

## **Request for Quotes (RFQ): Surgical Center of Excellence (COE)**

### **Addendum 6: Parts 1-3**

**11/18/2025**

***NOTE: The Quote Submission Date and Time has been revised to 1/23/2026, 5pm EST.***

***Please note that questions from potential Bidders may have been edited to ensure greater clarity and to eliminate duplicates.***

### **Part 1: Questions and Answers (Round 1)**

Q1. SECTION 4 SCOPE OF WORK –Surgical Center of Excellence (COE) RFQ & SECTION #10 - SHBP PDC RESOLUTION #2024-7 Which document takes precedence (RFQ or Resolution) for elements documented in both?

**A1: Please refer to the RFQ, Section 1.2.**

Q2. SECTION 4 SCOPE OF WORK –Surgical Center of Excellence (COE) RFQ - Does the COE program apply only to SHBP members who reside in or have services rendered in the State of NJ, and continuous counties?

**A2: Yes, this applies to active and retired members who are not Medicare eligible, within 50 mile radius.**

Q3. SECTION 4 SCOPE OF WORK –Surgical Center of Excellence (COE) RFQ & SECTION #10 - SHBP PDC RESOLUTION #2024-7- Would the TPAs be expected to make the benefit design changes mentioned in the resolution for all in-network and out-of-network benefits for the Covered Procedures?

**A3. Yes.**

Q4. SECTION 4.1 NETWORK/CLAIMS/INVOICES – Surgical Center of Excellence (COE) RFQ - If a third-party vendor is selected, what protections will be established to prevent claims leakage (i.e., Fee-for-Service claims billed to SHBP which could result in duplicate billing from the provider?

**A4. The State of New Jersey will implement measures to prevent this from happening.**

Q5. SECTION 4.1 NETWORK/CLAIMS/INVOICES – Surgical Center of Excellence (COE) RFQ & ADDENDUM 2: RFQ SECTION 2.2 Modification- Will the State accept a model without bundled pricing? For example, would the State be willing to consider a model that uses synthetic (episode-based payments with retroactive adjustments on reconciliation) versus traditional bundles, or an alternative model that more efficiently achieves the intended outcome for the State and its members?

**A5. No, pricing must be provided in accordance with the State Supplied Pricing Sheet.**

Q6. SECTION 4.1 NETWORK/CLAIMS/INVOICES – Surgical Center of Excellence (COE) RFQ & ADDENDUM 2: RFQ SECTION 2.2 Modification- Would the State accept a more procedurally expansive model that captures a larger portion of total cost of care?

**A6. No, this is a pilot program targeting specific surgical procedures at this time. The State of New Jersey may consider expanding the program at a later date.**

Q7. SECTION 4.1 NETWORK/CLAIMS/INVOICES – Surgical Center of Excellence (COE) RFQ -Has the State considered the potential impact of driving more care to hospitals in its designing of the RFQ / Resolution's COE parameters? For example e, given independent providers' lack of capabilities required for bundled payments, has the State factored in the cost associated with driving care away from independent providers and into health systems?

**A7. The State of New Jersey expects Bidder to maintain a network that directs members to high quality, clinically appropriate, and cost effective care.**

Q8, SECTION 4.1.1 A CLAIM/INVOICE/ADMINISTRATION –Surgical Center of Excellence (COE) RFQ- What would be the Benefit Effective Date for the Surgical COE?

**A8. Per Section 9.2 Contract Specific Definitions: Benefit Effective Date – Date on which the Member is eligible for services provided by the Contractor.**

Q9. SECTION 4.1.1.C CLAIM/INVOICE/ADMINISTRATION – Surgical Center of Excellence (COE) RFQ- Will hospitals and providers be mandated to establish Electronic Health Record (EHR) connections with the administrator of the COE to enable pertinent medical record collection?

**A9. Yes, whenever practical.**

Q.10 SECTION 4.1.1.DCLAIM/INVOICE/ADMINISTRATION – Surgical Center of Excellence (COE) RFQ- Will a list of codes for the specific procedures (at the code level) that are included in bariatric, cardiology and orthopedic episodes be provided?

**A10. CPT and DRG Codes are provided on the "Definitions" tab on the "Price Sheet- Surgical Center of Excellence (COE)". These codes are meant to identify the primary procedure for the bundled payment and are not meant to be all inclusive of services covered by the bundled payment.**

Q11. SECTION 4.1.1.I CLAIM/INVOICE/ADMINISTRATION – Surgical Center of Excellence (COE) RFQ- Would the State accept an alternate incentive payment in lieu of the gift card as documented in the RFQ, for example would a direct check to the member be acceptable?

**A11. Per SHBP Plan Design Committee on September 24, 2025, Resolution # 2025-13 was passed. The gift card incentive is no longer being offered.**

Q12. SECTION 4.1.1.K CLAIM/INVOICE/ADMINISTRATION – Surgical Center of Excellence (COE) RFQ- In the instance of a member looking to utilize COE services, with coverage from another TPA, will the data

sharing and integration for eligibility/enrollment be done by the State's enrolment vendor? Would the data sharing be limited to the COE eligible members?

**A12. The Surgical COE is a stand-alone Contract. Eligibility will be provided as necessary.**

Q13. SECTION 4.1.1.M CLAIM/INVOICE/ADMINISTRATION – Surgical Center of Excellence (COE) RFQ- Will all COE benefits be reflected in the member handbook for the appropriate SHBP plans?

**A13. Yes.**

Q14. SECTION 4.1.1.J, R, S, T CLAIM/INVOICE/ADMINISTRATION – Surgical Center of Excellence (COE) RFQ- Given the COE is designed to provide cost-effective, high-quality care from a select provider network who has aligned financial incentives with the State and the Plan, would prior authorization requirements be eliminated for Covered Procedures included in the COE pilot program?

**A14. Prior authorization from the third-party administrator is not required if care is received from a COE. COE Contractor will provide third party administrator(s) with reporting if a member is not using a COE. COE vendor is expected to conduct all appropriate reviews in accordance with the terms of the RFQ.**

Q15. SECTION 4.1.1.X CLAIM/INVOICE/ADMINISTRATION – Surgical Center of Excellence (COE) RFQ- Would the mutually agreed national averages be demographically and risk adjusted for the SHBP population?

**A15. No.**

Q16. SECTION 4.1.1.X CLAIM/INVOICE/ADMINISTRATION – Surgical Center of Excellence (COE) RFQ- Would the State entertain (bidder) proposing use of NJ-specific benchmarks that take into account actual market variability as defined by use of industry standard methodology for measuring surgical cost efficiency, complications and outcomes?

**A16. No.**

Q17. SECTION 4.1.15 RATE RENEWAL AND REVISION SERVICES – Surgical Center of Excellence (COE) RFQ- As a rate renewal is being requested, would members be expected to pay separate premiums for the COE scope? If so, can you clarify what information would be expected during the rate renewal exercise?

**A17. No.**

Q18. SECTION 4.1.2 MEMBER SERVICES – Surgical Center of Excellence (COE) RFQ- Can the Contractor use the existing dedicated customer service line, that may include prompting to a dedicated specialty team?

**A18. Yes.**

Q19. SECTION 4.1.2 MEMBER SERVICES – Surgical Center of Excellence (COE) RFQ- Is the expectation that these calls be tracked separately given the separate performance results metrics? Or can the results be inclusive of the existing Quarterly Performance Guarantee reporting?

**A19. Separate reporting will be required.**

Q20. SECTION 4.1.5.B NETWORK MANAGEMENT -Surgical Center of Excellence (COE) RFQ-Should 50 miles be considered "reasonable distance" in the context of the Covered Procedures? Would "reasonable distance" be the same for each of the categories of clinical conditions?

**A20. Yes.**

Q21. SECTION 4.1.5.C NETWORK MANAGEMENT -Surgical Center of Excellence (COE) RFQ- Can the State share examples for "best-in-class clinical outcome standards", as it relates to the Covered Procedures for COE?

**A21. The State of New Jersey expects the successful bidder to clearly define what they view as "best in class" and demonstrate results against the definition(s).**

Q22. SECTION 4.1.16 REPORTING REQUIREMENTS – Surgical Center of Excellence (COE) RFQ- The Contractor, as part of the award, shall provide an annual refresh of the data provided in Attachment A - Disruption Workbook and Revised Attachment B - Discount Workbook of the Bid Solicitation, to the SCM and designated consultant(s) for the SCM to understand any changes in network discounts. - What/Where is Attachment A and Attachment B?

**A22. Attachment A and B as referenced, are typographical errors and not a part of this RFQ. Bidders can disregard all references to these Attachments A and B throughout this RFQ.**

Q23. SECTION 4.1.16.C REPORTING REQUIREMENTS – Surgical Center of Excellence (COE) RFQ- Monthly Paid Claims/Invoice Summary Report – Is the expectation for these reports to be summarized at the aggregate level for all the procedures?

**A23. Yes.**

Q24. SECTION 4.1.16.D REPORTING REQUIREMENTS – Surgical Center of Excellence (COE) RFQ-What is an acceptable comparison of program results with the contractor's book of business when the other lines of business do not have an analogous program as stated in the State's COE RFQ?

**A24. Contractor should have key performance metrics in place.**

Q25. SECTION 4.1.18 FINANCIAL GUARANTEES – Surgical Center of Excellence (COE) RFQ- Current TPAs have claim trend, unit discount, and clinical guarantees. These guarantees would be impacted with the COE implementation. For example, the unit discount baseline will change when you exclude a portion or percentage of Orthopedic and Bariatric services. Please share the amendments that will be made to current TPA contracts for baseline adjustments.

**A25. This is not within the scope of the COE RFQ. Any potential changes to existing contracts will be discussed between the vendor and the State of New Jersey.**

Q26. Exhibit 1 Surgery COE Performance Guarantees – Clinical Performance Tab Could the Division provide insight into how the improvement of 25% was derived as the appropriate benchmark metric for COE programs for clinical performance?

**A26. 25% improvement is based upon market expectations for a Center-of-Excellence program.**

Q27. Price Sheet - Surgical Centers of Excellence (COE) - Financial Guarantee Tab Will the bundled price be limited to surgeries noted in the CPT? OR Will the bundled price be inclusive of the total episodic cost of the procedure (i.e. for Musculoskeletal, prehab, post-op therapy, 30 day readmit/complications), since a comprehensive bundle will ensure better outcomes?

**A27. The bundled price is limited to the surgeries noted in the CPT; it excludes pre- and post-operative rehabilitation. It includes readmissions and complications related to the surgical episode of care for the reference procedure.**

Q28. Price Sheet - Surgical Centers of Excellence (COE) - Financial Guarantee & Definitions Tab-The financial guarantee sheets list knee procedures outside of joint replacements. Is the intent to expand the COE for knees beyond joint replacement, the "Definitions" tab includes DRG codes 486, 488 & 489 under "All other knee procedures"?

**A28. Yes, the intent is to include knee procedures as outlined in the Definitions tab on the State Supplied Price Sheet.**

Q29. What Reference Based Pricing strategies have you piloted in the past? For what conditions? (Section 1.1) a) How did you determine success?  
b) What could have been improved?

**A29. The State of New Jersey has not utilized Referenced Based Pricing in the past.**

Q30. How does this COE pilot align with broader state goals around value-based care or health equity? (Section 1.1)

**A30. The COE is designed to provide high quality, clinically appropriate, and cost effective care.**

Q31. Given that the State has already structured incentives to encourage COE utilization (e.g., \$150 gift card and no member cost sharing), would the State consider requiring use of a COE for specific high-cost or high-variation procedures— particularly where there is a demonstrated difference in outcomes and cost? This would help maximize the clinical and financial value of the pilot and ensure consistent application across vendors. (Section 4.1.1 I)

**A31. Per SHBP Plan Design Committee on September 24, 2025, Resolution # 2025-13 was passed. The gift card incentive is no longer being offered.**

Q32. Are you willing to set up a prefund account or does payment have to be invoiced and collected after the services are rendered? (Section 4.1.1)

**A32. The State of New Jersey will not prefund account(s) for the services outlined in this RFQ.**

Q33. Clarification on NCQA, is the vendor required to credential the facility and its providers or validate that the facility has credentialed the providers and that all requirements are valid and up to date? (4.1.5 G)

**A33. Vendor is expected to validate credentials of facilities and providers.**

Q34. Will the vendor be expected to integrate with existing TPA systems (e.g., Horizon/Aetna portals), or can the vendor deliver services via their own digital front door? (Section 4.2.12)

**A34. Yes, there will be some integration.**

Q35. Will the State be open to a data integration conversation? (Section 4.2.12)8. Will vendors be expected to integrate with NJ START or other state procurement platforms for reporting, contracting, or payment purposes? (Section 4.2.12)

**A35. Upon Contract award, vendor will be required to register with NJSTART.**

Q36. Will the State evaluate COE vendors based on total episode value, including surgical deferral rates, clinical triage performance, and appropriate use of conservative care pathways, as key contributors to cost containment and outcome quality? (Section 8.5)

**A36. The State of New Jersey will evaluate vendors in accordance with criteria outlined in the RFQ.**

Q37. What is the required minimum duration and scope of bundled coverage for postoperative complications (e.g., days post-surgery, services included), and how will consistency across vendors be evaluated to ensure fair financial comparison? (Section 8.5)

**A37. The minimum duration is 30 days. The minimum scope is complications related to the surgical episode of care for the reference procedure.**

Q38. To support a consistent and clinically meaningful comparison of cost and outcomes across proposals, would the State or its actuary consider providing a de-identified subset of 15–20 representative surgical claims (across several categories) for vendors to model? Vendors could then demonstrate their approach to episode pricing, care intervention pathways, and total member impact—including avoided procedures where clinically appropriate. (Section 8.5)

**A38. No, the State of New Jersey will not provide any additional data outside of the data that has already been provided.**

Q39. Will vendors be scored on qualitative criteria (e.g., innovation, member impact), or only on cost and compliance? (Section 8.5)

**A39. The Technical Evaluation criteria is listed in Section 8.5.1.**

Q40. Can you confirm whether evaluation criteria are weighted (e.g., cost, network, outcomes, experience), and if so, how? (Section 8.5)

**A40. The Technical Evaluation criteria are weighted. However, the weights are held confidential until the contract approval process is completed.**

Q41. Will AON provide any comparative analysis across vendors to the State, or will proposals be evaluated independently? (Section 8.5)

**A41. Similar to other State of New Jersey procurement protocols, the evaluation will consider each Bidders' technical and financial capabilities for a comprehensive analysis of the Bidder responses.**

Q42. In order to fully understand each vendor's differentiators, particularly those that are best demonstrated through workflow, member experience, and platform capabilities, will the State consider including a virtual or in-person presentation as part of the evaluation process in addition to the written submission? (Section 8.5)

**A42. State of New Jersey is not anticipating having any oral presentation(s) before awarding the RFQ.**

Q43. Will the State consider incorporating cost avoidance metrics, such as reductions in unnecessary procedures, care redirection, or successful clinical triage, as part of the financial evaluation to ensure vendors are assessed on both cost containment and value delivered? (Section 8.5)

**A43. The details of the financial evaluation will not be available to Bidders.**

Q44. Given the importance of both clinical outcomes and access, would the State consider a value-based approach to evaluating COE network adequacy—balancing geographic proximity with factors such as evidence-based appropriateness of site, surgical setting, second opinion rates, and historical outcome metrics? (Exhibit 2, GeoAccess and Provider Network tabs)

**A44. Please provide response as outlined in Exhibit 2-Technical Questionnaire.**

Q45. Can vendors provide data on how surgical volumes have changed following implementation of their COE programs, including both avoided and completed procedures, to assess whether the program drives appropriate utilization rather than volume growth? (Price Sheet, Admin Fee Additional Details tab)

**A45. Please provide response as outlined in the State Supplied Price Sheet. General information on the organizations' capabilities and non-price-related outcomes should be outlined in Bidders' response to Section 3.7- Management Overview.**

Q46. Will vendors be allowed to propose care allowances, such as travel or lodging support for members traveling to COEs? (Price Sheet, Admin Fee Components tab)

**A46. No. The State of New Jersey will not be paying for travel or lodging in relation to the COE.**

Q47 **QUESTION AND ANSWER PERIOD:** When can we anticipate responses back from the State to these questions?

**A47. Answers will be provided in this addendum in a timely manner.**

Q48 **3.5 FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH QUOTE** Is there an applicable bid number associated with this RFQ we should use when filling out forms?

**A48. There is no bid number associated with this RFQ. When filling out forms, please list the title of this RFQ.**

Q49 **3.5.6 Confidentiality/Commitment To Defend** - Does the State request a redacted copy of the full proposal response along with the confidential copy, or are you just requesting the Confidentiality/Commitment to defend form to be filled out?

**A49. The State of New Jersey does not request a redacted quote. State of New Jersey only requests to submit Confidentiality/Commitment to defend.**

Q50 **3.5.8 Affirmative Action:** Does the Bidder need to seek business registration during the RFQ stage, or can this be completed upon notification of intent to award, but prior to contract signature?

**A50. This can be completed upon notice of intention to award.**

Q51 **3.5.10 State Of New Jersey Security Due Diligence Third-Party Information Security**

**Questionnaire:** Should page 6 be completed by the State or by the Bidder?

**A51. Page 6 should be completed by the Bidder to ensure it matches the State of New Jersey understanding of services provided and data handled by the vendor.**

Q52 **3.5.11 Business Registration:** Does the Bidder need to seek business registration during the RFQ stage, or can this be completed upon notification of intent to award, but prior to contract signature?

**A52. This can be completed upon notice of intent to award.**

Q53. **3.5.12 Certification Of Non-Involvement In Prohibited Activities In Russia Or Belarus:** There is no form or link attached; please provide the form as needed.

**A53.**

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

Q54 **3.6 TECHNICAL QUOTE** Can the state confirm you are anticipating narrative responses to sections 3.6-3.16 or just a narrative response to 3.7 plus the technical questionnaire provided as part of Addendum 1?

Should the State be looking for a narrative response for section 3.6, can the State clarify how you differentiate the goals of the narrative response in section 3.6 from 3.7? Both request our "approach Ffund plans" to meeting the objectives of the State. Can the State provide clarity on what information you are looking for in each section?

**A54. In addressing these sections, bidders shall/should (where cited in RFQ) provide enough detailed information for the evaluation committee to understand and evaluate the bidder's approach and plans for these sections.**

Q55 **3.9 Contract Schedule:** Is the State of NJ asking for a sample contract and/or a detailed implementation plan? If not, please clarify the type of information the State is seeking here.

**A55. The Bidder should include a draft Contract schedule. Please review remainder of Section 3.9 in detail.**

**Q56 3.10 Mobilization Plan:** We believe that providing a detailed implementation schedule would best address this section. If not, please clarify the type of information the State is seeking here.

**A56. The Bidder should provide what is requested in Section 3.10. If the Bidder wishes to provide additional information they are welcome to do so.**

**Q57 3.11 Organizational Experience:** Are specific reference contact names and telephone numbers required at the RFQ stage, or is it acceptable to provide client references now and submit detailed contact information later in the evaluation process?

**A57. The Bidder should provide what is being requested in Section 3.11 to assist with the evaluation of Bidder's quote.**

**Q58 3.17 STATE-SUPPLIED PRICE SHEET INSTRUCTIONS** - For the cost savings estimates included in the State-supplied price sheet, the header indicates the section to be for cost avoidance. Does the State only want savings estimated for avoided surgeries only, or should we also include savings as a result of unit cost savings?

**A58. This should include avoided surgeries and reduced complications.**

**Q59 3.17 STATE-SUPPLIED PRICE SHEET INSTRUCTIONS** For the savings estimates at various utilization levels, should we assume those utilization levels in year 1 or over the course of multiple years? If multiple years, do you want the utilization rate to be the same for all years or ramp up as we would typically see in reality?

**A59. The anticipated dollar amount your program will save is expected to reference savings based solely on Year 1 utilization.**

**Q60. 3.17 STATE-SUPPLIED PRICE SHEET INSTRUCTIONS** In order to provide cost savings estimates specific to your population, we will need a census file including the following data points:

- For each employee, one line with the following fields
  - Date of birth
  - Gender (M = Male, F = Female)
  - Zip Code (5 digit or 9 digit: 18235 or 18235-2239)
  - Coverage Tier (any consistent convention – Employee + Family, Employee+1, Single, etc.)

**A60. As outlined in Addendum 4, vendors can request to receive Census Files upon signature of a Nondisclosure Agreement that the State of New Jersey shared.**

**Q61 4 SCOPE OF WORK 4.1.2.1 C** - Can the State please provide Attachment D referenced in this provision of the Scope of Work?

**A61. Attachment D as referenced, is a typographical error and not a part of this RFQ. Bidders can disregard all references to this Attachment and throughout the RFQ.**

Q62. 4.1.6 Provider Network Access Standards: Can we receive a census with 5-digit zip codes, age, gender to address this provision in the scope of work?

**A62. As outlined in Addendum 4, Vendors can request to receive Census Files upon signature of a Nondisclosure Agreement that State of New Jersey shared.**

Q63 4.1.16 - Can the State please provide Attachments A & B referenced in this provision of the Scope of Work?

**A63. Attachment A and B as referenced are a typographical error and not a part of this RFQ. Bidders can disregard all references to Attachment A and B throughout the RFQ.**

Q64 4.1.16 - Regarding the provision stating “all customer service, medical and network management, and reporting services shall be continued for a period of a minimum of twelve (12) months” - Our understanding is that once the plan is terminated, and we deprecate their environment, we no longer have access to PHI that would enable us to continue offering services to members or providing reporting. Can you confirm?

**A64. For 12 months after Contract terminates, Contractor must be able to address any issues that arise related to services provided under the Contract.**

Q65. **5 GENERAL CONTRACT TERMS** 5.4 - Can the State provide details on anticipated scope of management, supervisory, or key personnel that would be subject to this provision?

**A65. This is applicable to any management, supervisory or key personnel assigned to the contract.**

Q66 **6 DATA SECURITY REQUIREMENTS – CONTRACTOR RESPONSIBILITY** 6.3 A - Can the State provide detail on which roles are of interest to the State to accurately confirm compliance with this provision?

**A66. This applies to all Contractor personnel having access to relevant State of New Jersey information.**

Q67. 6.4 C - Can the State provide detail on which roles are of interest to the State to accurately confirm compliance with this provision?

**A67. This applies to all Contractor personnel having access to relevant State of New Jersey information.**

Q68. 6.6 I - Can the State provide clarification for how this provision aligns with Section 5.15 – Maintenance of Records / Audits which requires Contractor to retain data for 5 years?

**A68. Contractor is expected to maintain their medical records and data for members that utilized COE during Contract term; any data or files received from third party administrators must be deleted.**

Q69. 6.8 C - Can the State provide clarification on the scope and intent of this provision? For example, is this intended to mask PHI from being reported to DPB staff?

**A69. Bidders shall comply with Section 6.8 C and mask PHI (Example, but not limited to: SSN ###-##-1234.**

Q70. 6.8 D - Can the state provide additional details and examples on what "handling and labeling" procedures are intended to entail?

**A70. Handling and labeling refers to classifying information assets using human-readable security attributes to determine the sensitivity of information. Examples include Low, Moderate, High, For Official Use Only (FOUO), Traffic Light Protocol (TLP) as determined by CISA, etc. Link to TLP: <https://www.cisa.gov/news-events/news/traffic-light-protocol-tlp-definitions-and-usage>**

Q71. 6.23 A - Can the state provide clarification on notification timeframes prior to agreeing compliance with this provision?

**A71. Vendor should outline their own procedures on change management procedures that vendor company follows and how all stakeholders are notified of these changes.**

#### **Addendum 1**

Q72. **Addendum 1** Exhibit 2 - Technical Questionnaire - Can the State provide 5-digit zip codes for the GeoAccess and Provider Network tabs as opposed to 3-digit zip codes?

**A72. No, the State of New Jersey will not be providing additional zip code information.**

Q73. **Addendum 1** Regarding the claims files provided by the State, can you please clarify: Is Claimant ID the same as Member ID (i.e., unique subscriber)?

**A73. Yes, it is the same as Member ID**

Q74. **Addendum 1** Within the field titled CPT\_Code, there are 3-digit codes that appear to be DRGs. Please confirm that is accurate and DRGs are included? If not, please send inpatient claims.

**A74. Claims data request asked medical carrier(s) to provide all claims and noted that for CPT Code(s) field they should not filter out claim lines where there is no CPT code. Claim lines with 3-digit codes are not DRG, they are invalid CPT 4 codes.**

Q75. **Addendum 1** Regarding the claims files provided by the State, can you please provide Claim Number and Claim Line Number - you provided Claimant ID, but we need a way of knowing which rows

are tied to the same claim, Number of units for professional claims, Type of Claim (e.g., Inpatient Facility, Outpatient Facility, Professional).

**A75. No, the State of New Jersey will not be providing additional claims data.**

Q76. SSTC: Bidder has made clarifying edits to align with the nature of Bidder's services under the Contract.

#### 4.1 INDEMNIFICATION

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

1. 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 officers, officials, 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:
  - a. 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, ~~caused by the Contractor~~; and
  - b. 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.
2. In the event of a patent and copyright claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may:
  - a. procure for the State of New Jersey the legal right to continue the use of the product;
  - b. replace or modify the product to provide a non-infringing product that is the functional equivalent; or
  - c. in the event that the Contractor cannot do "a." or "b.", refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

B. The contractor's indemnification and liability under subsection "A." is not limited by but is in addition to the insurance obligations. 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. 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.

C. Contractor will be relieved of its responsibilities under Subsection "A." for any claims made by a third-party that arise solely from the actions or omissions of the State, its officers, employees or agents.

D. 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 A.1 which results in an unaffiliated third party claim.

E. 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 "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.

F. 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.

G. The State of New Jersey will not indemnify, defend, pay or reimburse for claims on behalf of the Contractor.

**Deleted:** which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract or the order

**A76: The State of New Jersey rejects requested modifications. However, the State will negotiate Section 4.1 of the Standard Terms and Conditions with the intended awardee.**

Q77. SSTC: Bidder requests that any changes to the Contract require Bidder's written agreement.

#### 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, provided, any change to contract price shall be subject to Contractor's agreement in writing signed by an authorized representative of Contractor; 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.

**A77: The State of New Jersey rejects the requested modifications.**

Q78. SSTC: Bidder requests that the State not maintain consent rights with respect to third parties providing products, technology, or services in support of Bidder's general business operations.

#### 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, provided, the following shall not be considered subcontractors of Contractor, (i) third parties engaged by Contractor to provide products, technology, or services in support of Contractor's general business operations (e.g., general corporate network, e-mail and telephony services, general infrastructure services, general digital or print communications services, accounting or legal services, and the like). Such consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create a 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.

**A78: The State of New Jersey rejects the requested modifications. However, the State of New Jersey confirms that subcontractors is an entity having an arrangement with a Contractor, whereby the Contractor uses the products and/or services of that entity to fulfill some of its obligations under the RFQ Scope of Work.**

Q79. SSTC: Bidder requests the inclusion of the exceptions contained in this section to allow Bidder the flexibility to assign the Contract in limited, common business scenarios. These exceptions are standard and customary and ensure that Bidder can continue to operate and fulfil its obligations without disruption, while still protecting the State's interests by requiring prior consent in all other cases.

## 5.9 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, except Contractor may assign its responsibilities under the Contract to: (i) an affiliate entity controlled by, controlling, or in common control with Contractor; (ii) in connection with an initial public offering of Contractor's business; or (iii) subject to and in accordance with the requirements of this Section 5.10, to a successor of all or substantially all of the assets of Contractor through merger, reorganization, consolidation, or acquisition.

**A79: The State of New Jersey rejects the requested modifications. However, the State will negotiate Section 5.9 of the Standard Terms and Conditions with the intended awardee.**

Q80. SSTC: Bidder has removed this provision as manufacturer or contractor discounts are not applicable to Bidder's services. Please let us know if Bidder has misconstrued this provision.

## 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.

**A80: The State of New Jersey rejects the requested modifications.**

Q81. SSTC: Bidder requests notice from the State regarding the lack of available funds for the services, and right for Bidder to stop providing services should funds no longer be appropriated for the services.

## 6.6 AVAILABILITY OF FUNDS

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds. In the event that funds are not appropriated or otherwise become unavailable for the continuation of the services under this Contract, the State shall provide written notice to the Contractor as soon as reasonable practicable upon becoming aware of such unavailability. Upon the effective date of such funding termination specified herein, the Contractor may cease providing services under this Contract without further obligation or liability.

**A81: The State of New Jersey rejects the requested modifications. However, if Department of the Treasury, Division of Pensions and Benefits does not receive an appropriation to cover the cost of services provided under this contract, the Division of Pensions and Benefits will notify the Contractor as soon as practical.**

Q82. SSTC: Is retainage required under this Contract?

**Deleted:** 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

**A82: The RFQ for this contract did not require retainage.**

Q83. SSTC: Is a performance bond required for this Contract?

**A83: Performance Bond(s) are not applicable to this RFQ.**

Q84. SSTC:

**8.2 INDEMNIFICATION FOR STANDARD TECHNOLOGY CONTRACTS**

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

**4.1 INDEMNIFICATION**

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

1. 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 officers, officials, 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:
  - a. 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, caused by the Contractor; and
  - b. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncoprighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of this Contract.

**Deleted:** which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract or the order

**A84: The State of New Jersey rejects the requested modifications.**

Q85. SSTC:

**8.3 LIMITATION OF LIABILITY FOR STANDARD TECHNOLOGY CONTRACTS**

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

**4.3 LIMITATION OF LIABILITY**

The Contractor's liability to the State for actual and direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to this Contract, for any and all third-party claims, shall be limited in the aggregate to 200% of the total 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:

- A. The Contractor's obligation to indemnify as described in Section 4.1;
- 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 punitive, special, indirect, consequential, or incidental damages.

**Deleted:** value of this Contract

**A85: The State of New Jersey rejects the requested modifications.**

Q86: LIMITATION OF LIABILITY FOR STANDARD TECHNOLOGY CONTRACTS

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

**4.3 LIMITATION OF LIABILITY**

The Contractor's liability to the State for actual and direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to this Contract, for any and all third-party claims, shall be limited in the aggregate to 200% of the total 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:

- D. The Contractor's obligation to indemnify as described in Section 4.1;
- E. The Contractor's breach of its obligations of confidentiality; and
- F. 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 punitive, special, indirect, consequential, or incidental damages.

**A86: The State of New Jersey rejects the requested modifications.**

Q87. SSTC:

**9.1 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. Subject to the limited rights granted to Contractor in Section 5.3.A of the RFQ, the Contractor 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.

**Deleted:** T

Subject to the limited rights granted to Contractor in Section 5.3.A of the RFQ, Contractor 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.

**A87: The State of New Jersey rejects the requested modifications.**

Q88. SSTC:

**9.2 INDEMNIFICATION FOR SAAS**

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

**4.1 INDEMNIFICATION**

- A. The Contractor's liability to the State and its employees in third-party suits shall be as follows:
  1. The Contractor shall assume all risk for and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its officers, officials, 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, property or injury or damage to the person, body or property of any person or persons whatsoever, caused by the Contractor; and
    - ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncoprighted 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.

**Deleted:** which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract or order

**A88: The State of New Jersey rejects the requested modifications but may be open to negotiate upon award.**

Q89. SSTC: EXHIBIT B - CONSTRUCTION CONTRACTS  
Not applicable to Bidder's services.

**A89: The bidder has not posed a question, and therefore no response is required.**

Q90. General:  
What is the anticipated timeline for awarding the RFQ?

**A90: The State of New Jersey, Division of Pensions and Benefits intends to award as soon as feasible.**

Q91. General:  
What is the State's target, or ideal, launch date for the program?

**A91: The State of New Jersey intends to launch the program as soon as feasible.**

Q92. General:  
Please provide the total number of subscribers eligible for the COE program.

**A92: 149,577**

Q93. General:  
Please provide the total number of members eligible for the COE program

**A93: 351,402**

Q94. SOW 4.1.11:  
Section 4.1.11 specifies that administrative fees should be billed based on the State's eligibility file, while the price proposal requests fees based on procedure cost. Could you please confirm that administrative fees should be based on procedure cost?

**A94: Yes, the administrative fee should be based on the percentage of procedure cost as outlined in the State supplied Price Sheet.**

Q95: SOW 4.1.2.1(d):  
Could you please identify any vendors, other than the State's two TPAs and benefit administration provider, with whom the successful bidder will need to integrate at launch? Additionally, please provide a description of the required integrations?

**A95: Additional vendor partner integrations required may include the State of New Jersey's pharmacy benefits manager (PBM). However, Bidders should have the capability to integrate with any vendor that the State of New Jersey deems appropriate. Refer to the Department of the Treasury: Division of Pensions and Benefits website for additional information on any applicable vendor partners.**

Q96. Resolution: Is the pilot program copay for covered procedures performed outside the COE network in addition to the standard cost-sharing, or does it replace the standard cost-sharing for each plan?

**A96: When a member has a covered procedure through the COE, they will not be subject to cost sharing. If the member has a procedure, subject to the pilot program, within the TPA's network but outside of**

the COE network, they are subject to the following cost-sharing based on the Pilot Program Year as per Resolution #2025-13:

Pilot Program Year	Cost-Sharing
1	\$300 copayment
2	\$450 copayment
3	\$600 copayment
4	\$800 copayment
5	\$1000 copayment

Q97. Credits tab - Price Sheet:  
Could you please clarify the meaning of 'enrollment bands' as used in the Credits tab of the Price Sheet?

**A97. Enrollment band reference should be ignored. Bidder should refer to revised State Supplied Pricing Sheet.**

Q98. 4.1.2.2(a) & 4.1.12:  
Section 4.1.2.2(a) states that the website must be live 30 days prior to launch, while Section 4.1.12 mentions a 90-day requirement. Could you please clarify which timeline is correct?

**A98: 4.1.12 F is modified to read 30 calendar days.**

Q99. 4.1.3(c): Will the portal/app need to support Spanish language functionality?

**A99: Yes.**

Q100. 4.1.4(f): Please advise how many open enrollment meetings we may be asked to attend and the typical number of attendees per event.

**A100: Frequency will vary based on operational needs.**

Q101. 4.1.13(h) & Exhibit 1 - Performance Guarantees:  
"Section 4.1.13(h) outlines a \$50,000 audit to be conducted by AON after three years of program operation. Can you confirm whether this audit cost is intended to replace, or is in addition to, the audit credits specified in the Credits tab of the Price Sheet?

**A101: The State Supplied Price Sheet states: The Year Prior to Contract Year One (1): \$100,000 and Subsequent Contract Years (Annually): \$50,000.**

Q102. General:  
Please clarify if there are any consequences for a member who fails to complete the required initial consultation with the COE vendor before receiving care for a covered procedure within the TPA's network

**A102: Cost share is outlined in Resolution#: 2024-7 and 2025-13 and how it applies.**

Q103. 4.1.2.1(a): Section 4.1.2.1(a) refers to the member service team as 'dedicated,' while the Implementation Timeliness Performance Guarantee uses the term 'designated.' For consistency, could you please confirm that 'designated' is the preferred term for the team?

**A103: The State of New Jersey modifies this section to read “designated.”**

Q104. 4.1.4(e) & Exhibit 1 - Performance Guarantees:

Section 4.1.4(e) refers to a biannual member satisfaction survey, while the Member Satisfaction Performance Guarantee specifies an annual survey. Please clarify the intended frequency of the survey.

**A104: Member Satisfaction Performance Guarantee metrics should be assessed annually.**

Q105. 4.1.1(x):

Can the State please provide examples of national average / benchmark source data that has been used in similar pilot programs?

**A105: The State of New Jersey has not completed any other pilot programs for this type of program.**

Q106. 4.1.1(x):

Is the State requiring a comparison of pilot outcomes to national averages as well as the full TPA's in-network providers? Or would a comparison of pilot outcomes to national averages suffice?

**A106: Pilot program clinical outcomes shall be compared to both national averages and TPA's in-network providers.**

Q107. 4.1.5(c):

Will the State define best in class, or does the State expect the successful bidder to propose a definition for best in class?

**A107: The State of New Jersey expects the successful bidder to clearly define what they view as “best in class” and demonstrate results against the definition(s).**

Q108. 4.1.5(h)

Can the State please define what qualifies as a satisfactory continuous quality assurance program?

**A108: The continuous quality assurance program should include mechanisms to routinely monitor and report performance and outcomes against industry standards, internal performance targets and contractual requirements. Areas addressed should include review of performance in the areas of clinical; financial; operational and member experience**

Q109. 4.1.13:

Can the State please define efficient and effective medical management?

**A109: At a minimum, this should include care coordination, use of evidence based treatment approaches, quality and safety oversight and cost management.**

Q110. 4.1.2.1(a)2: For clarity, can the State confirm that the 'appropriate education and licensure' requirement is intended to be role-specific, with qualifications based on the responsibilities of each position? For example, nurses would be required to hold the necessary licensure, while other roles, such

as those who handle patient coordination, scheduling, and other member services, may have different educational criteria based on the nature of their duties.

**A110: The appropriate education and licensure requirement is intended to be role specific. The training is meant to be deemed appropriate for that team member's role.**

Q111. 3.13: Can the State confirm the level of detail needed for the required organizational charts? Do charts need to be broken out by sub-group (e.g., quality vs. VOC) or general groups?

**A111: Bidder should provide key personnel proposed to manage the Contract.**

Q112. Section 4.1.12(C), p. 22

Section 4.1.12(C) of the RFQ refers to a 'transition plan' to be submitted to the SCM within 30 calendar days after contract award. Could you confirm if the term 'transition plan' in this context can be used interchangeably with 'mobilization plan'? If not, could you please clarify the specific services or activities that would need to be transitioned, given that there is no existing COE program in place?

**A112: 'Transition Plan' is for the end of the Contract, 'Mobilization Plan' is for the beginning of Contract.**

Q113. Sections 3.6 and 3.7:

Can you clarify the intended contents of the Technical Quote and how it differs from the Management Overview?

**A113. Technical Quote: shall describe its approach and plans for accomplishing the work outlined in the Scope of Work. Management Overview: should demonstrate that the Bidder's approach and plans to undertake and complete the Contract are appropriate to the tasks and subtasks involved.**

Q114. Sections 3.8 to 3.16: Is it the State's preference that 3.8 Contract Management, 3.9 Contract Schedule, 3.10 Mobilization Plan, 3.11 Organization Experience, 3.12 Location, 3.13 Org Charts, 3.14 Resumes, 3.15 Past Experience, 3.16 Financial Capability of the Bidder be submitted as separate documents, or together?

**A114: Bidders should submit all requested items within a singular quote package if feasible. If not, bidder may submit separate documents.**

Q115. Section 6.8 of SSTC: Is a performance bond required for this Contract?

**A115: Not applicable to this RFQ.**

Q116. Section 6.7 of SSTC: Is retainage required under this Contract?

**A116. No.**

Q117. Section 3.15: For the 'Experience with Contracts of Similar Size and Scope' section, could you please confirm whether two individual references (names and phone numbers) are required for each contract listed, and whether those individuals will be contacted as part of the evaluation process? In some cases, we only have one primary point of contact, and certain client relationships prohibit us from citing individuals or providing references due to statutory restrictions or stipulations agreed upon during

contracting. We want to ensure our submission aligns with your expectations while respecting those limitations.

**A117: Bidder should provide the requested information as specified in Section 3.15.**

Q118. Sample claims dataset: With respect to the sample claims dataset provided by the State, how many months of data are included in the sample claims data file(s) you provided?

**A118: The claims dataset is for claims incurred 11/1/2023-10/31/2024, and paid through 1/31/2025**

Q119. Sample claims dataset: Is the data in the provided sample claims file(s) pulled based on the date of service or the paid date?

**A119: The claims dataset is for claims incurred 11/1/2023-10/31/2024, and paid through 1/31/2025.**

Q120. Sample claims dataset:

Can you confirm how many total rows are included in the provided sample claims dataset?

**A120: 34,635,413**

Q121. Sample claims dataset:

Does the sample dataset include claims without an associated CPT code, such as those with a DRG code or Revenue Code?

**A121: Yes, claims without a CPT code are included, those rows show blanks in the CPT field. The file reflects all claims incurred 11/1/2023-10/31/2024, paid through 1/31/2025**

Q122. Sample claims dataset:

Bidder respectfully requests the following datapoints to supplement the provided sample claims data (specific to the population eligible for the COE pilot as articulated in the RFQ):

Total allowed medical spend for 12-24 months

Average number of employees over the time period provided

Average number of members over the time period provided above

**A122: For the 12 months of claims data provided, total allowed claims is \$5,023,442,567.83  
The census should provide the average Employee and Member count.**

Q123. General: To enhance our ability to evaluate the geographic distribution of eligible members and ensure we align our network growth plans effectively, would the State be able to provide a zip code census? Having this data would enable us to better tailor our proposal and optimize network access, ensuring the best possible outcome for members.

**A123: The State of New Jersey is providing the opportunity to view census files within Addendum 4, with an NDA signed and returned to the State.**

Q124. SOW: For purposes of identifying exceptions to mandatory requirements, how should vendors interpret requirements within the RFQ that conflict with one another (ex: the website timeline articulated in 4.1.2.2(a) and 4.1.12(f) do not align)?

**A124: The State of New Jersey has determined that 4.1.12(F) will be changed to 30 days.**

Q125. Q&A: Because the State's Q&A responses are essential for us to determine precisely where exceptions or alternative provisions may be required—and those responses may not be available until after the Q&A window closes—we respectfully request a brief adjustment to the timetable:

*Proposed adjustment:*

*Allow bidders five (5) business days after receipt of the final State Q&A responses to submit any required exceptions and proposed modifications.*

**A125: The State of New Jersey rejects the proposed modification. However, DPB will allow for a second round of questions refer to Part 3 of this Addendum for the timetable.**

Q126. SOW: 4.1.2.1 C - Ensure that its Consultation and Concierge Level Member Support meets the Performance Standards set forth in Revised Attachment D - Performance Standards;

*Proposed Alternative: Bidder requests the contents of Attachment D prior to confirming compliance with this provision.*

**A126: Reference to "Attachment D-Performance Standards" was a typographical error and should instead reference "Exhibit 1-Surgery COE Performance Guarantees".**

Q127. SOW: 4.1.2.2 A - The Contractor's website shall be live 1 month prior to the start of the COE services, in accordance with implementation and mobilization periods described in this contract, and shall include Member access with the ability to check on the status of their case.

*Proposed Alternative: Agree, assuming that Bidder is supplied with member eligibility data at least 2 months prior to the start of the COE services.*

**A127: The State of New Jersey rejects the requested modifications. The State will revise RFQ 4.1.2.2 regarding the go live timing of: "Member access with the ability to check on the status of their case". This functionality is needed at the start of the COE services, not one month prior. All other Member website, mobile capabilities, and transparency requirements as outlined in the RFQ remain unchanged, including all other Member website requirements live one month prior to the start of COE services.**

Q128. SOW: 4.1.16 - The Contractor, as part of the award, shall provide an annual refresh of the data provided in Attachment A - Disruption Workbook and Revised Attachment B - Discount Workbook of the Bid Solicitation, to the SCM and designated consultant(s) in order for the SCM to understand any changes in network discounts.

*Proposed Alternative: Bidder requests copies of Attachment A and Attachment B prior to confirming compliance with this provision.*

**A128: References to Attachments A and B are typographical errors that can be disregarded throughout the RFQ and are not applicable to this contract.**

Q129.SOW: 4.1.16 - In addition, all customer service, medical and network management, and reporting services shall be continued for a period of a minimum of twelve (12) months following Plan termination. The Contractor shall not charge any additional fees at termination for these services.

*Proposed Alternative: Bidder agrees to complete the support and processing for any patient cases that have been opened prior to the termination date, but we will not intake new patient cases after the termination date.*

**A129: The State of New Jersey rejects the proposed language modifications. State of New Jersey does not require vendor to process new cases after the end of the contract.**

Q130. General Contract Terms:

5.24 - Substitution of Staff. If a Contractor needs to substitute any management, supervisory or key personnel, the Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted for the individual(s) proposed as substitute(s) who must have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

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

*Proposed Alternative: Bidder would like to discuss the scope of management, supervisory, or key personnel that would be subject to this provision.*

**A130: The State of New Jersey rejects the requested modifications.**

Q131. Data Security Requirements – Contractor Responsibility:

6.3 A. Position descriptions that include appropriate language regarding each role's security requirements;

*Proposed Alternative: Bidder requests further clarity on which roles are of interest to the State to accurately confirm compliance with this provision.*

**A131: The State of New Jersey expects all Contractor personnel working on the Contract in any capacity to comply with the Contract and all requirements within.**

Q132. Data Security Requirements – Contractor Responsibility:

6.4 C. Role-based security training is provided to personnel with respect to their duties or responsibilities (e.g. network and systems administrators require specific security training in accordance with their job functions); and

*Proposed Alternative: Bidder requests further clarity on which roles are of interest to the State to accurately confirm compliance with this provision.*

**A132: The State of New Jersey expects all Contractor personnel working on the Contract in any capacity to comply with the Contract and all requirements within.**

Q133. Data Security Requirements – Contractor Responsibility:

6.6 G. Data Breach: In the event of any actual, probable or reasonably suspected Breach of Security, or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any Personal Data, Contractor shall: (a) immediately notify the State of such Breach of Security, but in no event later than 24 hours after learning of such security breach; (b) designate a single individual employed by Contractor who shall be available to the State 24 hours per day, seven (7) days per week as a contact regarding Contractor's obligations under RFQ Section 6.34 - Incident Response; (c) not provide any other notification or provide any disclosure to the public regarding such Breach of Security without the prior written consent of the State, unless required to provide such notification or to make such disclosure pursuant to any applicable law, regulation, rule, order, court order, judgment, decree, ordinance, mandate or other request or requirement now or hereafter in effect, of any applicable governmental authority or law enforcement agency in any jurisdiction worldwide (in which case Contractor shall consult with the State and reasonably cooperate with the State to prevent any notification or disclosure concerning any Personal Data or Breach of Security); (d) assist the State in investigating, remediating and taking any other action the State deems necessary regarding any Breach of Security breach and any dispute, inquiry, or claim that concerns the Breach of Security; (e) follow all instructions provided by the State relating to the Personal Data affected or potentially affected by the Breach of Security; (f) take such actions as necessary to prevent future Breaches of Security; and (g) unless prohibited by an applicable statute or court order, notify the State of any third party legal process relating to any Breach of Security including, at a minimum, any legal process initiated by any governmental entity (foreign or domestic).

*Proposed Alternative: Bidder prefers notification within 48 or 72 hours of learning of a security breach to confirm the extent of the breach and any ongoing vulnerability.*

**A133: The State of New Jersey's Office of Homeland Security and Preparedness (OHSP) agrees to amend to 48 hours but rejects the remaining proposed language in "Proposed alternative" submitted by bidder. Section will read as:**

***"6.6 G. Data Breach: In the event of any actual, probable or reasonably suspected Breach of Security, or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any Personal Data, Contractor shall: (a) immediately notify the State of such Breach of Security, but in no event later than 48 hours after learning of such security breach; (b) designate a***

*single individual employed by Contractor who shall be available to the State 24 hours per day, seven (7) days per week as a contact regarding Contractor's obligations under RFQ Section 6.34 - Incident Response; (c) not provide any other notification or provide any disclosure to the public regarding such Breach of Security without the prior written consent of the State, unless required to provide such notification or to make such disclosure pursuant to any applicable law, regulation, rule, order, court order, judgment, decree, ordinance, mandate or other request or requirement now or hereafter in effect, of any applicable governmental authority or law enforcement agency in any jurisdiction worldwide (in which case Contractor shall consult with the State and reasonably cooperate with the State to prevent any notification or disclosure concerning any Personal Data or Breach of Security); (d) assist the State in investigating, remedying and taking any other action the State deems necessary regarding any Breach of Security breach and any dispute, inquiry, or claim that concerns the Breach of Security; (e) follow all instructions provided by the State relating to the Personal Data affected or potentially affected by the Breach of Security; (f) take such actions as necessary to prevent future Breaches of Security; and (g) unless prohibited by an applicable statute or court order, notify the State of any third party legal process relating to any Breach of Security including, at a minimum, any legal process initiated by any governmental entity (foreign or domestic)."*

Q134. Data Security Requirements – Contractor Responsibility:

6.6 I. End of Contract Data Handling: Upon termination/expiration of this Contract the Contractor shall first return all State Data to the State in a usable format as defined in the Contract, or in an open standards machine-readable format if not. The Contractor shall then erase, destroy, and render unreadable all Contractor backup copies of State Data according to the standards enumerated in accordance with the State's most recent Media Protection policy, <https://www.cyber.nj.gov/grants-and-resources/state-resources/statewide-information-security-manual-ism>, and certify in writing that these actions have been completed within thirty (30) Calendar Days after the termination/expiration of the Contract or within seven (7) Business Days of the request of an agent of the State whichever should come first.

*Proposed Alternative: In order to properly complete the support and processing of patient cases that were initiated prior to termination of the contract, Bidder will need to retain all related data for a longer period of time. We also request clarification for how this provision aligns with Section 5.15 – Maintenance of Records / Audits which requires Contractor to retain data for 5 years.*

**A134: The State of New Jersey rejects the proposed modification(s). The RFQ does not contain Section 5.15 Maintenance of Records/Audits. Section 6.6(I) refers to State of NJ Data, defined under Section 9: Glossary, at the end of the contract either by termination or expiration.**

Q135. Data Security Requirements – Contractor Responsibility:

6.8 C. Masking sensitive data that is displayed or printed; and

*Proposed Alternative: Bidder requests clarification on the scope and intent of this provision. For example, is this intended to mask PHI from being reported to DPB staff?*

**A135: Bidders shall comply with Section 6.8 C and mask PHI (Example but not limited to: SSN ###-##-1234).**

Q136. Data Security Requirements – Contractor Responsibility:

6.8 D. Implementing handling and labeling procedures

*Proposed Alternative: Bidder requests additional details and examples on what “handling and labeling” procedures are intended to entail.*

**A136: Handling and labeling refers to classifying information assets using human-readable security attributes to determine the sensitivity of information. Examples include Low, Moderate, High, For Official Use Only (FOUO), Traffic Light Protocol (TLP) as determined by CISA, etc. Link to TLP: <https://www.cisa.gov/news-events/news/traffic-light-protocol-tlp-definitions-and-usage>.**

Q137. Data Security Requirements – Contractor Responsibility:

6.17 Whole Section - ICS/SCADA/OT SECURITY

The Contractor shall implement controls and processes to ensure risks, including risks to human safety, are accounted for and managed in the use of Industrial Control Systems (ICS), Supervisory Control and Data Acquisition (SCADA) systems and Operational Technologies (OT). ICS/SCADA/OT Security requires the application of all of the enumerated control areas in this RFQ, including, at a minimum:

*Proposed Alternative: Bidder requests the addition of a qualifier such as “if applicable to the Services performed by Contractor.”*

**A137. The State of New Jersey rejects the modifications proposed. If not applicable to organization, Bidder may indicate “N/A” within Security Questionnaire response supported by a brief explanation.**

Q138. Data Security Requirements – Contractor Responsibility:

6.18 Whole Section - INTERNET OF THINGS SECURITY

The Contractor shall implement controls and processes to ensure risks are accounted for and managed in the use of Internet of Things (IoT) devices including, but not limited to, physical devices, vehicles, appliances and other items embedded with electronics, software, sensors, actuators, and network connectivity which enables these devices to connect and exchange data. IoT. IoT security shall include, at a minimum, the following:

*Proposed Alternative: Bidder requests the addition of a qualifier such as “if applicable to the Services performed by Contractor.”*

**A138. The State of New Jersey rejects the proposed modifications. If not applicable to organization, Bidder may indicate “N/A” within Security Questionnaire response supported by a brief explanation.**

Q139. Data Security Requirements – Contractor Responsibility:

6.20: The Contractor shall establish administrative, technical, and physical security controls required to effectively manage the risks introduced by mobile devices used for organizational business purposes. Mobile device security shall include, at a minimum, the following:

*Proposed Alternative: Bidder requests the addition of a qualifier such as "if applicable to the Services performed by Contractor."*

**A139: The State of New Jersey rejects the proposed modification. If not applicable to organization, Bidder may indicate "N/A" within Security Questionnaire response supported by a brief explanation.**

Q140. Data Security Requirements – Contractor Responsibility:

3.21: Network security

The Contractor shall implement defense-in-depth and least privilege strategies for securing the information technology networks that it operates. To ensure information technology resources are available to authorized

*Proposed Alternative: Bidder requests the addition of a qualifier such as "where applicable to the Services performed by Contractor."*

**A140. The State of New Jersey rejects the modifications proposed. If not applicable to organization, Bidder may indicate "N/A" within Security Questionnaire response supported by a brief explanation.**

Q141. Data Security Requirements – Contractor Responsibility:

6.23 A: Notifying all stakeholder of changes;

*Proposed Alternative: Bidder requests clarification on notification timeframes prior to agreeing compliance with this provision.*

**A141. Bidder should outline their own procedures on change management procedures company follows and how all stakeholders are notified of these changes.**

Q142. Data Security Requirements – Contractor Responsibility:

6.31: Whole Section- PHYSICAL AND ENVIRONMENTAL SECURITY

*Proposed Alternative: Bidder requests the addition of a qualifier such as "where applicable to the Services performed by Contractor."*

**A142. The State of New Jersey rejects the modification proposed. If not applicable to organization, Bidder may indicate "N/A" within Security Questionnaire response supported by a brief explanation.**

Q143. Data Security Requirements – Contractor Responsibility:

6.33 E: Contracts with external incident response services specialists; and

*Proposed Alternative: Bidder requests the addition of a qualifier such as "if applicable to the Services performed by Contractor."*

**A143. The State of New Jersey rejects the modifications. If not applicable to organization, Bidder may indicate "N/A" within Security Questionnaire response supported by a brief explanation.**

Q144. Data Security Requirements – Contractor Responsibility:

6.33 F: Contacts with law enforcement cybersecurity units.

*Proposed Alternative: Bidder requests the addition of a qualifier such as "if applicable to the Services performed by Contractor."*

**A144. The State of New Jersey rejects the modifications. If not applicable to organization, Bidder may indicate "N/A" within Security Questionnaire response supported by a brief explanation.**

## Part 2: Suggested RFQ Revisions by Bidder

### Q145. 4.1.1 CLAIM/INVOICE/ADMINISTRATION

- A. Provider's will determine medical necessity and appropriateness of care for Member's Covered Procedures,;
- B. Verify Member eligibility before proceeding with providing services or invoicing DPB;
- C. Issue electronic funds transfers or benefits checks to Providers and facilities as appropriate and in a timely manner;
- D. Develop, in conjunction with the SCM, all materials used to communicate with Members
- E. Prepare communication materials jointly with the SCM as required;
- F. Ensure that the Network Providers are prohibited from balance billing Members for charges
- G. Conduct account-specific audits of its own office(s) and those of affiliated organizations and Subcontractors for DPB to ensure accurate processing;
- H. In accordance with standards established by the Commissions or by law (including, but not limited to the Out- of-Network Consumer Protection, Transparency, Cost Containment and Accountability Act, P.L. 2018, c.32 (N.J.S.A. 26:2SS-1 et seq.)), review denied Claim/Invoices that are appealed by a Member and provide a monthly report to the DPB on all appeals referred to the IRO and the outcome of those appeals;
- I. Comply with all internal review timelines required by Federal law which are subject to change during the term of this Contract;
- J. If applicable, Provide representatives for all Commission meetings (generally held bi-monthly) where appeals for denial of medical necessity from COE will be heard, including having appropriate medical professionals attend all Commission meetings when requested by DPB or either Commission. This responsibility shall continue after expiration or termination of the Contract for any Claim/Invoices that may go before the Commissions that were administered or adjudicated by the Contractor during the term of the Contract;
- K. Administer all aspects of the external review and appeal process required under PPACA for all non- Grandfathered plans;
- L. Ensure all payments to Providers are based on actual Provider charges for the bundled services. Providers should not receive payment based on estimates or averages for any service;
- M. Verify that all requirements of the U.S. Department of Health and Human Services, with regard to HIPAA- mandated electronic data interchange (EDI) for Claim/Invoices transactions are met;
- N. Ensure all payments to Providers are based on actual Provider charges for the bundled services. Providers should not receive payment based on estimates or averages for any service;
- O. The Contractor shall document all demonstrated superior clinical outcomes versus national averages and, versus the TPA's in-network providers – includes metrics such as, but not limited to, readmission rates and complication rates.
- P. All Administrative Fees shall assume the State will be the Claim Fiduciary.

The Contractor shall notify DPB, in writing, of any material change or modification to the system, protocols and procedures, location, or personnel utilized for Claim/Invoices

**Commented [A1]: To State:** Under (bidders) standard offering, providers make medical necessity determinations, and (bidder) does not perform UM/UR services or subrogation/recovery. However, to the extent the State will require third-party UM/UR for the services performed, (bidder) is contracted with an accredited UM/UR provider can implement those services. Additionally, (bidder) will cooperate with the State's subrogation/recovery vendor and provide necessary information to for purposes of those services being performed.

**Commented [A2]: To State:** (bidder) is able to provide reporting on the clinical outcomes as compared to the State's TPA. (bidder) will require the State to share the relevant information from the State's TPA in order to provide an accurate reporting

adjudication or Claim/Invoices processing, prior to implementation, if the change or modification would:

1. Affect the Contractor's ability to perform one or more of its obligations of this Contract;
2. Be visible to the SHBP or its Members; or
3. Put the Contractor or the Plan(s) in non-compliance with the provisions or substantive intent of the Plan(s).

**A145: The State of New Jersey rejects all of the proposed modifications and comments.**

**Q146: 4.1.2.1 MEMBER CALL CENTER & INITIAL CONSULTATION OF COVERED PROCEDURES**

The Contractor shall:

- A. Provide Initial Consultation of Covered Procedures and Concierge Level Member Support with a dedicated customer-service unit and a toll-free telephone line to provide answers to Members and Provider inquiries on Program specifics including but not limited to member out of pocket expenses, care support, network navigation, and cost transparency:
  1. Team should be of adequate size to handle the anticipated volumes;
  2. All team members should have appropriate education, licensure (if applicable) and training.

The Contractor shall provide the initial Consultation of Covered Procedures via telephone. The Contractor shall provide plain language to the Member on Covered Procedure information. During the initial Consultation, the Contractor shall determine the distance of the current residence of the Member to a provider in the COE network. If the Contractor determines the Member resides more than fifty (50) miles from a provider in the COE network, then the Member shall not be subject to the cost-sharing set out in Resolution #2024-7. The Contractor shall accept and document Member's verbal decisions via telephone to satisfy the initial Consultation requirement. Within two (2) business days of the initial Consultation and member decision, the Contractor shall document all relevant information and notify the Member's SHBP insurance carrier that they have completed the COE initial Consultation obligation.

**Commented [A3]: To State:** Is the intent of this provision for the cost sharing obligations set forth in #2024-7 to apply to (bidder) network, and for the cost-share to only be waived when a provider is more than 50 miles away from the members residence?

**A146: For clarification, the following will be added to this paragraph: Members who reside within a 50-mile radius of a designated COE are required to first consult with the COE vendor regarding a Covered Procedure before receiving the Covered Procedure elsewhere. If a member does not first consult with the COE vendor and obtains the service from a non-COE provider, cost-sharing obligations will apply as outlined in Resolution #2025-13.**

**Q147: COMMUNICATIONS**

The Contractor shall have the capability to, if requested by the State:

- A. Provide a quarterly communications calendar to the SCM, and the Online Enrollment Vendor. All Member communications shall be provided to the SCM in advance of distribution for review and approval;
- B. Provide communication (member-facing) support for
  - A. Initial program launch
  - B. open enrollment

**Commented [A4]: To State:** If desired by the State, (bidder) is able to perform individualized outreach to members based on claims information.

C. periodic awareness-building campaigns

- C. Provide educational materials in a variety of formats (i.e., print, webinar, and video) for annual enrollment, clinical information and other needs. All Member communications material should be written at a 5<sup>th</sup> grade level. The Contractor shall transmit communication materials in Spanish on a case-by-case basis, if requested in writing by the SCM;
- D. Provide co-branding and customization of communications materials in conjunction with DPB, and the Online Enrollment Vendor;
- E. Work with DPB to develop language detailing Program benefits for the SHBP member handbooks and other plan documents, as needed; and
- F. Review communications developed by DPB and provide comments and feedback in a timely manner, as requested.

**A147: The State of New Jersey rejects all of the proposed edits and comments Bidder suggests above and within comments mark-up column of this document. The State of New Jersey will review bidders' capabilities as part of the evaluation. Bidder should submit in their quote their approach to accomplishing the Scope of Work.**

Q148: 4.1.4 ACCOUNT MANAGEMENT

- E. Develop biannual satisfaction survey, in conjunction with the DPB, and transmit same to a statistically significant sample of Members. The Contractor shall be responsible for tallying the responses of the survey and presenting the results to the DPB. The Contractor shall provide all individual survey responses to the DPB, if requested by the SCM;

**Commented [A5]: To State:** (bidder) is requesting clarification as to the frequency of the satisfaction survey. Exhibit 1-Surgery COE Performance Guarantees calls for a once annual satisfaction survey.

**A148: Member Satisfaction Performance Guarantee metrics should be assessed annually. The State of New Jersey accepts the modification use the word "annually in Section: 4.1.4 Account Management, Letter "E" only. Letter E of 4.1.4 will be modified to read as per below:**

***"Develop annual satisfaction survey, in conjunction with the DPB, and transmit same to a statistically significant sample of Members. The Contractor shall be responsible for tallying the responses of the survey and presenting the results to the DPB. The Contractor shall provide all individual survey responses to the DPB, as requested by the SCM;"***

Q149: 4.1.5 NETWORK MANAGEMENT

- E. Provide at least 45 Calendar Days advance written notification to the SCM of any reduction in Provider networks that will affect a 1.0% or greater change in the number of Providers in the network or a disruption that would impact 3.0% or greater of the Members. In measuring the 3.0% impact on Members, the Contractor should include any Member who has had at least one (1) Claim/Invoice with that Provider(s) on or within the previous 12 months, or within a lesser time period if the Contractor does not yet have 12 months of Claim/Invoice experience. The Contractor shall also notify Members of disruption based on:
  - a. If facility Provider, communication shall be sent to all Members who have used the Provider network within the Three-Digit Zip Code; or

- b. If physician Provider, communication shall be sent to all affected Members.

**A149: The State of New Jersey rejects all modifications proposed and comments. The State of New Jersey will review bidders' capabilities as part of the evaluation.**

Q150: 4.1.5 NETWORK MANAGEMENT

3. Contractor agrees that it shall assist the State in connection with the reporting requirements that apply to the Plan under Internal Revenue Code Section 9825, ERISA Section 725, and Public Health Service Act Section 2799A-10, as added by Section 204 of division BB of the Consolidated Appropriations Act, 2021 and any implementing regulations ("CAA Reporting Requirements"), and directly relate to the Services provided by Contractor under the Agreement. Contractor shall be responsible for reviewing the CAA Reporting Requirements and any modifications thereto and, on the State's behalf, shall provide the files required by Prescription Drug Data Collection (RxDC) Annual Reports directly to the Centers for Medicare and Medicaid Services as necessary to comply with the CAA Reporting Requirements related to the data held by Contractor. Contractor agrees to reasonably cooperate with the State, its consultants, and other vendors with respect to the CAA Reporting Requirements. This Section of the Bid Solicitation is intended to constitute a written agreement under 29 C.F.R. 2590.725-2(d) (2)

**A150: The State of New Jersey rejects all modifications proposed and comments made in the mark-up section of this document pertaining to this question. The State of New Jersey will review bidders' capabilities as part of the evaluation.**

Q151: 4.1.9 PPACA COMPLIANCE

The Contractor shall:

- A. As requested by the State, provide assistance to the State to ensure the Plan's continuing compliance with requirements, including, but not limited to, sending notifications of changes in the federal regulations to the State and its Subscribers;

**A151: The State of New Jersey accepts modifying Section 4.1.9, Letter A to read as per below, however the State of New Jersey rejects accepting Bidder response in mark-up comments column:**

***" A. Provide assistance to the State to ensure the Plan's continuing compliance with requirements, including, but not limited to, sending notifications of changes in the federal regulations to the State and its Subscribers;"***

Q152: 4.1.12 START-UP

D. Plan benefit design shall be accurately loaded to and testing successfully completed in the Contractor's database at least 45 Calendar Days before the Contract Effective Date, provided that the State provides all necessary data to Contractor at least 65 Calendar Days before the Contract Effective Date. The State or its designated consultant(s) will conduct a quality review of the Plan design to be loaded in the Claim/Invoice system prior to the effective date. All

**Commented [A6]: To State:** (bidder) proposed edit clarifies that a notification will be sent to the SCM and members that have utilized the network if there will be network reduction/disruption.

(bidder) is able to communicate to all members if desired by the State, but the communications may be unhelpful to members who have not used the solution.

**Commented [A7]: To State:** (bidder) does not standardly submit RxDC reporting directly to CMS, as (bidder) does not have all of the required information from the Plan's other carriers. If the State is able to provide (bidder) with all of the required RxDC information from the Plan's other vendors, (bidder) can submit on behalf of the Plan. More frequently, (bidder) submits its RxDC information to its clients, who then coordinate filing through other vendors.

**Commented [A8]: To State:** Given (bidder) is only providing a subset of services under the Plan, (bidder) will cooperate with the State in ensuring the Plan's compliance obligations are met that pertain to (bidder) services, but is not in a position to otherwise ensure the Plan's broader compliance with applicable law.

**Commented [A9]: To State:** (bidder) has added the condition that the State supplies relevant data to ensure that (bidder) has sufficient lead time to set up operational infrastructure.

information needed for this on-site review shall be provided to allow for the review of the Claim/Invoices administration system in a test environment that would be the "live" Claim/Invoice processing system;

Be equipped to receive the State's Plan Eligibility File from the Online Enrollment Vendor within thirty (30) days prior to the Contract Effective Date;

- E. Be equipped to receive the Plan's Claim/Invoice data files from incumbent contractors thirty (30) Calendar Days prior to the Contract Effective Date. The file shall be tested with the Contractor's Claim/Invoice system and plan benefit design, and be ready for Claim/Invoice payment by the Contract Effective Date;
- F. Toll-free telephone number, customer service unit, and website shall be operational ninety (90) Calendar Days prior to the Contract Effective Date;
- G. Contractor must complete, at no additional cost, system and file feed integration with any designated third- parties or existing third-party member solutions currently offered to SHBP members, subject to mutual agreement on data specifications. Future integration points after the Contract Effective Date will be funded through the Integration Credit outlined in the Revised Attachment E - State-Supplied Price Sheet.

**A152: The State of New Jersey is providing response by itemized paragraph for Q152 suggested edits by Bidder:**

**Paragraph "D"- The State of New Jersey rejects the modification and proposed comment.**

**Paragraph "F"- The State of New Jersey will revise this requirement to be 30 days prior to Contract Effective Date.**

**Paragraph "G"- The State of New Jersey rejects the modification and proposed comment.**

**Q153: 4.1.13 AUDITS**

- D. Provide \$50,000 to fund a performance and/or claims audit, to be performed by Aon, after 3 years of program operation. Audit scope and details to be mutually agreed up by SONJ and the successful bidder.

**A153: Bidders should disregard 4.1.13, Letter H. This is removed entirely and bidders should refer to the Price Sheet: Minimum Required Annual Credits.**

**Q154: 4.1.14 RECORD RETENTION**

- A. Subject to applicable law, Claim/Invoice Records shall at all times be the property of the Programs. The Contractor has the right to possession and use of Claim/Invoices Records during the term of the Contract and to maintain Claim/Invoices Records following the termination of the Contract, as necessary to comply with its obligations under the Contract or as mandated by law. Upon request, data shall be provided in a mutually-agreeable format;
- B. Unless otherwise permitted by the Contract, the Contractor shall have no interest in, nor have any obligation to provide any aggregate Claim/Invoice or payment data maintained or copied by the Contractor for its own uses outside of the scope of the Contract. Such information may not be used for any purposes which may be deemed by the Programs as detrimental to the Programs;
- C. All Claim/Invoice Records and other records possessed by the Contractor under the

**Commented [A10]: To State:** (bidder) is requesting clarification as to when the website needs to be operational. Section 4.1.2.2(A) requires the website to be operational one month prior to the Effective Date. Note, (bidder) will facilitate either timeline.

**Commented [A11]: To State:** If the State desires for members to be able to log in to their portal and communicate with (bidder), (bidder) will require eligibility information at least 30 days prior to the go-live date for the website.

(bidder) looks forward to clarifying with the State the expected operations of (bidder) website prior to launch of the services.

**Commented [A12]: To State:** (bidder) is able to work with the State's third party vendors to implement various file feeds, but requests that (bidder) be included in the determination of the specifications of the file feeds.

**Commented [A13]: To State:** Is the \$50,000 audit credit included in this provision in lieu of, or in addition to, the audit credits contained in Exhibit 1-Surgery COE Performance Guarantee?

**Commented [A14]: To State:** Please see (bidder) edits to Section 5.3.A on (bidder) permissible use of data under this Contract.

Contract shall be retained in accordance with applicable federal and State record retention requirements, but in any case, shall be kept and retrievable for no less than seven (7) years. Claim/Invoice Records shall be retained for two (2) years on-line from the date of service or from the date final payment is made on the Claim/Invoice, whichever is later;

- D. If DPB notifies the Contractor a Claim/Invoice has become the subject of litigation, the Contractor shall preserve all records pertaining to the Claim/Invoice and provide the SCM all Claim/Invoice information related to that Claim/Invoice as necessary for litigation purposes and participate as fact or expert witnesses. The Contractor shall provide an expert witness, when necessary, at a reasonable, customary and mutually agreed upon hourly fee. This provision shall survive termination of the Contract;
- E. ~~The Contractor shall defend, at its own expense, litigation arising from or related to Contractor's actions or inactions, under this Contract;~~ **To State: Indemnity is covered in detail in Section 4.1 of the SSTC.** (bidder) **is removing to avoid any conflict.**
- F. In addition, Claim/Invoice Records shall promptly be made available to the State for audit and review upon written request;
- G. In addition, all documents, records, reports, data, including data recorded by the Contractor in its data processing systems, directly related to the receipt, processing and payment of Claim/Invoice Records shall promptly be made available to the State or its designated consultant(s) upon written request;
- H. The provisions of *Bid Solicitation Section 4.1.19 – Record Retention* shall survive the termination of this Contract or termination of coverage of a Member and shall bind the Commissions and the Contractor so long as they maintain any Personally Identifiable Information; and
- I. Contractor shall prepare all filings necessary and appropriate to comply with the New York Health Care Reform Act of 1996, as appropriate for those Members residing in New York, as well as all other applicable State or federal requirements.
- J. The Contractor shall comply with the ~~regulations and policies~~ as required by Records Management Services. The Contractor shall optimize the operational, time and cost efficiency of the State. The Contractor shall structure and maintain a reliable claims process, along with all required supporting documentation and retention.

**Commented [A15]: To State:** (bidder) is requesting that the State please provide or direct us to the applicable policies, as they were not provided with the RFQ.

**A154: The State of New Jersey rejects the requested modifications. State of New Jersey modifies this section only to include the following resource, web link for bidders:**

<https://www.nj.gov/treasury/revenue/rms/retentiondisposition.shtml>

#### Q155: 4.1.16 REPORTING REQUIREMENTS

~~Upon the State's request, the Contractor shall cooperate with State personnel and consultants, report to including the SCM, on all required modifications to the Plan's benefit provisions and/or administrative procedures for compliance with federal or State enacted legislation and, upon request, provide an estimated cost associated with same.~~

The Contractor shall cooperate with State personnel and consultants on all areas of reporting, including the setup and ongoing maintenance of interfaces to securely send data file feeds on at least a monthly basis to the State's designated consultant(s).

The Contractor shall cooperate with State personnel and consultants on all areas of reporting, upon request, including, but not limited to, providing:

**Commented [A16]: To State:** Given (bidder) is only providing a subset of services under the Plan, (bidder) will cooperate with the State in ensuring the Plan's compliance obligations are met that pertain to (bidder) services, including providing template descriptions of (bidder) services to be incorporated into the Plan documents

- A. All required modifications to the Plan's benefit provisions and/or administrative procedures for compliance with federal or State enacted legislation and, upon request, provide an estimated cost associated with same;
- B. The setup and ongoing maintenance of interfaces to securely send data file feeds in real-time to other designated third party by the SCM.

The Contractor shall cooperate with State personnel, designated consultants, and any other designated third-party vendors, including but not limited to data warehouse and Claim/Invoice integrity vendors, to share Claim/Invoices level data and provide access to review Claim/Invoices data within Contractor's system. **To State:** (bidder) will share claims/invoice data with the State's vendors, but does not allow for third parties to have access to (bidder) internal claims processing system.

The Contractor shall provide access to Claim/Invoice data and eligibility data for all implemented programs or point solutions contracted to support the delivery of services to SHBP members.

The Contractor, as part of the award, shall provide an annual refresh of the data provided in Attachment A - Disruption Workbook and Revised Attachment B - Discount Workbook of the Bid Solicitation, to the SCM and designated consultant(s) in order for the SCM to understand any changes in network discounts.

Data files shall be provided electronically in an agreed upon format along with a corresponding data dictionary and explanations for any data codes. Contractor should also notify the State and the consultants at least six (6) months in advance of any anticipated changes in the monthly data feed. This advance notice shall also be accompanied with an updated new test file under the new format with the updated data dictionary.

In addition, all customer service, medical and network management, and reporting services shall be continued for a period of a minimum of twelve (12) months following Plan termination. The Contractor shall not charge any additional fees at termination for these services.

Required reports are as follows:

- C. **Monthly Paid Claim/Invoice Summary Report** – On a monthly basis, no later than 20 Calendar Days after the end of the month, a report of all Claim/Invoices paid in the month along with the incurred year and with a rolling prior 12 months of past paid Claim/Invoices including the past month (the report shall also include any reconciliation or adjustment for overpayment collected in the prior 12 months of past paid Claim/Invoices), by the following variables:
  1. Employer type (i.e., State, Local Government);
  2. Employee type (i.e., Active, Early Retiree);
  3. Place of service identifier (i.e. inpatient facility, outpatient facility, ambulatory surgery center etc.);
  4. Plan Option (i.e. PPO10, PPO15, etc.).
- D. **Quarterly Engagement Report** – On a minimum of a quarterly basis, no later than 45 Calendar Days after quarter end, develop and provide a report that shows the Member engagement results, including, but not limited to, actual engagement results and a comparison of Program experience with Contractor's book of business and other public sector clients including comparisons to those similarly situated. Contractors shall also have the ability to provide ad-hoc reports as necessary and ensure accessibility to DPB personnel for review and manipulation of Claim/Invoices data for generation of ad hoc

**Commented [A17]: To State:** Attachment A - Disruption Workbook and Revised Attachment B - Discount Workbook were not provided with the RFQ. Could the State please provide these workbooks for (bidder) review and consideration?

**Commented [A18]: To State:** (bidder) is able to provide the required reporting, but only if the State's eligibility data information segments member information by required reporting fields.

reports;

- E. **Quarterly Utilization Report** – On a minimum of a quarterly basis, no later than 45 Calendar Days after quarter end, develop and provide a report that shows cost and utilization patterns (by Employer Type, Employee Type, and split by plan as indicated), including, but not limited to:
1. Utilization, and price trends by type of service;
  2. Comparison of Plan experience with Contractor's book of business and other public sector clients; and

The Contractor shall also provide ad-hoc reports as necessary and ensure accessibility to DPB personnel for review and manipulation of Claim/Invoices data for generation of ad hoc reports;

- F. **Annual Review** – Annually, within 30 Calendar Days after the agreed upon claims run out period of each calendar year, the Contractor shall meet with the SCM, other State personnel, and consultants to review the Plan's Claim/Invoice experience. The review topics shall include, but need not be limited to, the following:

1. Summary of utilization delineated by State, Local Government Employers and by Actives, Early Retirees, and Medicare Retirees;
2. Relevant demographic characteristics ;
3. Experience by diagnostic grouping and type of service;
4. Plan utilization compared to Contractor's book of business and other public sector clients;
5. Summary of all payments to applicable Providers

- G. **Quarterly Performance Reporting** – Report in a manner established by DPB on all Performance Standards. Contractor shall provide detailed reporting, 45 Calendar Days after the end of the quarter, necessary for DPB or any designee chosen by DPB to independently evaluate Performance Standards results;

- H. **Annual Claim/Invoice Target and Financial Guarantee Reporting** – Report in a manner established by DPB on all Financial Guarantees (Claim/Invoice Target and Financial Guarantee). Contractor shall provide detailed reporting, 45 days after the end of the 3-month run off period for the Plan Year, necessary for DPB or any designee chosen by DPB to independently evaluate Financial Guarantees (Claim/Invoice Target and Financial Guarantee) results;

- I. **Ad-Hoc Reporting** – Contractors shall also provide ad-hoc reports as necessary and ensure accessibility to DPB personnel for review and manipulation of Claim/Invoices data for generation of ad hoc reports, no later than 20 Calendar Days after request.

**A155: The State of New Jersey rejects all edits and modifications proposed EXCEPT: Removing references to Attachments A and B, as these are typographical errors and not applicable to this RFQ. Furthermore, the State of NJ accepts the proposed change to remove reference to "Medicare retirees" from F1.**

**Commented [A19]: To State:** (bidder) understanding is that Medicare Retirees are not a part of the State's eligible population for this benefit. (bidder) is able to provide services to Medicare Retirees, as (bidder) currently accommodates this population for the State of Alaska.

Q156: 5.3 OWNERSHIP OF MATERIAL

- A. **State Data** – The State owns State Data. Contractor shall not obtain any right, title, or interest in any State data, or information derived from or based on State Data, [subject the Contractor's license to State Data set forth herein](#). State Data provided to Contractor shall be delivered or returned to the State of New Jersey upon thirty (30) days' notice by the State or thirty (30) days after the expiration or termination of the Contract. Except as specifically required by the requirements of the RFQ, State Data shall not be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager. [The State grants to Contractor a non-exclusive, irrevocable \(during the Term of the Contract\), non-transferable, non-sublicensable, limited license to access and use the State Data for the purpose of delivering the Services pursuant to the Contract. Contractor may develop and use various reports, surveys, analytics studies and data compilations related to performance of the Services \(collectively, "Data Derivations"\) for any business purpose, including analyses, extracts, and derivations of State Data, provided that such Data Derivations are comprised of anonymized data and do not contain any information that is identifiable to any third party recipient as originating from the State or Local Employers, Members or personnel and such de-identification is done in accordance with the provisions of applicable privacy laws.](#)
- B. **Work Product; Services** – [With the exception of Contractor Intellectual Property incorporated therein](#), the State owns all Deliverables developed for the State in the course of providing Services under the Contract, including but not limited to, all data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared [solely for the State or are a result of the Services required under the Contract](#).
- C. **Contractor Intellectual Property; Commercial off the Shelf Software (COTS) and Customized Software** – Contractor retains ownership of all Contractor Intellectual Property, and any modifications thereto and derivatives thereof, that the Contractor supplies to the State pursuant to the Contract, and grants the State a non-exclusive, royalty-free, [non-transferrable](#) license to use Contractor Intellectual Property delivered to the State for the purposes contemplated by the Contract for the duration of the Contract including all extensions. In the event Contractor provides its standard license agreement terms with its Quote, such terms and conditions must comply with *RFQ Section 1.4 – Order of Precedence of Contractual Terms*.
- D. **Third Party Intellectual Property** – Unless otherwise specified in the RFQ that the State, on its own, will acquire and obtain a license to Third Party Intellectual Property, Contractor shall secure on the State's behalf, ~~in the name of the State and subject to the State's approval,~~ a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in the Contract at no additional cost to the State beyond that in the Quote a127
- E. . In the event Contractor is obligated to flow-down commercially standard third party terms and conditions customarily provided to the public associated with Third Party Intellectual Property and such terms and conditions conflict with RFQ requirements,

**Commented [A20]: To State:** (bidder) requests a limited license grant to use the State Data in connection with (bidder) performance of the services.

**Commented [A21]: To State:** (bidder) requests the ability to utilize de-identified data in book-of-business reporting. This provision allows (bidder) to create and use aggregated, anonymized data insights, such as reports on utilization or analytics on decreased claims spend, based on (bidder) performance of the services. Importantly, any such data will be fully de-identified in compliance with applicable privacy laws and will not include any information that could be traced back to the State, a Local Employer, or Members.

**Commented [A22]: To State:** (bidder) has proposed edits clarifying the IP rights (bidder) will retain in its materials that are used broadly for all customers.

including the SSTC, the State will accept such terms and conditions with the exception of the following: indemnification, limitation of liability, choice of law, governing law, jurisdiction, and confidentiality. The RFQ including the SSTC shall prevail with respect to such conflicting terms and conditions. In addition, the State will not accept any provision requiring the State to indemnify a third party or to submit to arbitration. Such terms are considered void and of no effect. Third party terms and conditions should be submitted with the Quote. If Contractor uses Third Party Intellectual Property, Contractor must indemnify the State for infringement claims with respect to the Third Party Intellectual Property. Contractor agrees that its use of Third Party Intellectual Property shall be consistent with the license for the Third Party Intellectual Property, whether supplied by the Contractor, secured by the State as required by the RFQ, or otherwise supplied by the State.

- F. **Work Product; Custom Software** – The State owns all Customized Software which shall be considered “work made for hire”, i.e., the State, not the Contractor, Subcontractor, or third party, shall have full and complete ownership of all such Custom Software. To the extent that any Customized Software may not, by operation of the law, be a “work made for hire” in accordance with the terms of the Contract, Contractor, Subcontractor, or third party hereby assigns to the State, or Contractor shall cause to be assigned to the State, all right, title and interest in and to any such Customized Software and any copyright thereof, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available. *For the avoidance of doubt, Customized Software is not permitted to be sold to the State under the scope of this Contract.*
- G. **State Intellectual Property** – The State owns all State Intellectual Property provided to Contractor pursuant to the Contract. State Intellectual Property shall be delivered or returned to the State of New Jersey upon thirty (30) days’ notice by the State or thirty (30) days after the expiration or termination of the Contract. The State grants Contractor a non-exclusive, royalty-free, license to use State Intellectual Property for the purposes contemplated by the Contract. Except as specifically required by the requirements of the RFQ, State Intellectual Property shall not be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager. The State’s license to Contractor is limited by the term of the Contract and the confidentiality obligations set forth in *RFQ Section 6 – Data Security Requirements – Contractor Responsibility*.
- H. **No Rights** – Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon Contractor any right, title, or interest in State Intellectual Property or any intellectual property that is now owned or licensed to or subsequently owned by or licensed by the State. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Third Party Intellectual Property that is now owned or subsequently owned by a third party.

**A156: The State of New Jersey rejects all proposed modifications and comments.**

## Q157: 6.6 PRIVACY

If there is State Data associated with the Contract, this section is applicable.

- A. **Data Ownership.** The State owns State Data. [Subject to the limited rights granted to Contractor in Section 5.3.A](#), Contractor shall not obtain any right, title, or interest in any State Data, or information derived from or based on State Data.
- B. Data usage, storage, and protection of Personal Data are subject to all applicable international, federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for HIPAA, Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, the New Jersey Privacy Notice found at NJ.gov, N.J.S.A. § 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. § 56:11-44 et. seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. § 39:2-3.4. Contractor shall also conform to PCI DSS, where applicable.
- C. Security: Contractor agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of user information. Contractor shall ensure that State Data is secured and encrypted during transmission or at rest.
- D. Data Transmission: The Contractor shall only transmit or exchange State Data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the Contract or the State of New Jersey. The Contractor shall only transmit or exchange State Data with the State of New Jersey or other parties through secure means supported by current technologies.
- E. Data Storage: All data provided by the State of New Jersey or State data obtained by the Contractor in the performance of the Contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Contract Manager. The Contractor must not store or transfer State of New Jersey data outside of the United States.
- F. Data Re-Use: [Subject to the limited rights granted to the Contractor in Section 5.3.A](#), all State Data shall be used expressly and solely for the purposes enumerated in the Contract Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State Data shall be transmitted, exchanged or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.
- G. Data Breach: In the event of any actual, probable or reasonably suspected Breach of Security, or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any Personal Data, Contractor shall: (a) immediately notify the State of such Breach of Security, but in no event later than 24 hours after learning of such security breach; (b) designate a single individual employed by Contractor who shall be available to the State 24 hours per day, seven (7) days per week as a contact regarding Contractor's obligations under *RFQ Section 6.34 - Incident Response*; (c) not provide any other notification or provide any disclosure to the public regarding such Breach of Security without the prior written consent of the State, unless required to provide

**Commented [A23]:** To State: (bidder) edits are intended to reflect the limited right and license (bidder) Carr has retained above in its use of anonymized/aggregated data arising from (bidder) performance of the services.

such notification or to make such disclosure pursuant to any applicable law, regulation, rule, order, court order, judgment, decree, ordinance, mandate or other request or requirement now or hereafter in effect, of any applicable governmental authority or law enforcement agency in any jurisdiction worldwide (in which case Contractor shall consult with the State and reasonably cooperate with the State to prevent any notification or disclosure concerning any Personal Data or Breach of Security); (d) assist the State in investigating, remedying and taking any other action the State deems necessary regarding any Breach of Security breach and any dispute, inquiry, or claim that concerns the Breach of Security; (e) follow all instructions provided by the State relating to the Personal Data affected or potentially affected by the Breach of Security; (f) take such actions as necessary to prevent future Breaches of Security; and (g) unless prohibited by an applicable statute or court order, notify the State of any third party legal process relating to any Breach of Security including, at a minimum, any legal process initiated by any governmental entity (foreign or domestic).

- H. Minimum Necessary. Contractor shall ensure that State Data requested represents the minimum necessary information for the services as described in this RFQ and, unless otherwise agreed to in writing by the State, that only necessary individuals or entities who are familiar with and bound by the Contract will have access to the State Data in order to perform the work.
- I. **End of Contract Data Handling:** Upon termination/expiration of this Contract the Contractor shall first return all State Data to the State in a usable format as defined in the Contract, or in an open standards machine-readable format if not, or if return of State Data is not reasonably feasible, erase, destroy, and render unreadable all State Data. If Contractor returns all State Data to the State, the Contractor shall then erase, destroy, and render unreadable all Contractor backup copies of State Data according to the standards enumerated in accordance with the State's most recent Media Protection policy, <https://www.cyber.nj.gov/grants-and-resources/state-resources/statewide-information-security-manual-sism>, and certify in writing that these actions have been completed within thirty (30) Calendar Days after the termination/expiration of the Contract or within seven (7) Business Days of the request of an agent of the State whichever should come first.
- J. In the event of loss of any State Data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its Subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the State Contract Manager. The Contractor shall ensure that all State Data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of State data.

**Commented [A24]: To State:** (bidder) has included these edits to address situations where returning State Data may not be technically feasible - for example, due to the nature of backup systems or data formats. In these instances, (bidder) is obligated to securely destroy the data in accordance with the State's Media Protection policy.

#### **A157: The State of New Jersey rejects all proposed modifications.**

#### **Q158: 6.17 ICS/SCADA/OT SECURITY**

##### **ICS/SCADA/OT SECURITY**

To the extent applicable, the Contractor shall implement controls and processes to ensure risks, including risks to human safety, are accounted for and managed in the use of Industrial Control Systems (ICS), Supervisory Control and Data Acquisition (SCADA) systems and Operational Technologies (OT). ICS/SCADA/OT Security requires the application of all of the enumerated control areas in this RFQ, including, at a minimum:

- A. Conducting risk assessments prior to implementation and throughout the lifecycles of ICS/SCADA/OT assets;

**Commented [A25]: To State:** Given these controls and processes are not applicable to (bidder) service offering as, (bidder) has qualified these obligations based on applicability.

- B. Developing policies and standards specific to ICS/SCADA/OT assets;
- C. Ensuring the secure configuration of ICS/SCADA/OT assets;
- D. Segmenting ICS/SCADA/OT networks from the rest of the Contractor's networks;
- E. Ensuring least privilege and strong authentication controls are implemented;
- F. Implementing redundant designs or failover capabilities to prevent business disruption or physical damage; and
- G. Conducting regular maintenance on ICS/SCADA/OT systems.

**A158: The State of New Jersey rejects the proposed modification(s). If not applicable to organization, Bidder may indicate "N/A" within Security Questionnaire response supported by a brief explanation.**

#### Q159: 7.13 LIMITATION OF LIABILITY OPTIONS

Section 4.0 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 fees paid to Contractor by the State during the previous twelve months for the products or Services giving rise to such damages. This limitation of liability shall not apply to the following:

- A. The Contractor's indemnification obligations as described in the SSTC Section 4.1; and
- B. The Contractor's breach of its obligations of confidentiality described in this RFQ; and

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations. The Contractor shall not be liable for punitive, special, consequential, or incidental damages.

**Commented [A26]: To State:** (bidder) is proposing a cap based on a trailing one year period rather than total fees paid over the term to ensure the liability exposure remains proportionate and predictable.

**A159: The State of New Jersey does not accept the requested comments or modifications.**

Q160. Can you confirm that this solicitation is intended for applicants interested as the administrator of the program as opposed to potential providers of the covered services?

**A160. The RFQ seeks quotes from bidders to administer the Surgical Center of Excellence (COE) pilot program (See RFQ, Section 1.1). The details are set forth in the Scope of Work (Section 4) of the RFQ document.**

Q161. (Bidder) has two questions for you before we can proceed with this analysis (of Addendum 4 files):

- The health coverage fields have values F, M, P, S - what do these designations mean?
- About half of the zip codes are missing and many only have 4 digits. Can we get a file with complete zip codes for all?

**A161. Health Coverage Fields: F = Family, S = Single, P= Parent/Child, M= Member and Spouse/Partner**

**Zip Code field: any four-digit zip codes should be read with placing a "zero" in front to read for example: "1234" as "01234" Blank zip codes are for dependents covered with our member/subscriber and any zip codes where a zero may appear indicates a foreign address.**

### Part 3: Surgical Center of Excellence (COE) RFQ Additions, Modifications and Questions and Answers (Q & A #2) Due Date

***A second Question and Answer period (Q & A #2) will open 11/18/2025, and are due 12/4/2025 by 5pm EST.***

*The following Sections and language are revisions to the RFQ:*

#### **1.1 PURPOSE, INTENT AND BACKGROUND**

The fourth paragraph of this section is revised to read as follows:

The SHBP Plan Design Committee's objective for the pilot program is to establish a Surgical Centers of Excellence (COE) model that will help to contain rising healthcare costs of certain costly, nonemergent procedures. The Resolutions (#2024-7 and #2025-13) of the State Health Benefits Plan Design Committee to Create a Centers of Excellence Pilot Program, and to Modify Resolution 2024-7, respectively, are available at:

<https://www.nj.gov/treasury/pensions/documents/hb/Resolutions/SHBP-PDC/2024-7-centers-of-excellence.pdf>

<https://www.nj.gov/treasury/pensions/documents/hb/Resolutions/SHBP-PDC/2025-13-SHBP-PDC-modify-COE-pilot-program.pdf>

#### **4 SCOPE OF WORK**

This paragraph is revised to read as follows:

The Contractor shall provide services as described in this Scope of Work. The Contractor shall adhere to all requirements established in SHBP PDC Resolution #2024-7 and as modified in SHBP PDC Resolution #2025-13

Resolution #2025-13, which the State Health Benefits Plan Design Committee passed on September 24, 2025, and which modifies Resolution #2024-7, expands the Surgical Center of Excellence (COE) Covered Procedures to also include non-emergent colonoscopies, subject to applicable laws and regulations. In accordance with N.J.S.A. 52:14-17.29jj, non-emergent colonoscopies in scope of this pilot program are diagnostic colonoscopies. Colorectal cancer preventative screening colonoscopies and procedures, as defined by the United States Preventative Services Task Force recommendations, are excluded from this program.

Please refer to the Resolution documents available at:

<https://www.nj.gov/treasury/pensions/documents/hb/Resolutions/SHBP-PDC/2025-13-SHBP-PDC-modify-COE-pilot-program.pdf>

<https://www.nj.gov/treasury/pensions/documents/hb/Resolutions/SHBP-PDC/2024-7-centers-of-excellence.pdf>

#### **4.1.1.D CLAIM/INVOICE/ADMINISTRATION:**

This section (D) is amended to add the following:

6) Colonoscopy – non-emergent, diagnostic colonoscopy procedures (including, but not limited to sigmoidoscopies and barium procedures).

#### **4.1.1.I CLAIM/INVOICE/ADMINISTRATION:**

This section (I (1-4)) is revised to remove all references to cash/gift card, bank gift card, merchant gift card, or any other member incentive.

It is revised to read as follows:

I. When a Member completes a Covered Procedure with a provider in the COE network, they shall have no cost-sharing (i.e., copayments).

#### **4.1.2.1.A MEMBER CALL CENTER & INITIAL CONSULTATION OF COVERED PROCEDURES**

As stated in Part 1, A103 of this Addendum, “dedicated” customer service unit will be revised to be “designated” customer service unit.

As stated in Part 1, A146 of this Addendum, member cost share obligation clarifying language has been added.

Additionally, the reference to Resolution #2024-7 is revised to instead reference Resolution #2025-13.

This paragraph is revised to read as follows:

Provide Initial Consultation of Covered Procedures and Concierge Level Member Support with a designated customer-service unit and a toll-free telephone line to provide answers to Members and Provider inquiries on Program specifics including but not limited to member out of pocket expenses, care support, network navigation, and cost transparency:

1. Team should be of adequate size to handle the anticipated volumes;
2. All team members should have appropriate education, licensure (if applicable) and training.

The Contractor shall provide the initial Consultation of Covered Procedures via telephone. The Contractor shall provide plain language to the Member on Covered Procedure information. During the initial Consultation, the Contractor shall determine the distance of the current residence of the Member to a provider in the COE network. If the Contractor determines the Member resides more than fifty (50) miles from a provider in the COE network, then the Member shall not be

subject to the cost-sharing set out in Resolution #2025-13. Members who reside within a 50-mile radius of a designated COE are required to first consult with the COE vendor regarding a Covered Procedure before receiving the Covered Procedure elsewhere. If a member does not first consult with the COE vendor and obtains the service from a non-COE provider, cost-sharing obligations will apply as outlined in Resolution #2025-13. The Contractor shall accept and document Member's verbal decisions via telephone to satisfy the initial Consultation requirement. Within two (2) business days of the initial Consultation and member decision, the Contractor shall document all relevant information and notify the Member's SHBP insurance carrier that they have completed the COE initial Consultation obligation.

#### **4.1.2.1.C MEMBER CALL CENTER & INITIAL CONSULTATION OF COVERED PROCEDURES**

As stated in Part 1, A126 of this Addendum, the reference to "Attachment D-Performance Standards" was a typographical error and should instead reference "Exhibit 1-Surgery COE Performance Guarantees".

#### **4.1.2.2 WEBSITE, MOBILE CAPABILITIES, AND TRANSPARENCY**

As stated in Part 1, A127 of this Addendum, the state will revise this section regarding the timing of Member access to case status.

This section is revised to read as follows:

The Contractor shall provide SHBP Members with 24-hour online access to web-based information. Contractor website shall be accessible to Members 24 hours a day, 7 days a week, and 365 days a year (subject to routine downtime for maintenance, repair or other interruptions.) All outages in excess of one (1) hour shall be reported to the SCM.

- A. The Contractor's website shall be live one (1) month prior to the start of the COE services, in accordance with implementation and mobilization periods described in this contract, and shall include Member access to:
  - 1. Program summaries; and
  - 2. Educational information
- B. At the start of the COE Services the Contractor's website shall include Member access with the ability to check on the status of their case, in addition to the requirements above.

#### **4.1.4.E ACCOUNT MANAGEMENT**

As stated in Part 1, A104 and A148 of this Addendum, "biannual satisfaction survey" is revised to read "annual satisfaction survey".

#### **4.1.9.A PPACA COMPLIANCE**

As stated in Part 1, A151 of this Addendum, the State will modify this section.

Paragraph A is revised to read as follows:

- A. Assist the State in ensuring the Plan's continuing compliance with requirements, including, but not limited to, sending notifications of changes in the federal regulations to the State and its Subscribers;

#### **4.1.13.H AUDITS**

As stated in Part 1, A153 of this Addendum, Paragraph H is removed in its entirety.

- H. Provide \$50,000 to fund a performance and/or claims audit, to be performed by Aon, after 3 years of program operation. Audit scope and details to be mutually agreed up by SONJ and the successful bidder.

#### **4.1.12. F START UP**

As stated in Part 1, A124 and A152 of this Addendum, Paragraph F is revised to read as follows:

- F. Toll-free telephone number, customer service unit, and website shall be operational thirty (30) Calendar days prior to the Contract Effective Date;

#### **4.1.16 REPORTING REQUIREMENTS**

As stated in Part 1, A22, A128, and A155 of this Addendum, references to Attachments A and B were a typographical error.

Therefore, the following paragraph is removed in its entirety:

The Contractor, as part of the award, shall provide an annual refresh of the data provided in Attachment A - Disruption Workbook and Revised Attachment B - Discount Workbook of the Bid Solicitation, to the SCM and designated consultant(s) in order for the SCM to understand any changes in network discounts.

##### **4.1.16.F.1 REPORTING REQUIREMENTS – Annual Review**

As stated in Part 1, A155 of this Addendum, the State will remove the reference to Medicare retirees.

This paragraph is revised to read as follows:

1. Summary of utilization delineated by State, Local Government Employers and by Actives and Early Retirees;

#### **6.6.G PRIVACY**

As stated in Part 1, A133 of this Addendum, the State will modify the notification period from 24 hours to 48 ours.

This paragraph will now read as follows:

Data Breach: In the event of any actual, probable or reasonably suspected Breach of Security, or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any Personal Data, Contractor shall: (a) immediately notify the State of such Breach of Security, but in no event later than 48 hours after learning of such security breach; (b) designate a single individual employed by Contractor who shall be available to the State 24 hours per day, seven (7) days per week as a contact regarding Contractor's obligations under RFQ Section 6.34 - Incident Response; (c) not provide any other notification or provide any disclosure to the public regarding such Breach of Security without the prior written consent of the State, unless required to provide such notification or to make such disclosure pursuant to any applicable law, regulation, rule, order, court order, judgment, decree, ordinance, mandate or other request or requirement now or hereafter in effect, of any applicable governmental authority or law enforcement agency in any jurisdiction worldwide (in which case Contractor shall consult with the State and reasonably cooperate with the State to prevent any notification or disclosure concerning any Personal Data or Breach of Security); (d) assist the State in investigating, remedying and taking any other action the State deems necessary regarding any Breach of Security breach and any dispute, inquiry, or claim that concerns the Breach of Security; (e) follow all instructions provided by the State relating to the Personal Data affected or potentially affected by the Breach of Security; (f) take such actions as necessary to prevent future Breaches of Security; and (g) unless prohibited by an applicable statute or court order, notify the State of any third party legal process relating to any Breach of Security including, at a minimum, any legal process initiated by any governmental entity (foreign or domestic).

## SECTION 9.1 DEFINITIONS

The definition of State Price Sheet or State-Supplied Price Sheet is revised to read as follows:

**State Price Sheet or State-Supplied Price Sheet** – the bidding document created by the State and attached to this RFQ on which the Bidder submits its Quote pricing as is referenced and described in the RFQ. This sheet includes a Definitions tab with primary procedure and DRG codes to help provide guidance to bidders for the bundles for which they need to submit pricing. However, this code listing is not meant to be a comprehensive code list.

## SECTION 9.2 CONTRACT SPECIFIC DEFINITIONS

This section is amended to add:

**Colonoscopy** – non-emergent, diagnostic colonoscopy procedures (including, but not limited to sigmoidoscopies and barium procedures.

**The following RFQ Exhibits have been revised and re-published as part of this Addendum 6:**

Exhibit 2 Technical questionnaire has been updated and republished.

Price Sheet-Surgical Centers of Excellence (COE) has been updated and republished.