccination registration system • Provide information and support specifically tailored to senior population (65+ years) • Respond to consumer questions raised by text messages sent on behalf of the State (see below) • Answer questions re: specialized events (e.g., Boost NJ Week clinics) near consumer's residence • Refer callers to additional resources and other helplines (e.g., 2-1-1; NJPIES) both through interactive voice response and, if needed, through warm handoff where call gets transferred to agent • All of the above must include multilingual options <p><u>Special Project Outbound Calls</u></p> <ul style="list-style-type: none"> • With direction from State, contact specific demographic and geographic populations for registration and/or scheduling first dose, second doses, third doses (for immunocompromised), and boosters • Make reminder calls to potential recipients who have previously registered but not yet scheduled a vaccine appointment 	<p>Provider Call Center agents will handle inbound calls with the following responsibilities:</p> <p><u>Inbound Calls</u></p> <ul style="list-style-type: none"> • Answer questions from provider sites relating to vaccine delivery (including but not limited to operations, cold chain management, wastage, etc.) • Answer questions on accessing/using the NJIIS • Provide COVID-19 NJIIS training support • Provide support for State-provided online NJVSS • Provide user training and provisioning for State-provided online NJVSS • Provide information and troubleshoot for consumers regarding the Docket app • Interactive Voice Response (IVR) includes support for Program's provider field site visit inspections <p><u>Outbound Calls</u></p> <ul style="list-style-type: none"> • Timely reminders and/or troubleshooting related to reporting to NJIIS regarding COVID-19 doses administered data • Call back requested by provider • Call back the provider related to ongoing issues requiring follow-up and resolution • Calls to users related to training and/or user provisioning for NJIIS or NJVSS • Special Projects (e.g., Temperature Logs, Duplicate Outreach for NJVSS or NJIIS, Provider Onboarding/Enrollment to become a Vaccine Provider) <p><u>On-site support for New Jersey Department of Health</u></p> <ul style="list-style-type: none"> • Support for NJIIS team for COVID-19 vaccination records processing, including intake and review of mailed

<ul style="list-style-type: none"> • Make reminder calls to those who missed a vaccine appointment <p><u>Inbound/Outbound Calls</u></p> <p>Assist consumers to navigate NJ Covid-19 Hub</p> <ul style="list-style-type: none"> • Assist with completing form request for homebound vaccination if consumer is homebound • Providing information to assist consumers in arranging transportation to vaccine locations • Assist consumers in navigating facilities which are not on NJVSS but which are on Vax Finder if those locations are closer to their homes <p><u>Text Messaging</u></p> <ul style="list-style-type: none"> • Strategically target the population to receive a text message from state level to zip code level (e.g., county, municipality); • Perform execution of text campaigns for all zip codes that reside within a determined range of a target address. The radius can be as little as 1 mile and expand out to any desired range; • Translation and distribution of approved texts in multiple languages; • Processing of different text campaigns to different populations in a single day. This includes putting audit methodologies in place to avoid phone #'s from being texted multiple times in a single day (weekly or monthly); • Ability to perform 2-way communication with a resident via text (both with and without an agent); • Perform customized reporting/analytics based on Client's need; • The text messaging system will alert the targeted populations on the following (Client reserves the right to expand topics): <ul style="list-style-type: none"> • Vaccine eligibility; • Booster and second dose reminders; • Outreach Campaigns for Vaccination events at (e.g., schools, workplaces, community centers and other neighborhood facilities, places of worship, pop-up sites) • Docket information. 	<p>forms/request, preparing completed records to mail back to requestors</p> <p><u>Direct Support for NJVVS Team</u></p> <ul style="list-style-type: none"> • Support for Inbound emails/requests • Support for testing features for releases • Support for documenting issues/bugs/tasks in tracking system for vendor • Liaise with call center on issues related to NJVSS • Support for user training, and training documentation
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Responsibilities outlined above may evolve and change at the discretion of the State, and dependent on circumstances.

SUMMARY OF SPECIFICATIONS

An effective effort to transition, start up, and support a Call Center operation will require substantial effort in both design and execution. The scope of work and resources within the eight (8) categories of services defined below will be agreed upon by State and Vendor:

Ref. # to Section	Services Description
1	Hiring
2	Training and confidentiality
3	Workforce Management
4	Quality Assurance
5	Performance Management
6	Technology
7	Contingency Plan
8	Overall Program Management

DETAILED DESCRIPTION OF SPECIFICATIONS:

1. HIRING

Vendor will be responsible for execution of recruiting, interviewing, and hiring of **consumer** Call Center agents, including:

- Develop job descriptions in collaboration with State;
- Define hiring plan tied to needs and timelines, and assess variable staffing models (e.g., flexible staffing), as needed:
 - Goal of hiring 80% New Jersey residents;
 - Ensure appropriate background checks during recruiting – working with State to leverage past experience (e.g. with contact tracing, Call Center);
- Ensure 30% bilingual in Spanish and incorporation of a language service into operations for top languages spoken in New Jersey beyond English, including but not limited to Spanish, Arabic, Chinese, Gujarati, Haitian Creole, Korean, Polish, and Portuguese³;
- Hire staff at all levels needed including operational management support structure with ratios 1:15 (expected range: 1:13 – 1:17);

³ New Jersey State Health Assessment Data (NJSHAD), <https://www-nj.doh.state.nj.us/doh-shad/indicator/view/Demographics.Language.html>

- Have a contingency plan to scale additional agents given additional call volume (see section 7) through shift schedules and not overtime schedules.

Agents will perform responsibilities outlined in the Scope of Work section above and will be assigned a set schedule to ensure coverage during the hours between 10 A.M. to 6 P.M. The position will be temporary.

Please refer to Section 3 – Workforce Management for call volume assumptions that can be used to estimate number of agents, with further scaling up and hiring of agents needed in response to external triggers (e.g., 2-3 weeks after public awareness campaigns).

Feedback and input will be provided by State to Vendor both on an initial and on-going basis; it is understood and agreed that the ultimate hiring responsibility for **consumer** Call Center agents shall remain with Vendor.

For **provider** Call Center, State will hire and onboard staff to serve as Level 2 escalation for the Vendor **provider** Call Center staff.

Vendor shall hire and manage staff to answer questions related to the NJ Vaccine Scheduling System, training, and user provisioning, and general (high-level) NJIIS and programmatic questions. More in-depth questions will be routed to State staff. Vendor will provide estimate of staff needed to support **provider** Call Center.

2. TRAINING AND CONFIDENTIALITY

Vendor will be responsible for delivering training and onboarding plan, including:

- Customized training for specific requirements as needed;
- Deploy at-scale training required in remote setting, with notice to the State upon completion of training modules;
- Facilitate staggered onboarding of new hires with knowledge transfer across roles;
- Facilitate on-going training given changing needs and guidance, including on operational topics and soft skills in listening openly to concerns, building trust, cultural competency practices, privacy practices, and broader customer service;
- Provide continued training to optimize agent performance (e.g., call calibration, sensitivity training to work with specialized populations, team teaching, supervisor/agent one on one coaching, team role playing);
- Provide a knowledge management system/repository for documentation purposes (e.g., FAQs, job aids, etc.);
- All Call Center agents and Call Center supervisors will need to sign a confidentiality agreement in a form provided by State to protect confidentiality of information about NJ residents who use the Call Center and the NJVSS;
- Provide details of any personally identifiable information being stored or recorded, outside of State-provided online registration and scheduling system. State will specify confidentiality and ethics trainings required to handle confidential, personally identifiable information.

The State shall provide the initial input and draft of the required training curriculum, duration, and other content to Vendor for review and comment for **consumer** and **provider** Call Center supervisors and agents.

3. WORKFORCE MANAGEMENT

Vendor is responsible for all aspects of the workforce management of agents, as agreed upon terms with State. Vendor shall

- Build forecasting model;
- Execute forecast and staffing model to align agents with requirements;
- Create agent schedules that align with model output (with expected shrinkage); Create agent shifts to avoid overtime costs;
- Manage call volume in real time to shift resources as available (e.g., between inbound and outbound calling)
- Vendor shall provide suggestions for above. All terms must be agreed to by State.

	Consumer	Provider
Number of agents	~200-400 agents on average,	Estimated ~50 agents on average
Supervisor: Manager ratio	Recommend between 1:13 – 1:17	Recommend 1:8 – 1:12
Hours of operation	10 A.M. to 6 P.M	10 A.M. to 6 P.M
Average expected work week	~35 hrs./ week	~35 hrs. /week
Average estimated call duration	For registered and scheduled calls: ~20-30 mins	Between 5 mins and 30 mins
Estimated call volume **Disclaimer** The number of calls will be determined on an ongoing basis.	~2-3M calls over - 6 mos.	~ 150K calls estimated over - 6 months.

4. QUALITY ASSURANCE

Vendor is responsible for executing on the quality assurance (QA) plan and meeting QA goals

- With State, provide quality assurance reporting to monitor progress and change project direction with State;
- On a weekly basis, deliver feedback and coaching to front line agents based on quality monitoring observations and data reporting;
- Align with State on sample size by demographic and geographic populations and on the frequency of sharing the QA report (ideally weekly);
- Expand scope of QA process as needed (e.g., agent's education on vaccine and other COVID-19 mitigation strategies, ability to ask the right questions and give the right answers, agent demeanor);
- Identify improvement targets and ensure goals are achieved;
- Update agent scripting as required, and as directed by the State, to comply with current federal guidelines relating to COVID-19 vaccine.

State will:

- Provide feedback on measuring quality at the overall and individual agent level and the parameters for measuring quality on a regular basis;
- Provide input on QA methodology and improvement targets.

5. PERFORMANCE MANAGEMENT

Vendor is responsible for

- Regular reporting of all information reasonably requested that is necessary to comply with any reporting requirements;
- Process for escalation of challenges and obstacles for rapid resolution, as needed.
- Creating a **scorecard or integrated dashboard** that includes the appropriate measures to track and inform decision-making of actions. The structure and design of analyses and dashboards that will be disseminated on a regular basis should be jointly agreed upon between Vendor and State before production.
- Providing Vendor frequent reports and visibility into key performance indicators (KPI) on a daily, weekly, and monthly basis. In initial few days after launch, reporting may be more frequent (multiple times a day).
 - Metrics to include in each report, and frequency of reporting, will be decided upon between Vendor and State. Based on ongoing performance, measures to track may be refined given lessons learned. Vendor shall confirm ability to generate monthly reports that will include metrics defined in list below (not exhaustive):
- Key metrics to report on:
 - # of potential 'consumers' or vaccine recipients registered per week through Call Center;
 - # of potential 'consumers' or vaccine recipients scheduled for appointments through Call Center;
 - Average handle time for different types of calls (e.g., inbound vs. outbound, registration only, scheduling only, registration and scheduling, reminder outbound, etc.);
 - Inbound vs outbound mix of calls;
 - Call transfer rate;
 - Average and maximum time-to-answer;
 - Percentage of calls answered in 1 min.;
 - Maximum hold time;
 - Percentage of calls blocked (percentage of inbound callers that received the busy tone when they call per week);
 - Customer satisfaction (as determine through post-call survey);
 - Average abandoned call rate;
 - Accuracy of consumer recipient information entered into State-provided online registration system;

- Response to text messaging campaigns.
- It is suggested that Vendor include the following for **provider** Call Center metrics:
 - # of State provided online registration system users trained;
 - # of State provided online registration system users provisioned;
 - # of calls transferred to State staff;
 - # of State provided online registration system issues reported – public portal;
 - # of State provided online registration system issues reported – user issues;
 - # of State provided online registration system issues escalated to L3;
 - Average time for each call;
 - # Call-backs needed to resolve issue / First call resolution.
- Reports on Staffing shall include:
 - Occupancy targets (amount of time agents are on live calls as well as completing work associated with the calls);
 - Shift structure;
 - Shrinkage;
 - Attrition;
 - Contingency plan updates if too many calls than expected or too few (see section 7).

6. TECHNOLOGY

Vendor is responsible for:

- Providing hardware, software, and broadband access to operate the Call Center remotely including, but not limited to:
 - Laptop hardware;
 - Operating systems to access State-provided online registration system;
 - Internet connectivity;
 - Supported browsers;
 - PC headsets;
 - Phone options for landline and mobile;
 - Language interpretation solution (e.g., language line);
 - SFTP solution to ensure secure transfer of files between Vendor and State;
- Providing telephony solution, including, but not limited to:
 - Interactive Voice Response (IVR) available 24/7 (Vendor to specify elements of IVR provided e.g., self-service, automated voice or text message response etc.);
 - Ability to send text, SMS reminders if consumer is not part of State-provided online registration system;
- Responding to troubleshooting inquiries within 1 hour during business operations;

- Developing continuity/disaster recovery plan.

Vendor shall ensure **full confidentiality and security of personal health information** being collected and include, as part of the bid, a security management report and plan for escalation of response to security breach if need arises. The Vendor needs to submit the plan to the Client within three business days of the breach.

7. CONTINGENCY PLAN

Vendor shall have the ability to be agile and adapt, i.e., have a clear plan and ability to execute in the case of:

- **Call demand exceeds staffing capacity.** Example responses may include:
 - Call deflection strategies (e.g., re-direct a call to other help lines through interactive voice response (IVR) or direct callers to other registration channels);
 - Increase use of auto dialer (direct connect) to lower manpowered outbound calls.
- **Staffing capacity exceeds call demand.** Example responses may include:
 - Re-allocate agent capacity to making outbound calls for
 - scheduling reminders;
 - second dose, third dose (immunocompromised), and booster appointment reminders;
 - initial outreach targeting of specific populations or employers / associations with low registration trends.

Vendor and Client shall review staffing levels on an on-going (weekly) basis per outlined metrics (Exhibit 1.3) and, as needed, agree on appropriate contingency plan and corresponding timing to execute.

8. OVERALL PROGRAM MANAGEMENT

Vendor will offer 3x per week standup for State team (up to daily or more frequent depending on need) and periodic report-outs of integrated dashboard with previously agreed upon objectives and metrics between the State and Vendor.

Vendor will serve as a 'one stop shop' for the State to provide insights and alignment across sections outlined above, supporting the programs' overall success, including maintaining high levels of resident and employee experience, liaising with the State leadership on decision making and planning, and addressing issues and dependencies in real-time, where such overall program management and program success shall be consistent with previously agreed upon objectives and metrics.

If Vendor has supported State on any other call centers before, Vendor will share how supporting this additional work will not compromise existing work, including sufficient leadership oversight.

Vendor will conduct targeted root-cause analyses and troubleshooting on Call Center operations on a regular basis with a view to making recommendations on refinements for Call Center operations, including:

Analytics:

- Monthly report to Client, including upcoming expected spend as tied to each distinct initiative. If Client requests additional support, that cost to support shall be transparently communicated and agreed upon with the Client prior to work being started;
- Conduct targeted analyses, including focus areas of concern or near-term trends to inform areas such as workforce staffing, operational standards, and training elements;
- Conduct performance analytics on all call initiatives and provide strategic recommendations that align with Client mission statement;
- Measure impact performance of outreach efforts (text, call, etc.) on increasing vaccination rates through NJIIS comparison;
- Provide disposition outcomes for inbound and outbound calling and leverage insights to determine go-forward strategies
- Provide data around texts sent (e.g., to which age groups, which municipalities, for which topic)
- Targeted outreach, communication messaging, and call prioritization available for any segment of the population. These segments include but are not limited to:
 - Zip Code(s), Municipalities, County or State Level;
 - Maturity of population or supported facility (Sr. Hotline, Walmart, etc.);
 - Specific age groups;
 - Vaccination status;

Troubleshooting:

- Conduct root-cause analysis to identify operational issues and recommend actions to be taken on the bulleted points above, where the actions are to be mutually agreed upon between State and Vendor.

Reporting:

- Create integrated dashboard of early warning indicators to inform decision-making of actions, easily accessible and configurable reports, automatic generation, and dissemination of reports.

9. PROPOSAL SUBMISSION REQUIREMENTS

9.1 PROPOSAL SUBMISSION

In order to be considered for an award, the Proposal must be received by the New Jersey Department of Health's (NJDOH) Central Procurement Unit, electronically through the central e-mail account {centralprocurement@doh.nj.gov} by the required date and time.

The date and time of the Proposal opening are indicated on the RFP cover sheet and on NJDOH Bidding Opportunities webpage www.nj.gov/health/mgmt/bids.shtml. If the Proposal opening deadline has been revised, the new Proposal opening deadline shall be shown on the posted Bid Amendment and on www.nj.gov/health/mgmt/bids.shtml. Proposals not received prior to the Proposal opening deadline shall be rejected.

When submitting a Proposal, do not use any symbols (i.e., #, @, \$, &, *) in the filename as this may prevent the Proposal from being properly uploaded. Uploaded files must be compatible with Microsoft Office and/or Adobe software applications. DO NOT UPLOAD files with extensions such as .zip, .numbers, or .pages.

When uploading the documents, marking an attachment as "Confidential" shall not constitute the Bidder's designation of the attachment as exempt from public disclosure under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know.

9.2 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a Proposal in response to this RFP. No special consideration will be given after Proposals are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this RFP. The State assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Proposal in response to this RFP or any pre-contract award costs incurred.

9.3 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH PROPOSAL

Bidders are required to complete and submit the following forms.

All required forms are found at the following link:

<https://www.state.nj.us/treasury/purchase/forms.shtml>

- Ownership Disclosure
- Disclosure of Investigations and Other Actions Involving Contractor
- Disclosure of Investment Activities in Iran
- Chapter 51 Compliance, where applicable
- Chapter 271 form, where applicable
- MacBride Principles
- Source Disclosure
- E.O. 271 Statement or Certification
- Business Registration Certificate
- Affirmative Action Compliance
- Evidence of Insurance
- State of New Jersey Standard Terms and Conditions
- Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions
- Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

Contractors are under a continuing obligation to report updates to the information contained in its required forms.

Unless otherwise specified, forms must contain an original, physical signature, or electronic signature.

Winning Bidder(s) must register with NJSTART as a Contractor for the State of NJ.

www.njstart.gov

9.4 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder must disclose all 10% or greater owners by (a) completing and submitting the Ownership Disclosure Form with the Proposal; (b) if the Bidder has submitted a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Proposal submission deadline for this procurement, the Department may rely upon that form; however, if there has been a change in ownership within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Proposal; or, (c) a Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

A Bidder's failure to submit the information required by N.J.S.A. 52:25-24.1 will result in the rejection of the Proposal as non-responsive and preclude the award of a Contract to said Bidder.

9.5 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

The Bidder should submit Disclosure of Investment Activities in Iran form to certify that, pursuant to N.J.S.A. 52:32-58, neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder

is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. If a Bidder does not submit the form with the Proposal, the Bidder shall submit the form prior to contract award.

9.6 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Bidder should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Proposal, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector Clients during the past five (5) 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. If a Bidder does not submit the form with the Proposal, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Proposal non-responsive.

9.7 MACBRIDE PRINCIPLES FORM

Pursuant to N.J.S.A. 52:34-12.2, a Bidder is required to certify that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. If a Bidder does not submit the form with the Proposal, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Proposal non-responsive.

9.8 SERVICE PERFORMANCE WITHIN THE UNITED STATES

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of a contract, the Bidder is required to submit a completed Source Disclosure Form. The Bidders inclusion of the completed Source Disclosure Form with the Proposal is requested and advised.

9.9 PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, 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 Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods.

Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. Failure to submit the required forms will preclude award of a Contract under this RFP.

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.

9.10 AFFIRMATIVE ACTION

The intended Contractor must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. If the Contractor is not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval, it must complete and submit the Affirmative

Action Employee Information Report (AA-302). Information, instruction and the application are available at <https://www.nj.gov/treasury/revenue/ucs.shtml>.

9.11 EXECUTIVE ORDER 271

On October 20, 2021, Governor Murphy signed [Executive Order No. 271](#) which went into effect on that day. In accordance with EO 271, a covered contractor must certify that it has a policy in place:

- (1) that requires all covered workers to provide adequate proof, in accordance with EO 271, to the covered contractor that the covered worker has been fully vaccinated; or
- (2) that requires that unvaccinated covered workers submit to COVID-19 screening testing at minimum one to two times weekly until such time as the covered worker is fully vaccinated; and
- (3) that the covered contractor has a policy for tracking COVID-19 screening test results as required by EO 271 and must report the results to local public health departments.

The requirements of EO 271 apply to all covered contractors and subcontractors, at any tier, providing services, construction, demolition, remediation, removal of hazardous substances, alteration, custom fabrication, repair work, or maintenance work, or a leasehold interest in real property through which covered workers have access to State property. Please review and complete the EO 271 certification and submit it with your Proposal.

9.12 Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

On March 9, 2022, Governor Murphy signed P.L.2022, c.3, which prohibits certain government dealings with businesses engaged in prohibited activities in Russia or Belarus. The new law requires the Department of the Treasury to develop a list of persons and entities that engage in prohibited activities in Russia or Belarus and an accompanying form for use statewide.

Prior to entering into, renewing, amending, or extending a contract, the intended Contractor must certify that they are not engaged in prohibited activities in Russia or Belarus using the provided *Certification Of Non-Involvement In Prohibited Activities In Russia Or Belarus Pursuant To P.L.2022, c.3*.

10.0 TECHNICAL PROPOSAL

The Bidder shall submit a Technical Proposal, which describes its approach and plans for accomplishing the work outlined in the Scope of Work. The Bidder must submit a Security Management Report and Plan for escalation of response to security breach if need arises as part of their technical proposal. The Bidder must set forth its understanding of the requirements of this RFP and its approach to successfully complete the Contract. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of the Bidder's Proposal.

10.01 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 demonstrate to the Evaluation Committee that the Bidder understands the objectives that the Contract is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the Contract. The narrative should include the Bidder's 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 approach to complete the Contract. The Bidder's response to this section should demonstrate to the Evaluation Committee that the Bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate, and that the Bidder's Proposal will lead to successful Contract completion.

10.02 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.

10.03 ORGANIZATIONAL EXPERIENCE

The Bidder shall 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. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of Bidder's Proposal.

10.04 LOCATION

The Bidder should include the address of the where responsibility for managing the Contract will take place. The Bidder should include the telephone number and name of the individual to contact.

10.05 ORGANIZATION CHARTS

The Bidder shall include an organization chart, with names showing management, supervisory and other key personnel (including Subcontractor 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.

10.06 RESUMES

Detailed resumes should be submitted for all management, supervisory, and key personnel to be assigned to the Contract. Resumes should 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:

- A. The individual's previous experience in completing each similar Contract;
- B. Beginning and ending dates for each similar Contract;
- C. A description of the Contract demonstrating 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; and
- D. With respect to each similar Contract, the name and address of each reference together with a person to contact for a reference check and a telephone number.

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.

10.07 EXPERIENCE WITH 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 services similar to those 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 listed, the Bidder should provide two (2) names and telephone numbers of individuals for contracting party. Beginning and ending dates should also be given for each contract.

The Bidder must provide details of any negative actions taken by other contracting entities against them in the course of performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices, termination of services for cause, or other similar notifications/processes. Additionally, the Bidder should provide details, including any negative audits, reports, or findings by any governmental agency for which the Bidder is/was the Contractor on any contracts of similar scope. In the event a Bidder neglects to include this information in its Proposal, the Bidder's omission of necessary disclosure information may be cause for rejection of the Bidder's Proposal by the State.

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. The Bidder must provide a detailed description of services to be provided by each Subcontractor.

11.0 FIXED HOURLY RATE PRICING

The Bidder must submit its pricing using the format set forth in the State-supplied Price Sheet included as Attachment 1. The Price Schedule requires firm fixed pricing. Firm Fixed Pricing is 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.

The Bidder must include the number of hours for each staff member proposed under a weekly pricing format. The Bidder must also indicate how it accounts for billing if less than a full week of work is performed. Payment to the Vendor for work will be based upon these rates.

12.0 PROPOSAL EVALUATION

12.1 RIGHT TO WAIVE

Pursuant to N.J.A.C. 17:12-2.7(d) the State may waive minor irregularities or omissions in a proposal. The Director also reserves the right to waive a requirement provided that the requirement does not materially the procurement of the State's interest associated with the procurement.

12.2 STATE'S RIGHT OF FINAL PROPOSAL ACCEPTANCE

The State reserves the right to reject any or all proposals, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the Vendor or Vendors, best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie proposals will be awarded by the Director in accordance with N.J.A.C.17:12-2.10.

12.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

The State reserves the right to inspect the Bidder's establishment before making an award, for the purposes of ascertaining whether the Bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the Bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award that is most advantageous to the State.

12.4 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The State reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the State reserves the right to request a bidder to explain, in detail, how the proposal price was determined.

12.5 PROPOSAL EVALUATION COMMITTEE

Proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the NJDOH. 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(s) in an advisory role.

12.6 CLARIFICATION OF PROPOSAL

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

After the proposals are reviewed, one, some or all of the bidders may be asked to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

12.7 SELECTION PROCESS

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate proposals received in response to this RFP. The intent of this RFP is to award a contract to that responsible Bidder whose Proposal, conforming to this RFP is most advantageous to the State, price and other factors considered. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

12.8.1 TECHNICAL EVALUATION CRITERIA

A. Personnel: The qualifications and experience of the bidder's management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.

B. Experience of firm: The bidder's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFP.

C. Ability of firm to complete the Scope of Work based on its Technical Proposal: The overall ability of the bidder to undertake and successfully complete the technical requirements of the contract in a timely manner.

12.8.2 BIDDER'S COST PROPOSAL

For evaluation purposes, bidders' Proposal sheets will be evaluated and ranked based on an analysis of cost reasonableness based on the price lines of all responsive and responsible bidders. Bidders will be selected for contract award based on the technical scores and bid prices.

12.8.3 PROPOSAL DISCREPANCIES

In evaluating proposals, 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 correct sum of the column of figures.

13.0 Executive Order 166 Requirements for Posting of Winning Proposal and Contract Documents

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor's Disaster Recovery Office (GDRO Transparency Website).

The contract resulting from this RFP is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, including the RFP, the winning bidder's proposal and other related contract documents for the above contract on the GDRO Transparency website.

In submitting its proposal, a bidder/proposer may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal or factual basis to assert that such designated portions of its proposal: (i) are proprietary and confidential financial or commercial information or trade secrets; or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided. A Bidder's/Proposer's failure to designate such information as confidential in submitting a bid/proposal shall result in waiver of such claim.

The State reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning bidder/proposer accordingly. The State will not honor any attempt by a winning bidder/proposer to designate its entire proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire proposal. In the event of any challenge to the winning bidder's/proposer's assertion of confidentiality with which the State does not concur, the bidder /proposer shall be solely responsible for defending its designation.

Exhibits

Exhibit A: Service Level Agreements

1.1 Call Center Availability

SLA Name	System (NJ COVID-19 Vaccine Call Center) Availability
Performance Standard	The System (NJ COVID-19 Vaccine Call Center) shall be available
Effective Dates	August 1, 2022, through July 31, 2023
Measurement Process	The System (NJ COVID-19 Vaccine Call Center) shall be available, except for approved time for system maintenance.
Failures & Nonexclusive Remedies	<p>Liquidated Damages for non-compliance for time not meeting the measurement process are defined as:</p> <ul style="list-style-type: none">• 0 - 60 minutes - \$5,000• 61 - 90 minutes - \$10,000• 91 - 120 minutes - \$15,000• Over 2 hours - \$20,000 per hour after 2 hours <p>In addition to the Liquidated Damages cited above, for each incident of the System (NJ COVID-19 Vaccine Call Center) downtime in excess of four (4) per month, the Vendor shall be assessed \$10,000 per incident regardless of the duration of downtime.</p>
Escalation	<p>If the System (NJ COVID-19 Vaccine Call Center) Availability falls below 99.8% during the month, the Vendor shall conduct the following:</p> <ul style="list-style-type: none">• SCM is notified
Exceptions	Any downtime that has been accepted by the State. Requests for Call Center downtime during hours of operation shall be made to the State 24 hours in advance or approved by State.
Reporting	Any unscheduled downtime shall be documented and explained in writing to the State within 48 hours. The Vendor shall report all occurrences and duration of each downtime within a monthly status report.

1.2 IVR System Availability

SLA Name	IVR System Availability
Performance Standard	The System (IVR) can facilitate connection to a live agent from 10 A.M. to 6 P.M., seven days per week.. Other IVR capabilities e.g. hours of operation) will be available 24/7.
Effective Date	August 1 st , 2022
Measurement Process	The System (IVR) shall be available at all times once work begins except for approved downtime during planned system maintenance. SCM to be notified immediately with any unplanned downtime.
Failures & Nonexclusive Remedies	<p>Liquidated Damages for non-compliance for time not meeting the measurement process are defined as:</p> <ul style="list-style-type: none"> • 0 - 60 minutes - \$1,000 • 61 - 90 minutes - \$2,000 • 91 - 120 minutes -\$4,000 • Over 2 hours - \$6,000 per hour after 2 hours <p>In addition to the Liquidated Damages cited above, for each incident of the System (IVR) downtime in excess of four (4) per month, the Vendor shall be assessed \$2,500 per incident regardless of the duration of downtime.</p>
Escalation	<p>If the System (IVR) Availability falls below 99% during the month, the Vendor shall conduct the following:</p> <ul style="list-style-type: none"> • SCM is notified
Exceptions	Any downtime that has been accepted by the State. Requests for IVR downtime during hours of operation shall be made to the State 24 hours in advance or approved by State.
Reporting	Any unscheduled downtime shall be documented and explained in writing to the State within 48 hours. The Vendor shall report all occurrences and duration of each downtime within a monthly status report.

1.3 Performance Management Metrics

Vendor should provide quantitative measurement process proposal on performance management metrics (3-4 of the most relevant KPIs such as those outlined in Section 5: Performance Management Metrics) that will be agreed upon between State and Vendor. These can be balanced across customer satisfaction and productivity.

Four metrics shown below as an example (benchmark ranges provided are sourced from past and existing State Call Center contracts and industry experience):

Measurement Process	EXAMPLE Failure & Nonexclusive Remedies ⁴ <u>X= [Vendor AND STATE TO ALIGN]</u>
Maintain a maximum weekly average time-to-answer of ~50-70 seconds.	[\$X] per week for weekly average time-to answer exceeding [X] seconds.
Maintain a maximum time-to-answer of 2 minutes.	[X] % of monthly contract value if [X] % or more of calls exceed given threshold over a period of a month on average. [X] % of monthly contract value if [X] % or more of calls exceed given threshold
Receive a top two rating (assuming a five-point scale) in 85-90% of total customer surveys for Customer satisfaction State shall approve customer survey language and approve the process for administering the survey	[X] % of monthly contract value in any month with a week (Sunday-Saturday) where the Customer satisfaction percent is less than [85-90%],
Maintain average agent occupancy of ~85-90%	[X] % of monthly contract value if average occupancy falls [5-10] % below threshold

Exhibit B: Consumer workflows

Adapted from and informed by State previous service level agreements and other call center support experiences, for example: https://www.state.nj.us/doh/financial/Exhibit4.1SLA_190927.pdf

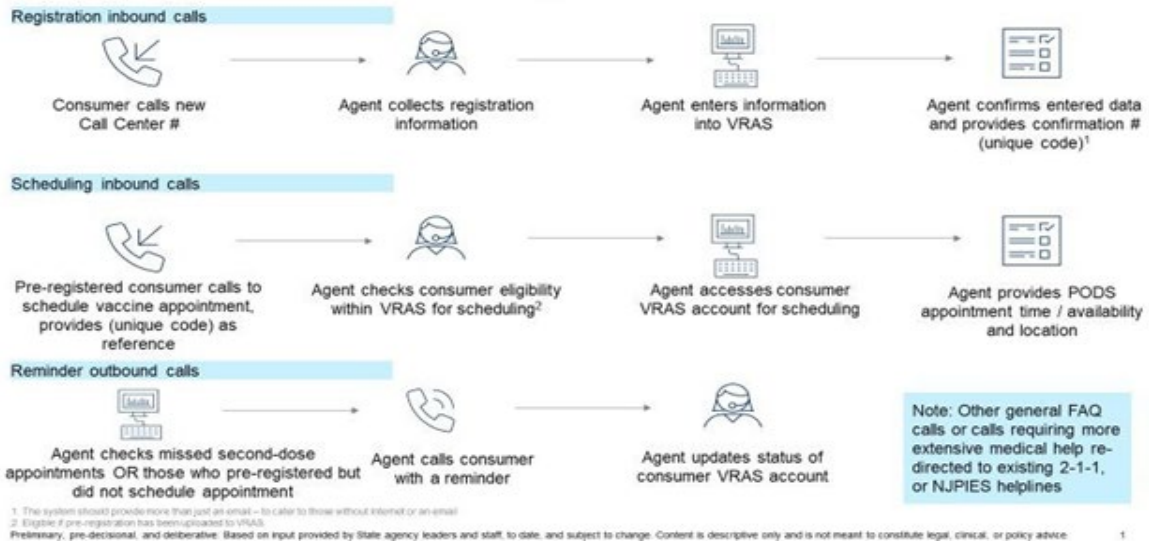
PRELIMINARY
WORKING DRAFT - AS OF DEC 2

Sub-workstreams	Consumer
Hiring	<ul style="list-style-type: none"> State to hire new agents and supervisors through existing vendor or end-to-end call center operator (to be confirmed) Medical background not necessary, customer service background preferred
Training and confidentiality for agents and supervisors	<ul style="list-style-type: none"> Virtual training model for supervisors and agents – DOH advises training modules Potentially use confidentiality language from contact tracing setup for agents managing personally identifiable information
Systems - IT	<ul style="list-style-type: none"> Vendor / operator includes telephony solution (including interactive voice response IVR) with ability for agents to work remotely, and language interpretation services to cater to top languages spoken in State
Workforce management	
Assumed # of agents	<ul style="list-style-type: none"> ~1300 agents on average, with further scaling up and hiring of agents necessary after large awareness campaigns¹
Expected working hours	<ul style="list-style-type: none"> Agent working hours: ~7hrs / day, 5 days a week (~35-hours), remote Hours of operation: 8am – 8pm, 7 days
Assumed avg. length per call (mins)	<ul style="list-style-type: none"> ~20-30 mins
Budget and launch	To be discussed

¹ See backup for assumptions, including further scaling up of agents necessary after heavy awareness campaigns and factors affecting ramp-up
Preliminary, pre-decisional, and deliberative. Based on input provided by State agency leaders and staff, to date, and subject to change. Content is descriptive only and is not meant to constitute legal, clinical, or policy advice.

Consumer Call Center Workflow: What agents will do

PRELIMINARY – FOR DISCUSSION



STATE PRICE SHEET INSTRUCTIONS

The Bidder must submit its pricing using the State Price Sheet accompanying this RFP.

Any price changes including hand written revisions or "white-outs" must be initialed. Failure to initial price changes shall preclude a Contract award from being made to the Bidder pursuant to N.J.A.C. 17:12-2.2(a)(8).

In order for the State to make sound business judgments regarding products and prices offered in response to this RFP, the Vendor must supply, with its Proposal, the information requested on the RFP's pricing lines in sufficient detail as to allow the State to determine the firm, fixed Proposal pricing and the precise product or service being offered, i.e., with no possible misinterpretation of the price or product/service being offered by the Vendor. A Vendor's failure to provide, within its Proposal, the information deemed by the State to be essential for product identification or price determination shall result in rejection of that Vendor's Proposal.

NJDOH COVID-19 Vaccination Call Center			
Vendor Name:			
Quote Opening Date:			
Instructions: - The cost for each deliverable shall be complete and include all expenses, including travel, per diem and out-of-pocket expenses as well as administrative and/or overhead expenses. - Bidders should only enter information in yellow cells on this sheet.			
<u>Price Line Number</u>	<u>Labor Rate Title</u>	<u>Unit</u>	<u>Hourly Rate</u>
1	Supervisor	Hourly	
2	Team Lead (Including project management and special project support)	Hourly	
3	Trainers Note: Training and User Provisioning on the New Jersey Vaccine Scheduling System (NJVSS)	Hourly	
4	Analytics support	Hourly	
5	1 - 100 Call Center Agents (CCA)	Hourly	
6	101 - 500 Call Center Agents (CCA)	Hourly	
7	501 and up Call Center Agents (CCA)	Hourly	
8	Language Line (except Spanish)	Unit	
9	Text Messaging (Including translation services)	# Characters	
10	IVR function	Cost per minute	
11	IVR development, update or support costs	Hourly	

I HAVE READ, UNDERSTOOD, AND WILL ADHERE TO THE TERMS AND CONDITIONS AS STATED ABOVE.

Name : _____ Title: _____ Date: _____

July 15, 2022

To: All Interested Vendors {Bidders}

Bid Solicitation: # 03-05-23-22 COVID-19 Vaccine Call Center

Proposal Submission Due Date: Friday, July 22, by 3:30 PM EST

Bid Amendment #6 & 7

The following constitutes Bid Amendment #1 to the above-referenced Bid Solicitation:

- This Bid Amendment includes answers to questions.
- Proposal Due Date Change

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the Bid Solicitation and/or the New Jersey Standard Terms and Conditions relative to this Bid Solicitation as set forth in all Bid Amendments.

All other instructions, terms, and conditions of the Bid Solicitation shall remain the same.

Answers to Questions

#	Question (Bolded) and Answer
1	<p>Q: Hours of Operation are 10am to 6pm - is that M-F or 7 days a week. Are you open on all public holidays?</p> <p>A. Hours of operation are subject to change. Effective 5/21/22 hours of operation are:</p> <p style="padding-left: 40px;">10AM-6PM Monday-Friday</p> <p style="padding-left: 40px;">10AM-4PM Saturday</p> <p style="padding-left: 40px;">Closed Sunday</p> <p>The call center is open on all public holidays unless requested otherwise by NJDOH.</p>
2	<p>Q. If open on weekends and public holidays are there penalty rates that the State pays?</p> <p>No.</p>
3	<p>Q In the event overtime is required, does the state pay 1.5X? Is there an Overtime approval process?</p> <p>A: State will not pay overtime. Vendor shall schedule accordingly.</p>
4	<p>Q: Does the state have sample reports and/or QA scorecards that they can share?</p> <p>A. Not at this time. State will provide sample reports and QA scorecards to awarded bidder</p>
5	<p>Q: Regarding the 80% NJ residents target. Are there any regional restrictions on the remaining 20%?</p> <p>A. Insufficient information to answer at this time.</p>
6	<p>Q: Regarding Order 271. All our agents work from home. Is this proof of vaccination or regular testing requirements still applicable?</p> <p>A: No Please see https://www.state.nj.us/infobank/eo/056murphy/pdf/EO-271.pdf</p>
7	<p>Q. I Cannot find link to • Certification of Non-Involvement in Prohibited Activities in Russia or Belarus. Are you able to provide?</p>

#	Question (Bolded) and Answer
	A. State will provide the form to the awarded bidder/ vendor.
8	<p>Q: How are the Failure and nonexclusive remedies assessed to occur and be resolved?</p> <p>A. See Performance Metric (RFP/ Page(s) 19-20)</p>
9	<p>Q: You state that we must provide equipment to the agents. Our business model is work from home and agents are to provide their own devices. We have minimum systems requirements and stringent security protocols through our Virtual Desktop Interface. Is this acceptable?</p> <p>A: In your proposal, please provide more information on system security protocols.</p>
10	<p>Q: In terms of technology, we need to provide, can you please clarify we need to have our own phone systems and our own text messaging platform? Anything else software wise you would require?</p> <p>A. Yes, vendor shall provide phone system and text messaging platform. No, specific requirements at this time.</p>
11	<p>Q: Is all training paid for?</p> <p>A. Content material for trainings are provided by DOH</p>
12	<p>Q: How is attrition managed?</p> <p>A. Vendor will be responsible for maintaining adequate staffing levels in order to maintain KPIs. Attrition should be monitored by the vendor to determine the need for future new hires.</p>
13	<p>Q. Please confirm regarding the IVR, will the State forward calls to the vendor from your established telephone numbers?</p> <p>A. Currently, the IVR is routed directly to the call center where the system connects residents directly to available agents from our established telephone numbers.</p>
14	<p>Q. Has the NJ soh considered adding an online chat feature to their updated support center?</p> <p>A. The State will consider/ entertain proposals with a chat feature.</p>
15	<p>Q. Does the vendor need to develop and create IVR scripts and self-serve trees?</p> <p>A. Yes</p>

#	Question (Bolded) and Answer
16	<p>Q. Will the existing IVR scripts and trees be shared with the vendor for programing purposes.</p> <p>A. Yes</p>
17	<p>Q. Are there any virtual desktop requirements?</p> <p>A. The State does accept use of Virtual Desktops; the vendor must provide a solution that meets generally recognized technical and security standards and include in it's bid response, the detailed technical specifications of its architecture which include security specifications which will be submitted to the State for a security review.</p>
18	<p>Q. Is there a requirement to store inbound and outbound voice calls, emails, chats? If yes, for how long?</p> <p>A. Yes please follow state policies on storage.</p>
19	<p>Q. The RFP indicates creating a scorecard or integrated dashboard to track performance management. Can you share the current scorecard and or screenshots from the current integrated dashboards?</p> <p>A. See Question and answer #4.</p>
20	<p>Q. Will a forecast be provided in advance? If yes, how far in advance?</p> <p>A. Insufficient information to answer the question.</p>
21	<p>Q. What state systems will vendor access and how will they access them?</p> <p>A. Current vendor has access to NJIIS and NJVSS systems. Access will be approved by DOH. See question #196</p>
22	<p>Q. Regarding the requirement for Direct Support for NJVSS Team Where is the office? A: Trenton, NJ for onsite NJVSS support. How many resources does NJ anticipate needing for this? A: One to three resources.</p> <p>What are the hours of operation for this team? A: 8AM-5PM eastern, or as needed.</p> <p>What type of work will? A: Clerical and Analytical Support</p> <p>Q; How will they be billed for? A: Vendor to propose pricing using price sheet from SOW/RFP</p>
23	<p>Q. Can agents work remotely?</p>

#	Question (Bolded) and Answer
	A. Yes
24	<p>Q. Can you please confirm the HOO is 10AM- 6PM EST, 7 days a week?</p> <p>A. See question #1.</p>
25	<p>Q. Can you provide historical call arrival data per line of business/type of call per 30 min interval?</p> <p>A. Per Day average from 1/1/2022 to 6/29/2022 in 30 min intervals by Provider and Consumer.</p>
26	<p>Q. What are the main opportunities/pain points currently?</p> <p>A. Text messaging is the main opportunity.</p>
27	<p>Q. What is currently working well?</p> <p>A. The text messaging campaign (messages sent out to residents regarding upcoming local vaccination events in their area) and inbound calls.</p>
28	<p>Q. What tasks, KPI's SLA's are added now that were not thought of at launch?</p> <p>A. Please refer to SOW/ RFP. State decline to respond.</p>
29	<p>Q. Can SLA's be negotiated and established after call volumes are established?</p> <p>A. No. Please utilize price sheet provided.</p> <p>The Cost for each deliverable shall be complete and include all expenses, including travel, per diem and out-of-pocket expenses as well as administrative and/ or overhead expenses.</p>
30	<p>Q. Can you provide recording for call for each call type disposition?</p> <p>A. Question unclear to provide a response.</p>

#	Question (Bolded) and Answer
31	<p>Q. Can you please confirm the call volumes and call duration in the grid in Section 3? Our model shows that 250-450 agents is much too low to handle 102K calls a week (2.5M consumer and 150K provider over a 6-month period) at a 25min AHT</p> <p>A. As of 5/30 week, there were ~4.7K inbound calls, ~30.4K outbound calls with AHT of 7:11 (7 minutes 11 seconds). There are currently 99 agents (92 operators and 7 supervisors) supporting these efforts.</p>
32	<p>Q. Is agent training time billable to the “Hourly Call Center Agents” (line items 5, 6, & 7)? If not, can the vendor bill for it and how?</p> <p>A. Yes</p>
33	<p>Q. How long is training for “Consumer” and “Provider”?</p> <p>A. The current vendor provides both onboarding training and refresher training to agents on an as-needed basis to assure that agents provide accurate information. The amount of time agents spend in training is up to the vendor as long as the agents are adequately knowledgeable of the campaigns.</p>
34	<p>Q. Would the department like to have the technical proposals submitted separately from the price proposals?</p> <p>A. No.</p>
35	<p>Q. Why has this bid been released at this time?</p> <p>A. Current contract term/award is expiring.</p>
36	<p>Q. Can you please provide a greater explanation of your expectations related to any required subcontracting to minority-owned, women-owned, or other types or categories of small or disadvantaged businesses? For example, what is required with the proposal, and what is required to comply during the term of the contract?</p> <p>A. Please see SOW /RFP for proposal requirements. Please refer to NJSTART for Vendor requirements for doing business with the State of NJ.</p>
37	<p>Q. Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?</p> <p>A. No bidders must follow price sheet as outlined.</p>

#	Question (Bolded) and Answer
38	<p>Q. Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable.</p> <p>A. State decline to answer.</p>
39	<p>Q. Has the current contract gone full term?</p> <p>A. Yes</p>
40	<p>Q. Have all options to extend the current contract been exercised?</p> <p>A. Yes</p>
41	<p>Q. Who is the incumbent, and how long has the incumbent(s) been providing requested service.</p> <p>A. Xtend, 2 years. Bidders interested in the current contract specifications and pricing information may review the current contract https://nj.gov/covid19oversight/transparency/contracts/reports.shtml</p>
42	<p>Q. How are fees currently being billed by any incumbents, by category, and at what rates?</p> <p>A. Bidders interested in the current contract specifications and pricing information may review the current contract https://nj.gov/covid19oversight/transparency/contracts/reports.shtml</p>
43	<p>Q. What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?</p> <p>A. Bidders interested in the current contract specifications and pricing information may review the current contract https://nj.gov/covid19oversight/transparency/contracts/reports.shtml</p>
44	<p>Q. Is previous experience with any specific customer information systems, phones systems, or software required?</p> <p>A. Yes, It's expected. Refer to SOW section 3.0</p>
45	<p>Q. What is the minimum required total call capacity?</p> <p>A. Varies by season. Refer to question #31 for current call volume.</p>
46	<p>Q. What is the minimum simultaneous inbound call capacity?</p> <p>A. Varies by season. Refer to question #31 for current volume.</p>

#	Question (Bolded) and Answer
47	<p>Q. What is the maximum hold time?</p> <p>A. Typically, hold time should not exceed ~5% of the average handle time.</p>
48	<p>Q. What percentage of inbound calls must be answered by a live operator?</p> <p>A. 100%.</p>
49	<p>Q. What percentage of calls must be resolved without a transfer, second call, or a return call?</p> <p>A. ~90%.</p>
50	<p>Q. What is the maximum percentage of calls that can be terminated by the caller without resolution?</p> <p>A. Targeted abandonment rate of 6% or less.</p>
51	<p>Q. Is there a minimum or maximum number of operators and supervisors.</p> <p>A. 90-150 operators.</p>
52	<p>Q. What are the required language options?</p> <p>A. English, Spanish, Arabic, Chinese, Gujarati, Haitian Creole, Korean, Polish, and Portuguese</p>
53	<p>Q. What is the required degree of dedication for the call center?</p> <p>A. Please see SOW/ RFP requirements.</p>
54	<p>Q. What is the required degree of dedication for the operators?</p> <p>A.. Please see SOW/ RFP requirements.</p>
55	<p>Q. Are callers required or allowed to connect with a message verification system or pre-recorded message before connecting to a live operator, or must a live operator be the initial contact?</p> <p>A. Yes, callers are connected initially to the IVR system and based on prompt options (and if time of call is during hours of operation) should be redirected to a live agent.</p>

#	Question (Bolded) and Answer
56	<p>Q. What are the recording requirements for inbound and outbound phone calls and how long must recordings be maintained?</p> <p>A. The current system used by the call center stores all recorded calls- both inbound and outbound calls that are successfully connected. Vendor must follow state policies on storage and retention.</p>
57	<p>Q. What are the recording and storage requirements for non-phone communications</p> <p>A. Please follow state policies on storage and retention.</p>
58	<p>Q. What is the current number of seats for operators and supervisors at your existing call center?</p> <p>A. See question and answer #31</p>
59.	<p>Q. What is the current average after-call work time for operators?</p> <p>A. State does not understand the question asked.</p>
60	<p>Q. Over the past year, what is the percentage of calls received in English versus non-English?</p> <p>A. The mix of English vs. non-English calls is highly dependent on the targeted demographic focus. The current mix of calls handled is approximately 75% English, 25% non-English.</p>
61	<p>Q. Over the past year, what percentage of calls received were in Spanish?</p> <p>A. From Jan 2021-6/2/22 Inbound calls via IVR</p> <p>Spanish Inbound = 11.3%</p>
62	<p>Q. What time of day, days of the week, or times of the year do calls typically peak?</p> <p>A. Varies by season and intervention.</p>
63	<p>Q. What was the previous spent on the contract?</p> <p>A. Bidders interested in the current contract specifications and pricing information may review the current contract https://nj.gov/covid19oversight/transparency/contracts/reports.shtml</p>
64	<p>Q. who is current incumbent on this contract?</p> <p>A. See question and answer # 41.</p>

#	Question (Bolded) and Answer
65	<p>Q: What is the period of contract?</p> <p>A: See SOW page 3. 8/1/22 through 7/31/23.</p>
66	<p>Q: What is the current budget on the contract?</p> <p>A: State declines to answer.</p>
67	<p>Q: Is it multiple award?</p> <p>A: No.</p>
68	<p>Q: Who is the incumbent and what improvements would you like to see?</p> <p>A: See question and answer #41. State decline to answer.</p>
69	<p>Q: What is the process for obtaining the current contract? Can we request a copy or is it a matter of public record?</p> <p>A: Bidders interested in the current contract specifications and pricing information may review the current contract https://nj.gov/covid19oversight/transparency/contracts/reports.shtml</p>
70	<p>Q: Can we obtain copies of call distribution reports for consumer & provider calls for at least the last 6 months in order to establish basic call arrival patterns when considering staffing predictions?</p> <p>A: Will be provided to awarded vendor/ contractor.</p>
71	<p>Q: Page 2 of RFP references text messaging to residents who are eligible for vaccines and outbound calls for special outreach projects. Will these be automated or are you expecting live agents to perform those texts and calls? Or can it be a combination?</p> <p>A: Text Messaging is automated. Outbound calls are manually dialed by agents.</p>
72	<p>Q: Footnote on page 2 says: "Provider Agents are call center agents with specialized training and healthcare background. They will communicate with people and facilities who administer the vaccines." What level of healthcare background is expected? CNA? RN? LPN? Specific medical education or number of credits?</p>

#	Question (Bolded) and Answer
	A: No specific healthcare credentials are required but agents will be communicating with vaccine administrators and will need a general understanding of vaccine supply chain issues and best practices.
73	<p>Q: At top of page three under Scope of Work it starts with: "The State is looking to set up the Call Center for 12 months." Is it expected that all agents will work from an actual call center or can the agents be remote/virtual working from home?</p> <p>A: Remote/Virtual only.</p>
74	<p>Q: On page 3 under Scope of Work it discusses texting and online chat functions. Will live agents be involved in performing this function or is this strictly an automated feature?</p> <p>A: Agents will be involved in online chat function.</p>
75	<p>Q: On page 5 the languages listed but not limited to are: Spanish, Arabic, Chinese, Gujarati, Haitian Creole, Korean, Polish, and Portuguese. What volume or percentage of the volume of calls are expected in each of the languages listed? Is the current data available?</p> <p>A: Please see question and response #87</p>
76	<p>Q: On page 6 under Training and Confidentiality it says Provide a knowledge management system/repository for documentation purposes (e.g., FAQs, job aids, etc.). Do you have that platform established that our agents can access, or are we required to develop a system?</p> <p>A: Vendor is expected to provide system.</p>
77	<p>Q: On page 14 Section 9.11 it says Governor Murphy signed Executive Order No. 271 which describes policies and expectations around employees being vaccinated. It goes on to say..." through which covered workers have access to State property." Does this apply if all agents are on OUR property and not accessing a NJ state-owned facility?</p> <p>A: See EO 271 https://www.state.nj.us/infobank/eo/056murphy/pdf/EO-271.pdf</p>
78	<p>Q: On pages 19 and 20 Failures & Nonexclusive Remedies are discussed. Are Liquidated Damages that are described based only on our systems or equipment failing? Or do these stipulations apply to any and all circumstances? Are there any exceptions designed into the contract that would make exceptions for a weather catastrophe or global issue with the internet or any other event that was deemed beyond</p>

#	Question (Bolded) and Answer
	A: If vendor/contractor proposing exceptions please clearly state in proposal.
79	<p>Q: On page 20 Section 1.2 Performance Standards are discussed. It is written that live agents need to be available 10:00am – 6:00pm 7 days a week, and other IVR capabilities will be available 24/7. On page 22 it references the hours of operation as 8am – 8pm 7 days a week. Please clarify. Do our agents need to be available 10-6 or 8-8 for 5 days a week or 7 days a week? Does this include holidays?</p> <p>A: See question and answer to question #1.</p>
80	<p>Q: Page 21 Section 1.3 Performance Management Metrics. The value of X in those scenarios will be negotiated and agreed upon by both parties during pricing negotiations and once the contract is awarded? Is this a correct assumption?</p> <p>A: YES.</p>
81	<p>Q: All calls are recorded. Where will they be stored? On your server or in our systems?</p> <p>A: See question and answer #56.</p>
82	<p>Q: Who is the incumbent currently performing this service?</p> <p>A: See question and answer #41.</p>
83	<p>Q: Is this being handled in-house or via outsourcing?</p> <p>A: Insufficient information to answer question.</p>
84	<p>Q: Is NJ DOH open to a partial award for this RFP?</p> <p>A: No.</p>
85	<p>Q: Are all services required to be conducted on-premises in New Jersey?</p> <p>A: Services are required to be conducted on-premises in New Jersey</p>
86	<p>Q: Is this a call center that has ever been outsourced before?</p> <p>A: This Call Center is outsourced.</p>
87	<p>Q: Could we receive a percentage breakdown of languages required?</p> <p>A: See below for the percentage break-out of non-English/non-Spanish calls in the month of May. The volumes by language vary by month and campaign focus:</p>

#	Question (Bolded) and Answer			
	LANGUAGE		Korean	16.9%
	Arabic	11.9%	Norwegian	2.3%
	Arabic (Egyptian)	0.9%	Pashto	0.4%
	Chinese Cantonese	0.5%	Polish	4.4%
	Chinese Mandarin	11.0%	Portuguese	18.3%
	Croatian	0.7%	Portuguese (Brazilian)	3.6%
	French	1.8%	Portuguese (European)	0.5%
	French Creole	2.3%	Portuguese Creole	0.5%
	Greek	0.4%	Punjabi	0.6%
	Gujarati	2.3%	Russian	3.2%
	Haitian Creole	5.0%	Thai	0.2%
	Hindi	5.7%	Turkish	2.0%
	Italian	2.1%	Urdu	2.6%
88	<p>Q: What is the current team size?</p> <p>A: See question and answer #31.</p>			
89	<p>Q: What information/data/other resources will require transition from the current vendor/in-house team?</p> <p>A: TBD when award is made.</p>			
90	<p>Q: What is the proposed budget for this project?</p> <p>A: State declined to answer at this time.</p>			
91	<p>Q: Would a remote call center be accepted for this project? If yes, would employees need to comply with the EO 271 re: vaccination?</p> <p>A: See question and answer #77 https://www.state.nj.us/infobank/eo/056murphy/pdf/EO-271.pdf </p>			

#	Question (Bolded) and Answer
92	<p>Q: What are the insurance requirements for this project?</p> <p>A. See NJ State Standard Terms and Conditions and NJ State Waivered Terms and Conditions. https://nj.gov/treasury/purchase/forms/StandardTermsandConditions.pdf</p>
93	<p>Q: Could the outbound call portion of this contract be put into a queue?</p> <p>A: Insufficient information to answer question.</p>
94	<p>Q: Would we be required to use the State's software for this project?</p> <p>A: No. Any software needed must be supplied by the vendor.</p>
95	<p>Q: To facilitate a non-disruptive expedited transition, is the State open to rebadge existing call center staff?</p> <p>A: Call Center/ services outsourced.</p>
96	<p>Q: Does current program have 80% NJ based staff?</p> <p>A: Yes.</p>
97	<p>Q: Can you please describe the workflow for outbound call campaigns for both provider and consumer? Does the State plan to provide call lists or is it the responsibility of the vendor to generate lists? Does the State wish vendors to provide an automated outbound dialer? How are eligible participants identified for outbound calls?</p> <p>A: Contact list will be provided by the State via access granted to internal System (NJIS & NJVSS).</p>
98	<p>Q: The RFP indicates a Firm Fixed Price (FFP) however the price sheets ask for hourly rates per labor category. Does the State intend to derive a FFP based on common criteria across all bidders for evaluation purposes? Will this derived FFP serve as the FFP for contract purposes?</p> <p>A: Yes.</p>
99	<p>Q: Does the State provide technology/tools to facilitate surveys? Does the State expect vendors to provide a tool to facilitate surveys?</p> <p>A: State expects vendor to provide the necessary survey tools.</p>
100	<p>Q: They want 2 contacts at all projects of similar size and scope, also references – this needs clarification</p> <p>A: State does not understand question.</p>

#	Question (Bolded) and Answer
101	<p>Q: The graphic describing consumer workflow indicates assumed number of agents to be 1300, however the RFP, on page 7 states number of agents are 200 to 400. Could you please clarify figure vendors should assume? Does the consumer workflow graphic outline actual current state processes?</p> <p>A: See question and answer #31 for current statistical data. No , the consumer workflow graphic does not outline the actual current state of processes.</p>
102	<p>Q: Can you please provide historical staffing levels by month, from the beginning of the Pandemic in early 2020?</p> <p>A: Historical data is unavailable at this time. See question and answer #31 for current statistical data.</p>
103	<p>Q: Can you please provide historical call volumes by month, from the beginning of the Pandemic in early 2020?</p> <p>A: Historical data is unavailable at this time. See question and answer #31 for current statistical data.</p>
104	<p>Q: Can you please provide historical call lengths by month, from the beginning of the Pandemic in early 2020?</p> <p>A: Historical data is unavailable at this time. See question and answer #31 for current statistical data.</p>
105	<p>Q: The sixth bullet states that the Vendor is responsible for a knowledge management system/repository. Is there any existing knowledge base material available for the Vendor to access? If there is an existing repository, what software is being utilized? Will the State supply licenses for the software?</p> <p>A: Vendor is expected to provide system. State will provide software. Please see question and answer #196.</p>
106	<p>Q: The last statement on the page says the State will provide the initial training curriculum to the Vendor for both the Consumer and Provider call center supervisors/agents. How long is this existing training (in days or hours) for the Consumer call center? How long is the existing training for the Provider call center?</p> <p>A. The existing new hire training is approximately two days for Consumer and five days for Provider. Ongoing training hours are dependent on the amount of refresher training required. Also, see answer to question and answer #2 above.</p>
107	<p>Q: Is it possible to provide points per category that will be used for evaluation purposes?</p> <p>A. Unavailable at this time.</p>

#	Question (Bolded) and Answer
108	<p>Q: Can the State please provide a breakdown of the actual staffing levels by position (supervisor versus contact center representative) for the last three months, as supported by current vendor's invoices?</p> <p>A: Please see question and answer #88</p>
109	<p>Q: Can the State provide actual call volume and other relevant statistics from the current vendor's call center reports for the last three months? The estimated call volume versus the suggested staffing levels suggests a significant disconnect, many more staff needed based upon projected call volume versus the staff projected and needed today, which makes it challenging to put together a comprehensive bid.</p> <p>A: Data unavailable at this time</p>
110	<p>Q: Would the state allow a "bring your own device" model for call center staff equipment requirements?</p> <p>A: Vendor's expertise to provide that information.</p>
111	<p>Q: Does the call center operate 7 days a week?</p> <p>A. Not at this time</p>
112	<p>Q: Will the call center need to be staffed on holidays?</p> <p>A. Not at this time</p>
113	<p>Q: What is the State-provided online registration system that is currently being used?</p> <p>A. NJVSS.</p>
114	<p>Q: Are you expecting to be open during holidays?</p> <p>A. See response to question #1</p>
115	<p>Q: Will the State accept a 100% remote solution or are you requiring physical facility?</p> <p>A. Yes.</p>
116	<p>Q: Based on the historical data which month does have high call volumes and what are the numbers? a) Inbound b) Outbound c) Text</p> <p>A. Based on intervention and vaccine access</p>
117	<p>Q: How long will be the training period for consumer agents and provider agents before assignment?</p> <p>A. Please see question and answer #33 and #106.</p>

#	Question (Bolded) and Answer
118	<p>Q. How many characters are in a "text segment"? Please specify the length of the text.</p> <p>A. Data unavailable at this time</p>
119	<p>Q: How many text segments are handled on average per month?</p> <p>A: Data unavailable at this time</p>
120	<p>Q: Please provide more information about Docket application.</p> <p>A: Don't understand question?</p>
121	<p>Q: Can we assign agents for 40 hours per week instead of 35 hours?</p> <p>A. Yes, but state will not pay for OT.</p>
122	<p>Q: Do vendors have to provide landline as well?</p> <p>A. NO</p>
123	<p>Q: What is the call volume (both inbound and outbound) of last quarter?</p> <p>A. Data unavailable at this time-</p>
124	<p>Q: Please specify the KPIs and SLAs vendor must comply with.</p> <p>A. Please refer to SOW/RFP</p>
125	<p>Q: Is the incumbent also responding to this RFP?</p> <p>A: N/A</p>
126	<p>Q: Is a remote workforce model permissible, or is it a requirement to have the agents in a call center facility?</p> <p>A: Yes remote is possible</p>
127	<p>Q: The RFP states that call volumes shift depending upon surges/external triggers and bidders must be able to quickly scale. Does the State have any more information for volume fluctuations?</p> <p>A. No</p>
128	<p>Q. Can The State provide historical monthly/weekly inbound and outbound call volume as well as text volume?</p> <p>A. Data will be provided to awarded bidder</p>
129	<p>Q. Will The State provide a Train-the-Trainer approach?</p> <p>A. Yes</p>
130	<p>Q. What is the length of training – number of hours? Consumer vs Provider?</p> <p>A. Please see question and answer #33 and #106.</p>

#	Question (Bolded) and Answer
131	<p>Q. Can you please identify what systems the vendor will need to use to schedule vaccines and how they are accessed?</p> <p>A. The vendor will be using the NJ Vaccine Scheduling System in NJVSS, to schedule vaccines. Special access will be granted to agents to schedule.</p>
132	<p>Q. What other technology is currently being used outside of vaccine scheduling?</p> <p>A. Technology for text messaging</p>
133	<p>Q. Is there currently an IVR system in place that would be migrated to the new vendor or will a new one need to be built by the vendor?</p> <p>A. Vendor will be required to build/maintain an IVR system.</p>
134	<p>Q. Who is the current incumbent and are they eligible to submit a proposal for this RFP?</p> <p>A. Xtend, Yes</p>
135	<p>Q. Will The State clarify that the chosen vendor will be hiring, training and managing only the Consumer Call Center Agents, and that The State will be hiring, training and managing the Provider Call Center Agents?</p> <p>A. The vendor will be hiring, training, and managing both Consumer and Provider Call Agents.</p>
136	<p>Q. The RFP mentions two-way text communication both with and without an agent. Will translations or a language line be needed for all languages listed for text communication? What is the anticipated type of two-way text communication to be expected?</p> <p>A: Yes – language translation is required for text communication. The type of two-way text communication is to be determined.</p>
137	<p>Q. What is going well with the current program and where is there room for improvement?</p> <p>A. Data unavailable at this time.</p>
138	<p>Q. Can we please get clarification on why the average FTE agent work week is 35 hours and not 40 hours?</p> <p>A. Follows state hourly work week.</p>
139	<p>Q. P.2 The State indicates there is an existing call center in place. What is driving the move to a different call center solution?</p> <p>A. Current contract term due to expire.</p>

#	Question (Bolded) and Answer
140	<p>Q. P6. The agents are staffed 10AM-6PM Eastern, Su-Sa, seven days a week, correct?</p> <p>A. See response to question #1.</p>
141	<p>Q. P7. How many evaluations are needed per agent? This is needed to determine QA staffing levels.</p> <p>A. Current vendor performs a minimum of 1 evaluation per week per agent.</p>
142	<p>Q. P7. How are demographic and geographic populations determined, i.e. from what application is this data being obtained?</p> <p>A. State provides vendor with demographic and geographic data to determine campaigns/projects.</p>
143	<p>Q. P9. Sec 6 indicates vendor provided laptops. Can PCs, BYOD access to VMware or a Thin scale solution be provided if they meet all other needs?</p> <p>A. Vendor will provide staff with necessary equipment.</p>
144	<p>Q. P9. Is connectivity to the state provided registration, scheduling and other apps accessed through a internet connection? If so, what bandwidth is needed to support these applications? Is 256Kbps adequate?</p> <p>A. Yes.</p>
145	<p>Q. P9. What customer transactions does the state anticipate for the self-service, voice, or text message responses on the IVR?</p> <p>A. Dial prompts on the IVR</p>
146	<p>Q. P9. How will calls be delivered to the Vendor call platform, will the state forward or port an existing toll-free number, does vendor provide toll free numbers, is a circuit needed to an existing state facility to transport the calls?</p> <p>A. Vendor will provide call platform and supply toll free numbers.</p>
147	<p>Q. P9. Is the requirement for internet connectivity that the vendor provide internet access from the employee's home, or that once the agent connects through their home internet, the vendor provides access to the IVR\ACD and internet access to state applications?</p> <p>A. Agents that work from home will need reliable home internet access in order to connect to the tools necessary to perform the service.</p>
148	<p>Q. P20. Penalties are assessed for IVR downtime. If a caller calls in and the IVR menus and self-service options are down for some reason, but the call can still be delivered to an agent and is handled, is that considered downtime?</p>

#	Question (Bolded) and Answer
	A. If a call can be connected to an agent and successfully handled it is not considered downtime.
149	<p>Q. Can you provide me with the current contract for the existing Call Center?</p> <p>A. Bidders interested in the current contract specifications and pricing information may review the current contract https://nj.gov/covid19oversight/transparency/contracts/reports.shtml</p>
150	<p>Q. Does the call center have to be completely remote or is a hybrid setup possible?</p> <p>A. See questions answer response #23 & #73 – Duplicate.</p>
151	<p>Q. Can a vendor subcontract to multiple call centers with the State of NJ to accommodate the request of 200-400 agents?</p> <p>A. No</p>
152	<p>Q. Will the State provide an additional two-week extension to 6/24 to allow adequate time for the State to review the questions and allow vendors to incorporate answers into their proposal response?</p> <p>A. State has extended due date for proposals multiple time to provide the time necessary for Vendor/ contractors to review.</p>
153	<p>Q. Is there an RFP number associated with this procurement</p> <p>A. 03-05-23-22</p>
154	<p>Q. First page of RFP shows due dates in the year 2023. Please update page 1 of RFP to reflect 2022.</p> <p>A. Please see RFP posting on web page. Posting date on page 1 was corrected and posted immediately to webpage</p>
155	<p>Q. Is there a size limit on file attachments when submitting our proposal via email?</p> <p>A. 40 megabytes inbound.</p>
156	<p>Q. The document states the "State anticipates a two-week period to transition from the existing Call Center to the new Call Center." Does the two-week transition period begin 8/1/22 or two weeks prior to 8/1/22.</p> <p>A. Date is to be determined/ subject to change. Transition would begin to weeks prior.</p>

#	Question (Bolded) and Answer
157	<p>Q. The document states the "State anticipates a two-week period to transition from the existing Call Center to the new Call Center." Does the two-week transition period begin 8/1/22 or two weeks prior to 8/1/22</p> <p>A. Yes</p>
158	<p>Q. The hiring plan includes a "Goal of hiring 80% New Jersey residents." Is this a contract requirement or a target?</p> <p>A. Contract requirement.</p>
159	<p>Q. The hiring plan states it should "Ensure 30% bilingual in Spanish." Can this requirement be satisfied by use of a translation service or is the contractor required to meet this threshold with contact center staff? If it is the latter, is the 30% threshold measured by ratio of bilingual Spanish-speaking staff to total staff, hours/availability of Spanish-speaking staff to total staff, or some other metric?</p> <p>A. No. ratio of total staff.</p>
160	<p>Q. Includes language that vendor will "Create agent shifts to avoid overtime costs." As the pricing schedule requires a firm fixed hourly rate for agent services, it is assumed that any overtime-related costs would be borne by the contractor. Can you therefore clarify the rationale for the stipulation that the shifts be created to avoid overtime costs?</p> <p>A. <i>Similar to Question #1 and #3</i></p> <p><i>Correct, No overtime. Vendor should shift work times.</i> <i>Hours of operation are</i> <i>10AM-6PM Monday-Friday</i> <i>10AM-4PM Saturday</i> <i>Closed Sunday</i> <i>Effective 5/21/2022</i></p> <p><i>The call center is open on all public holidays unless requested otherwise by NJDOH</i></p>
161	<p>Q . Is there a size limit on file attachments when submitting our proposal via email?</p> <p>A. See question and answer #155.</p>
162	<p>Q. Requirement states the vendor is to provide monthly report to client showing upcoming expected spend as tied to each distinct initiative. What is the timeline for submission of this information? Is there a template or format that the vendor is expected to utilize?</p> <p>A. See SOW/ RFP requirements, due date for the proposal. Compliance documents are in PDF format please do not change original format. Please do not utilize third-party/ encrypted email to submit proposals.</p>

#	Question (Bolded) and Answer
163	<p>Q. Requirement states that 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 services similar to those required by this RFP" (emphasis added). Given that much work related to COVID-19 Call Centers was recently awarded and is currently ongoing, is it acceptable to submit information about contracts of similar scope and size if they are currently underway (i.e., not yet completed)?</p> <p>A. Yes</p>
164	<p>Q. The table for the IVR System Availability (page 20) includes the following language: "The System (IVR) can facilitate connection to a live agent from 10 A.M. to 6 P.M., seven days per week." Similarly, the Workforce Management table (page 7) indicates Hours of Operation from 10 AM to 6 PM. However, under Exhibit B, Consumer Workflows (page 22), the Workforce Management section of the table states that Hours of Operation are 8AM - 8PM, 7 days with agent working hours being 7 hours/day for 5 days a week</p> <p>A. See response to Question #1</p>
165	<p>Q. Please clarify the expectation regarding hours of operation.</p> <p>A. See response to question #1</p>
166	<p>Q. One of the metrics to be reported is the Accuracy of Consumer recipient information entered into State-provided online registration system. How is this being measured currently?</p> <p>A. QA is performed by the vendor and reviewed by the State via call listening sessions to assure accurate data capture and proper call dispositioning.</p>
167	<p>Q. The RFP states that the "System (NJ COVID Call Center) shall be available, except for approved time for system maintenance". The Call Center hours of operation have been defined as 10:00 a.m. – 6:00 p.m.</p> <p>A. See response to question #1</p>
168	<p>Q. Please clarify the measurement process for this service level agreement. Is this SLA intended to measure the availability of the Call Center during these hours of operation?</p> <p>A. Yes.</p>

#	Question (Bolded) and Answer
169	<p>Q. We conduct background checks on all our applicants prior to hiring, are there New Jersey-specific requirements for background checks</p> <p>A. The awarded bidder will receive information on additional background check requirements if needed.</p>
170	<p>Q. Will the State provide “Train the Trainer”?</p> <p>A. Yes</p>
171	<p>Q. Please provide the expected frequency of releases requiring testing support.</p> <p>A. Approximately request changes every 2-3 weeks</p>
172	<p>Q. Will the State provide monthly historical data on the number of issues/bugs/tasks that are required to be documented in the tracking system?</p> <p>A. Yes</p>
173	<p>Q. What is the location for the required on-site support?</p> <p>A. Trenton, NJ</p>
174	<p>Q. What is the expectation for the number of required staff to provide the on-site support?</p> <p>A. Please see question and answer to #22</p>
175	<p>Q. What are the operating/working hours and days for the on-site support?</p> <p>A: Please see question and answer to #22</p>
176	<p>Q. Please provide the data elements that the on-site staff will be reviewing as part of the vaccination records processing.</p> <p>A. Data elements include, but are not limited to, vaccination status, demographics, geography, and consumer application access to Docket, and NJVSS.</p>
177	<p>Q. The RFP states, “Interactive Voice Response (IVR) includes support for Program’s provider field site inspections.” Will the State please provide details on what functionality is required to be provided via the IVR for this item? Is the functionality limited to FAQs or is more robust functionality like the ability to schedule and enter provider field site inspections required?</p> <p>A. The current IVR environment provides answers to frequently asked questions along with the skills-based routing to agents based on the purpose of the call.</p>

#	Question (Bolded) and Answer
178	<p>Q. The RFP states, "Support for Inbound emails/requests." Please confirm that this support is for an existing email/request system that is provided by the State and not something the vendor is required to set up and maintain.</p> <p>A. Correct</p>
179	<p>Q. The RFP states that there is an existing Call Center in place and the State anticipates a transition to a new Call Center. Please confirm that the State is seeking a new vendor and is intending to transition the responsibilities of the Call Center to a new vendor as part of this procurement.</p> <p>A. Existing Call Center Contract term/ award is expiring. RFP is for new award.</p>
180	<p>Q. The RFP indicates the State will hire and onboard staff to serve as Level 2 escalation for the Vendor provider Call Center staff. Will the State provide the monthly historical data on the percentage of monthly incoming calls to the Provider Call Center that require Level 2 escalation</p> <p>A. Yes after bidder is selected and approved.</p>
181	<p>Q. Will the State provide the monthly historical data for Call Center volumes including?:</p> <ul style="list-style-type: none"> A) Total inbound call volume by call type for both the Consumer Call Center and Provider Call Center B) Total outbound call volume by call type for both the Consumer Call Center and Provider Call Center C) Total inbound calls answered/handled by an agent for both the Consumer Call Center and Provider Call Center D) Total outbound calls handled by an agent for both the Consumer Call Center and Provider Call Center <p>A. Yes after bidder is selected and approved.</p>
182	<p>Q. Please provide information on the text messaging campaigns.</p> <ul style="list-style-type: none"> • A. Event Campaigns: Bulk message texts to target residents based on geographical location of targeted event. Text includes 2 way functionality for representment in predetermined language

#	Question (Bolded) and Answer
	<p>options. Vendor is responsible for pulling data by distance, such as all residents within 1 mile, 5 miles, 10 miles, etc. of event locations.</p> <ul style="list-style-type: none"> • Outreach Campaign: Bulk message texts to target residents with general message. • Educational Campaign: Auto-generated text based on the outcome of call with various pre-determined language. Can also be deployed via agent selection during the call. • Response Requested Communication Campaign: Conversation text sent that includes follow-up questions/responses based on a reply from the recipient. • Survey Campaign: Conversation text sent with survey questions & responses. • Agent Conversation Campaign: Conversational Text between an Agent & Recipient regarding any questions a caller may have.
183	<p>Q. How many text messaging campaigns are expected? How many consumers are included in the text messaging campaigns?</p> <p>A. Text Messaging campaign is dependent upon contacts eligible from NJIIS and NJVSS and vary weekly.</p>
184	<p>Q. Please provide the monthly historical data on the response rate(s) for text messaging campaigns</p> <p>A. Text Messaging campaigns are sent on an informational basis and do not require a response.</p>
185	<p>Q. What is the SMS expected opt-in rate for the target population?</p> <p>A. The opt-in rate is highly dependent on the type of campaign in flight. The State does not have a reliable way to estimate opt-in rates in the future.</p>
186	<p>Q. Please provide the monthly historical data on the volumes of 2-way text messaging with residents.</p> <p>A. Text Messaging campaigns are sent on an informational basis and do not require a response.</p>
187	<p>Q. Will the State provide information on the volume and percentage of incoming calls that are contained in the IVR for both the Consumer Call Center and Provider Call Center?</p> <p>A. Yes, but data is unavailable at this time</p>
188	<p>Q. Please provide the historical actual monthly overall average call handle times for both the Consumer Call Center and Provider Call Center</p>

#	Question (Bolded) and Answer
	A. Historical data will be provided to awarded bidder
189	<p>Q. Will the State please provide the historical actual monthly average call handle times by call type?</p> <p>A. Data is unavailable at this time. Varies by intervention, surges, etc.</p>
190	<p>Q. Please confirm that average call handle time is inclusive of “wrap-up handle time.”</p> <p>A. The average call handle time does not include wrap-up time</p>
191	<p>Q. Please provide the current average handle time for 2-way text communications with residents</p> <p>A. This function is a future enhancement NJ DOH would like the call center to perform and as a result there is no data available.</p>
192	<p>Q. The RFP states various requirements for Text Messaging including but not limited to an ability to perform 2-way communication with a resident via text with and without an agent is required. Please confirm that the Vendor is required to provide, install, configure, and maintain a SMS/text system to meet the requirements provided in the RFP versus managing an existing State-provided SMS/text system.</p> <p>A. Yes</p>
193	<p>Q. Will the State please provide the estimated number of State users that will need access to the SFTP solution?</p> <p>A. 3</p>
194	<p>Q. RFP states, Customer Satisfaction is a key metric required to be reported on based on post-call surveys. Please clarify whether the State has already developed a post-call survey or will be requiring the new vendor to develop a new survey.</p> <p>A. The State is requiring the new vendor to develop a new survey</p>
195	<p>Q. Will the State provide historical data on how incoming call volumes are impacted after outbound text message campaigns?</p> <p>A. Please see question and answer to #188</p>
196	<p>Q. Please confirm that the State-provided systems are accessed via web browser. If not, please provide method of access. What technology would a vendor use to access the system remotely? Will the</p>

#	Question (Bolded) and Answer
	<p>state allow a network communication using an internet site secure VPN tunnel for accessing the state system?</p> <p>A. The State's NJVSS and NJIIS are web-based systems accessed via internet and browser. Docket is a web-based app accessed via native app on the Google play store and Apple app store. Access to state systems shall be in accordance with matters of least privilege and shall be consistent with secure and encrypted protocols in accordance with IT security and industry standards. The State may allow a network communication using internet site secure VPN tunnel for access the state system and the vendor shall provide, in its bid response, the detailed technical specifications of its architecture which include security specifications which will be submitted to the State for a security review.</p>
197	<p>Q. Please confirm that the State will make available to the awarded bidder any relevant transition material including but not limited to current call center scripts, IVR flows, etc. at contract award in order to promote an effective and efficient Call Center transition.</p> <p>A. Yes</p>
198	<p>Q. The State Price Sheet requires that Vendors provide a per character Unit Rate for Text Messaging, inclusive of translation services. To effectively price this line item, will the State provide the estimated monthly volume of inbound and outbound text messages and the estimated average number of characters per text message?</p> <p>A. Approximately 13 million outbound text messages per month. Varies by the number of characters.</p>
199	<p>Q. The State Price Sheet indicates, "Note: Training and User Provisioning on the New Jersey Vaccine Scheduling System (NJVSS)" for this price line number. Will the State clarify the intent of this note? Is the note intended to limit reimbursement for Vendor-provided Trainers to training provided by the Vendor on the training and user provisioning for the NJVSS?</p> <p>A. The intent of the Note is to request hourly rates for trainers that will perform training and user provisioning.</p>
200	<p>Q. Please confirm that the hours required to meet the RFP requirements in Section 8, Overall Program Management, Analytics, will be reimbursed through this hourly rate. Please clarify which unit Vendors are required to price for this line item, (e.g. per minute, per call?)</p> <p>A. Yes, hourly.</p>
201	<p>Q. The State Price Sheet indicates, "Including project management and special project support" for this price line number. Will the State please clarify what support will be reimbursed through this price line number?</p>

#	Question (Bolded) and Answer
	<p>Is this price line number intended to reimburse Vendors for Team Leads providing support to Call Center agents or is this Labor Rate title only for required dedicated support for project management and special project support?</p> <p>A. The intent of the Note is to request hourly rates for Team Leads including those that provide project management and special project support.</p>
202	<p>Q. Please confirm that the Call Center Agents (CCA) rates are to be inclusive of both Consumer Call Center agents and Provider Call Center agents.</p> <p>A. Yes</p>
203	<p>Q. Will the State please provide the monthly historical data on incoming call volumes per language including but not limited to the languages referenced in the RFP</p> <p>A. Please see question and answer #87</p>
204	<p>Q. Will the State please provide the monthly historical data on incoming call transfer rate(s)?</p> <p>A. Yes, State will provide data to awarded bidder</p>
205	<p>Q. Will the State please provide the monthly historical data on call abandonment rates?</p> <p>A. Please see question and answer #188</p>
206	<p>Q. Will the State please provide the monthly historical data on average and maximum time-to-answer?</p> <p>A. Please see question and answer #188</p>
207	<p>Q. Will the State please provide the monthly historical data on percentage of calls blocked?</p> <p>A. Please see question and answer to #188</p>
208	<p>Q. Will the State share the current KPIs that exist between the State and the existing Vendor in order to ensure maximum continuity of focused performance management during the Call Center transition</p> <p>A. The following are measured by the current vendor: Offers, Answers, Abandon Rate %, AHT, ASA and Disposition type.</p>

#	Question (Bolded) and Answer
209	<p>Q. Will the State provide a breakdown of the monthly volume of calls transferred to additional resources (e.g. 2-1-1; NJPIES) through the IVR versus calls transferred via warm handoff by an agent?</p> <p>A. Total historical volumes from 1/1/2022 to 6/29/2022 summarized by month will be provided to awarded bidder. Categories:</p> <ul style="list-style-type: none"> • IVR Transfers: NJPIES & 2-1-1 (Maximus) • Agent Transfers: Provider SME (based on outcome disposition)
210	<p>Q. Please confirm that the Vendor is required to provide outbound dialing functionality/software (e.g. automated outbound dialing) as part of its telephony solution.</p> <p>A. Yes.</p>
211	<p>Q. Please confirm that the 1-hour response time required during business operations is only applicable to the Call Center Hours of Operation, 10:00 a.m. to 6:00 p.m., 7 days a week.</p> <p>A. Yes.</p>
212	<p>Q. Subsection C states that the termination notice period may be shortened unilaterally in cases of “emergency.” Please provide clarification as to what would be considered an “emergency” that may necessitate a shortened notice period without an opportunity to respond</p> <p>A. See State Terms & Conditions.</p>
213	<p>Q. Text messaging- Industry standard is to price text segment of 16-characters. Will the state consider changing the pricing sheet from price per character to price per text segment 160 characters?</p> <p>A. No.</p>
214	<p>Q. Will the State provide files with information to conduct outbound calls? If so, what file format will be used?</p> <p>A. Access to NJIIS and NJVSS will be provided.</p>
215	<p>Q. What was the previous spent on the contract</p> <p>A. Bidders interested in the current contract specifications and pricing information may review the current contract https://nj.gov/covid19oversight/transparency/contracts/reports.shtml</p>
216	<p>Q. Who is current incumbent on this contract and how long they have been serving</p> <p>A. See question and answer #41</p>
217	<p>Q. What is the period of contract</p> <p>A. See RFP</p>

#	Question (Bolded) and Answer
218	<p>Q. What is the current budget on the contract</p> <p>A. See question and answer #218</p>
219	<p>Q. Is it multiple award</p> <p>A. No.</p>
220	<p>Q. Whether companies from outside USA can apply for this</p> <p>A. No.</p>
221	<p>Q. Whether we need to come over there for meetings</p> <p>A. Yes.</p>
222	<p>Q. Can we perform the tasks (related to RFP) outside USA (like, from India or Canada)?</p> <p>A. No.</p>
223	<p>Q. Can we submit the proposals via email?</p> <p>A. all proposals are to be submitted via email to the Central Procurement mailbox. centralprocurement@doh.nj.gov</p>

STATE OF NEW JERSEY DEPARTMENT OF HEALTH

Response to Request for Proposal #03-05-23-22 - COVID-19 Vaccine Call Center

July 22, 2022



July 22, 2022



[REDACTED]
State of New Jersey
Department of Health
Central Procurement
55 N. Willow Street, 6th Floor
Trenton, NJ 08625-0360

Dear [REDACTED],

Xtend Healthcare (Xtend) is pleased to submit the following response to the State of New Jersey Department of Health's (NJDOH) RFP for COVID-19 Vaccination Call Center services. We understand NJDOH's needs for consumer and provider vaccination call center services. As the incumbent vendor, we have developed an integrated communication strategy that combines targeted text campaigns and a core team of New Jersey-based call center agents with substantial on-the-job experience. Our agents are very familiar with established NJDOH protocols and business rules that guide our daily operations. Our flexibility and responsiveness throughout the initial term of our engagement demonstrate our ability to rapidly customize any component of our offering to meet NJDOH's evolving needs.

In addition to our current engagement with the NJDOH, our affiliate – Navient BPO – is currently engaged to support New Jersey's Department of Labor & Workforce Development and Department of Treasury – Division of Taxation. Xtend leverages the same core technology, infrastructure, and support as our affiliate and focuses exclusively on the delivery of highly flexible and configurable healthcare customer service solutions. We are proud of the fact that all of our engagements with the state of New Jersey have been highly successful and have delivered significant value to the state.

Xtend has extensive experience in public health call center services and has partnered with numerous state and local public health entities to communicate with the general public and providers. Xtend meets or exceeds the basic requirements outlined in the RFP and can continue to provide analytics, reporting, texting, a telephony platform, and the required number of agents for NJDOH throughout the proposed term. Our agents are trained to handle inbound and outbound call volumes while following the specific workflow and scripting prescribed by NJDOH. In addition, all agents are trained in healthcare-related issues, such as HIPAA and patient confidentiality, and we designed our QA processes to ensure compliance. Said simply, our agents handle sensitive healthcare data daily and are accustomed to interacting with consumers in a manner that ensures their confidentiality and quality outcomes. We have proven our ability to adjust as needed to handle demand spikes, routinely scaling our bandwidth up or down as the pandemic ebbs and flows.

Xtend believes that the services we provide to the NJDOH today deliver long-term value that supports your ongoing needs to address a broad range of existing and emergent public health challenges. Our intent is to continue providing excellent service during the anticipated 12-month term of this proposal so that we can demonstrate the long-term potential of a consumer call center to educate your most vulnerable populations on infectious and chronic disease programs.

Thank you for your consideration. It is our goal to partner with our clients for the long term, and we are committed to continue providing outstanding results to NJDOH. We look forward to the opportunity to extend our partnership with NJDOH.

Sincerely,


Mike Morris
President & CEO
[REDACTED]

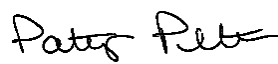

Patty Peterson
SVP, Operations Support
[REDACTED]

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Contract contact:
Mike Morris
President & CEO
90 Volunteer Drive
Hendersonville, TN 37075
[REDACTED]

This response is presented by Xtend Healthcare, LLC,
a wholly owned and controlled subsidiary of Asset Performance Group, LLC.
Navient Corporation wholly owns Navient B.P.O., LLC, Asset Performance Group, LLC,
and various other subsidiaries that may be involved
in the delivery of services under this proposal.

For simplicity, we routinely refer to ourselves as “Xtend”
throughout this proposal.

EXECUTIVE SUMMARY

Xtend has been engaged with the State of New Jersey Department of Health (NJDOH) since January 2021, providing as many as 2,200 specially trained call center agents for vaccine communications at the height of the pandemic. Xtend specializes in contact center and data management solutions for healthcare providers, including hospitals, physician groups, and public health entities. Each year, we facilitate millions of

interactions with patients, providers, and payers on sensitive subjects, maintaining strict confidentiality while documenting each call and doing so accurately and efficiently. Our core competency includes inbound calls, targeted outbound calling as requested, and omnichannel communication solutions including interactive texts, emails, chat, and web-based methods that are consumer friendly and can be rapidly scaled up or down to meet NJDOH's needs.

Xtend has the organizational structure, facilities, and technology in place to adjust rapidly to the evolving needs you identify while continuing to provide texting and call center operations to the NJDOH. Xtend maintains a ready technology deployment team, training team, human resources team, and experienced operations managers to rapidly evolve and maintain excellent service to NJDOH.

We have developed an extensive library of frequently asked questions (FAQs) with NJDOH-specific answers, NJDOH-approved call scripts, and basic case-handling procedures for team members dedicated to the NJDOH engagement. Xtend will continue to provide this library of information to agents in real time to ensure high-quality interactions with consumers and providers. While the vast majority of Xtend's agents currently dedicated to NJDOH work within New Jersey — providing employment opportunities to in-state consumers —our agents can work remotely from any location within the United States.

Agents will continue to supply their own peripherals: phone, computer, high-speed internet, and access to a Google Chrome browser at no additional charge to NJDOH. Agents use these resources to connect securely to the Xtend and/or NJDOH tools and applications needed to perform the services.

Xtend agrees to provide customer call center staffing during the hours of operations outlined in the RFP, seven days per week. In addition, Xtend is extremely flexible and can adjust hours of operation upon request.

Our additional experience and call center capabilities:

- Xtend has access to Text Telephone (TTY) services to interact with NJDOH's hearing-impaired contacts at any time the call center is open.
- Xtend has bilingual call center team members fluent in both English and Spanish.

NJDOH vaccine project statistics in partnership with Xtend Healthcare

- **6.5M** inbound calls received
- **34.4M** outbound calls made
- **113.65M** text messages sent

- We partner with a language service provider that provides access to dependable and highly trained professional linguists fluent in more than 240 languages, such as Arabic, Bengali, Chinese (Mandarin, Cantonese, and other Chinese dialects), French, Haitian Creole, Gujarati, Hindi, Korean, Polish, Spanish, Tagalog, and Yiddish.
- Xtend is accustomed to hiring multilingual individuals and does so frequently. We have a program whereby we offer differential pay for individuals fluent in languages other than English. This enables us to attract talent matching the needs and desires of the communities we serve.

In addition to supplying agents to address inbound calls from consumers and providers, we will continue to provide the following customized services:

- Contact New Jersey consumers via text — or by phone as agreed upon — that do not appear in New Jersey Immunization Information System (NJIS), to offer citizens assistance with finding a vaccination location. Xtend has purchased a list of all New Jersey consumers and has compared that list to the NJIS list in order to determine who may not have received any vaccinations. We have coordinated with the state to receive approval for an outreach campaign to increase the number of vaccinated consumers in the state.
- Answer inbound calls from providers seeking assistance with vaccination location sites regarding ordering of vaccine doses, vaccine finder documentation, temperature logs, and shipment claims. Xtend will coordinate with NJDOH subject matter experts (SMEs) to assist providers who have unique questions or needs.
- Provide comprehensive analytics and strategic initiatives that align with the NJDOH mission statement through:
 - Extraction and incorporation of NJIS/ New Jersey Vaccine Scheduling System (NJVSS) information through an existing, secure file acquisition process
 - Interpretation of data to inform Xtend's consultative guidance and materials and evolve services to enhance support of NJDOH priorities
 - Flexibility to accommodate any analytics requests to measure impact of services in real time
- Clean up duplicates in NJIS by periodically reviewing a list provided by NJDOH Provider/IT staff. In order to update the record accurately, Xtend will call consumers to confirm name spelling and gender identity, record these items on a spreadsheet, and share that spreadsheet weekly with NJDOH so you can update NJIS records.
- Assist inbound callers with installation of the Docket mobile application and troubleshooting vaccination visits that do not appear in the caller's Docket app. Xtend coordinates with NJDOH personnel when a caller requires immediate assistance. Tickets are created for callers who require assistance that cannot be remediated by an Xtend agent. Xtend and NJDOH meet twice a week to report on calls received and outstanding tickets.
- Other special projects that were developed and implemented within 24 hours on initiatives such as:
 - Outreach for vaccination location walk-in availability
 - Contact senior centers and family housing for vaccination event planning
 - Assist with NJDOH annual provider application submission process
 - Supply on-site agents for mail opening and IT ticket data entry
 - Dedicate agents for ticket resolution and mail gathering and dissemination
 - Deploy agents to call consumers who are scheduled to attend an MCC event
 - Call available lists of consumers manually to remind them to appear at their appointments at pop-up vaccination events

- Support at-risk communities with dedicated bilingual agents ready for inbound calls generated from live cable TV events (e.g., on Univision and Telemundo) encouraging consumers to call us for vaccine appointment help
- Support specific events with calls from agents to event coordinators 24 hours prior to the event to confirm location address and hours
- Quality assurance (QA) – Xtend reviews calls made and received by agents to ensure proper use of scripting and that agents are providing the correct information. We use QA results to continually educate and improve the quality of calls the agents handle.

Our experience and executional volumes include:

- 10 million external customers supported
- 10 domestic call operations centers
- 20 million inbound and 250 million outbound calls annually
- 750 million servicing transactions annually
- 7 million payments processed and reconciled monthly
- 400,000+ unique daily visitors to our websites
- 4,000 servers, 8,000 databases, 15 petabytes of storage
- Nearly 5 million documents imaged per year

In summary, Xtend has a proven track record of meeting the unique needs of public health authorities including the NJDOH during the pandemic, and we are well positioned to continue doing so into the future. Our services are well suited to address the ongoing infectious and chronic disease challenges you face each day. We look forward to demonstrating the ways we can collectively serve New Jersey consumers in the pursuit of better public health.

TECHNICAL PROPOSAL

Xtend will continue to accept inbound and place outbound phone calls at NJDOH's request to assist in COVID-19 vaccination campaigns and will document activity as appropriate in NJDOH systems of record (NJVSS and NJIIS).

We will provide the requested number of New Jersey-based call center agents to staff the Vaccination Call Center. Xtend will remain responsible for all hardware/technology needs including computers, headsets, telephones, and other essential equipment. Xtend acknowledges and confirms our ability to operate within the criteria below as requested:

Vaccination Call Center Services	
Estimated Agents	Blended inbound/outbound consumer agents: 150-300, scalable based on inbound volumes Outbound provider agents: 50-100, scalable based on the number of outbound campaigns in flight
Hours of Operation	10 a.m. to 6 p.m. ET, seven days a week

Xtend will continue to work with NJDOH to enable our agents to provide general information to consumers on vaccines including who can get it, where, when, and address any vaccine safety / effectiveness concerns. We also can assist with scheduling healthcare providers and consumers for vaccines, obtaining authorization, and providing timely reminders, especially for time-sensitive additional doses.

For providers, our agents can handle inbound calls from provider sites related to ordering vaccine doses, vaccine finder documentation, shipment claims, and delivery (including but not limited to operations, cold chain management, wastage, etc.). We will coordinate with NJDOH SMEs to assist those providers who require additional support outside of the agent's scope. We also can assist with outbound calls including reminders and/or troubleshooting related to reporting COVID-19 doses administered data to NJIIS in a timely manner.

We will leverage the following solutions and capabilities to continue successfully coordinating NJDOH's strategic, multichannel communication campaigns:

- **Inbound call center capabilities**
 - General/public information
 - Screening for eligible/prioritized populations
 - Scheduling for first (and all additional) doses
 - Services also available via web, IVR, chat, etc.
- **Outbound contact strategies**
 - Text/email
 - Automated alerts/reminders
 - Interactive texts
 - Predictive dialing/messaging
 - Use of targeted messaging campaigns to promote vaccination to at-risk populations
 - Manual dialing/messaging
 - In addition to large-scale campaigns, Xtend performs manual dialing campaigns for small, targeted audiences including specific geographic locations, providers, senior housing, and community outreach centers
- **Technical support for vaccine providers**
 - Answer questions on accessing/using NJIIS
 - Provide COVID-19 NJIIS training support
 - Callbacks requested by provider
 - Return calls related to ongoing issues requiring follow-up and resolution
 - Callbacks related to training and/or user provisioning for NJIIS or NJVSS

SUMMARY OF SPECIFICATIONS

Hiring

Xtend will continue to provide the required number of call center agents, leaders, and support teams to facilitate and maintain call center operations for NJDOH. Xtend can continue to accommodate fluctuating volumes by ramping resource loads up and down based on demand and needs defined by NJDOH. Xtend will be responsible recruiting, interviewing, and appropriately hiring call center agents based on anticipated need.

Continuous recruitment of top talent

As noted above, Xtend has successfully ramped up large (2,000+ person) COVID-19 response teams practically overnight. Our high-volume internal recruitment capabilities uniquely qualify us as a partner for NJDOH. These capabilities enable us to account for ebbs and flows in resource demand without interrupting normal business functions. Xtend's philosophy is to hire New Jersey consumers to perform functions outlined in the proposal – 99% of our agents currently serving the NJDOH are New Jersey consumers. This local commitment ensures our employees are authentic, knowledgeable ambassadors for NJDOH and its consumers. We adhere to our established, robust internal policies and procedures surrounding hiring and candidate selection. Such policies include but are not limited to: Equal Opportunity Employment (EOE) and nondiscrimination based on race, ethnicity, disability, protected veteran, sexual orientation, gender status and identity, and other attributes.

We route all incoming employment inquiries through all available channels to our recruitment center for interviewing and processing. Our recruiters use social media, calling campaigns, community/university partnerships, and in-person job fairs if needed/required. (We will use all applicable social distancing techniques should in-person recruitment be needed/desired.)

Xtend leverages its internal Human Resources and Recruiting departments to identify and attract available top talent. It is Xtend's practice that all applicants selected for employment will be subject to a background investigation. Offers of employment are conditional upon Xtend's receipt of a signed pre-employment background investigation authorization form and satisfactory results from all investigative bodies. Any applicant who refuses to sign an authorization for release of information will not be eligible for employment. Background verifications may include criminal and credit checks, employment/education/licensure verifications, drug screening, fingerprinting, and other screens as required. We also will continue to comply with any NJDOH background check policy.

Xtend is committed to not using any offshore agents or resources for the NJDOH vaccine call center engagement.

Retaining talent

Committed and knowledgeable employees are the foundation of our success. We begin our retention strategy — which is maintained and enhanced by our Corporate Attrition team — on an employee's first day of new hire training. We conduct employee engagement activities to keep employees engaged and motivated. Xtend provides employees with a career path, promoting from within whenever possible. Our Corporate Attrition team personally reviews employee attrition rates and regularly interacts with staff to learn about ways to enhance retention and job satisfaction. Xtend regularly conducts employee engagement surveys and takes proactive steps to make improvements based on employee input.

Inclusion, diversity, and equity

At Xtend, we encourage and benefit from differences in thinking that arise from diverse backgrounds and experiences. We appreciate what each person individually and collectively brings to the table. We are committed to ensuring all employees feel welcomed, valued, and included and can bring their whole selves to work so they can contribute in a meaningful way.

- **Inclusion** is a behavior. For our leadership team, it's about recognizing and valuing different perspectives and backgrounds, ensuring each of our employees feels welcomed, valued, and included.
- **Diversity** means that members of Team Xtend/Navient have a broad range of dimensions or attributes, visible and invisible. These include, but are not limited to: age, race, gender, sexual orientation, national origin, veteran status, learning and problem-solving strategies, physical abilities, or communication styles.
- **Equity** ensures all employees are treated fairly and have access to quality opportunities, information, and resources to work effectively and grow professionally. It means distributing resources based on the needs of the recipients rather than equal distribution for all.



We're stronger together. We succeed because we're inclusive and authentic, and we know good ideas can come from anywhere and anyone.

Xtend is also committed to establishing relationships with minority/veteran/women-owned businesses throughout the country. While Xtend is not certified as a diversity business, we are proud to include women, veterans, and minorities among our highest tiers of leadership.

Training and confidentiality

Xtend will collaborate with the state to ensure a smooth transition of work and training of call center agents to swiftly implement services. Based on our experienced team and best practices established during the current engagement with NJDOH, we have a significant library of training content and customized tools to rapidly onboard agents in mass quantities in support of the NJDOH Vaccination Call Center program. Our team of trainers and managers are highly skilled at packaging customized client materials and job aids for expedited training and ongoing reference to manage learning curves and accelerate the “time to proficiency” for our agents.

Xtend’s Training and Operational Leader will be involved during the training process to ensure client-specific standard operating procedures are in place and accommodate your specific needs. We will provide all team members with a detailed job aid specific to the nuances of their role. Each user will undergo training or refreshers on the systems used by the state. Any additional training support will be isolated to specific workflows designed for the state and supporting systems used.

We provide the following specialized training to each agent:

- Training is a three-day interactive coaching experience
- Agents receive a skill set in strong customer service, client specifics, and company guidelines to transition them confidently from training to handling inbound and outbound call
- We create an environment in which agents can continuously learn and improve, working in a team culture that welcomes questions and feedback

Overall employee processes and materials include:

- Partner with HR team members to review company policies and procedures
- Work from home etiquette, tips, techniques, and common rules
- An understanding of patient confidentiality, including the ability to conduct interviews without violating confidentiality (e.g., to those who might overhear their conversations)
- Understanding of the medical terms and principles of exposure, infection, infectious period, infectious interactions, disease symptoms, and pre-symptomatic and asymptomatic infection
- Interpersonal, cultural sensitivity, and interviewing skills to help build and maintain trust with patients and contacts
- Basic crisis-counseling skills and the ability to confidently refer patients and contacts for further care if needed
- Understanding of when to refer individuals or situations to medical, social, or supervisory resources
- Client specifics
 - NJVSS Registration and Scheduler
 - NJ Online resources, IE; testing site lookup; vaccination site radius lookup
 - Common goals for the client and consumers
 - Agent’s role with the project
 - Daily workflow including productivity goals and expectations
 - Job aids (e.g.,
 - call flow, FAQs, huddles, common sites, and dispositions)
 - NJVSS
- General communication - customer service skills

- General communication: how to conduct conversations with consumers by learning best practices, and how to navigate within their support tools
 - Empathy: how to relate and respond with care, concern, and friendliness
 - Active listening: techniques on listening and clarifying what the resident's needs are
 - Call control: equip agents with skills to exhibit confidence by providing solutions, avenues, and tools
- Call listening
 - Agents listen to active calls, critique, and provide feedback.
- Role play
 - We use this interactive tool to address hesitancy, rebuttals, and common/uncommon questions; and as a disposition refresher
- Continued training
 - Identify training and development needs based on continuous evolving guidelines.
 - Consistently evaluate the training needs of the contract and making adjustments
 - Provide constant internal monitoring through praise and feedback

Xtend employs a variety of training methodologies and certification platforms to ensure our staff stay current with the latest in project developments, essential skills training, and new technologies that facilitate increased patient satisfaction, overall employee performance, and program outcomes. Complete knowledge of and compliance with all applicable regulations and HIPAA requirements are vital parts of our culture and, therefore, crucial components of our training program. As the regulatory environment is constantly changing, our Training department remains up to date on the evolving regulatory environment and provides ongoing education to staff through individual and group training, e-learning programs, and updated training guides. A test follows each learning session, and the employee must achieve a satisfactory score to receive credit for completing the training. Xtend will ensure that training updates are provided to all agents timely, including time-sensitive updates in less than one hour.

Training magazine has identified our enterprise's training program with its Apex award for eight consecutive years (2015-2022), based on an external qualitative and quantitative review of our program. Evaluation categories include program and scope, training infrastructure and delivery, evaluation methods and metrics, and human resources. Having a well-trained and highly skilled customer service staff is critical to our success. Our trainers respond quickly to the constantly evolving demands of COVID-19 related communications and are quick to develop and promulgate best practices in collaboration with clients and operations leaders.



2022 WINNER

Our business provides solutions to public health agencies, healthcare providers, medical practices, patients, and the general public. Showing respect for patients, protecting sensitive data, and complying with all relevant regulations are fundamental to our business. Accordingly, we maintain HIPAA policies and procedures to ensure employees and affiliates keep all information concerning patients and contacts confidential.

Basic tenets of our HIPAA compliance program include:

- Xtend employees and/or affiliates...
 - Will access, use, and disclose a patient's protected health information (PHI) only as expressly allowed by policy and procedures
 - Will be sensitive to the privacy needs of patients, and where possible, conduct communications involving PHI outside of hearing range of others
 - Must receive new hire training and annual training on HIPAA policies and procedures and sign Xtend's "HIPAA Acknowledgement" to signify their understanding of personal responsibility for HIPAA compliance
 - Are subject to disciplinary action – up to and including termination and prosecution – in the extremely rare case of inappropriate HIPAA disclosure(s) and/or PHI use prohibited by policies and procedures
- We will train all staff on relevant state policies/procedures related to outsourced functions and activities. Xtend will act in full and complete compliance with the terms of any agreement with the state as well as any and all applicable federal, state, and local laws and regulations.

Xtend will comply with all terms and conditions outlined by the State of New Jersey in our contractual agreement. All call center agents and call center supervisors will sign a confidentiality agreement provided by the state to protect confidentiality of information about New Jersey consumers who use the call center and the NJIIS or NJ Vaccine Scheduling System.

Workforce management

Xtend will continue to assign an exclusive group of team members dedicated solely to the state's account, all of whom will be trained according to the specific policies and procedures of the state and Xtend. Xtend will provide the required number of call center agents operating from New Jersey and locations throughout the U.S. to support the vaccination call center operations.

Xtend will customize existing forecasting models (which align with agent requirements) that we have used for the current engagement and will share model with the state upon request.

Our approach leverages our established inbound and outbound contact center capabilities – including automated text, e-mail, and chat communications – while capturing patient and contact data in NJVSS and NJIIS. Our team has experience working with NJVSS and NJIIS platform, and we also can share knowledge on best practices and usage/workflow to assist in creating efficient processes for NJDOH.

We have an online staff-scheduling system and an associated mobile app which allow our agents to self-schedule, reducing uncertainty, costs, and turnover. This system enables Xtend to easily create schedules that align with modeled needs and manage the complexities of scheduling for a large agent staff. The mobile app enables team members to keep track of their schedule while also enabling Xtend to manage availability across multiple shifts. Through the app, team members also can submit time-off requests and collaborate on shift trades. Lastly, this system is a powerful management tool to ensure consistent performance. As an example: if an agent calls out, we can text agents who have stated they were available for back up to log in and pick up this shift with the click of a button.

Our advanced contact center technology and systems support management, documentation, and reporting for each customer interaction. This includes capabilities such as on-demand access to reports customized to meet NJDOH's needs. These data allow for comprehensive reporting on call volumes, how each call was resolved, whether a transfer was required, and any required follow-ups (e.g., sending a link to an online resource or resending a disposition letter). Our telephony infrastructure uses state-of-the-art call center management software that can seamlessly integrate with NJDOH's NJVSS and NJIIS platform to simplify call handling and reporting and efficient call handling and documentation by agents. Agents have direct access to online help tools and guides, as well as immediate access to supervisors and specialists to assist in call handling.

We find that these tools are particularly helpful when agents first start servicing a new program, enabling strong performance even with expedited training for complex programs. We record and retain each call for training and quality assurance purposes, including capabilities to record each call's audio and screen elements.

Our commitments to ensure a competent workforce include:

- Xtend can continue to provide the required number of call center agents operating from New Jersey and locations throughout the U.S. to support call center operations for the state, following the staffing ratios described in the RFP
- Xtend will be responsible for execution of:
 - Recruiting, interviewing, selection, and onboarding agents to provide services, with a preference for New Jersey consumers
 - Initial training
 - Ongoing training
 - Agent management
 - Quality review assessments with agent feedback
 - Compliance oversight
 - Call center technologies
- Provide training and support services to new hires as required, using
 - Dedicated trainers
 - Preapproved training materials
 - Real-life scenarios
 - Competency testing before taking live calls
- Immediate access to a supervisor during live calls, where any agent can reach a supervisor and receive live support for any complex or escalation situation
- Provide continual education sessions in conjunction with the state, including live Q&A sections enabling associates to get answers to any questions
- Foster an environment for accepting and requesting bidirectional feedback (i.e., from agent to management and from management to agents)
- Continually strive to improve on agreed upon service level agreements (SLAs)
- Maintain agent-to-management ratios that optimize service quality
- Maintain a quality audit team that review calls from every associate every week, as this feedback is essential to identifying opportunities and improving quality

- Maintain a compliance oversight team that reviews all quality scores from operations, trends results, and looks for systematic opportunities for improvement
- Train agents and team members on the available technology used on the engagement, optimizing team members' efficacy

In short, Xtend is committed to service excellence. We realize perfection is a moving target and is something we will always strive to achieve, and we drive toward it in all we do.

Quality assurance

We understand and agree to adhere to the quality goals outlined in the RFP and welcome the opportunity to meet with the NJDOH to enhance and capture any further needs. Xtend takes quality very seriously and divides our quality assurance efforts into three components:

1. **Proactive measures.** Xtend's state-of-the-art, HIPAA-compliant internal chat system provides call center agents with real-time access to supervisors who can answer immediate questions and concerns when and if they arise. This enables agents who are unsure about a business process to immediately interact with a team of experts who can assist them in avoiding errors and providing accurate information.
2. **Retrospective reviews.** Xtend's call monitoring and reporting enables our Compliance and Operation teams to perform live and recorded call monitoring, ensuring call center agents always deliver professional service. We can use these online recordings to review agents' performance and increase the effectiveness of coaching sessions. We can locate calls using a variety of criteria such as call date, time, phone number, and customer name. Xtend will make recorded call data available to the NJDOH upon request. Each month, our internal auditors monitor a mutually agreed upon number of calls of each agent, to identify knowledge gaps and provide additional training on best practice procedures. Daily, Xtend's management staff also reviews agent calls to identify coaching opportunities and provide regular feedback.

We score all customer service agents on the following criteria:

- Use an upbeat, professional, confident, and helpful tone
- Express empathy when appropriate
- Use of appropriate scripts (greeting, opening, closing, messages)
- Provide quality assurance disclosure or the call recording disclosure
- Provide information as outlined in the database (i.e., complete questionnaire)
- Triage and coordinate next steps for support as outlined in the database
- Acknowledge caller's concerns/issues
- Complete questionnaires within workflow tool and recap the call's end result within the dialer
- Ask for the full name of the contact and authenticate the caller
- Provide accurate information
- Perform account maintenance correctly within contact management system, dialer, and workflow tool (noting, dispositions, next follow up)
- Transfer/refer account correctly (complaint review, escalations, NJDOH)
- Escalate caller's threatening self-harm or threatening them
- Properly provide a letter when requested

The agent's score depends on appropriately carrying out the detailed instructions, using the appropriate script, and correct documenting the tasks or activities. We use each agent's audit findings to provide them with tailored training opportunities, enhance overall training materials, and inform Xtend's continual improvement cycle, detailed below.

3. **Continual improvement**

- **Identify.** Xtend believes in the continual improvement cycle whereby we identify operational challenges and opportunities for improvement. We identify by monitoring categories of questions asked during the Proactive Measures portion of our quality program, our idea exchange (a modified suggestion box where solutions are encouraged), and daily standup meetings where agents can discuss challenges they are facing.
 - **Plan and execute.** Xtend plans improvements based on the challenges identified above by strategizing on solution rollout schedules and communication needs. This enables us to execute with a high degree of success. We ground our continual improvement model in the principles of plan and succeed; handling variations quickly allows us to continually steer toward operational excellence.
 - **Review.** The last step of our continual improvement model is to review feedback from agents. Our organization is our people, and as such we develop our business based in large part on their input and guidance. We routinely survey and poll our employees, to identify fixes to any variation or issues they notice with our processes. This approach helps inform both ends of our continual feedback cycle, validating the processes in use and identifying any new issues that may need attention.
4. **Measurable results.** Xtend understands and will comply with any reporting elements needed by NJDOH. Xtend's flexible, highly responsive reporting suite can meet NJDOH's needs. Additionally, we can use our robust system to customize any report or create new reports as needed/required to meet the state's needs. Internally, Xtend routinely uses a variety of reports to conduct targeted, root-cause analyses and troubleshooting on call center operations. This enables us to make evidence-based recommendations on refinements for call center operations, including strategic analytics, troubleshooting, and reporting. Reports are available in both PDF and Excel formats, and we can provide them to NJDOH via data-encrypted email or other preferred delivery method. We can customize the reports' data and frequency to fit NJDOH's needs. As examples, Xtend can provide any of the following reporting upon request:

Example available metrics

- Number of potential 'consumers' or vaccine recipients registered per week through call center
- Number of potential 'consumers' or vaccine recipients scheduled for appointments through call center
- Average handle time by call type (e.g., inbound vs. outbound, registration only, scheduling only, registration and scheduling, reminder outbound)
- Mix of inbound vs outbound calls
- Call transfer rate
- Average and maximum time-to-answer
- Percentage of calls answered in under one minute

- | |
|---|
| <ul style="list-style-type: none"> • Maximum hold time • Percentage of calls blocked (i.e., percentage of inbound callers that received the busy tone) per week • Average abandoned call rate • Accuracy of consumer recipient information entered into NJDOH-provided online registration system |
| <ul style="list-style-type: none"> • Number of NJDOH-provided online registration system users trained • Number of NJDOH-provided online registration system users provisioned • Number of calls transferred to NJDOH staff • Number of NJDOH-provided online registration system issues reported through public portal • Number of NJDOH-provided online registration system issues reported, by user issues • Number of NJDOH-provided online registration system issues escalated • Average time for each call • Number of callbacks needed to resolve issue • First-call resolution rate |
| <ul style="list-style-type: none"> • Shift structure • Attrition rate • Employee details |

In addition to the quality assurance initiatives listed above, we further customized our process for NJDOH to ensure proper dispositioning of calls, script adherence, and friendly and professional customer service, including:

- Measure, review, track, and report daily calls on eight specified areas for call quality and common call themes
- Summarize call review details and results by day, agent, supervisor, and lead for each quality area
- Set and monitor additional parameters for coaching and progressive disciplinary action (PDA) purposes, so they can be identified for immediate review
- Send and publish reviewed results for management daily, based on the prior day's calls
- Identify previous day's call dispositions (outcomes) and recordings
- Identify the population of calls the QA group can complete daily, based on the set number of QA agents
- Select calls using a randomizer file created to ensure equal penetration of calls
 - Call population to monitor is equally selected based on the call disposition (outcome) and on the agent
- Review and save call details and monitor results on a shared QA master report
- Release QA master report to management to review with agents
 - *The Daily huddle.* Provide daily on- and offline media to deliver news and training items, reminders, updates, and tips to all agents on the project
 - Online resources: Provide an intranet site to serve as a toolbox for all team members where all scripts, fliers, source documents, and daily huddles can be referenced as needed

- Information is gathered from calls with NJDOH leadership, covid19nj.gov, nj.gov, and existing Xtend Healthcare processes and procedures and put into one source document that is published nightly so that it is in everyone's email inbox first thing in the morning; the document, named *The Daily huddle* has several sections (e.g., Breaking News, Reminders, Updates, and Tips) and messages directly from the NJDOH.
- *The Daily huddle* document is then posted on our intranet page along with any other new scripting, educational fliers, or other reference documents for all to have at their fingertips.
- Meeting: Provide a daily meeting to for all agents to cover items together as a team and serve as a forum for questions, concerns, call listening, continuing education, and daily motivation
- **Productivity report.** We created reporting to view key metrics and determine an agent's call availability and efficiency.
 - Provided to project leadership/supervisors daily, requiring them to inquire with the agent when an outlier occurred and report back on a shared tracking document the reason for the outlier and if PDA was given. Given the fluctuation in staff size, outliers/agent has been used to determine reporting effectiveness.
 - Metrics
 - Inbound agents using unavailable status to reduce availability
 - Outbound agents using wrap up as a way to appear working, but are not available to make calls
 - Outbound agents using a combination of unavailable and wrap up (true unavailable time) that is causing low call volumes
 - Using the agents break time % to determine excessive breaks/meals

Performance management

As part of our continual process improvement initiatives, Xtend will continue to collaborate with NJDOH to discuss any changes needed to our current reporting package to ensure Xtend is providing a package that tracks all mutually agreed information and enables both NJDOH and Xtend to monitor deliverables. Xtend also regularly conducts targeted root-cause analyses and troubleshooting on call center operations , to inform recommendations on refinements including strategic analytics, troubleshooting, and reporting. Our advanced contact center technology and systems support management, documentation, and reporting for each customer interaction. This includes capabilities such as reports that can be customized to meet NJDOH's needs.

Our dedicated Program Manager is readily available to your management and leadership, ensuring any problems, performance issues, or other needs are immediately addressed. Scheduled meetings occur weekly, but your assigned client liaison and VP of Operations also will frequently have ad-hoc communications with you. There are weekly operations touch points, to discuss the results of the project, areas of opportunity, and overall fine tuning to ensure our goals remain aligned with your needs. Xtend, in conjunction with the NJDOH, has developed an issue tracking and resolution log that enables two-way communication and documentation exchange.

Additionally, this system has categorization which specifies the agreed upon turnaround times for resolution. Xtend would propose continuing this system. However, should NJDOH's needs change, Xtend will work in conjunction with the state to refine the business rules to accommodate those needs.

Internal chat: Xtend has an internal chat functionality tool enabling agents to escalate issues with phone calls to management. For example, we have had several instances when individuals threatened self-harm or harm to others during our calls. Using the live chat feature, our agents can escalate this type of incident to management immediately. Our procedure is then for management to notify our Security Operations Center (SOC). Our security team receives the relevant details and notifies emergency management officials who perform wellness checks on the individuals.

Call takeover live monitoring: Xtend's technology allows for an agent to reach out to management via internal chat and have the supervisor monitor and/or instantly take over the call if needed to handle any escalated situation.

Technology

While Xtend already has in production adequate technology capacity to handle any amount of volume the state would require, Xtend would use its proven rapid implementation methodology to quickly document any change to a business rule or required deliverable and configure systems, technology, and training accordingly to ensure streamlined service delivery to NJDOH.

From a people perspective, upon reasonable notice (measured in days not weeks), we can onboard additional agents to meet the needs of NJDOH at any timing that the state would require. Our experienced program manager and a deputy program manager continue to serve as a client liaison and oversee all aspects of service delivery. Xtend maintains a ready technology deployment team, training team, human resources team, and experienced operations managers to collaborate and support the NJDOH.

Xtend will ensure agents have all equipment, infrastructure and environment, software, and hardware necessary to implement call center operations and that all equipment used will integrate with NJIIS. Xtend envisions using a mix of corporate-owned devices and agents' personal end-user devices to meet this need.

Whether agents connect using corporate devices at one of our state-of-the-art service centers or remotely from home on a personal end-user device, Xtend's suite of technology and associated infrastructure is designed to provide full functionality and security in the most flexible way possible. Xtend understands that meeting the needs of an unprecedented global pandemic requires astounding degrees of flexibility and scalability. Part of the reason we have been successful at meeting clients' needs during this time is our technology platform, built for intensive and demanding client environments like hospitals as well as high-security government clients including Homeland Security and the Internal Revenue Service (IRS).

The Xtend/Navient platform leverages Twilio Flex and is a state-of-the-art, cloud-based, secure technology solution enabling us to rapidly configure integrations with clients while supporting an unlimited number of additional agents with minimal ramp-up time. This solution supports secure, seamless operations regardless of operating environment, including remote “work-from-home” arrangements essential to compliance with COVID restrictions and best practices.

Our technology platform is highly reliable – delivering 99.999% API uptime – and conforms with stringent security requirements, including HIPAA. Importantly, our call center platform is highly flexible and feature rich, enabling integrated, omnichannel communications. Agents have direct, immediate access to online help tools and guides and to supervisors and specialists who can assist them with call handling. We find these tools are particularly helpful when agent first start servicing a new program, enabling strong performance even with expedited training for complex programs.

Advanced Contact Center Technology



Xtend uses real-time management tools to ensure we handle each call accurately and efficiently, while providing managers and supervisors the tools they need to interact with and support their staff no matter where they are located. Screenshots above are examples of Xtend's queue and agent-monitoring tools.

We record and retain each call for training and quality assurance purposes, and we can capture both the audio and on-screen elements of each call. Managers and supervisors have continual access to agent and team performance, enabling them to manage resources and schedules in real time and ensure we meet performance objectives.

Xtend's solution is much more than just a "call center." Using our technology platform, we can support all the diverse communication needs of the state's vaccine program, especially as the mission of the program evolves from responding to incoming calls into delivering proactive messaging in many languages to remind patients of upcoming appointments – via phone, text, email and even social media – as well as promoting the efficacy of the vaccines and prompting members of the public to schedule appointments or deliver additional information to address special concerns.

Contingency plan

Xtend has a detailed contingency planning document in place – created in coordination with the state – that addresses contingencies should a trigger event(s) occur. This plan is a living and breathing document enabling Xtend and the state to partner on strategies that reduce impact to citizens should anomalies occur such as call spikes, unscheduled time off, or imbalanced operational loads. This plan enables us to act with an agile, entrepreneurial, "get it done" approach – all backed by the financial and technology support of a Fortune 1000 organization –empowering us to hire and increase staff at expediated rates.

Overall program management

Xtend hereby attests that it has the organizational structure, facilities, and technology in place to continue call center operations expeditiously after being notified by the state. Xtend/Navient maintain a ready technology deployment team, training team, human resources team, and experienced operations managers to collaborate with the state and support immediate implementation. Xtend will serve as a "one-stop shop" for the state to provide insights and alignment across the sections outlined in our response, supporting the program's overall success.

Security management report and plan for escalation

Xtend maintains a detailed Disaster Recovery Plan that ensures your data are secure and that we can perform any associated tasks in the event of disrupted services. By policy, we cannot share our Disaster Recovery Plan outside of the company. It can be viewed on-site at our Hendersonville location, or we can schedule a web conference to view online.

Since our telephony is internet based and our agents are remotely based in all parts of New Jersey (and not in "brick and mortar" call centers), we are more agile and prepared for potential disasters – as evidenced in 2021 when extreme weather caused outages in many areas of New Jersey but left other areas of the state unaffected – meaning our services are unlikely to be interrupted.

Management overview

Xtend will continue to provide NJDOH with an experienced team customer service, technology, and operations experts to lead this engagement. We selected each named below based on their extensive experience, unique qualifications, and continued success with the NJDOH and similar projects. While we consider all of our staff as key members of our team here at Xtend, we have selected the senior leaders in each function area to list here. We can provide additional resumes and details upon request.

Name	Role/title	Function	Years of experience	Estimated number of weekly hours dedicated to NJDOH
Mike Morris	Program Oversight	Executive oversight of all aspects of the overall engagement	30+	10+
Patty Peterson	Program Oversight	Executive oversight of overall engagement including project management, analytics/reporting, call center operations and support, and customer risk mitigation	30+	10+
Matt George	Call Center Leader	Day-to-day oversight of call center operations	20+	40+
Rose Costello Reyes	Provider Team Leader	<ul style="list-style-type: none"> Day-to-day coordination of call center provider agent operation Liaison between call center and providers for vaccine storage and handling Special project management including but not limited to homebound, temperature log and unclaimed shipments, COVID-19 vaccination event assistance, walk-in location schedules and availability and vaccine provider annual application assistance NJ resident Docket application assistance NJDOH SME collaboration 	25+	40+
Scott Godden	Call Center Coordinator	Day-to-day coordination of call center operations and communications via <i>The Daily huddle</i> and other internal updates	30+	40+
Catie O'Donoghue	Training, Quality & Compliance	Executive oversight of Compliance, Training, and Claimant Experience	20+	10+

Name	Role/title	Function	Years of experience	Estimated number of weekly hours dedicated to NJDOH
Genny Johnson	Training	<ul style="list-style-type: none"> • Training and development • Collaboration with operations and client to identify areas for improvement or increased efficiency • Development and implementation of best practices 	15+	10+
Linda Corley	Quality / Audit	<ul style="list-style-type: none"> • Oversees quality and audit management, including call sampling, agent performance reviews, and calibration • Coordinates with operations, management, and client to identify opportunities for improvement and delivers feedback for corrective actions and/or enhanced training design 	30+	10+
Billy Padilla	Technical Oversight	Executive oversight of information technology	15+	10+

Contract management

Our expectation of NJDOH is to work hand in hand with Xtend leadership to define any change to processes and procedures that we need to follow as an extension of NJDOH's overall call center operations. Our team has tremendous experience in all facets of customer outreach; as such, Xtend leadership can refine workflows, technology, and staffing to achieve organizational goals on time and on budget.

Organizational experience

Xtend Healthcare, LLC is a limited liability company, located at 90 Volunteer Drive, Suite 200, Hendersonville, TN 37075. Xtend Healthcare, LLC is 100% owned by Asset Performance Group, LLC. Asset Performance Group is 100% owned by Navient Corporation, a publicly traded company (Nasdaq: NAVI).

Xtend was founded in 2009 via a merger of three separate revenue cycle organizations: Healthcare Management Resources (HMR), a hospital and services company formed in 1990; A/R Alliance Group, a hospital revenue cycle company formed in 1996; and Progressive Healthcare, a consulting group organized by former KPMG and E&Y healthcare consultants in 1998. In October of 2015, Xtend was acquired by Navient, but retains the Xtend brand and continues to operate as a specialized, healthcare-focused division. Xtend is wholly owned by Asset Performance Group, LLC,

which is a wholly owned subsidiary of Navient Corp. Xtend acquired ELIPSe, a medical coding organization in 2017. For tax purposes, Xtend is considered a disregarded entity of Asset Performance Group.

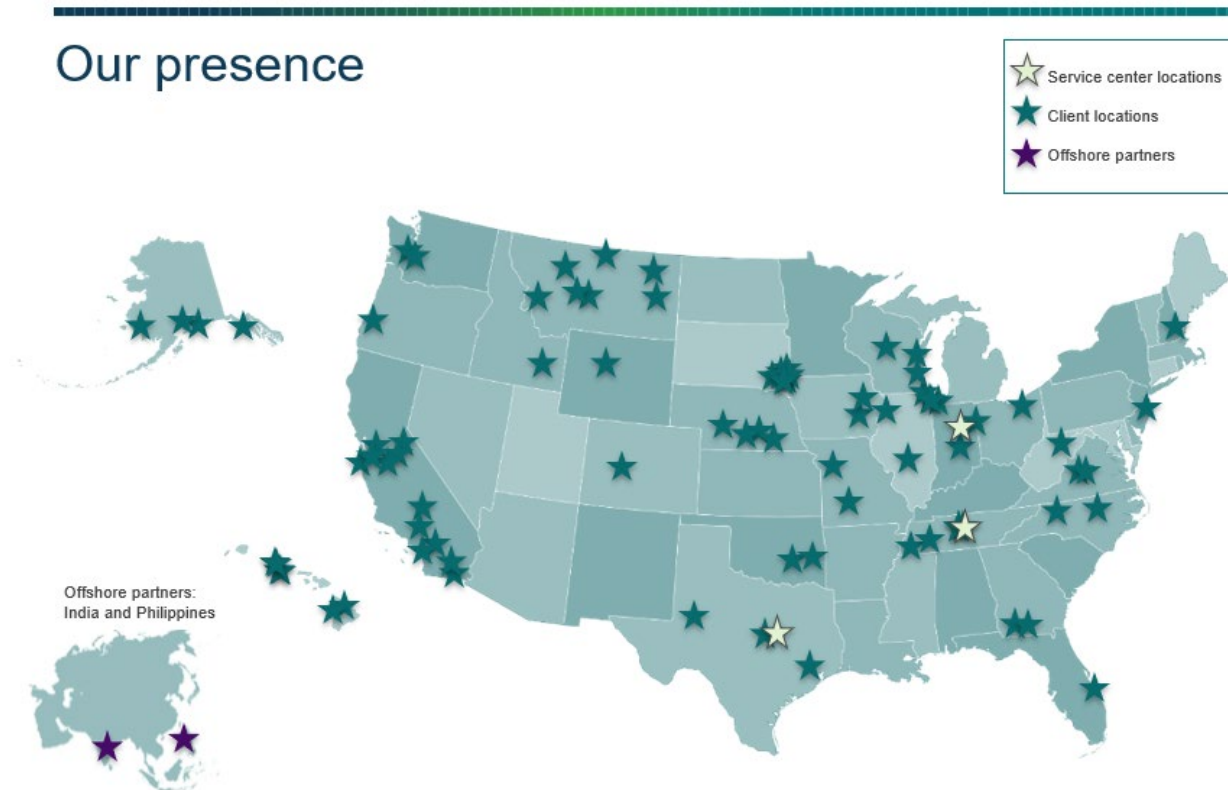
- Xtend Healthcare, LLC FEIN: 27-0402119
- Asset Performance Group, LLC FEIN: 26-1814840

Our expertise – established during the past 30+ years – includes delivering customer service solutions for both private sector healthcare providers and public health authorities. Since the outbreak of the COVID-19 pandemic in early 2020, we have developed extensive experience in COVID response engagements, partnering with numerous state and public health entities to rapidly deploy coordinated public health communications, contact tracing, contact monitoring, lab result notification, and vaccine communications.

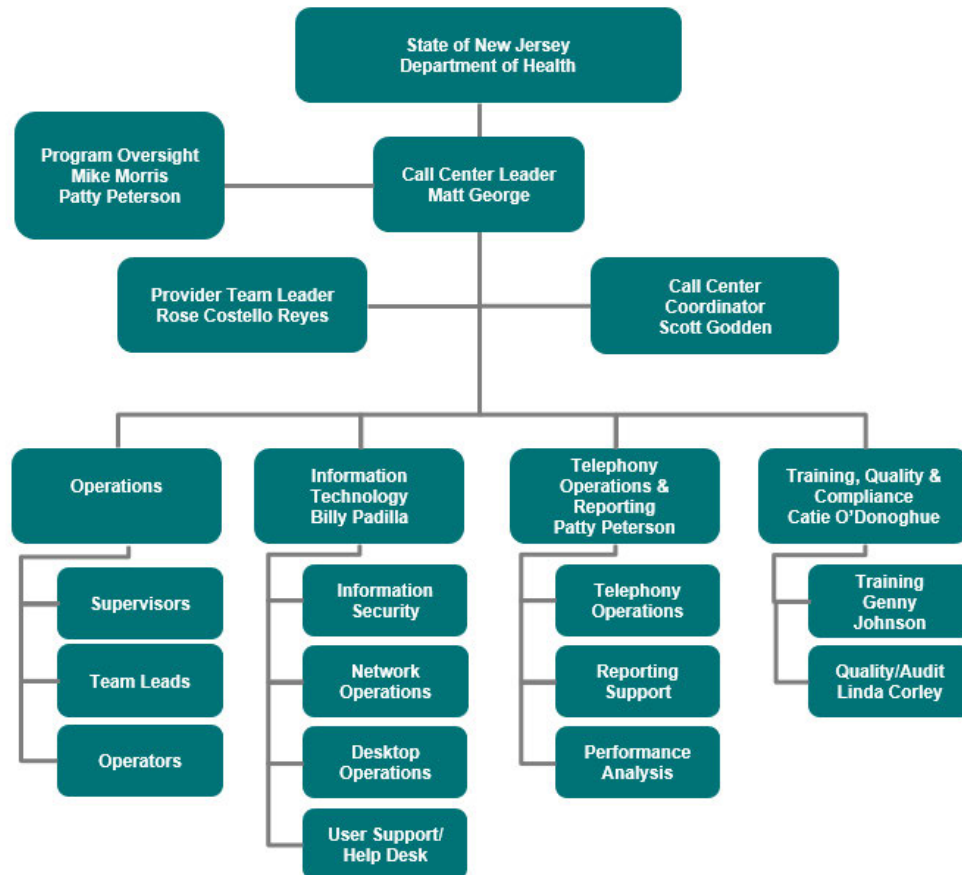
Location

Our solution supports secure, seamless operations regardless of operating environment – including remote “work-from-home” arrangements essential to compliance with COVID restrictions and best practices. Xtend employs more than 3,200 revenue cycle and public health professionals, including 2,800+ skilled call center personnel in our three service centers, 150+ healthcare facility-based directors and consultants, and 200+ offshore partner resources (none of which are assigned to NJDOH). More than 1,500 of our team members are dedicated to pandemic-related communications. Xtend currently performs services under 300+ contracts for customers in 34 states.

Below is a map that describes in detail the location of our service centers, clients, and offshore partners.



Organizational chart



Resumes

Refer to **Attachment A** for resumes our senior leadership that will be responsible for this project.

Experience with contracts of similar size and scope

Xtend has been continually providing customer service solutions for public health agencies related to COVID-19 since the onset of the pandemic in early 2020. The pandemic created an immediate need for state and local agencies to dramatically grow their outreach capabilities with respect to vaccination management, lab result notifications, contact tracing and monitoring, and other outreach services as needed to assist in the mission of reducing the spread of COVID-19. Given Xtend's vast experience in consumer outreach, our public health customers relied on us to build and deliver contact center solutions to address urgent mass communication needs.

Xtend's long history of experience and capabilities in call center services — combined with NJDOH's expertise in serving the health needs of New Jersey consumers — creates a winning framework. Throughout our engagement, all scripts regarding inbound and outbound calls were written by the

NJDOH in consultation with the Xtend team. Xtend has the technology and scaling capability to increase or reduce resources as the pandemic dictates, serving as an overflow call center providing vaccination information and scheduling for NJDOH and its consumers.

In addition to the NJDOH, our highly referenceable clients include the State of Tennessee Department of Health; the Metro-Nashville Davidson County Department of Health; the Shelby County, Tennessee Department of Health; and Cottage Health in Santa Barbara, California. Each of these Xtend references illustrates our ability to provide solutions similar to those requested by NJDOH. Each is an “emergency” engagement initiated by clients to address the COVID-19 pandemic, and each involved:

- Rapid start-up
- High – and at times unpredictable – call volumes and staffing requirements
- Frequent changes and adaptations in scripting in approach with expedited adoption
- Frequent policy, procedure, and training updates

In addition to the references provided, Xtend can provide numerous additional favorable references from long-term customers that will attest to our ability to meet their unique needs. However, we believe the references mentioned above most closely reflect our capabilities to execute the large-scale, dynamic public health call center services within the timeframes and scope specified within this RFP.

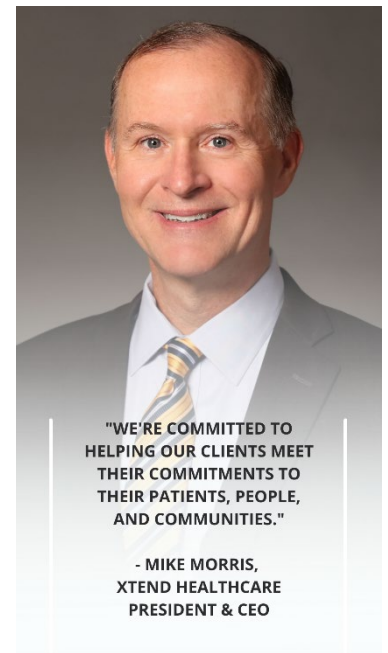
CONCLUSION

We strongly believe we are the right partner for NJDOH, as our services are perfectly aligned with your needs and requirements. Our scale, experienced staff, and technology platform enable us to reach and communicate effectively with thousands of individuals daily, a vastly greater contact rate than what is possible with more traditional outreach methods.

We have honed our targeted, scalable contact center solutions over decades of experience, and we manage compliant, empathetic, and efficient communications with millions of consumers. A key part of our business is to provide processing solutions to healthcare providers, patients, and insurance companies. Showing respect for patients, protecting sensitive data, and complying with relevant regulations are fundamental to our operations. Our HIPAA-compliant protocols ensure employees and affiliates keep all information concerning patients and contacts confidential.

We appreciate NJDOH's consideration of the accompanying proposal and look forward to continuing our partnership with you, so you can continue your mission of creating and sustaining a seamless system of care that serves New Jersey individuals' primary and behavioral health needs.

We stand ready to assist the State of New Jersey in any way we can. Please contact us to discuss further.



STATE OF NEW JERSEY DEPARTMENT OF HEALTH

Request for Proposal #03-05-23-22 –

COVID-19 Vaccine Call Center

July 22, 2022



COST PROPOSAL

NJDOH COVID-19 Vaccination Call Center			
Vendor Name:	Xtend Healthcare		
Quote Opening Date:	July 22, 2022		
Instructions: The cost for each deliverable shall be complete and include all expenses, including travel, per diem and out-of-pocket expenses as well as administrative and/or overhead expenses. Bidders should only enter information in yellow cells on this sheet.			
<u>Price Line Number</u>	<u>Labor Rate Title</u>	<u>Unit</u>	<u>Hourly Rate</u>
1	Supervisor	Hourly	\$64.00
2	Team Lead (Including project management and special project support)	Hourly	\$64.00
3	Trainers Note: Training and User Provisioning on the New Jersey Vaccine Scheduling System (NJVSS)	Hourly	\$64.00
4	Analytics support	Hourly	\$64.00
5	1 - 100 Call Center Agents (CCA)	Hourly	\$29.75
6	101 - 500 Call Center Agents (CCA)	Hourly	\$29.50
7	501 and up Call Center Agents (CCA)	Hourly	\$28.25
8	Language Line (except Spanish)	Unit	No charge
9	Text Messaging (Including translation services)	# Characters	\$.019 per segment
10	IVR function	Cost per minute	No charge
11	IVR development, update or support costs	Hourly	No charge

I HAVE READ, UNDERSTOOD, AND WILL ADHERE TO THE TERMS AND CONDITIONS AS STATED ABOVE.

Name :  **Title:** President & CEO **Date:** 7/22/2022

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STATE OF NEW JERSEY DEPARTMENT OF HEALTH

Request for Proposal #03-05-23-22 –

COVID-19 Vaccine Call Center

July 22, 2022



ATTACHMENT A



Mike Morris **President & CEO**

Mike joined Xtend Healthcare in 2016 and is responsible for the strategic direction, vision, growth, and performance of the company. With more than 30 years of RCM experience, Mike has earned an outstanding reputation for being a values-driven healthcare leader. Mike has led the transformation of Xtend into an industry-leading technology enabled services company that serves health systems across America.

Mike is an active member of the American College of Healthcare Executives (ACHE), the Healthcare Financial Management Association (HFMA), and the Healthcare Information and Management Systems Society (HIMSS) and frequent speaker at industry conferences. He holds both bachelor's and master's degrees in accounting from the University of North Texas.

Experience

President & CEO
Xtend Healthcare, LLC
October 2016 – Present
Greater Nashville Area, TN

Vice President Business Development
Conifer Health Solutions
October 2012 – October 2016
Dallas/Fort Worth Area

RCS National Practice Leader
Dell Services
1992 – 2012

Manager
PwC
1987 – 1992
Dallas/Fort Worth Area

Education

University of North Texas
Master of Science, Accounting/Tax



Matt George
Call Center Leader

Matt serves as a key operator for Navient/Xtend/Pioneer Credit Recovery and has been with the organization over 20 years. He is responsible leading day to day operational functions. These include, driving performance to exceed client expectations, training, developing, mentoring, compliance controls, setting goals, productivity reviews, maintaining a positive work environment, ensuring appropriate staffing coverages, achieving hiring needs and solving general employee challenges. In addition to the staff management, Matt also has experience working directly with multiple clients to optimize results using strategic approaches and analytics.

Experience

Director of Operations
Navient/Xtend/Pioneer Credit Recovery, Perry, NY
2012 – Present

Senior Manager
Pioneer Credit Recovery/Navient, Arcade, NY
2008 – 2012

Unit Collections Manager
Pioneer Credit Recovery, Arcade, NY
2004 – 2008

Supervisor
Pioneer Credit Recovery, Arcade, NY
2001 – 2004



Rose Costello Reyes

Provider Team Leader

Rose has more than 25 years of leadership experience in health information management in diverse environments, including major academic medical centers, community and government hospitals and regional health systems. She possesses expertise in electronic health records and system conversions, physician education, coding practices, clinical documentation improvement and revenue cycle.

Rose has played a key role in the rapid and successful launch of a 2500+ agent call center, providing leadership, training and reporting while managing a direct staff of 100+ call center agents. She works closely with providers, pharmacies, and medical centers regarding COVID-19 vaccine storage and handling.

Experience

Consultant/Operations Director

Xtend Healthcare, NJ Dept of Health COVID-19 Vaccine Project
2021 – Present

Director, HIM & CDI Services

Xtend Healthcare
2017 – Present

Senior Healthcare Consultant

ELIPSe, Inc (acquired by Xtend Healthcare in August 2017)
2014 – 2017

Director, Health Information Management,

Keck Medical Center of USC
2012 – 2014

Director, Health Information Management

Pomona Valley Hospital Medical Center
2002 – 2012

Education

LaVerne University, LaVerne, California
Master of Health Administration, MHA

College of St. Scholastica, Duluth, Minnesota

Bachelor of Arts, Health Information Administration
Received RRA, RHIA

Professional Affiliations

Member, American Health Information Management Association

Member, California Health Information Association

Member, Minnesota Health Information Association

Member, Association for Clinical Documentation Specialists



Scott Godden

Call Center Coordinator

Vice President, Operations

Scott Godden joined Xtend Healthcare in 2018 and has been assigned to major key client initiatives involving complex multi-functional teams in the healthcare revenue cycle and call center environment. He works closely with C-suite leaders to develop and then implement strategies that problem-solve and result in increased efficiencies and maximized financial performance. Scott has 20 plus years of leadership experience in a variety of settings – hospitals, physician groups, public health providers, and call center operations.

Experience

Vice President - Operations

Xtend Healthcare

2018 – present

Vice President

Consensio Health LLC

2015 – 2017

National Manager – Customer Service (CG&A)

Dentaquest

2014 – 2015

Managing Director

SVA Healthcare Services

2013 – 2014

Director – Revenue Cycle Management

Planned Parenthood

2010 – 2012

Director - Med-Health Financial Services

Children's Hospital of Wisconsin

1998 – 2009

Education

Cambridge College

Master of Education, Management & Organizational Behavior

University of Wisconsin – Platteville

Bachelor of Science, Criminal Justice, Sum Laude



Linda Corley
Chief Compliance Officer

Linda is Xtend's senior leader in the areas of compliance and reimbursement consulting services. She has more than 27 years of experience, working directly for or with hospitals in the areas of patient financial services, health information management, and accounting.

An experienced hospital accounting manager and accomplished college professor, Linda worked for more than ten years in a leadership role with financial accounting systems in hospitals and physician practices. Linda's experience also includes training accounting professionals, patient financial services staff, and coders for the medical environment.

Prior to joining Xtend, Linda worked for Perot Systems and Dell Revenue Cycle Services, leading consulting engagements throughout the U.S. She also has served as Chief Accountant/Controller for a university-owned, four-hospital group.

Linda holds an MBA and is credentialed as an AAPC Certified Professional Coder (CPC). She also is a Certified Revenue Cycle Representative (CRCR) by HFMA and a published author on PFS and revenue cycle topics.

"Managing an effective revenue cycle isn't easy," notes Linda, "especially with today's complex and constantly shifting compliance landscape. Our solutions and proactive consultation help our customers stay compliant and knowledgeable, while optimizing their reimbursement."

Experience

Vice President - Compliance, Quality Assurance, and Associate Development
Xtend Healthcare, Hendersonville, TN
Feb 2011 – Present

Compliance Officer
Dell Revenue Cycle Solutions
November 2010 – January 2011

Compliance Officer
Perot Systems Revenue Cycle Solutions
July 2001 – November 2010

Education

University of Mobile
Master of Business Administration, Business Administration and Management, General

Georgia State University
Bachelor of Science, Business Administration and Management, General



Catie O'Donoghue

Vice President, Business Processing Solutions First Line Compliance/Training/Customer Experience

Catie is an executive with a career showcased by continual advancement and a proven track record in driving initiatives that deliver dynamic business results. Her breadth of experience in multiple marketing and operational areas, and proven strength in delivering on objectives effectively, pragmatically, and on time – demonstrated ability to “get things done”. She has been successful at achieving consensus among disparate stakeholders (often with competing interests) – finding a common ground, aligning efforts, and creating maximum momentum toward attainment of goals. Catie is a valuable problem solver – frequently tapped by others to sort out and solve the issues of challenged businesses initiatives. Throughout her career tenure, exhibited an ability to deliver in the most efficient manner, and with integrity, while creating positive work environments.

Experience

Navient, U.S. Dept. of the Treasury – Internal Revenue Service (IRS) – Private Debt Collection
2019 – Present

U.S Dept. of Education – Debt Collection
2017 – 2019

Education

Bachelor of Science – Pennsylvania State University



Genny Johnson

Senior Director Training

Genny Johnson has more than 15 years of experience in collections training and management. She is responsible for the oversight and development of her training staff and continuing education for existing collectors.

Experience

Senior Director, Training

2013 – Present

Navient

Senior Collections Manager

2009 – 2013

Sallie Mae

Unit Collections Manager

2007 – 2008

Sallie Mae

Trainer

2006 – 2007

Arrow Financial Services

Education

Bachelor of Science, Psychology

University of Wisconsin



Billy Padilla

Chief Information Officer

Billy has over 20 years of experience in systems engineering, operations, and information management. As a conceptual designer of Xtend's proprietary Inventory Management System (Prism), as well as the creator of the Automated Claim Status (ACS) module and early adopter of RPA technology, Billy has helped our company use these advanced systems to exceed "Best of Practice" parameters in managing operations. Billy manages Xtend's application development and network operations teams that provide application delivery and technical support to more than 3,000 users at peak staffing across multiple locations including users working from home.

In addition, Billy acts as the Xtend HIPAA Security Officer, PCI compliance official, and principal HITRUST contributor.

Experience

Chief Information Officer

Xtend Healthcare, Hendersonville, TN

July 2008 – Present

Director of Information Technology

Inmed Group, Montgomery, AL

November 2007 – June 2008

Vice President – Information Technology

Transcend Healthcare, Hendersonville, TN

June 1998 – November 2007



State of New Jersey Standard Terms and Conditions

(Revised September 1, 2022)

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

1.0 STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. The State's terms and conditions shall prevail over any conflicts set forth in a Contractor's Quote or Proposal.

2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws, regulations or codes cited herein are available for review at the [New Jersey State Library](#), 185 West State Street, Trenton, New Jersey 08625.

2.1 BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the Contractor and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the Contractor who shall provide it to the State.

The contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 *et seq.*) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <https://www.state.nj.us/treasury/revenue/busregcert.shtml>.

2.2 OWNERSHIP DISCLOSURE

Pursuant to N.J.S.A. 52:25-24.2, in the event the Contractor is a corporation, partnership or limited liability company, the Contractor must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Contractor's failure to submit the completed and signed form prior to or with its Quote will result in the Contractor being ineligible for a Contract award, unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote.

In the alternative, a Contractor with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

2.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, the Contractor must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities as directed on the form. A Contractor's failure to submit the completed and signed form will preclude the award of a Contract to said Contractor.

2.4 ANTI-DISCRIMINATION

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 *et seq.* and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions

Contracts (Exhibit B and Exhibit C - Executive Order 151 Requirements) as appropriate.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

2.5 AFFIRMATIVE ACTION

In accordance with N.J.A.C. 17:27-1.1, prior to award, the Contractor and subcontractor must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Contractors or subcontractors not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at https://www.state.nj.us/treasury/contract_compliance/.

2.6 AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.

2.7 MACBRIDE PRINCIPLES

The Contractor must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.8 PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), The State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, 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 Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods. It shall be a breach of the terms of the contract for the business entity to:

- A. Make or solicit a contribution in violation of the statute;
- B. Knowingly conceal or misrepresent a contribution given or received;
- C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- D. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;
- E. 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;
- F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- H. 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.

Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at <https://www.state.nj.us/treasury/purchase/forms.shtml>, shall be provided to the intended Contractor for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended Contractor shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State's request. The Certification and Disclosure(s) may be executed electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form. Failure to submit the required forms will preclude award of a Contract under this Bid Solicitation, as well as future Contract opportunities; and

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 Division's website at <https://www.state.nj.us/treasury/purchase/forms.shtml>, shall be provided to the intended Contractor with the Notice of Intent to Award.

2.9 POLITICAL CONTRIBUTION DISCLOSURE

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file

can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at <http://www.elec.state.nj.us/>.

2.10 STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- A. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;
- B. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards, now known as the State Ethics Commission;
- C. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, now known as the State Ethics Commission, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;
- D. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;
- E. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and
- F. The provisions cited above in paragraphs 2.8A through 2.8E shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards, now known as the State Ethics Commission may promulgate under paragraph 3c of Executive Order No. 189.

2.11 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by a Contractor in dealings with the State. The guide can be found at: <https://www.nj.gov/treasury/purchase/pdf/BusinessEthicsGuide.pdf>.

2.12 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

2.13 COMPLIANCE - LAWS

The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.14 COMPLIANCE - STATE LAWS

It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

2.15 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

2.16 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS

The Contractor should submit the Disclosure of Investigations and Other Actions Form which provides a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) 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. If a Contractor does not submit the form with the Quote, the Contractor must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

2.17 DISCLOSURE OF PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS

Pursuant to P.L. 2022, c. 3, a person or entity seeking to enter into, renew, amend or extend a contract for the provision of goods or services shall certify that it is not identified on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Activities in Russia or Belarus. If the Contractor is unable to so certify because the person or entity, its parents, subsidiaries, or affiliates has engaged in prohibited activities, the Contractor shall provide a detailed and precise description of such activities. A Contractor's failure to submit a certification will preclude the award, renewal, amendment or extension of a Contract to said Contractor.

3.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT**3.1 COMPLIANCE - CODES**

The contractor must comply with New Jersey Uniform Construction Code and the latest National Electrical Code 70®, B.O.C.A. Basic Building code, Occupational Safety and Health Administration and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The Contractor's signature on [the proposal] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [the proposal] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the Contractor's signature on the proposal is also his/her guarantee that he/she and any subcontractors he/she might employ to perform the work covered by [the proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

3.3 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance.

3.4 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

- A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- C. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:
 1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;
 2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
 3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions; and
 4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

3.5 BUILDING SERVICE

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11-56.59. The prevailing wage shall be adjusted annually during the term of the contract.

3.6 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.

3.7 SERVICE PERFORMANCE WITHIN U.S.

Under N.J.S.A. 52:34-13.2, 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.

A shift to performance 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, 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 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

3.8 BUY AMERICAN

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States, whenever available, and the contractor shall be required to so certify.

3.9 DOMESTIC MATERIALS

Pursuant to N.J.S.A. 52:33-2 et seq., if the contract is for the construction, alteration or repair of any public work, the contractor and all subcontractors shall use only domestic materials in the performance of the work unless otherwise noted in the specifications.

3.10 DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., a contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

3.11 EMPLOYEE MISCLASSIFICATION

In accordance with [Governor Murphy's Executive Order #25](#) and the [Task Force's July 2019 Report](#), employers are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the employer can demonstrate all three factors of the “ABC Test” below:

- A. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and
- B. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and
- C. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

This test has been adopted by New Jersey under its Wage & Hour, Wage Payment and Unemployment Insurance Laws to determine whether a worker is properly classified. Under N.J.S.A. 34:1A-1.17-1.19, the Department of Labor and Workforce Development has the authority to investigate potential violations of these laws and issue penalties and stop work order to employers found to be in violation of the laws.

4.0 INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION

The contractor's liability to the State and its employees in third party suits shall be as follows:

- A. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including 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 this contract;
- B. The contractor's indemnification and liability under subsection (A) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and
- C. In the event of a patent and copyright 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.

4.2 INSURANCE

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor's insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancellation shall be emailed to the State at: ccau.certificate@treas.nj.gov

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

- A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as “Additional Insureds” and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;
- B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The State must be named as an “Additional Insured” and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;
- C. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

1. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
2. \$1,000,000 DISEASE EACH EMPLOYEE; and
3. \$1,000,000 DISEASE AGGREGATE LIMIT.

This \$1,000,000 amount may be raised when deemed necessary by the Director;

In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections A, B, and B. above may be amended for certain commodities when deemed in the best interests of the State by the Director.

5.0 TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR

The contractor's status shall be that of any independent contractor and not as an employee of the State.

5.2 RESERVED

5.3 CONTRACT TERM AND EXTENSION OPTION

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 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 deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
- B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

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

5.5 CHANGE IN LAW

If, after award, a change in applicable law or regulation occurs which affects the Contract, the parties may amend the Contract, including pricing, in order to provide equitable relief for the party disadvantaged by the change in law. The parties shall negotiate in good faith, however if agreement is not possible after reasonable efforts, the Director shall make a prompt decision as to an equitable adjustment, taking all relevant information into account, and shall notify the Contractor of the final adjusted contract price.

5.6 SUSPENSION OF WORK

The State 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 for goods ordered, goods delivered, or services requested and performed 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 shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

5.7 TERMINATION OF CONTRACT

- A. For Convenience:
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;
- B. For Cause:
 1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor

- with an opportunity to respond; and
- 2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.
- C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and
- D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING

The Contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor'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. Nothing contained in any of the contract documents, shall be construed as creating any contractual relationship between any subcontractor and the State.

5.9 RESERVED

5.10 MERGERS, ACQUISITIONS AND ASSIGNMENTS

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

- A. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice;
- B. All equipment supplied to the State and operated by electrical current is UL listed where applicable;
- C. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;
- D. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;
- E. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;
- F. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and
- G. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

5.12 DELIVERY REQUIREMENTS

- A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;
- B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;
- C. Items delivered must be strictly in accordance with the contract; and
- D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 APPLICABLE LAW AND JURISDICTION

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

5.14 CONTRACT AMENDMENT

Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

5.15 MAINTENANCE OF RECORDS

Pursuant to N.J.A.C. 17:44-2.2, the contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

- A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;
- B. It shall advise the Attorney General of New Jersey:
 1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
 2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
- D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

5.17 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.

5.18 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.

5.19 ORGAN DONATION

As required by N.J.S.A. 52:32-33.1, the State encourages the contractor to disseminate information relative to organ donation and to notify its employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees should be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. 1320b-8 to serve in this State.

5.20 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. Notwithstanding the requirements of the Bid Solicitation, the Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the Contractor in its Quote.

5.21 CLAIMS AND REMEDIES

- A. 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.
- B. Nothing in this 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.
- C. In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the SSTC, 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, as provided for in the State administrative code, or take any other action or seek any other remedies

available at law or in equity.

5.22 ACCESSIBILITY COMPLIANCE

The Contractor acknowledges that the State may be required to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. The Contractor agrees that any information that it provides to the State in the form of a Voluntary Product Accessibility Template (VPAT) about the accessibility of the Software is accurate to a commercially reasonable standard and the Contractor agrees to provide the State with technical information available to support such VPAT documentation in the event that the State relied on any of Contractor's VPAT information to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. In addition, Contractor shall defend any claims against the State that the Software does not meet the accessibility standards set forth in the VPAT provided by Provider in order to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794 and will indemnify the State with regard to any claim made against the State with regard to any judgment or settlement resulting from those claims to the extent the Provider's Software provided under this Contract was not accessible in the same manner as or to the degree set forth in the Contractor's statements or information about accessibility as set forth in the then-current version of an applicable VPAT.

5.23 CONFIDENTIALITY

- A. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
- B. By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure Vendor Intellectual Property ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
- C. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);
- D. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
- E. The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
- F. In the event that the State receives a request for Contractor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;
- G. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and
- H. Notwithstanding the requirements of nondisclosure described in this Section, either party may release the other party's Confidential Information:
 - (i) if directed to do so by a court or arbitrator of competent jurisdiction; or
 - (ii) pursuant to a lawfully issued subpoena or other lawful document request:
 - (a) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.23(F), or if Contractor is unsuccessful in defending its rights as described in Section 5.23(F); or
 - (b) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.23(G), or if the State is unsuccessful in defending its rights as described in Section 5.23(G).

6.0 TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

In an exceptional situation the State may consider a price adjustment. Requests for price adjustments must include justification and

documentation.

6.2 TAX CHARGES

The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

6.3 PAYMENT TO VENDORS

- A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;
- B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading, and/or other documentation to confirm shipment and receipt of contracted goods must be received by the using agency prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work and must be in strict accordance with the firm, fixed prices submitted for each task or subtask. When applicable, invoices should reference the appropriate task or subtask or price line number from the contractor's proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;
- C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and
- D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Office of Diversity and Inclusion.
- E. The Contractor shall have sole responsibility for all payments due any Subcontractor

6.4 OPTIONAL PAYMENT METHOD: P-CARD

The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

6.5 NEW JERSEY PROMPT PAYMENT ACT

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice. Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

6.6 AVAILABILITY OF FUNDS

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

7.0 TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Section of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

7.1 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7.3 PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

7.4 EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equalopportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7.5 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

7.6 COPELAND ANTI-KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7.9 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

- 7.9.1.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 7.9.1.2 The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 7.9.1.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7.11 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115–232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

EXHIBIT A - GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27 et seq.

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

EXHIBIT B - CONSTRUCTION CONTRACTS**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)N.J.S.A. 10:5-39 et seq. (P.L. 1983, c. 197)N.J.A.C. 17:27-1.1 et seq.

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of \$250,000 to guarantee equal employment opportunity to veterans.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
 - (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
 - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.
- After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.
- The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.
- The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.
- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXHIBIT C - EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

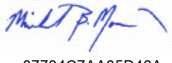
Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <https://newjersey.usnlx.com/>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.

State of New Jersey Standard Terms and Conditions
(Revised September 1, 2022)

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

DocuSigned by:

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9/28/2022

Signature

Date

Mike Morris

President & CEO

Print Name and Title

xtend Healthcare, LLC

Print Name of Contractor



**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Revised January 11, 2022)

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

This Supplement to the State of New Jersey Standard Terms and Conditions ("Supplement") shall apply to all contracts or purchase agreements made with the State of New Jersey ("State") under N.J.S.A. 52:34-9 or -10 ("Waivered Contracts"). The terms in this Supplement are in addition to, or modify the State of New Jersey Standard Terms and Conditions (SSTCs) as applicable and noted below.

I. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL WAIVERED CONTRACTS

A. ORDER OF PRECEDENCE

The "Contract" shall consist of the following documents: (1) this Supplement; (2) the State of New Jersey Standard Terms and Conditions; (3) the agency's scope of work; and, (4) the Contractor's proposal including any attachments or documents incorporated by reference. In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking as noted above.

B. NO ARBITRATION

Notwithstanding anything to the contrary in Contractor's Standard Form Agreement ("SFA") or Scope of Work ("SOW"), the State does not agree to binding arbitration.

C. NO AUTO-RENEWAL

Notwithstanding anything to the contrary in Contractor's SFA or SOW, the State does not agree to auto-renewal of any services, standard software maintenance, technical support or service fees.

II. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR WAIVERED CONTRACTS, AS APPLICABLE

A. STATE'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES

The State reserves the right to inspect the contractor's establishment before making an award, for the purposes of ascertaining whether the contractor has the necessary facilities for performing the Contract. The State may also consult with clients of the contractor to assist the State in making a contract award that is most advantageous to the State.

B. STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the contractor's financial capabilities to perform the Contract. Further, the Director reserves the right to request a contractor to explain, in detail, how the proposal price was determined.

C. DELIVERY TIME AND COSTS

Unless otherwise noted elsewhere in the scope of work, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in proposals shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). The contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser. Thirty calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the Using Agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the contractor's convenience when a single shipment is ordered. The weights and measures of the State's Using Agency receiving the shipment shall govern.

D. COLLECT ON DELIVERY (C.O.D) TERMS

C.O.D. terms will not be accepted.

E. CASH DISCOUNTS

The contractor is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts. Should the contractor choose to offer cash discounts the following shall apply:

1. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest; and
2. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

F. PERFORMANCE SECURITY

If performance security is required, such security must be submitted with the bid in the amount listed in the scope of work. N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

1. A properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey,

2. A certified or cashier's check drawn to the order of "Treasurer, State of New Jersey," or
3. An irrevocable letter of credit issued by a federally insured financial institution and naming "Treasurer, State of New Jersey," as beneficiary.

The Performance Security must be submitted to the State within 30 days of the effective date of the Contract award and cover the period of the Contract and any extensions thereof. Failure to submit performance security may result in cancellation of the Contract for cause and nonpayment for work performed.

Although the performance bond is required for the full term of the Contract, the Director recognizes that the industry practice of sureties is to issue a one (1) year performance bond for goods and services contracts. Thus, the contractor is permitted to submit a one (1) year performance bond for the amount required under the Contract and, on each succeeding anniversary date of the Contract, provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the Contract. This procedure will remain in place for each year of the Contract thereafter until the termination of the Contract. Failure to provide such proof on the anniversary date of the Contract shall result in suspension of the Contract, and possibly, termination of the Contract.

For performance bonds based on a percentage of the total estimated Contract price. On each anniversary of the effective date of the Contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFQ performance bond percentage to the outstanding balance of the estimated amount of the Contract price to be paid to the contractor.

In the event that the Contract price is increased by a Contract Amendment, the contractor may be required to provide, within 30 calendar days of the effective date of the Contract Amendment, performance bond coverage for the increase in Contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth above to the increase in Contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

G. RETAINAGE

If retainage is required on the Contract as stated in the scope of work, the state and/or agency will retain the stated percentage or retainage from each invoice. Payment of retainage will be authorized after satisfactory completion and submission of all services, deliverables or work products by the contractor and acceptance by the agency of all services, deliverables or work products required by the Contract.

For ongoing contracts, the agency will retain the stated percentage of each invoice submitted. At the end of the three (3) month period after payment of each invoice, the agency will review the contractor's performance and if performance has been satisfactory, the agency will release the retainage for the preceding three (3) month period. Following the expiration of the Contract, retained fees will be released to the contractor after certification by the agency's project manager, if any, that all services have been satisfactorily performed.

H. AUDIT NOTICE AND DISPUTE RESOLUTION

To the extent the contractor's proposal or Standard Form Agreement permits the contractor to conduct periodic audits of the State's usage of the Contractor Intellectual Property provided thereunder, such provision is amended to include the following audit notice and dispute resolution process:

1. **AUDIT NOTICE** – Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, in the event that the contractor seeks to exercise a right in its proposal or Standard Form Agreement to audit the State's use of Contractor Intellectual Property, the contractor shall deliver simultaneous written notice, no less than thirty days in advance of the audit start date (unless the contractor's notice provides a longer notice period), to the: Agency requesting the waiver contract.
2. The notice shall reference the specific audit provision(s) in the contractor's proposal or Standard Form Agreement being exercised and include copies of same, specify the means by which the contractor will conduct the audit, and shall require the audit to be conducted in accordance with generally accepted standards in the field of such audits.
3. **AUDIT DISPUTE RESOLUTION** -- If the State, in good faith, provides the contractor with written notice of an alleged error in the amount of underpaid fees due the contractor as a result of an audit (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President, Assistant Director, or the equivalent (hereinafter referred to as "Representative") to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such Representative concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. In addition, the parties shall refrain from exercising any termination right related to the dispute being considered under this paragraph and shall continue to perform their respective obligations under the Contract while they endeavor to resolve the dispute under this paragraph.
4. **STATE NOT LIABLE FOR AUDIT COSTS** -- Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, the State will not reimburse the contractor for any costs related to an audit.
5. **NO AUDIT RIGHT CREATED** -- In the event that the contractor's proposal or Standard Form Agreement does not permit audits of the State's usage of Contractor Intellectual Property, Section 5.19 of this Supplement shall not be interpreted to provide such an audit right.

III. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES CONTRACTS

A. INSURANCE FOR PROFESSIONAL SERVICES CONTRACTS

Section 4.2 Insurance of the SSTC is supplemented with the following:

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 this 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 this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

B. LIMITATION OF LIABILITY FOR PROFESSIONAL SERVICES CONTRACTS

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

4.3 LIMITATION OF LIABILITY

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to this Contract, for any and all claims, shall be limited in the aggregate to 200% of the total value of this Contract. This limitation of liability shall not apply to the following:

- A. 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 this Contract caused by negligence or willful misconduct of the Contractor;
- B. The Contractor's breach of its obligations of confidentiality; and
- C. The 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.

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

IV. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY CONTRACTS

A. DEFINITIONS

The following definitions shall apply to information technology contracts:

1. The term "Acceptance" means the written confirmation by an Agency that the contractor has completed a Deliverable according to the specified requirements.
2. As defined by N.J.S.A. 56:8-161, the term "Breach of Security" means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Provider for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes unrelated to the business or subject to further unauthorized disclosure.
3. The term "Contractor Intellectual Property" means any intellectual property that is owned by the contractor and contained in or necessary for the use of the Deliverables or which the contractor makes available for the State to use as part of the work under the Contract. Contractor Intellectual Property includes COTS or Customized Software owned by the contractor, the contractor's technical documentation, and derivative works and compilations of any Contractor Intellectual Property.
4. The term Commercial Off the Shelf Software ("COTS") means Software provided by the contractor that is intended for general use.
5. The term "Custom Software" means Software and Work Product that is developed by the contractor at the request of the Agency to meet the specific requirements of the Agency and is intended for its use.
6. The term "Customized Software" means COTS that is adapted by the contractor to meet specific requirements of the Agency that differ from the standard requirements of the base product.
7. The term "Deliverable" means the goods, products, Services and Work Product that the contractor is required to deliver to the State under the Contract;
8. The term "End User" means the user of the Provider's solution.
9. The terms "goods" and "products" shall be deemed to include, without limitation, Software and Hardware.
10. The term "Hardware" shall be deemed to include computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.
11. The term "Information Technology Contract" shall mean, notwithstanding any definition in New Jersey Statutes, a Contract for one or more of the following: Hardware, Software, Services, telecommunication goods and services, and all related goods.
12. The term "Mobile Device" means any device used by Provider that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.
13. The term "Non-Public Data" means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by

the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

14. The term "Personal Data" means:
 - a. "Personal Information" as defined in N.J.S.A. 56:8-161, means an individual's first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver's license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media.
 - b. data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver's license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.
15. The term "Personally Identifiable Information" or "PII," as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information,
16. The term "Protected Health Information" or "PHI," has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term "Individually Identifiable Health Information" has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
17. The term "Recovery Time Objective" or "RTO," means the maximum tolerable length of time that the Provider's solution may be unavailable after a failure or disaster occurs.
18. The term "Security Incident" means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Provider believes could reasonably result in the use, disclosure, or access or theft of State's unencrypted Personal Data or Non-Public Data within the possession or control of the Provider. A Security Incident may or may not turn into a Breach of Security.
19. The term "Service Level Agreement" or "SLA," means the document that is part of the Provider's SFA that typically includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
20. The terms "Services" shall be deemed to include, without limitation (i) Information Technology ("IT") professional services; (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.
21. The term "Software" means, without limitation, computer programs, source codes, routines, or subroutines supplied by the contractor, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, Customized Software and Custom Software, unless the context indicates otherwise.
22. The term "State Data" means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Provider's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Provider. State Data includes Personal Data and Non-Public Data.
23. The term "State Intellectual Property" means any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.
24. The term "Third Party Intellectual Property" means any intellectual property owned by parties other than the State or the contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.
25. The term "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by the

contractor or the contractor's subcontractors or a third party engaged by the contractor or its subcontractor pursuant to the Contract. Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Contractor Intellectual Property or Third Party Intellectual Property.

B. INDEMNIFICATION FOR STANDARD TECHNOLOGY CONTRACTS

Section 4.1 Indemnification of the SSTC is deleted in its entirety and replaced with the following:

4.1 INDEMNIFICATION

The Contractor's liability to the State and its employees in third party suits shall be as follows:

- A. The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
 1. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract or the order; and
 2. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of this Contract; and
 3. The Contractor's indemnification and liability under subsection (A) is not limited by, but is in addition to the insurance obligations.
- B. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may:
 1. procure for the State 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. in the event that the Contractor cannot do (1) or (2) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.
- C. The State will:
 1. promptly notify Contractor in writing of the claim or suit;
 2. give Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(a); provided; however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense.
- D. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from:
 1. the State's unauthorized combination, operation, or use of a product supplied under this Contract with any product, device, or Software not supplied by Contractor;
 2. the State's unauthorized alteration or modification of any product supplied under this Contract;
 3. the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one (1) or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or
 4. the State's failure to promptly implement a required update or modification to the product provided by Contractor after the Contractor has given written notice to the State of a need for such an update or modification.
- E. Contractor will be relieved of its responsibilities under Subsection 4.1(a)(i) and (ii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
- F. Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Subsection 4.1(a)(i) and (ii) which results in an unaffiliated third party claim. This is Contractor's exclusive remedy for these claims;
- G. This section states the entire obligation of Contractor and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product; and
- H. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey or any Authorized Purchaser, nor purport to act as legal representative of the State of New Jersey or any Authorized Purchaser, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of the Division of Purchase and Property. The State of New Jersey may, at its election and expense, assume its own defense and settlement; and
- I. The State of New Jersey will not indemnify, defend, pay or reimburse for claims or take similar actions on behalf of the Contractor.

C. INSURANCE FOR STANDARD TECHNOLOGY CONTRACTS

Section 4.2 Insurance of the SSTC is supplemented with the following:

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 this 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 this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

D. LIMITATION OF LIABILITY FOR STANDARD TECHNOLOGY CONTRACTS

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

4.3 LIMITATION OF LIABILITY

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to this Contract, for any and all claims, shall be limited in the aggregate to 200% of the total value of this Contract. This limitation of liability shall not apply to the following:

- A. 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 this Contract caused by negligence or willful misconduct of the Contractor;
- B. The Contractor's breach of its obligations of confidentiality; and
- C. The 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.

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

E. PERFORMANCE GUARANTEE OF THE CONTRACTOR

Section 5.11 Performance Guarantee of the Contractor of the SSTC is supplemented with the following:

1. COTS and Customized Software

- a. Unless the Contractor Standard Form Agreement provides greater coverage as determined by the State, in its sole discretion, the contractor warrants that COTS and Customized Software products licensed to the State shall operate in all material respects as described in the Solicitation and/or contractor technical documentation for ninety (90) days after Acceptance. The State shall notify the contractor of any COTS or Customized Software product deficiency within ninety (90) days after Acceptance. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.
- b. Except for the portion of the contractor's COTS or Customized Software product that intentionally contains one or more of the following for the purpose of anti-virus protection, the contractor warrants that, at the time of delivery and installation of the COTS or Customized Software provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the COTS or Customized Software, collect unlawful personally identifiable information on users, or prevent the COTS or Customized Software from performing as required under the Contract.
- c. In the event of any breach of this warranty, the contractor shall correct the product errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its usage and recover the fees paid to the contractor for the license and any unused, prepaid, technical support fees paid. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.
- d. The contractor does not warrant that COTS or Customized Software is error-free or that it will operate uninterrupted.

2. Custom Software

- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that Custom Software Deliverables shall operate in all material respects as described in the applicable specification documentation for one hundred and eighty (180) days after Acceptance. The State shall notify the contractor of any Custom Software deficiency within one hundred and eighty (180) days after Acceptance of the Custom Software Deliverable (the "Notice Period"). Where the contractor is providing multiple Custom Software Deliverables over the term of the Contract, the Notice Period shall begin to run after the Acceptance of the final Custom Software Deliverable under the Contract. At that time, the State may assert defect claims relating to any and all of the Custom Software Deliverables provided under the Contract; however, the State may also assert claims earlier, in its discretion, without waiving the Notice Period.
- b. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized

Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.

- c. The contractor warrants that, at the time of Acceptance of the Custom Software Deliverable provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Custom Software, collect unlawful personally identifiable information on users, or prevent the Custom Software from performing as required under the Contract. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.
 - d. In the event of any breach of this warranty, the contractor shall correct the Custom Software errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may recover a portion of the fees paid to the contractor for the Custom Software with the uncorrected defect or in the event that the Custom Software is still deemed, by the State in its sole discretion, to be usable by the State even with the uncorrected defect, the State may recover a portion of the fees paid to the contractor for the Custom Software (up to the total amount of such charges for such Custom Software) to reflect any reduction in the value of the Custom Software Deliverable as a result of the uncorrected defect. Under no circumstances does this warranty provision limit the contractor's obligations in the event of a breach of confidentiality.
 - e. The contractor does not warrant that Custom Software is error-free or that it will operate uninterrupted.
3. IT Services
- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that all Services will be provided in a professional manner consistent with industry standards. The State shall notify the contractor of any Services warranty deficiencies within ninety (90) days from performance of the deficient Services.
 - b. In the event of any breach of this warranty, the contractor shall re-perform the deficient Services, or if the contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the contractor for the deficient Services.
4. Hardware
- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that the equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
 - b. The contractor warrants that all equipment supplied to the State and operated by electrical current is UL listed where applicable.
 - c. The contractor warrants that all new machines are to be guaranteed as fully operational for one (1) year from time of Acceptance by the State. For the avoidance of doubt, Acceptance with respect to Hardware in this subsection (d) shall occur no later than sixty (60) days after delivery, as evidenced by a signed delivery receipt. The contractor shall render prompt service without charge, regardless of geographic location.
 - d. The contractor warrants that sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters.
 - e. The contractor warrants that trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
 - f. The contractor warrants that all Software included with the Hardware shall perform substantially in accordance with specifications, for one (1) year from the time of Acceptance. The contractor warrants that Software media will be free from material defects in materials and workmanship for a period of one (1) year from the date of Acceptance.
 - g. In the event of any breach of this warranty, the contractor shall promptly repair, replace or refund the purchase price of product rejected for failure to conform with the contractor's product specifications.
5. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND THE CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

V. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY CONTRACTS WHICH INCLUDE SOFTWARE AS A SERVICE (SAAS)/CLOUD SOLUTION

A. ADDITIONAL TERMS FOR A CONTRACTOR'S DATA PROTECTION OBLIGATIONS

1. Data Ownership: The State will own all right, title and interest in its State Data that is related to the services provided by this contract. The Provider shall not use or access State user accounts or State Data, except (i) in the course of data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at the State's written request.

Provider shall not collect, access, or use State Data except as strictly necessary to provide its solution to the State. No information regarding the State's use of the solution may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this contract.

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Provider to ensure that there is no inappropriate or unauthorized use of State Data at any time. To this end, the Provider shall safeguard the confidentiality, integrity, and availability of State Data and comply with the following conditions:

- a. The Provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized good industry practice and not less stringent than the measures the Provider applies to its own Personal Data and Non-Public Data of similar kind.
 - b. All Personal Data shall be encrypted at rest and in transit with controlled access. Provider is responsible for encryption of the Personal Data. The level of protection and encryption for all Personal Data shall be identified and made a part of this contract.
 - c. Provider shall encrypt all Non-Public Data at rest and in transit. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this contract.
 - d. Personal Data shall not be stored on Mobile Devices. Where Mobile Devices are required for Provider to accomplish the work, the Provider shall ensure the Mobile Device is hard drive encrypted consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data.
 - e. At no time shall any data or processes, which either belongs to or are intended for the use of State or its officers, agents, or employees, be copied, disclosed, or retained by the Provider or any party related to the Provider for subsequent use in any capacity that does not include the State.
3. Data Location: Provider shall provide its services to State and its End Users solely from data centers in the U.S. Storage of State Data at rest shall be located solely in data centers in the U.S. Provider shall not allow its personnel or contractors to store State Data on Mobile Devices, including personal computers, except for devices that are used and kept within the physical structure of its U.S. data centers. Provider shall permit its personnel and contractors to access State Data remotely only as required to provide technical support or upon prior notice and approval. The Provider may provide technical user support on a seven-day by 24-hour basis, unless otherwise prohibited in this contract.
4. Security Incident and Breach of Security Responsibilities.
- a. Security Incident Reporting Requirements: Once Provider reasonably determines that a Security Incident occurred, the Provider shall report a Security Incident to the appropriate State identified contact within 24 hours by the agreed upon method as defined in the contract. Provider will provide the State regular updates and all available relevant information including a description of the incident and those measures taken by Provider in response to the Security Incident.
 - b. Breach of Security Reporting Requirements: If the Provider confirms or reasonably believes that there has been a Breach of Security, the Provider shall (1) immediately notify the appropriate State identified contact by the agreed upon method within 24 hours, unless a shorter time is required by applicable law, (2) take commercially reasonable measures to address and investigate the Breach of Security in a timely manner and (3) cooperate with the State as reasonably requested by the State and/or law enforcement to investigate and resolve the Breach of Security. Provider will provide the State regular updates and all available information to assist the State with notification to law enforcement and third parties as required by applicable law, including a description of the Breach of Security and those measures taken by Provider in response to the Breach of Security.
 - c. Incident Response: When commercially reasonable to do so, Provider may communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries (subject to preapproval by the State if Provider specifically identifies the State or State Data), and seeking external expertise as mutually agreed at the time, defined by law, or contained in the SLA. Discussing Security Incidents with the State should be handled on an urgent as needed basis, as part of Provider communication and mitigation processes as mutually agreed at the time, defined by law, or contained in the SLA.
 - d. Following a Security Incident or Breach of Security, Provider shall promptly implement necessary remedial measures, if necessary, and document responsive actions taken related to the Security Incident or Breach of Security, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
5. Termination and Suspension of Service:
- a. In the event of termination of the contract, the Provider shall implement an orderly return of State Data in a mutually agreeable format and the subsequent secure disposal of State Data remaining in Provider's possession.
 - b. Suspension of services: During any period of suspension, the Provider shall not take any action to intentionally erase any State Data.
 - c. Unless otherwise stipulated, in the event of termination of any services, SLA, or this contract in its entirety, the Provider shall not take any action to intentionally erase any State Data for a period of:
 - 1) 10 business days after the effective date of termination, if the termination is in accordance with the expiration of the defined contract term;
 - 2) 30 business days after the effective date of termination, if the termination is for convenience; or
 - 3) 60 business days after the effective date of termination, if the termination is for cause.

After such period, the Provider shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data in its systems or otherwise in its possession or under its control in accordance with subsection (e) below.

- d. Post-Termination Assistance: The State shall be entitled to any post-termination assistance with respect to the services unless a unique data retrieval arrangement has been established as part of the contract.
- e. Secure Data Disposal: When requested by the State, the provider shall destroy all requested data in all of its forms, including but not limited to: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be

recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State.

6. **Background Checks:** The Provider shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Provider shall promote and maintain an awareness of the importance of securing the State's Data among the Provider's employees and agents.
7. **Access to security logs and other reports:** The Provider shall provide logs and reports to the State in a format as specified in the contract and agreed to by both the Provider and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State Data related to this contract, including but not limited to data, file management, transactions, or tools used to provide, manage, secure, or analyze the State's Data. The Provider shall maintain the reports and logs for the contract term and for two (2) years after the conclusion of the term, and shall provide them to the State in the course of a State audit or upon written request from the State.
8. **Service Level Audit:** The Provider shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion, at the State's expense.
9. **Data Center Audit:** The Provider shall have an independent third party audit of its data center(s) performed at least annually at their own expense, and provide the audit report to the State upon request.
10. **Change Control and Advance Notice:** The Provider shall give advance notice to the State of any upgrades (e.g. major upgrades, minor upgrades, system changes) that may impact service availability and performance. Said notice shall be provided at least thirty days in advance of the upgrade, unless otherwise agreed in the SLA.
11. **Security:** The Provider shall disclose its non-proprietary security processes and technical limitations to the State by completing the State's Security Controls Checklist or equivalent system security document, available upon request from the Office of Information Technology, as updated from time to time, such that adequate protection and flexibility can be attained between the State and the Provider.
12. **Non-disclosure and Separation of Duties:** The Provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State Data to that which is absolutely needed to perform job duties.
13. **Import and Export of Data:** The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Provider. This includes the ability for the State to import or export data to/from other Providers.
14. **Responsibilities and Uptime Guarantee:** The Provider shall be responsible for the acquisition and operation of all hardware, software, and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Provider. The system shall be available 24 hours per day, 365 days per year (with agreed-upon maintenance downtime), and Provider shall provide service to the State as defined in the Service Level Agreement.
15. **Right to Remove Individuals:** The State shall have the right at any time to require that the Provider remove from interaction with the State any Provider representative who the State believes is detrimental to its working relationship with the Provider. The State will provide the Provider with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Provider shall immediately remove such individual. The Provider shall not assign the person to any aspect of the contract or future work orders without the State's consent.

Business Continuity and Disaster Recovery: The Provider shall provide a business continuity and disaster recovery plan upon request and ensure that the State's Recovery Time Objective (RTO) is met. The RTO shall be defined in the SLA.

B. INDEMNIFICATION FOR SAAS

Section 4.1 Indemnification of the SSTC is deleted in its entirety and replaced with the following;

4.1 INDEMNIFICATION

- A. **CONTRACTOR RESPONSIBILITIES** - The Contractor's liability to the State and its employees in third party suits shall be as follows:
 1. The Contractor shall indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
 - i. For or on account of the loss of life, tangible property (not including lost or damaged data) or injury or damage to the person, body or property (not including lost or damaged data) of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract; and

- ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of the contract; and
 - iii. For or on account of a Breach of Security resulting from Contractor's breach of its obligation to encrypt Personal Data or otherwise prevent its release or misuse; and
 - iv. The Contractor's indemnification and liability under Section 4.1(A)(1) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of the State Standard Terms and Conditions.
 - 2. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may: (1) procure for the State 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. The State will: (1) promptly notify Contractor in writing of the claim or suit; (2) Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(A)(1); provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey, nor purport to act as legal representative of the State of New Jersey, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement.
 - 3. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State's unauthorized combination, operation, or use of a product supplied under this contract with any product, device, or software not supplied by Contractor; (2) the State's unauthorized alteration or modification of any product supplied under this contract; (3) the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor shall review same and advise if such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or (4) the State's failure to promptly implement a required update, use a new version of the product, or to make a change or modification to the product if requested in writing by Contractor.
 - 4. Contractor will be relieved of its responsibilities under Subsection 4.1(A)(1)(i), (ii), and (iii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
 - 5. This section states the entire obligation of Contractor and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.
 - 6. The provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the State from taking any other actions available to it under any other provisions of the contract or otherwise at law or equity.
 - 7. The Contractor agrees that any approval by the State of the work performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Contract.
 - 8. The State of New Jersey will not indemnify, defend or hold harmless the Contractor. The State will not pay or reimburse for claims absent compliance with Section 4.1(B) below and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.
- B. STATE RESPONSIBILITIES - Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Section 4.1(A)(1)(i), (ii), and (iii) which results in an unaffiliated third party claim. This is Contractor's exclusive remedy for these claims.

B. INSURANCE FOR SAAS

Section 4.2 Insurance of the SSTC is supplemented with the following:

- 1. 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 this 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 this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.
- 2. Cyber Breach Insurance
The Contractor shall carry Cyber Breach Insurance in sufficient to protect the Contractor from any liability arising out of its performance pursuant to the requirements of this Contract. The insurance shall be in an amount of not less than \$2,000,000 in such policy forms as shall be approved by the State. The insurance shall at a minimum cover the following: Data loss, ransomware and similar breaches to computers, servers and software; Protection against third-party claims; cost of notifying affected parties; cost of providing credit

monitoring to affected parties; forensics; cost of public relations consultants; regulatory compliance costs; costs to pursue indemnity rights; costs to Data Breach and Credit Monitoring Services analyze the insured's legal response obligations; costs of defending lawsuits; judgments and settlements; regulatory response costs; costs of responding to regulatory investigations; and costs of settling regulatory claims.

C. LIMITATION OF LIABILITY FOR SAAS

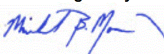
Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

4.3 LIMITATION OF LIABILITY

- A. The Contractor's liability for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to, the Contract for any and all third party claims, shall be limited in the aggregate to 200% of the fees paid by the State during the previous twelve months to Contractor for the products or services giving rise to such damages. Notwithstanding the preceding sentence, in no event shall the limit of liability be less than \$1,000,000. This limitation of liability shall not apply to the following:
 - i. The Contractor's indemnification obligations as described in Section 4.1; and
 - ii. The Contractor's breach of its obligations of confidentiality described in this Bid Solicitation.
- A. Notwithstanding the foregoing exclusions, where a Breach of Security is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data pursuant to this Bid Solicitation or otherwise prevent its release as reasonably determined by the State, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Breach of Security; (2) notifications to individuals, regulators, or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state or federal law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record, per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute for the public sector at the time of the Breach of Security; and (5) completing all corrective actions as reasonably determined by Contractor based on root cause of the Breach of Security.
- B. The Contractor shall not be liable for punitive, special, indirect, incidental, or consequential damages.

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

DocuSigned by:


Signature

9/28/2022

Date

Mike Morris President & CEO

Print Name and Title

Xtend Healthcare, LLC

Print Name of Contractor