



## Request for Proposal 09-X-20037

**For:** Contracted System Administrator for  
The Children's System of Care

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	November 20, 2008	5:00 PM
<b>Mandatory Pre-bid Conference</b>	NA	NA
<b>Mandatory Site Visit</b>	NA	NA
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	January 7, 2009	2:00 PM

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

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

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

Using Agency/Agencies

State of New Jersey  
Department of Children and Families  
Division of Child Behavioral Health Services  
Trenton, New Jersey 08625-0717

Date: October 14, 2008

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## **NOTICE TO BIDDERS**

### **SET-ASIDE SUBCONTRACTING GOALS FOR REGISTERED SMALL BUSINESSES N.J.S.A 52:32-17, N.J.A.C. 17:13, 12A:10**

This is a contract with set-aside subcontracting goals for Small Businesses that are qualified as New Jersey Small Businesses by the Division of Small, Minority and Women Business Development. Bidders seeking qualified New Jersey Small Businesses as subcontractors should contact the Division of Small, Minority and Women Business Development. The definitions of each Small Business set-aside category can be found at N.J.A.C. 17:13-1.2 or N.J.A.C. 12A:10-1.2.

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

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

The bidder, for each proposed subcontractor, should provide, as part of its response to this solicitation, proof of each qualified subcontractor's current registration as a qualified Small Business with the Division of Small, Minority and Women Business Development. The subcontracting set-aside goal does not prevent bidders from proposing to perform work without subcontractors or from proposing to perform work with subcontractors that are not qualified Small Businesses, however, it is one factor, among many, used to determine the most advantageous bid to the State, price and other factors considered.

Any business that seeks to register as a Small Business is required to submit a fee along with its application to Division of Small, Minority and Women Business Development.

All necessary forms, any additional information concerning registration and information regarding registered small businesses that you can use for subcontracting set-asides may be obtained by contacting the Division of Small, Minority and Women Business Development by telephone at the number below, or by mail, or in person between the hours of 9:00 am and 5:00 pm at the address below:

**DIVISION OF SMALL, MINORITY AND WOMEN BUSINESS DEVELOPMENT  
33 WEST STATE STREET - FIRST FLOOR  
PO BOX 026, TRENTON, NJ 08625-0026  
TELEPHONE: 609-292-2146**

Checks to pay for the certification fee should be sent to:  
Division of Revenue  
Business Support Services Bureau  
PO Box 455  
Trenton, NJ 08646

## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Department of Children and Families/Division of Child Behavioral Health Services (DCF/DCBHS). The purpose of this RFP is to solicit bid proposals for a Contracted System Administrator for the Children's System of Care. The term of the contract shall begin at contract award and shall continue for five (5) years after the date of contract hand-off with an option to extend the contract for an additional two (2) years. The intent is for the contractor to assume the performance of all services no later than September 7, 2009 (the anticipated hand-off date) and shall continue to September 6, 2014. The two contract extensions could allow the contract to operate through and including September 6, 2016.

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

The NJ Standard Terms & Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

### **1.2 BACKGROUND**

#### **1.2.1 MISSION**

The Division of Child Behavioral Health Services (DCBHS), within the Department of Children and Families (DCF), is responsible for the design, implementation, and management of a single comprehensive Children's System of Care focused on improved outcomes for children, youth and young adults with emotional and/or behavioral healthcare challenges and their family/caregivers.

The DCF/DCBHS System of Care embodies the fundamental principle that children, youth and young adults have the greatest opportunity for normal, healthy development when ties to the community and family are maintained. The mission of the Division is to support children, youth and young adults with emotional and/or behavioral challenges and needs, and their family/caregivers by providing them with behavioral healthcare services appropriate to their needs, at the appropriate level of service and for the appropriate length of time.

The Division's goal is to enable children, youth and young adults we serve to remain at home, in school and out of trouble. Therefore, through an organized Children's System of Care, DCF/DCBHS is committed to providing emotional and behavioral healthcare services that are:

- Clinically appropriate and accessible, without regard to income, private health insurance or eligibility for Medicaid/NJ FamilyCare or other health benefits programs;
- Individualized, reflecting a continuum of services and/or supports, both formal and informal, based on the unique strengths of each child, youth or young adult and their family/caregivers;

- Provided in the least restrictive, most natural setting appropriate to meet the needs of the child, youth or young adult and their family/caregivers;
- Family-guided, with families engaged as active participants at all levels of planning, organization and service delivery;
- Community-based, coordinated and integrated with the focus of services, management and decision-making responsibility resting at the community level;
- Culturally competent, with agencies, programs, services and supports that are responsive to the cultural, racial and ethnic differences of the populations they serve;
- Protective of the rights of children, youth, young adults and their family/caregivers; and,
- Collaborative across child-serving systems, involving mental health, DYFS, juvenile justice and other system partners who are responsible for providing services and supports to the target population.

### **1.2.2 CONTRACTED SYSTEM ADMINISTRATOR (CONTRACTOR) FUNCTION**

The Contracted System Administrator (contractor) shall perform the work specified in this contract for the Department of Children and Families (DCF) to support DCBHS in the statewide locally managed Children's System of Care.

The Children's System of Care, administered under the auspices of the Division of Child Behavioral Health Services (DCBHS), within the Department of Children and Families (DCF), provides a broad range of mental health and behavioral health services and supports New Jersey children, youth, young adults and their family/caregivers. Building upon positive experiences and addressing the gaps identified in the current service delivery system, the State is seeking to obtain the services of a contractor that shall advance behavioral health services and provide enhanced service delivery technology.

The contractor functions as a common single point of entry for all children, youth and young adults entering the Children's System of Care including, but not limited to, children, youth and young adults that are already involved with the DYFS system. The contractor makes services accessible, regardless of how the child, youth or young adult was referred to the System of Care through a network of local service delivery providers. DCF/DCBHS through the contractor is committed to provide each child, youth, young adult and their family/caregivers with the right services, to the right program, at the right time.

In addition to the requirements described in this RFP, the contractor shall implement a service delivery model that fully supports the mission and directives of the Department of Children and Families (DCF) including a strong focus on collaboration and coordination with DCF's case practice model. More information on the case practice model can be found at: [www.state.nj.us/dcf/about/case/index.html](http://www.state.nj.us/dcf/about/case/index.html).

The contractor shall perform a broad range of administrative service functionalities as listed below;

- Provide a Customer Service/Call Center with a 24/7 intake and customer service capability;
- Provide Management of Care, which includes utilization management, outlier management and care coordination;



- Coordinate access to services for all children, youth and young adults;
- Facilitate access to specialized services for children, youth and young adults involved with the DYFS system;
- Provide Quality and Outcomes Management and a System Measurement Program that supports DCF/DCBHS' goal to promote best practices and assist the State in assuring compliance with state and federal guidelines;
- Implement a Complaints, Reconsiderations and Appeals process; and,
- Provide support for Provider Network Development.

To support these administrative services, the contractor shall provide a Management Information System (MIS) that fosters flexibility, system integration, comprehensive information management and production of management reports that support business decisions. (See Section 3.16)

At a minimum, the MIS shall include the implementation of a common electronic medical record, as well as the development and implementation of other information technology functionalities that allow for the electronic storage and sharing of specified information and multiple reporting capabilities. The individual electronic record shall provide access to the DCF/DCBHS service continuum and clinical outcomes, provide the capability to track and monitor service plans, monitor costs and clinical outcomes, and address the ongoing needs of children, youth, young adults and their family/caregivers. The MIS shall also allow for an automated process of determining clinical appropriateness and utilization management, thus providing real-time system wide continuous quality review.

### **1.2.3 HISTORY**

New Jersey's child mental health/behavioral health System of Care began in November 1999 when the New Jersey Department of Human Services (DHS) won a System of Care grant award from the Substance Abuse and Mental Health Services Administration of the Federal Department of Health and Human Services. Beginning in 2000 the Department led a major reform initiative to build upon the System of Care grant to a statewide system, formerly known as the Children's System of Care Initiative (CSOCI). This initiative began to restructure the system for delivering services to youth with emotional and behavioral challenges and their families into a single Children's System of Care, coordinated and integrated at the local level, focused on improved outcomes for children, youth, young adults and their family/caregivers. (Please see the DHS Concept Paper and the RFP for the Contracted System Administrator issued in 2000 for additional information, document is available in the DCF Document Library). (See Section 1.3.3 - Document Review and Attachment H – List of Documents for the CSA RFP Bidders Library).

To support the Division in providing a common single point of entry, in 2001 the Department contracted for a Statewide Contracted System Administrator (contractor) to support utilization management, care coordination, quality management, and information management for the Children's System of Care.

The March 2005, Governor's Task Force on Mental Health issued a Final Report that contained recommendations regarding the mental health system in New Jersey. (This report is available for review at: [http://www.state.nj.us/humanservices/dmhs/Executive\\_Order\\_40.pdf](http://www.state.nj.us/humanservices/dmhs/Executive_Order_40.pdf)). This report reiterated the values and visions contained in the DHS Concept Paper and the 2000 RFP. Issue 4 of the report focused on children and contained several recommendations related to the provisional services to youth, with particular emphasis on youth in detention. The recommendations

supported expansion of vitally needed services and the use of evidence-based practices for these youth as well as incorporating substance abuse services into the integrated plan as needed. Other recommendations supported performance-based contracting, the use of data to analyze the effectiveness of the Children's System of Care, increased involvement of local governance in the quality performance process, unified case management, and an independent assessment of the Children's System of Care.

The parameters of the above mentioned independent assessment were developed by an inter-agency planning group and were designed to review the Children's System of Care as implemented, to determine successes, gaps in the system, and areas of possible improvement, refinement and enhancement. The assessment, conducted by the Louis de la Parte Institute of the University of Southern Florida in 2005-2006, provided the Division with recommendations that the Division has determined to implement in a strategic planning process. Throughout this RFP, the Division included recommendations from the Governor's Task Force on Mental Health and the University of Southern Florida (USF) Independent Assessment to procure a flexible contracted system administrator that will allow the System of Care to implement changes incrementally or to pilot changes prior to system wide implementation. (The University of Southern Florida assessment is available in the DCF Document Library). (See Section 1.3.3 - Document Review and Attachment H – List of Documents for the CSA RFP Bidders Library).

In addition, DCF/DCBHS used the experience of local community organizations and stakeholders in the Children's System of Care in the development of this RFP.

DCF/DCBHS engaged in a three (3) part evaluation of the current system. First, DCF/DCBHS met with system partners, including Family Court Judges, Mobile Response Stabilization Services (MRSS), Family Support Organizations (FSO), Care Management Organizations (CMO) and Youth Case Management (YCM) organizations to listen to their ideas for an enhanced System of Care. Next, DCF/DCBHS held three regional public stakeholder sessions to give others the opportunity to share their views on how an enhanced contracted System of Care should be structured. DCF/DCBHS then issued a Request for Information (RFI) that gave potential bidders an opportunity to showcase the services and technologies that are available. Results of the input from the various meetings were shared publicly and are available at the DCF Document Library (See Section 1.3.3 - Document Review and Attachment H – List of Documents for the CSA RFP Bidders Library). The work identified areas of strength and opportunities for improvement and can generally be grouped under the key areas listed below.

The results of the evaluation of the existing program strongly supported the use of the re-procurement process as an opportunity to take advantage of newer technologies and models of service delivery and to enhance those areas identified as strengths. It also identified areas that require restructuring or refinement in order to improve access to the Children's System of Care, improve the delivery of the integrated service plan, and improve the outcomes of the delivery of service.

This RFP incorporates changes that will improve the efficiency of the delivery of services and will add new, improved technology and best practices into an enhanced system of service delivery.

#### **1.2.4 STRENGTHS**

The evaluation of the program identified the following as strengths in the current service delivery system:

- The implementation of a common electronic medical record and database file;
- All electronic records are "real time";

- The ability to collect and report data from a common system and provide system-wide as well as youth-specific information. It also provides the ability to manage the Children's System of Care including utilization management, outcome identification, best practices and general systems information; and,
- The access to Mobile Response services.

### **1.2.5 ENHANCEMENTS/REFINEMENTS**

Included in the scope of work of this RFP are specifications that add certain enhancements and refinements to the program from its current method of delivery. For background purposes, the enhancements and refinements can be grouped into the following common key areas.

#### **1.2.5.1 IMPROVE OUTCOMES**

To improve outcomes DCF/DCBHS through this contract seeks the most efficient and effective delivery of services, including:

- Timely access to specialized services including, but not limited to, children, youth and young adults who are in the DYFS system;
- Integration of community assets, services and resources to support the youth and the family;
- Flexibility in the plans of care and authorizations to adjust for changing circumstances;
- Consistency in the authorization and delivery of services that incorporates knowledge of the local network of providers;
- Flexibility to allow for changes in DCF/DCBHS policies; and,
- Clinically appropriate matching of children, youth and young adults to services, within the least restrictive setting, in home and in their community, whenever possible.

#### **1.2.5.2 IMPROVE USE OF TECHNOLOGY**

To take advantage of advances in information technology, DCF/DCBHS through this contract seeks to enhance the medical record and the database of the Management Information System (MIS) to secure the following:

- A more user friendly MIS with enhanced capabilities;
- Enhanced electronic medical record;
- Increased capability of the MIS to provide feedback to the user;
- A MIS that allows the user to produce internal reports for their use;
- Enhanced training on the functionality of the MIS;
- System flexibility to meet changes in regulations, business processes and management direction;

- Enhanced supported databases accessible to more users (approximately 10,000 users);
- Enhanced reporting capabilities that will allow, among other outcomes, the ability of the system to monitor service delivery effectiveness, best practices by providers, comparison reporting across systems, quality assurance and utilization management; and,
- An MIS that can communicate with other MIS systems operated by the State at present and in the future.

### **1.2.5.3 GUIDING PRINCIPLES**

In addition to improving outcomes and the use of technology, this RFP provides the contractor with the following guiding principles that must be followed as the foundation for the Children's System of Care service delivery model. These guiding principles shall guide the interpretation of the contractor's contractual responsibilities.

- The right services shall be provided to the right youth at the right time and in the right integrated service plan supporting the use of evidence supported, evidence informed, and evidence based practice;
- The delivered service must be child-centered, strength-based and family-focused with the strengths and needs of the child, youth, or young adult and their family/caregivers dictating the services received and the level of service coordination;
- The delivered service must be individualized using an integrated wraparound System of Care that incorporates both formal and informal services and supports;
- The delivered service must be community-based, with the focus on services as well as management and decision-making responsibilities resting at the community level;
- The delivered service must be culturally competent, with agencies, programs and services that are responsive to the cultural, racial and ethnic differences of the populations they serve;
- The delivered service must support the provision of services in the least restrictive environment and support the youth in remaining at home, in school, and in their community;
- The delivered service must be collaborative across the child-serving systems, involving mental health, DYFS, juvenile justice and other system partners who are responsible for providing services and supports to the target population;
- The Management Information System (MIS) function must support New Jersey's Children's System of Care;
- The Children's System of Care needs to maximize federal matching funds used to serve the population;
- All children, youth and young adults that need services should receive the same accessibility to services;
- There should be uniformity of service delivery and include quality services whose outcomes are quantifiable; and,

- The System of Care must support:
  - a) Utilization Management
  - b) Outlier Management
  - c) Care Coordination
  - d) Quality Management

Please see Section 3.10 for detailed information on these services.

The contractor shall coordinate DCF and State initiatives that support service delivery to this population, such as the DCF Case Practice Model and DCF Innovation Zone Unified Case Management Pilot Project. Information on these programs can be found in the document library.

### **1.2.6 GENERAL POPULATION DESCRIPTION**

The contractor shall serve all New Jersey children, youth and young adults with emotional and/or behavioral challenges by providing appropriate services and supports to services. Except in limited circumstances (as described in section 1.2.6.2 below) (i.e. some court ordered services), all services and supports are voluntary.

#### **1.2.6.1 POPULATION SERVED**

The population served is children, youth and young adults who have been determined eligible and in need of the services offered by the DCF/DCBHS Children's System of Care. Eligible children, youth and young adults as defined by the Department of Children and Families, are children, youth and young adults with emotional and/or behavioral challenges who are between the ages of 0-18 and young adults aged 18-21 currently receiving or who have received services from a DCF/DCBHS systems partner. Children, youth and young adults first entering into the Children's System of Care are usually under the age of 18, although there are exceptions made on a case-by-case basis by DCF/DCBHS for young adults aged 18 and older. Once receiving services from the Children's System of Care; children, youth and young adults may continue to receive services, if needed, in selected instances through the age of 21.

Children, youth and young adults may initially enter the public system of child mental health and behavioral health services through the services provided through this contract without previously accessing any of the public system service networks. In many instances however, children, youth and young adults may already be involved with other child serving systems partners, including primarily, but not limited to, the States' juvenile justice system, the DYFS system, the developmental disability system, the substance abuse system, or the mental health system. Children, youth and young adults may be with their biological families, in a kinship arrangement or may be under the auspices of the children's crisis screening center, a juvenile detention center, a shelter, in foster care (known in New Jersey as a resource family), or in any other community or treatment setting. Children, youth and young adults may or may not be involved with the special education program in their local school district. Settings in which children, youth and young adults would be excluded from being serviced under this contract are listed below.

#### **1.2.6.2 POPULATION EXCLUSIONS**

The contractor shall not coordinate or authorize services for children, youth and young adults with emotional and/or behavioral challenges who are inpatients in either a long term care nursing facility or an Intermediate Care Facility for the Mentally Retarded (ICF/MR). Also excluded are children, youth and young adults who do not meet the eligibility requirements established by the DCF/DCBHS, including children, youth and young adults who are determined to be non New Jersey residents.

### **1.2.6.3 POPULATION DEMOGRAPHICS**

Demographic information on the current population served by the DCF/DCBHS Children's System of Care is obtainable in Attachment K – New Jersey Demographics.

### **1.2.7 SERVICE DELIVERY SYSTEM**

The contractor provides the DCF/DCBHS designated case management entities and other system partners with the data and information needed to manage the Individual Service Plan (ISP) process toward children, youth, young adults and family/caregiver satisfaction, quality outcomes and cost effectiveness. The contractor creates a common single point of entry that registers all children, youth and young adults, and authorizes services in a single electronic record, as well as tracks and coordinates care for all New Jersey children, youth and young adults who are enrolled into the Children's System of Care.

#### **1.2.7.1 COVERED SERVICES**

The DCF/DCBHS provides funds and/or contracts for the following services for children, youth and young adults with emotional and/or behavioral challenges and their family/caregivers: assessment and evaluation; alternatives to inpatient care; outpatient office based services; group and family counseling services; the review and management of medication; case management; 24-hours a day, 7 days a week mobile response and stabilization services (MRSS); intensive in-community and home-based services, including behavioral assistance; intensive day treatment and partial care services; out of home residential treatment; therapeutic group homes; and parent-run Family Support Organizations (FSO).

#### **1.2.7.2 STRUCTURE**

The contractor supports DCF/DCBHS in its role of implementing the Children's System of Care. DCF/DCBHS retains all policy-making authority. As a partner to DCF/DCBHS the contractor provides administrative support and is encouraged to provide recommendations for improvements to the delivery of services with the approval of DCF/DCBHS.

#### **1.2.7.3 INTEGRATION AND COLLABORATION**

DCF/DCBHS is committed to continuing to work toward integration and collaboration with systems partners to improve access to the Children's System of Care, while increasing its ability to measure the effectiveness of its services. DCF/DCBHS is working towards increasing collaboration and integration with regional and local stakeholders to improve the quality of services; to assure access; to provide strength-based services to special needs populations; to develop valid service outcome measures; to heighten the awareness of the need for culturally competent services; to continue to strengthen family support, advocacy and parent participation in all levels of policy development and planning; and to enhance data capabilities regarding child, youth and young adult behavioral health services.

DCF/DCBHS facilitates the provision of services to the target populations through collaboration and integration with relevant State agencies and providers, such as: The Division of Youth and Family Services (DYFS), Division of Prevention and Community Partnership, The Department of Education, Department of Children and Families' Office of Education, Department of Human Services' Division of Medical Assistance and Health Services (DMAHS), the Division of Developmental Disabilities (DDD), Juvenile Justice Commission (JJC), Division of Addiction Services (DAS). See NJ State Website at: [www.state.nj.us](http://www.state.nj.us) for further information on services provided by these agencies.

#### **1.2.7.4 INNOVATION**

DCF/DCBHS is looking for innovative approaches to providing a comprehensive service delivery and management model to provide services to meet the needs of children, youth and young adults. See Section 4.4.4.3 for further detail on how bidders are to submit innovative proposals with the bid proposals.

#### **1.2.7.5 FUNDING**

DCF/DCBHS funding for children, youth and young adults with emotional and/or behavioral health programs comes from various sources including State Medicaid funds, DYFS funds and Child Mental Health funds. All of the funding is subject to the legislative appropriation process and DCF/DCBHS does not anticipate an increase in legislated appropriations for the purpose of this program. From these funding sources, DCF/DCBHS supports the Contracted System Administrator as well as a variety of other related programs including, but not limited to, Care Management Organizations (CMO), Youth Case Management (YCM), Mobile Response and Stabilization Services (MRSS), Family Support Organizations (FSO), community OOH treatment providers, and behavioral health providers.

#### **1.2.7.6 DESCRIPTION OF CURRENT MANAGEMENT INFORMATION SYSTEM (MIS)**

The current MIS is a web-based platform that allows users real time access to information about children, youth and young adults and is based on a software system known as ABSolute. The system retrieves data from and writes data to a DB2 database on an AS/400 computer. The core of ABSolute is proprietary, although all modifications to the MIS made after contract award that were paid for by the State are the property of the State. As of January 2008, the system supports approximately 88,000 case files of which approximately 38,000 are active cases. Each month an average of 1,700 new recipients are added. Currently, the storage requirements as stated by the existing contractor are 92 gigabytes. The MIS maintains an electronic medical record of all children, youth and young adults enrolled in DCF/DCBHS Children's System of Care, all service provider information and a tracking system for residential placements.

The current system supports between 3,000 – 5,000 users from all twenty-one (21) counties in New Jersey as well as out-of-state providers treating children, youth and young adults. This number is not adequate to support the current user need, which DCF/DCBHS estimates to be up to 10,000. Users include, but are not limited to, staff from DCF/DCBHS, DYFS, DMAHS, Family Support Organizations (FSOs), network providers, DCF/DCBHS care management agencies, and OOH residential treatment providers.

The current MIS interfaces with the following systems:

- Medicaid Management Information System (MMIS) for Medicaid eligibility files from New Jersey Office of Information Technology (OIT). Full files are received monthly and weekly. A full file for Medically Needy records is sent on a weekly basis. A full file of Categorically Needy records is sent on a monthly basis with updates sent daily;
- MMIS Fiscal Agent (UNISYS) for the:
  - Children, youth and young adult Cross Reference File from Fiscal Agent (UNISYS) on a daily basis;

- Two claims data files from Fiscal Agent (UNISYS), pharmacy claims and Fee for Service (FFS) claims containing all adjustments and voids for a designated population. These are full files, not updates;
- Provider File updates from UNISYS on a weekly basis and the full file on a monthly basis;
- Response File on the status of Prior Authorizations (PA) after PAs are received by UNISYS;
- Third Party Liability (TPL) Resource files on a weekly and monthly basis are sent by UNISYS; and,

The following files are produced by the current MIS:

- PA records are created and sent to the Fiscal Agent (UNISYS) via batch process. These files are sent twice a week via a secure line; and,
- Special Program Update files to OIT to update the eligibility system. These are sent via a Secure File Transfer Protocol (SFTP).

In addition, the incumbent contractor updates MIS and corrects PA records that have been accepted by UNISYS, but contain errors. The corrections and updates are manually completed by contractor staff via the MMIS on a designated computer in the State Monitoring Unit (SMU). This is an arrangement coordinated by the State of New Jersey and the Fiscal Agent (UNISYS).

#### **1.2.7.7 REPLACEMENT CONTRACT**

This is a re-procurement of the Children's System of Care Initiative Contracted System Administrator Contract, T-1932, A48633, contract, presently due to expire on September 7, 2009. Bidders who are interested in the current contract pricing information may review the current contract T-1932 at <http://www.state.nj.us/treasury/purchase/contracts.htm>. The RFP prior 2000 CSA RFP is provided as Attachment R.

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

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

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

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

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

#### **1.3.2 SUBMISSION OF BID PROPOSAL**



In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED.** The date and time is indicated on the cover sheet. The location is as follows:

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

**Directions to the Purchase Bureau can be found at the following web address:**  
<http://www.state.nj.us/treasury/purchase/directions.htm>.

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

Procedural inquiries on this RFP may be directed to [RFP.procedures@treas.state.nj.us](mailto:RFP.procedures@treas.state.nj.us). This e-mail address may also be used to submit requests to review bid documents. The State shall not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP question, go to the current bidding opportunities webpage or to <http://ebid.nj.gov/qa.aspx>.

### **1.3.3 DOCUMENT REVIEW**

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

The document review room will be located at DCF/DCBHS, 50 East Street, 4<sup>th</sup> floor, Trenton, NJ 08625-0717 and will be accessible by appointment only by contacting:

Gwen Dixon at 609-777-0740 or Olivia Townsend at 609-984-5519.

If electronic documents are available they will be on the DCF website or on the websites noted below: <http://www.nj.gov/dcf>.

The following items are available:

All documents specified in Attachment H in the DCF library  
Annex B – Budget Format at: DCF website at <http://www.state.nj.us/dcf/contract/forms/index.html>  
Department of Human Services and Department of Children and Families  
Enterprise Architecture document  
On line training videos for the ABSolute system  
<http://www.vonewjersey.com/AISvideotraining.htm>  
[www.state.nj.us/humanservices/dmahs/manuals Chapter 10-78](http://www.state.nj.us/humanservices/dmahs/manuals/Chapter_10-78)  
MITA at [www.nascio.org/publications/documents/NASCIO-MITA.pdf](http://www.nascio.org/publications/documents/NASCIO-MITA.pdf)

Bidders are prohibited from removing any materials from the review room. The DCF/DCBHS will not provide for the photocopying of any materials contained in the review room. Bidders, however, are permitted to bring photocopy equipment for the purpose of copying materials.

No questions or inquiries regarding the substance of the RFP will be accepted or answered during document review. All questions must be submitted in accordance with RFP Section 1.3.1.

#### **1.4 ADDITIONAL INFORMATION**

##### **1.4.1 ADDENDA: REVISIONS TO THIS RFP**

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

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEBSITE. To access addenda, select the bid number on the bidding opportunities web page at the following address:

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

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

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

##### **1.4.2 BIDDER RESPONSIBILITY**

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

##### **1.4.3 COST LIABILITY**

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

##### **1.4.4 CONTENTS OF BID PROPOSAL**

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

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

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

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

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

#### **1.4.5 BID OPENING**

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

#### **1.4.6 PRICE ALTERATION**

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

#### **1.4.7 BID ERRORS**

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

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

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

Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's bidder performance file for evaluation of future bids submitted.

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

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

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five (5) days after receipt of the notice to confirm its pricing. If the bidder fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

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

#### **1.4.8 JOINT VENTURE**

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

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**State** – State of New Jersey.

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

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

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

## **2.2 CONTRACT SPECIFIC DEFINITIONS**

The following terms shall have the meaning stated, unless the context clearly indicates otherwise.

**501(c) (3)** – A not-for-profit corporation in the State of New Jersey that meets the federal regulations for a not-for-profit entity.

**ABSolute** – Web-based online case management software application that is currently used by authorized users and maintains the child, youth or young adult protected electronic behavioral health clinical record.

**Acute Psychiatric Inpatient Hospital Services** – Intensive 24 hour programs provided to individuals with acute psychiatric disorders and delivered in general hospitals and private psychiatric hospitals. In New Jersey, these entities are licensed by the Department of Health and Senior Services. This includes facilities designated as Children's Crisis Intervention Services units (CCIS) by DCBHS and Short-Term Care Facilities (SCTF), designated by DMHS.

**Adjudicate** - To hear and decide a case; to judge. An adjudicated delinquent is a youth who has been found guilty by a judge of committing a delinquent act. The court can commit an adjudicated juvenile or place the juvenile on community control.

**Adjudicated** – Referring to a minor, the term **adjudicated** refers to children that are under a court's jurisdiction usually as a result of having engaged in delinquent behavior and not having a legal guardian that could be entrusted with being responsible for him or her. Different states have different processes for declaring a child as adjudicated.

or

**adjudicated youth**, those deemed by a court to be delinquent, unruly, dependent, neglected, or abused.

**Administrative Office of the Courts (AOC)** – The entity designated to provide the administrative and organizational supports to the state judiciary system.

**Advocacy** – The ongoing process of assisting the youth and family/caregiver in receiving, and maintaining receipt of, all services and supports benefits to which the youth may be entitled by working toward the removal of barriers to receiving needed services and benefits.

**Affiliation Agreement** – A working agreement between two organizations operating as system partners with the Division of Child Behavioral Health Services.

**Application Programming Interface (API)** – A technical way of developing interfaces or data exchanges with reused and/or shared code modules; it usually refers to a real time interface not batch. The API is a set of routines, protocols, and tools for building software applications. Most operating environments, such as MS-Windows, provide an API so that programmers can write applications consistent with the operating environment. Although APIs are designed for programmers, they are ultimately good for users because they guarantee that all programs using a common API shall have similar interfaces. This makes it easier for users to learn new programs.

**Assessment** – The ongoing process of identifying and reviewing a child, youth, young adult and their family/caregiver's strengths and needs based upon input from the youth, their family/caregiver and others, including community members and health professionals. The assessment process continues throughout the entire length of service. The assessments are updated periodically based upon availability of information and the requirements of this chapter.

**Authorization** – Authorization provided by the Contracted System Administrator or other agency authorized by the Department, allowing reimbursement for provided services.

**Bed Tracking** – The automated process for tracking referrals for and admissions to out of home treatment services.

**Behavioral Assistance** – Time-limited, medically-necessary, concrete, outcome-oriented, behavior-changing interventions embedded in the ecological experience of the child, youth or young adult and his or her family/caregiver that are components of a detailed, written behavioral assistance individual service plan (ISP) prepared by a clinically licensed behavioral healthcare practitioner and authorized by the contractor or other DCF/DCBHS-designated entity.

**Behavioral Health Recipient** – Child, youth or young adult with behavioral and/or emotional challenges and/or needs that is requesting and/or receiving health benefits through the Division of Child Behavioral Health Services.

**Beneficiary** – An individual eligible for and receiving Medicaid/ NJ FamilyCare benefits.

**Bilingual** – Expressed in two (2) languages (See **Multilingual**).

**Calendar Days** – Calendar days unless otherwise specified. Seven (7) calendar days in a week.

**Call Center** – A center that acts as a common single point of entry for children, youth, young adults their family/caregivers that need to access behavioral health services and supports based on clinical criteria utilizing a toll free number.

**Care Coordination** – The contractor function of authorizing, managing, and coordinating the delivery of clinically necessary and appropriate covered services to children, youth and young adults as well as linking children, youth and young adults with other needed services such as physical health care and social support services. Care coordination places an emphasis on maintaining children, youth, young adults and family/caregivers in the community or returning him/her to the community.

**Care Coordinator** – The contractor staff that is responsible for performing the care coordination function is referred to as Care Coordinators. Also known as Contractor Care Coordinator (Contractor-CC).

**Care Manager** – An employee of a Care Management Organization (CMO) responsible for facilitating the process of Individual Service Plan design and implementation at the local level.

**Care Management Organization (CMO)** – An independent, community-based organization that combines advocacy, service planning and delivery, and care coordination into a single, integrated, cross system process, in order to assess, design, implement and manage child-centered and family-focused individual service plans for children, youth and young adults whose needs require intensive care management techniques that cross multiple service systems.

**Center for Medicare and Medicaid Services (CMS)** – The entity within the Federal Department of Health and Human Services that funds the State Medicaid and NJ FamilyCare Programs.

**Central Data Base (CDB)** – Central database stores all provider names and addresses for all third-party social service contracting and licensing information. The database provides the DCF management with provider agencies and their addresses, and is the central source of information for both the LIS and CMS systems.

**Child and Family Team** – A team of family members, professionals, and community residents organized by a care manager to design and oversee implementation of an Individual Service Plan.

**Child and youth** – An individual from birth to the age of 18.

**Child Welfare System** - The child welfare system is a group of services designed to promote the well-being of children by ensuring safety, achieving permanency, and strengthening families to successfully care for their children.

The child welfare system varies from State to State, but it generally includes public agencies such as departments of social services or family and children's services. These State agencies often work with private child welfare agencies to provide services for families and children. Caseworkers at these agencies are required by law to ensure the safety, well-being, and permanent living arrangements of children. Their responsibilities include investigating reports of child abuse and neglect and arranging for services for children and families.

**Children's Crisis Intervention Services (CCIS)** – An acute closed child/youth inpatient psychiatric unit located in a community hospital or a free-standing facility, designated by DCBHS and licensed by the Department of Health and Senior Services. These are short-term units with a typical length of stay of less than two weeks that provides screening, stabilization, assessment and short term intensive treatment.

**Children's Health Care Coverage Program** – A health insurance program for targeted, low-income children as established by the federal government under Title XXI, known as NJ FamilyCare Program. Also referred to as the federal "S-CHIP" program.

**Children's Research Center (CRC) Safe Measures Reporting System** – Safe Measures reporting is the key tool for all social workers; it provides drill down reporting based on various criteria and requirements. CRC Safe Measures shall pull the information from the live database on a scheduled basis for reporting purposes. The reporting tool provides information in report form on children, youth and young adults work timeframes, and activities critical to the DCF.

**Clinical Liaison** – A Licensed Clinical Social Worker/Licensed Professional Counselor who provides clinical expertise in order to build and support appropriate case plans for DYFS youth with behavioral health challenges and/or needs under the auspices of the CMO in tandem with DYFS.

**Clinical Records** – The complete, comprehensive records that document all assessment, treatment planning, and clinical services received by the child or youth from that provider, including progress notes prepared in accordance with all applicable State and federal rules and regulations and signed by the provider rendering the services.

**Clinically Licensed Practitioner** – An individual licensed as a psychiatrist (N.J.A.C. 13:35); a psychologist (N.J.A.C. 13:42); an advance practice nurse, mental health (N.J.A.C. 13:37-7); a licensed clinical social worker (N.J.A.C. 13:44G); or professional licensed in accordance with the Board of Marriage and Family Therapy Examiners (N.J.A.C. 13:34) including, but not limited to, a licensed marriage and family therapist (N.J.A.C. 13:34-4); a licensed professional counselor (N.J.A.C. 13:34-11 or 12); a clinical mental health counselor (N.J.A.C. 13:34-14); a rehabilitation counselor (N.J.A.C. 13:34-21 or 22). (Source: N.J.A.C. 10:97-4.3(b)).

**Collateral Contact** – Activities the care coordination entity engages in on behalf of the child, youth or young adult and or family/caregiver to advocate for, link to, coordinate and monitor the services included in the individualized service plan.



**Commissioner** – The Commissioner of the New Jersey Department of Children and Families or a duly authorized representative.

**Congregate Care** – A residential treatment provider that is either a JCAHO accredited inpatient psychiatric treatment program, a psychiatric community, a licensed residential child care facility or a licensed group home. Treatment homes as licensed by the Division of Youth and Family Services are not considered congregate care.

**Continuity of Care** – The plan of care for a particular enrollee that should assure progress without unreasonable interruption.

**Continuous Quality Improvement (CQI)** - An ongoing program, employing a continuous quality improvement philosophy, involving the identifying, monitoring, and evaluating of appropriateness and effectiveness of action and process; identifying opportunities for improving quality; establishing and implementing initiatives to accomplish agreed upon improvements; monitoring resolution of challenging areas; and acting upon finding, recommendations, and conclusions of implemented initiatives. It may involve the often used Plan, Do, Check, Act Model (PDCA Cycle).

**Contract Management System (CMS)** – A central database for all third party social services contracting information. The database provides the DCF management with oversight capabilities for over 1,000 contracts. The CMS holds demographic and financial information for contracts across DCF's Divisions and Offices. CMS interface can provide to the contractor demographic information, contracted level of service information and active/inactive status of contracted agencies.

**Contracted System Administrator (contractor)** – An administrative organization contracted by the Division of Child Behavioral Health Services to provide utilization management, care coordination, quality management and information management for the Children's System of Care that provides mental and/or behavioral health services and supports to eligible children, youth, and young adults.

**Contracted System Administrator Care Coordinator (CSA CC)** – A licensed clinician at the contractor who provides telephonic access, management and coordination of the assessment process for children, youth, and young adults with emotional and/or behavioral healthcare challenges and needs.

**Coordination of Benefits** – The process whereby other health insurance coverage is first accessed and used to fund the mental health services covered under the Division of Child Behavioral Health Services Service Delivery Network.

**Cost Avoidance** – A method of paying claims in which a provider of clinical services is not reimbursed until the provider has demonstrated that all other available health insurance has been exhausted.

**County Board of Social Services (CBOSS)** – The agency within the county government that makes the determination of eligibility for Medicaid and financial assistance programs.

**County Interagency Coordinating Council (CIACC)** – The county-based planning and advisory groups composed of individuals from governmental and private agencies that advise the county and the Department of Children and Families regarding children, youth and young adults with serious emotional and behavioral health challenges.

**Credentialing** – The process of making a determination as to the qualifications and ascribed privileges of a specific provider to render specific mental health, behavioral and/or substance services.

**Crisis Assessment Tool (CAT)** – Completed by Mobile Response and Stabilization Services (MRSS) to determine both the need for and content of services to diffuse and stabilize a crisis.

**Crisis Residential Services** – Treatment, including assessment and stabilization provided in temporary housing for persons in immediate need of protection, supervision, and care in emergency situations caused by serious emotional challenges.

**Cultural Competency** – A set of interpersonal skills that allow individuals to increase their understanding, appreciation, acceptance of and respect for cultural differences and similarities within, among and between groups and the sensitivity to how these differences influence relationships with children, youth and young adults. This requires a willingness and ability to draw on community-based values, traditions and customs, to devise strategies to better meet culturally diverse children, youth and young adult needs, and to work with knowledgeable persons of and from the community in developing focused interactions, communications, and other supports.

**Customer Service Representative or Staff** – Contractor staff hired to provide assistance to callers that need behavioral health services and/or referrals to appropriate care providers.

**DAS – Division of Addiction Services** in the Department of Human Services. The Division is responsible for providing effective treatment and prevention for alcoholism and drug abuse and for enhancing public awareness of the dangers of such substances.

**Data/Systems Map** – Documentation that maps data fields and tables to the on line computer system.

**DCBHS – Division of Child Behavioral Health Services** – The Division within the Department of Children and Families that provides a comprehensive approach to the provision of mental and behavioral health services to eligible children, youth and young adults.

**DCF – Department of Children and Families.**

**DDD – Division of Developmental Disabilities** – The Division within the Department of Human Service, coordinates and provides services for people with autism, mental retardation, cerebral palsy, spina bifida and traumatic brain injuries. DDD provides evaluation, functional, and guardianship services to eligible persons. Services include residential services, family support, contracted day programs, work opportunities, social supervision, and guardianship and referral services.

**Delinquency** – Crimes committed by youth resulting in involvement with the services or sanctions through the Juvenile Justice Commission.

**Deliverable** – A tangible item that can be provided as the product of development under a contract. The product is an artifact that has been created by someone or some process. Deliverables can include documents, reports, manuals, software and hardware as well as other products.

**Department** – The Department of Children and Families (DCF) in the Executive branch of New Jersey State government. The Department of Children and Families includes the Division of Youth and Family Services (DYFS), Division of Child Behavioral Health Services (DCBHS),

Division of Prevention and Community Partnership, DYFS Training Academy and the Office of Education.

**Detention Facility** – Facility used to detain juveniles pending court hearing, adjudication, or sentencing.

**Developmental Disability** – A physical or mental impairment that substantially limits one or more of the major life activities.

**DHHS or HHS – Department of Health and Human Services** of the Federal government, which administers the Medicaid and NJ FamilyCare programs at the federal level through the Center for Medicare and Medicaid Services (CMS).

**DHS – Department of Human Services.**

**DHSS – Department of Health and Senior Services** in the Executive branch of New Jersey State government.

**DMAHS – Division of Medical Assistance and Health Services** - The Division within the New Jersey Department of Human Services, who has the authority to administer the New Jersey Medicaid and the NJ FamilyCare programs.

**DMHS – Division of Mental Health Services** within the Department of Human Services (DHS). DMHS is responsible for the administration of the State's mental health programs, primarily for adults.

**DPCP – Division of Prevention and Community Partnership.**

**DYFS – Division of Youth and Family Services** –The Division within the New Jersey Department of Children and Families, which provides comprehensive social services for children, youth and young adults and their family/caregivers, and child protective services referred to as the DYFS System.

**Dynamic Data Base** – Is a database with "value-based" relationships where typically the relationship is specified at retrieval time and the locations of related records are discovered during retrieval. Both Independent Logical File (ILF) databases and relational databases are value-based. For the purpose of this contract the dynamic data base will use Windows 3 protocol that allows communication between applications so that when a document is updated in one application, related information will be updated in other applications

**Early and Periodic Screening, Diagnosis and Treatment (EPSDT)** – A Medicaid mandated program that covers screening and diagnostic services to determine physical and mental defects in individuals under the age of 21, and health care, treatment, and other measures to correct or ameliorate any defects and chronic conditions discovered, pursuant to N.J.A.C. 10:49-18.1 and Title XIX of the Social Security Act.

**Electric Convulsive Therapy (ECT)** – Electric shock treatment.

**Electronic Case File/Case Record** – The clinical/medical record of a child, youth, young adult and their family/caregivers created and maintained in an electronic database.

**Eligibility Facilitator** - An entity that has been approved by the Division of Medical Assistance and Health Services to assist families in completing an application for Medicaid or NJ FamilyCare benefits.

**Emergency** – An onset of a serious medical, emotional or behavioral condition, the onset of which is sudden, that manifests itself by symptoms of sufficient severity, that a prudent layperson, who possesses an average knowledge of medicine and health, could reasonably expect the absence of immediate attention to result in jeopardy to the life or health of the child, youth or young adult or harm to another person by the child, youth or young adult.

**Emergency/Crisis Intervention Services** – Crisis and protective interventions and supports necessary to prevent serious psychiatric or medical consequences to children, youth and young adults who are experiencing acute mental health or substance abuse problems. In order to protect children, youth and young adults, relieve their distress and help restore their levels of functioning, these services must be available twenty-four (24) hours a day on an immediate basis and wherever the need presents.

**Encounter** – The basic unit of service used in accumulating utilization data and/or a face-to-face contact between a youth and a provider resulting in a service to the youth.

**Enrollee** – An individual who is eligible and is accessing services through the DCBHS' Children System of Care.

**Enrollment** – The process whereby an individual eligible for services is registered into the Children's System of Care.

**Equitable Access** – Enrollees are given equal opportunity and consideration for needed services without exclusionary practices of providers or system design because of gender, age, race, ethnicity, sexual orientation, or disability.

**Evidence-Based Practice** – Evidence-based practices refer to specific interventions for which there is consistent, scientific evidence showing that they improve consumer outcomes. Programs that are considered evidence-based are informed by research, in which the characteristics and consequences of environment variables are empirically established and the relationship directly informs what a practitioner can do to produce a desired outcome.

**Expert Witness** – An individual whose qualifications, background and experience qualifies them for acceptance by the court as an expert pertinent to specific court actions for child protective services, child permanency and/or guardianship proceedings.

**Expedited Reconsideration** – A process by which the contractor attempts to provide an informal resolution to disputes regarding level of care determinations and authorizations of service that requires immediate attention in order to prevent deterioration or harm to a child or adolescent but is not life-threatening.

**Expert Witness** – An individual whose qualifications, background and experience qualifies them for acceptance by the court as an expert pertinent to specific court actions for child protective services, child permanency and/or guardianship proceedings.

**Family** – Child or children and biological parent(s), legal guardian(s), adoptive parent(s), foster parent(s), or resource family or person acting in the place of a parent such as the person with whom the child or children legally resides and/or a person legally responsible for the child's welfare.

**Family Crisis Intervention Unit (FCIU)** – The County based organizational entity that provides services to stabilize juvenile family crises on a 24-hour-a-day basis.

**Family-Friendly Services** – Services that are accessible, convenient, culturally competent, meet family defined objectives and goals, and are reasonably available to families in the communities in which they live.

**Family Support Organization (FSO)** –An independent community-based organization under contract with DCBHS comprised of family members who are involved or who have been involved in the system of mental health/behavioral health care and who provide direct peer support and advocacy to children, youth, young adults and their family/caregivers receiving Care Management Organization (CMO), Youth Case Management (YCM) services, as well as provide advocacy and support for other children, youth, young adults and their family/caregivers in the community who may need services under DCBHS.

**Federal Financial Participation (FFP)** – The funding contribution that the federal government makes to the Medicaid/NJ FamilyCare program.

**Fee-for-Service (FFS)** – A method for reimbursement based on a scheduled payment for specific services.

**Fiscal Agent** – An entity (currently UNISYS) that processes and adjudicates provider claims on behalf of programs administered in whole or part by the DMAHS State Medicaid Program. DCBHS also uses the Fiscal Agent for processing designated DCBHS claims.

**Formal Services** – Traditional clinical/therapeutic services delivered by or under supervision of licensed practitioners of the healing arts professionals to children and families, reimbursable by Medicaid/NJ FamilyCare or DCF/DCBHS provider contract.

**Fraud** – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to him/herself or some other person. It includes any act that constitutes fraud under applicable federal or State law.

**Governing Body** – A Board of Directors.

**Graphical User Interface (GUI)** – Defines what the user sees and uses when using an application (i.e., the screens).

**Grievance** – Any formally registered complaint that is submitted in writing or that is orally communicated and cannot be resolved within the timeframes established for complaint resolution.

**Group Home** – A residential facility licensed in accordance with N.J.A.C. 20:128 to provide board, lodging, and treatment services on a 24- hour basis for generally 12 or fewer children, youth and young adults in a community based setting. The level of the mental health treatment and the average length of stay may vary depending on the program design and funding source.

**Hand-off** – The time when the incumbent stops performing the day-to-day work of the contract and the replacement contractor assumes responsibility for the day-to day work of the contract.

**Health Insurance** – Private insurance available through an individual or group plan that covers health services. It is also referred to as Third Party Liability insurance.

**High Level of Need** – Children, youth or young adults who have been determined by the Department of Children and Families, or its designated contracted system administrator (CSA), to require an intense level of care coordination services due to any one or any combination of the following: (N.J.A.C. 10:73-35(a)(2))

- i. Serious emotional or behavioral health challenges resulting in significant functional impairment which adversely affects the child, youth or young adult's ability to function in the community;
- ii. The child, youth or young adult's DCBHS assessment indicates a need for the intensive level of care management services;
- iii. The child, youth or young adult is involved with one or more agencies or systems, including, but not limited to:
  - (1) Division of Mental Health Services (DMHS);
  - (2) DYFS;
  - (3) Crisis/emergency service providers;
  - (4) Department of Human Services or Department of Children and Families provider agencies;
  - (5) Juvenile Justice Commission (JJC); or
  - (6) The court system;
- iv. A risk of disruption of a current therapeutic treatment setting exists;
- v. Risk of a psychiatric re-hospitalization exists, or;
- vi. A risk of admission into an OOH residential treatment setting exists.

**Individual Crisis Plan (ICP)** – A crisis stabilization plan that identifies target behaviors, develops desired outcomes and strategies and implements necessary mental health/behavioral health services, for the mobile response service period and, if necessary, for a period of up to eight weeks, to stabilize the presenting crisis situation. The ICP includes linking the children, youth, young adults and their family/caregivers with ongoing formal and informal mental health/behavioral health services and other services in the community after the presenting situation has been stabilized.

**Individual Service Plan (ISP)** – The plan developed by the Child/Family Team that incorporates formal and informal services and supports into a comprehensive, integrated plan that, using the identified strengths of the child, youth and young adult and their family/caregivers, addresses the needs of the child, youth and young adult and family/caregivers across life domains in order to support the child, youth and young adult and their family/caregivers to remain in or return to the community, in school and out of trouble.

**Individualized Education Plan (IEP)** – A written plan which sets forth present levels of academic achievement and functional performance, measurable annual goals and short-term objectives or benchmarks and describes an integrated, sequential program of individually designed instructional activities and related services necessary to achieve the stated goals and objectives. This plan shall establish the rationale for the student's educational placement, serve as the basis for program implementation and comply with the mandates set forth in this chapter.

Source: NJAC 6A:14-1.3

**Individualized Service Planning** – A process that wraps services and supports around the child, youth and young adult and their family life domains and provides access to the services they

need, delivered in the communities where they live, work and attend school. Plans are holistic in nature and address areas of everyday living beyond the treatment of emotional or behavioral health challenges. Plans are family-friendly, child-focused, culturally competent, and are developed based on the individual strengths and needs of the child, youth and family/caregivers.

**Informal services or resources** – Services delivered under an individualized service plan by family/caregivers, community residents, and/ or community organizations not reimbursable under Medicaid or other DCF/DCBHS provider contracts.

**Inquiry** – A request for information.

**Information Management and Decision Support (IMDS) Tools** – The assessments, templates, and other documents, implemented by DCBHS, that provide the necessary demographic and clinical information to inform systems partners in developing coordinated plans of care to best meet the needs of the children, youth, young adults and their family/caregivers.

**Intensive In-Community Mental Health Rehabilitation Services** – An array of mental health rehabilitation services delivered face-to-face as a defined set of interventions by a clinically licensed practitioner in the child, youth or young adult's home and/or in community-based settings, not in provider offices or office settings, which address symptom reduction and are restorative and preventative in nature. These services are provided as part of an approved intensive in-community service plan and encompass a variety of mental health services, including, but not limited to, group, individual or family therapy, allied behavioral therapies and modalities, clinical consultation/evaluation, instruction in anger management, parenting skills, problem solving and stress reduction techniques, psycho-educational services and counseling.

**Intensive Residential Treatment Services (IRTS)** – A non-inpatient secure intensive treatment provided to children, youth and young adults who require 24/7 care in a safe, secure environment with constant line-of-sight supervision, medication management and a concentrated individualized treatment protocol.

**Intermediate Inpatient Unit (IIU)** – A sub-acute inpatient psychiatric unit licensed as a closed child/adolescent inpatient facility by the Department of Health and Senior Services and located in a community hospital. These units serve children, youth and young adults who require additional inpatient treatment following stabilization in a CCIS with a typical length of stay of up to 60 days.

**Joint Care Review (JCR)** – JCR means the electronic treatment plan for the child, youth, or young adult that is submitted to the contractor by the OOH treatment provider to demonstrate continued medical necessity, progress towards goals and areas of continued need. A JCR is completed every 90 days while the child, youth, or young adult resides in the OOH treatment setting as well as at the time of discharge.

**Joint Commission on Accreditation of Healthcare Organizations – (JCAHO).**

**Juvenile Justice Commission (JJC)** – The Executive branch agency providing services, sanctions, and facilities for juveniles adjudicated delinquent or otherwise under the jurisdiction of the family court.

**Juvenile Justice System** – For the purposes of this RFP, Juvenile Justice System refers to the family court and probation in the judicial branch of government as well as the executive branch agencies within the Juvenile Justice Commission and local county-based detention and diversion facilities.

**Legal Guardian** – A person appointed by a court to make financial and personal decisions for a person determined by a court to be legally incompetent.

**Level of Need** –The level or type of service that is needed by a child, youth or young adult (also referenced as Level of Service (LOS) in the prior Contracted System Administrator RFP.

**LCSW – Licensed Clinical Social Worker.**

**Licensing Information System (LIS)** – A central database for all entities licensed by the Office of Licensing (OOL). Contracts that provide residential services, partial care and youth case management services must be licensed. LIS can provide to the contractor demographic information, license capacity, license expiration dates for those programs specified.

**Life domain** – A functional area in the life of a child, youth, or young adult in the community important for social development, including social relations, family life, mental health, physical health, creativity, spirituality, education, and others.

**Managed Care** – A comprehensive approach to the provision of health or behavioral health care that combines clinical services and administrative procedures within an integrated, coordinated system, to provide timely access to care in a cost effective manner.

**Medicaid Eligible** – An individual eligible to receive services under the State of New Jersey Medicaid program.

**Medicaid Fair Hearing** – The appeal process available to all Medicaid eligible pursuant to N.J.S.A. 30:4D-7 and administered pursuant to N.J.A.C. 10:49-10.1 et seq.

**Medicaid or Title XIX** – The joint Federal/State program of medical assistance established by Title XIX of the Social Security Act, 42 U.S.C. 1396 et, seq. which in New Jersey is administered by DMAHS in DHS pursuant to N.J.S.A. 30:4D-1 et. seq.

**Medicaid Information Technology Architecture (MITA)** – MITA is a federal initiative to re-tool the existing Medicaid Management Information System (MMIS) for improved health care delivery and health care outcomes through the use of a common framework utilizing an open-systems approach to Medicaid information, designed to improve data exchange

**Medicaid Management Information System (MMIS)** – The New Jersey Medicaid Management Information System (NJMMIS) is a jointly funded Federal and State health care assistance system that provides medical assistance to eligible recipients. The NJ Medicaid Program is administered by the Department of Human Services (DHS), Division of Medical Assistance and Health Services (DMAHS), through the Division's Central Office and the Medicaid District Offices (MDOs) located throughout the State of New Jersey.

Expansion of Medicaid to a nationwide program, increased medical expenditures, and concern over rapidly rising costs in health care have led to the development of Federal guidelines in the planning, implementation, and operation of an MMIS. New Jersey's MMIS has been designed to meet both Federal and State requirements.

**Medical Director** – For the purpose of this RFP, a board certified psychiatrist who is licensed to practice in the State of New Jersey as a physician and is designated by the contractor to exercise general supervision over the provision of covered services to children, youth and young adults.

**Medical Workups** – Physical examinations, neurological evaluations, and any other diagnostic procedures (PET scans, genetic testing, etc.) that are necessary to make the diagnostic determination between a primary MH/SA disorder and an underlying physical disorder, as well as



for medical work-ups required for medical clearances prior to the provision of psychotropic medication or electric convulsive therapy (ECT), or for transfer to a psychiatric facility.

**Medically Necessary Treatment** – Medically necessary treatment is that which is: intended to prevent, diagnose, correct, cure, alleviate, or preclude deterioration of a diagnosable condition (*ICD-9* or *DSM-IV*) that threatens life, causes pain or suffering, or results in illness or infirmity; expected to improve an individual's condition or level of functioning; individualized, specific, and consistent with symptoms and diagnosis, and not in excess of patient's needs; essential and consistent with nationally accepted standard evidence generally recognized by mental health or substance abuse care professions or publications; reflective of a level of service that is safe, where no equally effective, more conservative, and less costly treatment is available; not primarily intended for the convenience of the recipient, caretaker, or provider; no more intensive or restrictive than necessary to balance safety, effectiveness, and efficiency; and not a substitute for non-treatment services addressing environmental factors.

**Memorandum of Understanding (MOU)** – A document between two organizations that outlines their agreed-upon working relationship, including roles and responsibilities for specific tasks and activities.

**MICA** – Mentally Ill Chemical Abusers.

**Minority Populations** – At a minimum includes the census populations: Asian/Pacific Islanders, African-American/Black, Hispanic/Latino, and American Indians/Alaska Natives. (See NJ Demographic Information).

**Mobile Response and Stabilization Services (MRSS)** – A system of time limited, clinically based interventions delivered 24/7/365, across DYFS, mental health and juvenile justice systems, for children, youth and young adults exhibiting emotional and/or behavioral challenges that threatens their current living arrangements. The initial interventions are delivered at the site of the crisis and may last up to 72 hours. Follow-up mobile response stabilization management services, which include appropriate service implementation, may last up to 8 weeks.

**Mobile Response and Stabilization Services Agency** – A DCBHS contracted entity responsible for the administration, coordination, delivery, management, and monitoring of a system of mobile response and stabilization management services for children, youth and young adults within a designated area.

**Mobile Response and Stabilization Services/Family Crisis Intervention Units (MRSS/FCIUs)** – These combined units are located within those counties that chose to integrate the FCIU with MRSS and who are responsible to meet all MRSS and all FCIU requirements.

**Mobile Response Service Period** – The time that mobile response services can be provided. Generally described as the 72 hour period from the initial dispatch to the MRSS entity by the contractor. The 72 hour period means up to midnight of the fourth day of the initial dispatch. If the 72-hour episode would expire at 5 pm on the fourth day, the MRSS entity shall provide services up to midnight of that day.

**Mobile Response Stabilization Services Network** – A network of providers developed to deliver time-limited services to meet the needs of children, youth, young adults and their family/caregivers involved with a Mobile Response and Stabilization Services Agency. They are delivered in accordance with the Individualized Crisis Plan and monitored by the Mobile Response and Stabilization Services Agency.

**Moderate Level of Need** – Care coordination services provided to children, youth and young adults who have been determined by the Department of Children and Families, or its designated contracted system administrator (CSA), to require a moderate level of care coordination due to any one or any combination of the following:

- i. The child, youth or young adult has emotional or behavioral health challenges that adversely affect his or her capacity to function in the community;
- ii. The child, youth or young adult and his or her family/caregiver require face-to-face assistance in obtaining and coordinating treatment, rehabilitation, financial and/or social services, without which the child, youth or young adult could reasonably be expected to require more intensive care coordination services to maintain an optimal functional capacity, and/or;
- iii. The child, youth or young adult's DCBHS assessment indicates a need for a moderate level of care coordination services.

**Multilingual** – At a minimum, English and Spanish and any other language spoken by five (5%) percent of the enrolled Medicaid population.

**Multi-System Assessment** – A strength-based comprehensive assessment authorized by the contractor and performed by certified DCF or DHS approved assessment providers for children, youth and young adults with complex needs and involvement with multiple child-serving systems, that gathers, organizes, and reports critical information on child safety, community safety, mental health, child risk factors, and caregiver capacity.

**Natural Supports** – The child, youth and young adult and their family/caregivers social network of friend and extended family members that provide support as an extension of naturally occurring relationships.

**NJ FamilyCare** – The program administered by DMAHS, which provides healthcare benefits to certain children, youth and young adults in accordance with N.J.A.C. 10:49 and N.J.A.C. 10:78.

**NJ FamilyCare – Plan A** – The State-operated program that provides comprehensive managed care coverage to uninsured children, youth and young adults below the age of 19 with family incomes up to and including 133% of the federal poverty level. Eligible children, youth and young adults are covered by fee-for-service until they become enrolled in managed care, unless the child, youth or young adult is exempted out of managed care.

**NJ FamilyCare – Plan B** – The State-operated program that provides comprehensive managed care coverage to uninsured children, youth and young adults below the age of 19 with family incomes above 133% and up to and including 150% of the federal poverty level.

**NJ FamilyCare – Plan C** – The State-operated program that provides comprehensive managed care coverage to uninsured children, youth and young adults below the age of 19 with family incomes above 150% and up to and including 200% of the federal poverty level. Eligible children, youth, young adults and their family/caregivers are required to participate in cost sharing in the form of monthly premiums and co-pays for most services.

**NJ FamilyCare – Plan D** – The State-operated program that provides comprehensive managed care coverage, similar in scope to the largest commercially available group HMO coverage plan, to uninsured children, youth and young adults below the age of 19 with family incomes above 200% and up to and including 350% of the federal poverty level. Eligible children, youth, young

adults and their family/caregivers are required to participate in cost sharing in the form of monthly premiums and co-pays for most services. Mental health and dental benefits are limited in scope.

**NJ SPIRIT** – DYFS electronic data base system. See SACWIS.

**New Jersey State Plan** – The DHS/DMAHS document filed with and approved by CMS which describes the New Jersey Medicaid and NJ FamilyCare - Part A programs.

**Non-Participating Provider** – A provider of service that does not have a contract with the DCF/DCBHS or with Medicaid.

**Operations Guide** – Interfaces and back end processes that run on the system, schedule of runs and reports.

**Other Health Coverage** – Private non-Medicaid individual or group health/dental insurance, including Medicare. It may be referred to as Third Party Liability (TPL).

**Out-of-Home (OOH) Treatment** – A residential facility (public or private) that provides 24/7 care and treatment for children, youth and young adults with needs such that they are unable to function appropriately in their home, community or school.

**Outcomes** – The long term results (generally an end state) to which all performance targets must contribute. Outcomes are visions that differ from mission statements in that they describe specific states or conditions that change and that are influenced by the achievement of performance targets.

**Outlier Management** – A statistical model for determining if a plan member, or provider program falls within predetermined number standard deviations or more below the median in terms of utilization of treatment service units or costs. Outlier management functions are managed centrally, generally focusing on aggregate level issues with case specific issues addressed jointly with local providers as necessary to understand and address utilization patterns. As outliers are identified, protocol driven analysis shall determine whether the utilization is problematic and in need of intervention.

**Outpatient Treatment** – Clinical services including individual, group, or family therapy and other counseling as well as medication prescription administration and review provided in a non residential setting.

**Over and Under Utilization** – Utilization that significantly departs from the median service utilization for children, youth or young adults with similar need profiles.

**Partial Care** – A continuum of day treatment that includes intensive treatment within a structured therapeutic setting designed to serve as an alternative to hospital care as well as programs that offer an integrated set of treatment and family interventions on a longer-term basis. Children's partial care programs are licensed in accordance with N.J.A.C. 10:191.

**Participating Provider** – A provider that either has a contract with an approved DCF division or is enrolled as a Medicaid/NJ FamilyCare provider and has agreed to provide services consistent with the Division of Child Behavioral Health Services policies and procedures.

**Parties** – DCF and the contractor, which are the parties that have entered into this contract.

**Peer Review** – A mechanism in quality management and utilization management where care delivered by a network provider is reviewed by a panel of practitioners of the same specialty to determine levels of appropriateness, effectiveness, quality and efficiency.

**Personal Contribution to Care (PCC)** – The portion of the cost-sharing requirement for New Jersey FamilyCare – Plan C and D enrollees in which a fixed monetary amount is paid for certain services/items received from network providers.

**Personal Injury (PI)** – A program designed to recover the cost of medical services from an action involving the tort liability of a third party.

**Presumptive Eligibility (PE)** – The process established by the Division of Medical Assistance and Health Services that allows approved providers of health care to determine a child, youth or young adult's eligibility for medical services for a limited period of time based on the family's self-declaration of income. Eligibility can be determined for Medicaid or NJ FamilyCare.

**Pre-Authorization Package** – A pre-determined list of services based on the needs of the child, youth, young adult and their family/caregivers consisting of multiple services for children, youth, young adults and their family/caregivers involved with a case management entity.

**Prior Authorization (PA)** – Authorization granted by the contractor in advance of the rendering of a service after appropriate review by an appropriate qualified mental health, behavioral health staff, a Care Coordinator or physician based on an assessment of need.

**Program of Assertive Community Treatment (PACT)** – Through a multi-disciplinary team approach, provides comprehensive, integrated rehabilitation, treatment and support services to those individuals most challenged by the need to cope with a Serious Mental Illness (SMI), as evidenced by repeated hospitalizations and to those individuals identified as at serious risk for psychiatric hospitalization.

**Project Manager** – The individual designated by the contractor who shall oversee the transition and implementation of the contract also known as Implementation and/or Interface Manager reporting to DCF/DCBHS or designee.

**Provider** – Contracted agencies or providers under contract with DCF to provide services to children, youth and young adults with behavioral and or emotional challenges and needs.

**Psychiatric Commitment Screening and Assessment Center or Screening Center** – A facility in the public mental health care treatment system wherein a person believed to be in need of commitment to a short-term care, psychiatric facility or special psychiatric hospital undergoes an assessment to determine what mental health services are appropriate for the person and where those services may be most appropriately provided.

**Psychiatric Community Residence (PCR)** – A psychiatric community residence for children, youth and young adults licensed by the Department of Children and Families under N.J.A.C. 10:192 that provides mental health rehabilitation services 24/7 in an OOH treatment setting.

**Psychiatric Emergency Service** – Emergency response to a crisis situation requiring immediate attention to children, youth, young adults and their family/caregivers.

**Quality Management (QM)** – A program of systematic and objective activities designed to continuously monitor, evaluate, and improve the processes of delivering mental health and substance abuse services and the quality of clinical care and services provided to children, youth, young adults and their family/caregivers.

**Reconsideration** – A process by which the contractor attempts to provide an informal resolution to disputes regarding level of care determinations and authorizations of service.

**Rehabilitation** – Restoring children, youth and young adults to their highest practical functional level through programs, education, activities and therapy.

**Rehabilitative Service** – A Medicaid reimbursable service that a state may define to include (pursuant to 42 C.F.R. 440.130) medical or remedial services recommended by a physician or other licensed practitioner within the scope of practice under State law, for maximum reduction of physical or mental disability and restoration of an individual to his or her best possible functional level.

**Request for Information (RFI)** – A document issued by DCF requesting information from the industry regarding participation in a specific process or initiative.

**Residential Child Care Facility** – Providers of children's mental health rehabilitative services that are licensed by the Department of Children and Families under N.J.A.C. 10:128 and who are under contract with the Division of Child Behavioral Health Services to provide 24/7 OOH treatment services.

**Residential Treatment Center (RTC)** – An RTC provides room, board, and care and treatment services for 13 or more children, youth or young adults on a 24 hour a day basis. These include facilities providing educational services on or off grounds as well as programs that provide adventure-based treatment. Facilities may be certified by DYFS or DMHS or are JCAHO accredited to provide voluntary inpatient psychiatric care to children, youth and young adults 21 years of age and under. DCF/DCBHS contracts with residential treatment centers in New Jersey and out-of-state. RTCs are licensed in accordance with N.J.A.C. 10:127.

**Respite Services** – Temporary supervision including crisis stabilization and temporary residential services, provided to individuals living with family members, family care providers or significant others, when short-term relief is needed. Respite care can be provided in-home or OOH during the day, evening, and/or overnight.

**Routine Care** – Treatment of a condition that does not require immediate attention, including assessments and evaluations as well as ongoing treatment services.

**SACWIS**– State Automated Child Welfare Information System (SACWIS) also known as NJ Spirit. SACWIS is a single statewide system that automates the collection of federally mandated child welfare (DYFS) data and provides support for the delivery and management of child welfare (DYFS) services. States receive Federal Financial Participation (FFP) for the development of a system through the Omnibus Reconciliation Act of 1993. In New Jersey known as NJ Spirit.

**SAP – Statutory Accounting Principles.**

**Screening** – A process in the Division of Child Behavioral Health Services whereby children, youth and young adults are screened using common IMDS Tools at points of access on critical indicators for eligibility for services and level of need.

**Secretary** – The Secretary of the Federal Department of Health and Human Services.

**Section 508** – An amendment to the Rehabilitation Act of 1973, requiring federal departments and agencies that develop, procure, maintain, or use electronic and information technology

ensure that Federal employees and members of the public with disabilities have access to and use of information and data, comparable to that of the employees and members of the public without disabilities – unless it is an undue burden to do so.

**Secure File Transfer Protocol (SFTP) – or Secure FTP** – A program that uses a secure shell host (SSH) to transfer files. It encrypts both commands and data, preventing passwords and sensitive information from being transmitted over the network.

**Secure Shell Host – (SSH)** – Provides an encrypted channel for logging into another computer over a network, executing commands on a remote computer, and moving files from one computer to another. SSH provides strong host-to-host and user authentication as well as secure encrypted communications over an insecure Internet.

**Security Map** – Defines security groups, and maps accessible screens to each security group.

**Serious Emotional Disturbance (SED)** – A mental, behavioral or emotional disorder, affecting children and youth 18 years of age and under, of sufficient duration to meet diagnostic criteria specified within DSM-IV or their ICD-9-CM equivalent that has resulted in functional impairment which substantially interferes with or limits the child or youth's role in functioning in family, school, or community activities.

**Serious Mental Illness (SMI)** – A diagnosable mental disorder in a child, youth or young adult that is sufficiently severe and enduring to cause functional impairment and to produce an ongoing or recurrent need for mental health services.

**Service Authorization** – Authorization granted by the contractor after appropriate review by an appropriate qualified mental health, behavioral health staff, a Care Coordinator or physician based on an assessment of need.

**Service Linkage** – The referral to and the facilitation of linkages to the appropriate service providers and supports identified in the assessments and individualized service plans.

**Service Location or Service Site** – Any location at which a child, youth or young adult obtains any covered service.

**Service Oriented Architecture** – A set of components which can be invoked, and whose interface descriptions can be published and discovered.

**Service provider monitoring** – The routine follow up with the children, youth or young adult's service/support providers identified in the individualized service plan to assess provision and coordination of all aspects of the strategies and services specified in the plan.

**Shelter** – The county Division of Youth and Family Services contracted emergency shelter facility for children and youth at risk or involved in the Family Court available 24 hours a day, 7 days a week. Children's shelter facilities and homes are licensed in accordance with N.J.A.C. 10:124.

**Short Term Care Facility (STCF)** – An inpatient community based mental health treatment facility designated, by the Commissioner of Children and Families or the Commissioner of Human Services, to provide involuntary care to children, youth and young adults who have been screened by State-designated Psychiatric Commitment Screening and Assessment Centers. It provides assessment, acute care and stabilization services to mentally ill persons whose mental illness causes the person to be dangerous to self, others, or property.

**Stabilization Bed** – An available bed in a psychiatric community residence for a child, youth, or young adult in a group home, treatment home or residential child care facility for the temporary admission, not to exceed 7 days, of a child or youth involved with Mobile Response.

**Stabilization Management Services** – The development, coordination and monitoring of an individual crisis plan for up to 8 weeks subsequent to the mobile response period, to ensure the stabilization of the presenting situation.

**State Central Registry (SCR)** – A registry of calls regarding child, youth, and young adult abuse.

**State Plan** – See **New Jersey State Plan**.

**Substance Abuse** – Alcohol and/or drug abuse disorders that are defined in the International Classification of Disease, ninth (9<sup>th</sup>) version.

**Supplemental Security Income (SSI)** – The program which provides cash assistance and full Medicaid benefits for individuals who meet the definition of aged, blind, or disabled, and who meet the SSI financial needs criteria.

**Support** – Application of resources to maintain the child, youth or young adult in the least restrictive environment and to prevent the child, youth or young adult from failing to reach identified health goals and to assist the child, youth or young adult in achieving desired outcomes.

**Telecommunication Device for the Deaf – (TDD)** – Equipment that lets the hearing impaired communicate via telephone.

**Teletypewriter (TTY)** – For the visually impaired. Equipment that lets the visually impaired communicate via telephone.

**Temporary Assistance for Needy Families (TANF)** – Federal program that replaced the Aid to Families with Dependent Child (AFDC) welfare program.

**Therapeutic Foster Care/Treatment Homes** – A licensed provider in accordance with N.J.A.C. 10:128 that provides out of home treatment to children, youth and young adults with emotional/behavioral health challenges and needs in the homes of trained families within the community. Treatment parents are seen as the primary therapeutic agents and are specially trained, licensed and clinically supervised. Clinical, supportive and case management services are provided to each child, youth and young adult and treatment family/caregivers.

**Therapy** – A mode of treating an illness or disability.

**Third Party Liability** – The liability of any entity, including other State or federal medical care programs, with a legal or contractual responsibility to provide or pay for medical, dental, mental health or substance abuse services.

**Title XXI** – The federally enacted State Child Health Insurance Program which provides health care coverage for targeted, low-income children whose available family income is up to and including 350% of the federal poverty level. In New Jersey, this is known as NJ FamilyCare or NJ KidCare.

**Treatment** – Use of interventions that prevent or cure disease, reducing symptoms, and restoring the child or youth to the highest practical functional level.

**Treatment Planning** – Ongoing delineation of goals, objectives, and therapeutic interventions regarding the appropriate level of care based on the uniqueness of each child, youth or young adult, which considers the perspectives of the child, youth and young adult, their clinician(s), treatment team, family/caregivers and/or significant others. Treatment planning builds on the child, youth or young adult's strengths and incorporates a discharge focus.

**Trustee** – A member of the Board of Trustees governing a not-for-profit corporation.

**Under and Over Utilization** – Utilization that significantly departs from the median service utilization for children, youth and young adults with similar needs.

**Unified Case Management (UCM)** – An entity under contract with the Division of Child Behavioral Health Services that is a community-based organization that combines advocacy, service planning and delivery, and care coordination into a single, integrated, cross-system process, in order to assess, design, implement and manage child-centered and family-focused individualized service plans for children, youth and young adults whose needs require either intensive or moderate care management techniques that cross multiple service systems. Unified case management entities provide through one organization the level of care coordination that is provided by CMOs and YCMs in other areas of the state.

**UNISYS Corporation (UNISYS)** – The Fiscal Agent to the State of New Jersey Division of Medical Assistance and Health Services (see Fiscal Agent) for New Jersey's Medicaid participants

**Urgent Care** – Clinically necessary treatment of a condition that requires immediate attention in order to prevent deterioration or harm to a child, youth, young adults or their family/caregivers, but is not life threatening.

**Utilization** – The rate patterns of service usage or types of service occurring within a specified time.

**Utilization Management** – Management of the use of limited resources to maximize the effectiveness of the care provided to children, youth and young adults. It involves implementing a set of techniques to assess the clinical necessity, appropriateness and efficiency of treatment plans and services provided. Using pre-defined criteria that are based on clinical practice guidelines, updated scientific research and clinical experience, these techniques may include prior authorization, concurrent review, retrospective review, network management and case management.

**Warm Line Transfer** – A transferred call to a real person to assist the caller.

**Wraparound** – The use of services, goods, and supports that support the implementation of an individualized plan of care.

**Wraparound Services** – A term used to describe a model of community-based care that literally wraps individualized services around a specific child to maintain that child in a community setting. Wrap-around services reflect a philosophy of care that advocates doing whatever it takes to stabilize a child in all domains of functioning (home, school and community) and to prevent placement in more intensive levels of care, such as psychiatric hospitals and residential treatment centers.

**Young Adult** – An individual at least 18 years of age and under 21, who prior to becoming 18 was receiving or had received services from the child serving system in New Jersey, as defined



by DCBHS, who requests assistance in accessing services, and who the Commissioner of DCF determines that providing such services would be in the individual's best interest.

**Young Adult in Transition** – Youth and young adults 18-21 years of age, under the jurisdiction of DCF/DCBHS transitioning to the adult mental health system.

**Youth Case Management Services (YCM)** – A level of case management that assists children, youth and young adults in accessing and receiving the appropriate level of care, interventions and supports to maintain the optimal functioning level in the community.

**Youth Services Commission (YSC)** – The county-based planning body under the jurisdiction of the Juvenile Justice Commission that consolidates, within a single community agency, the planning, implementation, monitoring, and evaluation of the juvenile justice system, that oversees the implementation of community-based services for adjudicated juveniles, as well as oversees the implementation of delinquency prevention programs, including FCIUs.

### **3.0 SCOPE OF WORK**

#### **3.1 ADMINISTRATIVE REQUIREMENTS**

To ensure the effective program operations coordination and communication and to foster face to face interaction between the contractor, DCF/DCBHS and providers, the contractor shall adhere to the following:

- Physical location of the contractor office must be within a ten (10) mile radius of the Department of Children and Families Central Office (222 South Warren Street, Trenton, NJ 08625) and within the State of New Jersey;
- The contractor and employees shall not conduct any business on the premises of the contractor office other than activities pursuant to this contract, except upon written approval of DCF/DCBHS;
- Sufficient storage for both electronic and hard copy documentation must be provided by the contractor at the New Jersey location. DCF will coordinate and come to an agreement with the contractor on retention and archiving of case records in accordance with State policies (See Section 1.2.7.6 - Description of Current Management Information System (MIS) for size of MIS and current caseload information);
- Call Center functions, including after hour coverage, must be performed at a location in New Jersey. DCF/DCBHS shall own the rights to the Call Center telephone number. (See Section 3.9 for more details);
- At the contractor's office in New Jersey the contractor shall provide private space equivalent to one office equipped with a computer, phone, internet access and ability to access the contractor system, Medicaid and UNISYS systems and DCF systems for use by two to three State employees;
- The contractor shall provide for priority access, by separate phone number from the Call Center main phone number (or other designated system), for DCF/DCBHS staff to directly contact contractor management;
- Contractor shall make available to New Jersey any new features and/or functionalities available to other clients of the contractor as part of the bid proposal (no additional costs to the state);

- Contractor is expected to provide dynamic solutions and innovations in the course of the contract;
- In order to achieve successful operation the contractor staff must establish and maintain positive, effective communication and a cooperative working relationship with DCF, particularly DCBHS and DYFS staff, as well as provider agencies;
- The contractor shall submit quarterly management reports in a form to be prescribed by DCF/DCBHS that shall be reviewed by a Committee established by DCF/DCBHS. The Committee shall be comprised of, but not limited to, Children's System of Care service providers, family/caregivers, advocates and State staff;
- All plans, procedures, materials, and manuals identified in the RFP and the resulting contract are required deliverables under the contract. The contractor shall create any such plan, procedure, materials, or manual within the time frame specified in this contract. All such plans, procedures, materials, or manuals are subject to the approval of DCF/DCBHS (Note: All documents, materials and manuals that need approval shall be submitted to the State Contract Manager or designee. The State Contract Manager shall transmit the documents to the appropriate offices and persons for review and approval in DCF/DCBHS and any approval, rejections or comments on the documents shall flow back to the contractor through the State Contract Manager. This shall be the process whenever this contract states that an approval is needed from DCF/DCBHS.) Once approved, the contractor shall perform each identified task in each plan in accordance with the plan. The contractor shall also perform those tasks in accordance with the time frame designed by DCF/DCBHS. All decisions charged to DCF/DCBHS throughout the RFP and the resulting contract shall be made by DCF/DCBHS in its sole discretion;
- The contractor shall designate a Project Manager (PM) who shall serve as a point of contact for DCBHS and DYFS on all operational issues throughout the life of the contract. The PM must be physically located at the New Jersey contractor's office;
- The contractor shall participate in any operational meetings required by the State, including meetings with other State agencies;
- Operational meetings shall be conducted with the contractor and DCF/DCBHS, at a minimum weekly or more frequently as deemed necessary by DCF/DCBHS throughout the life of the contract;
- To ensure the security, identity protection and confidentiality of vital information and data, the contractor shall not use any off shore operations to support technology or operations of this contract. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by all subcontractors (See Section 7.1.2);
- The contractor shall provide advisory services that are necessary to accommodate any new State or Federal law or regulation. This may include the development of reports and plans for new work related to new State or Federal laws or regulations including proposals to perform the new work. The addition of new work to the contract shall be added as a contract amendment in accordance with Section 3.20. Prior to the performance of additional work, the contractor shall describe its approach and obtain State approval for a work plan and documentation for any program and/or system changes in accordance with Section 3.20;

- The contractor cannot independently distribute, sell or publish any data, findings, results, etc. without prior written approval by DCF/DCBHS; and,
- Deliverables - A number of implementation and operational deliverables and milestones have been identified throughout the scope of work. All deliverables, timeframes and critical milestones must be approved by DCF/DCBHS and all such deliverables are incorporated herein as contractual requirements that the contractor shall complete.

Any plan, strategy, or other document required to be prepared by this RFP shall be subject to review and approval by DCF/DCBHS, both as to the timing and manner of performance of the tasks therein and to the substantive tasks to be performed themselves. DCF/DCBHS shall retain full and sole discretion to approve or reject such plan, strategies, or other documents. Once any such plan, strategy, or other document has been approved, the contractor shall be contractually bound to perform work in accordance with it.

### **3.2 PERSONNEL SECTION**

The contractor shall provide a Human Resources and Staffing Plan that describes how the contractor will maintain the guaranteed minimum staffing level included in the contractor's proposal to ensure the successful accomplishment of all duties outlined in the contract. This shall include, but not be limited to, call center and customer service staff, a clinical director, medical director, clinically licensed professionals and contractor staff dedicated to perform management of care functions for DYFS and Quality and Outcomes Management staff (additional staffing requirements are outlined in the operational areas of the RFP).

All personnel necessary to carry out the terms, conditions, and obligations of this contract are the responsibility of the contractor. The contractor shall recruit, hire, train, supervise and, if necessary terminate such professional, para-professional and support personnel as are necessary to carry out the terms of this contract.

The contractor's employees shall sign and comply with security agreements for access to the statewide computer systems and data.

The contractor shall collect, maintain and have ready for report the outside employment activities of all employees. Collection would be done upon hiring and then on an annual basis and would include the employee's name, outside employer information and a short job description.

All employees must be instructed in the need for confidentiality. Each employee must sign and comply with the confidentiality statement provided by DCF. The contractor's employee training program must include instruction on confidentiality and the penalties for failing to comply with confidentiality agreement requirements. The contractor shall hold the State and DCF/DCBHS harmless for any liabilities that arise out of a breach of confidentiality on the part of the contractor's employees.

The contractor shall maintain adequate IT staff to ensure timely ongoing enhancements and maintenance of the MIS system.

The contractor shall strive to maintain a diverse staff, reflective of New Jersey's diverse populations.

The State must be apprised within 48 hours of any major staffing changes during transition as well as during the life of the contract. No changes in senior management or supervisory staff shall be made without prior consultation with the State.

Additional staffing requirements/qualifications as they relate to the operational areas are identified in the specific operational areas of the RFP.

The contractor shall provide a position control list on a monthly basis, as changes in staffing occur, and as directed by DCF/DCBHS.

### **3.3 REFERENCES**

If the contractor seeks references for other contracts or business, such references may only be sought from the DCBHS Director.

### **3.4 TRAINING**

The contractor shall develop a Training and Orientation Plan that describes how the contractor will implement a comprehensive training and support program for providers, stakeholders and state staff and others as deemed necessary by DCF/DCBHS to gain an understanding of the contractor operations and MIS system to support successful interaction with the contractor.

The contractor shall work with, at a minimum, three (3) family advocacy groups in NJ, in addition to the DCF/DCBHS contracted FSOs, to develop training for all contractor staff regarding interacting with families and community resources.

The contractor shall thoroughly train its staff on all aspects of the contractor operations, and shall provide continuous staff development and training.

All training curricula must be consistent in all aspects with the principles discussed throughout this RFP, and are subject to review and approval of DCF/DCBHS prior to commencement of contractor staff training.

The contractor shall maintain and provide to DCF/DCBHS, a complete set of user and technical manuals, procedure manuals, web-based training and orientation software, CBT, CDs and any updates, for the contractor operations, database and systems. These materials shall be made available to DCF/DCBHS at all times.

The contractor shall maintain procedural manuals in a current and updated manner so that as staff turnover occurs new staff can be immediately effective within their job function. Any significant changes in contractor policies included must be approved by DCF/DCBHS staff prior to implementation of changes.

The contractor shall develop operational procedures, manuals, forms, and reports necessary for the smooth operation of the Telephone Call Center. All such materials are subject to the review and approval of DCF/DCBHS.

DCF/DCBHS encourages the use of cost effective training modalities such as web-based training, on line references and distance learning, wherever such modalities are appropriate and cost effective, as determined by DCF/DCBHS.

Additional training requirements for specific program operations are identified in the specific operational areas of the RFP.

All training and technical manuals are deliverables under this contract.

### **3.5 ESTABLISHING MEDICAL ELIGIBILITY – IDENTIFYING HEALTH INSURANCE**

To assist in establishing eligibility for medical coverage and maximizing coordination of medical coverage, the contractor shall provide an Establishing Medical Eligibility Plan detailing how coordination and establishment of medical coverage shall be performed. At a minimum, the contractor shall:

- Obtain all information regarding private insurance coverage available to a child, youth, young adult and their family/caregivers. The contractor shall document and maintain an updated record of medical coverage eligibility for children, youth, young adults and their family/caregivers requesting services;
- Ascertain if a child, youth or young adult has eligibility for any State, federal or private medical coverage and make appropriate referrals;
- If medical coverage is pending or not available, the contractor shall provide the family/caregivers with information on eligibility for available assistance and assist the family/caregivers in applying for assistance. The contractor shall be knowledgeable of all medical programs available to the targeted population, including but not limited to the following:
  1. Medicaid
  2. Medically Needy
  3. Medicaid Special Eligibility
  4. NJ KidCare
  5. NJ FamilyCare
  6. Chafee Aid
  7. Charity Care
  8. Other governmental programs that may become available to the target population
- Develop a process with DCF/DCBHS, the NJ Medicaid Agency, (DMAHS), and the State Fiscal Agent (UNISYS) to coordinate benefits and collect information on private pay insurance coverage in coordination of care.

Certain community-based organizations may assist families in establishing eligibility for medical coverage. The contractor shall be provided with information on community-based organizations so referrals can be expedited. In addition, the contractor shall provide available eligibility information to family/caregivers and track referrals to organizations.

### **3.6 ELIGIBILITY MANAGEMENT RESPONSIBILITIES FOR DCBHS ONLY YOUTH (KNOWN AS 3560 COVERAGE)**

In addition to assisting DCF/DCBHS in managing access to Medicaid/NJ FamilyCare coverage for health care and behavioral health care services, the contractor shall also establish and manage eligibility for DCF/DCBHS Only Coverage (See Vol. 12, No. 1 newsletter on the [njmmis.com](http://njmmis.com) website for a brief description of the DCF/DCBHS Only Coverage). This includes an IT component as well as manual staffing components.

The contractor shall develop a database that contains DCF/DCBHS defined data elements including demographic data of the DCF/DCBHS Only covered children, youth and young adults. The data will be transmit to OIT and/or the Division of Medical Assistance and Health Services MMIS as needed. The eligibility system shall provide periodic reports to DCF/DCBHS that include, but not are limited to the following:

- Data on the number of 3560 numbers issued;
- Data on the number of 3560 numbers terminated, and the reasons why;
- Data on children, youth and young adults who, subsequent to the issuance of DCF/DCBHS Only coverage, are issued a Medicaid/NJ FamilyCare eligibility number;
- Data on children, youth and young adults who have gaps in their Medicaid/NJ FamilyCare coverage; and,
- Data on children, youth and young adults who have continuous 3560 coverage for 10 months or more.

The contractor shall systemically provide written eligibility information to families, providers, and care managers regarding the issuance and/or termination of DCF/DCBHS Only eligibility.

The contractor shall also:

- Manually review Medicaid/NJ FamilyCare, DCF/DCBHS Only eligibility applications in order to determine eligibility for the DCBHS only coverage;
- Routinely issue DCF/DCBHS Only coverage within two (2) business days of the receipt of the material for review; and,
- Issue coverage by close of business (same day) if the request has been deemed urgent by DCF/DCBHS.

### **3.7 COORDINATING MEDICAL COVERAGE AND THIRD-PARTY LIABILITY**

In cases where the child, youth, young adult and their family/caregivers have private health insurance coverage the contractor shall coordinate benefits and third-party liability in order to ensure that State and Federal funds are used as the payers of last resort. The contractor shall submit a Cost Avoidance Plan. The Plan shall include at a minimum:

1. The method to coordinate benefits.
2. The method to determine the liability of third parties that are obligated to pay for covered services.

Communication of third party liability information including any known changes in, or addition to, health insurance information to the Medicaid Fiscal Agent, UNISYS and any appropriate parties identified by DCF/DCBHS.

The contractor shall authorize or provide access to services in those instances where it is not known if insurance coverage will pay for services. The contractor shall NOT deny service delivery pending written denial letters for covered services if the contractor is aware of a third party payer, but does not know whether the third party payer is liable for a particular service. The contractor shall assist the family to determine whether the third party payer is liable or not.

In the event DCF/DCBHS adopts a policy that requires contributions to the cost of care, the contractor shall provide a plan to address and process co-payments, deductibles and premiums from family/caregivers as required by such a policy.

### **3.8 FISCAL REQUIREMENTS AND ACCOUNTABILITY**

The Children's System of Care is funded through Federal and State sources. The State's ability to maximize the use of Federal and State funds to serve the population is a major component of the contractor function.

In support of the Children's System of Care's vision that the right services are provided to the right youth at the right time and in the right integrated service plan, it is vitally important that services be paid for at the correct level of need from the designated funding source. Because of this, the contractor shall ensure that all fiscal requirements are met and any changes in fiscal needs and circumstances are addressed quickly and appropriately.

In order to meet the fiscal requirement, the contractor shall provide a Fiscal Requirements and Accountability Plan that describes how the contractor will comply with the following:

1. The contractor shall send data to, receive data from, and utilize the data received from the State's Fiscal Agent, currently UNISYS. The contractor shall make any changes necessary to ensure all correct information is provided to the State Fiscal Agent and is responsible for ensuring this transfer is accurate and complete.
2. The contractor shall integrate with the State's Medicaid Management Information System (MMIS) and the Medicaid Enterprise Data Warehouse in accordance with the guidelines and principles specified in the Medicaid Information Technology Architecture (MITA) framework. When implemented, MITA is a business –driven enterprise architecture that employs service-oriented architecture, which seeks to ensure interoperability amongst the various state, federal and stakeholder systems that process or exchange Medicaid eligibility and claims data. The MITA framework will help establish a holistic view of services utilized by Medicaid beneficiaries through information-sharing across systems platforms. The interface methodology will be determined at the time of implementation.
3. The contractor shall provide crosswalk information that ties the Fiscal Agent's unique individual identifier to the contractor's unique individual identifier. This information must allow a one to one relationship between a contractor record and the Fiscal Agent record. This information is needed for fiscal projections and program integrity and accountability.
4. The contractor shall track eligibility, authorizations, and the actual utilization of services. The MIS shall provide data views for data mining, projections, and fiscal reports that are available nightly, weekly, and monthly (depending on the functional requirement). All information on the MIS must reflect the one to one relationship of children, youth, and young adults, to the authorizations, providers, service time spans, and other data elements as determined by DCF/DCBHS.
5. The contractor shall maintain and provide to DCF/DCBHS and the Fiscal Agent management reports and data views as needed. The contractor shall provide specially designed reports as needed by the Fiscal Agent.
6. The contractor shall retain historical Medicaid eligibility data to ensure that changes in Medicaid eligibility are traceable on the contractor's system.
7. Prior authorizations (PA) must be accurately transmitted by the contractor to the Fiscal Agent. The needs of the Fiscal Agent supersede those of the contractor, as the Fiscal Agent is the user of the PA information. The contractor shall provide accurate, timely and complete integration of data between the two systems that is essential for

operations. The PA transmittals by the contractor to the Fiscal Agent and acceptance by the Fiscal Agent shall allow all authorized services to be paid through the Fiscal Agent System.

8. The contractor shall ensure that PA data is available and matched to the prior authorization claims information held by the Fiscal Agent. This is essential for program integrity and accountability.
9. The contractor shall ensure that all authorizations for service comply with Medicaid and State policy, Federal regulations and policy, State law and any other governing law, regulation or policy, current and future. The contractor's authorization rules must maintain adherence to these laws, regulations and policy and the contractor shall make a good faith effort to prevent authorizing claims that violate laws, regulations or policies.
10. The contractor shall ensure that all outstanding PAs are canceled and superseded by newly authorized services when the need for services by a child, youth or young adult change. The contractor shall track and make every effort to prevent unnecessary utilization of services.
11. The contractor shall use a federal match hierarchy in the assignment of primary eligibility to a child, youth or young adult. This is a legal requirement and many Medicaid enrollees may be eligible for multiple services due to policy. Changes in eligibility must be communicated to providers in order to comply with the law and maximize accuracy of federal match.
12. The contractor shall generate and provide reports of program utilization by Medicaid enrollees by program. These reports are needed by DCF/DCBHS to obtain federal matching funds.
13. The contractor/Fiscal Agent interchange is exceedingly important, as it generates significant federal match revenue for the State. As a result, this interchange of data must be performed with 100% accuracy. The contractor shall report and fix any errors discovered in the data or in the interchange of data before the next payment cycle.
14. The contractor's records must be maintained and a program of regular data back ups must be instituted. Periodic full load updates to the data shall be provided (nightly, weekly, monthly) or as determined by the State. Back up data shall be available in order to facilitate the auditing of the contractor's operation. It is essential to maintain a historical record of transactions and changes in order to allow for issues tracking and investigations of performance.

### **3.9 CUSTOMER SERVICE AND CALL CENTER**

The DCF/DCBHS requires a service delivery model that provides a common single point of entry for all children, youth and young adults that require behavioral health services. The contractor shall provide a Customer Service and Call Center Plan that outlines how the requirements described below are met.

The contractor shall:

- Use service delivery practices in a manner that results in the child, youth or young adult and their family/caregivers receiving behavioral health services that are person and family-centered, timely, culturally relevant, and effective in reducing symptoms stemming



from behavioral health conditions, thus, maximizing functioning and improving the child, youth or young adult's quality of life;

- Operate in partnership with DCF/DCBHS and the community to ensure that service delivery operations and services result in the delivery of effective behavioral health services;
- Solicit routine input from stakeholders, including children, youth, young adults and their family/caregivers receiving services. This information shall be used by the contractor to discover and report on needed behavioral health delivery system improvements;
- Maintain a current inventory, updated on a quarterly basis, of New Jersey's provider network for all covered services that offer a choice of providers and a comprehensive array of behavioral health services to children, youth, young adults and their family/caregivers;
- Provide innovation in organizing and administering a behavioral health delivery system that meets the behavioral health service needs of children, youth and young adults. The contractor shall maintain flexibility in operations to respond to the changing needs of the children, youth, young adults and family/caregivers served, new legislative or regulatory mandates, DCF/DCBHS policies and initiatives, and other factors as new information and knowledge is obtained; and,
- Facilitate the delivery of services to children, youth and young adults that are easily accessible, timely, and effective as demonstrated by improvement on outcome measures; and deliver services with the explicit goal of assisting children, youth and young adults to achieve and maintain success in recovery, gainful employment, age-appropriate education, living in their own homes, self-sufficiency and meaningful community participation, and avoiding delinquency and criminality.

### **3.9.1 OPERATE A 24/7 BY 365 DAY CALL CENTER**

The contractor shall provide and maintain a 24/7 toll free (1-800) call center which provides information gathering and initial registration, and customer service telephone service for the DCF/DCBHS' Children's System of Care. The Call Center shall be accessible twenty-four (24) hours per day/seven (7) days per week. The contractor shall meet the following requirements:

1. The contractor shall transition the existing call center functions from the incumbent contractor, in a seamless manner and make the transition transparent and effortless to children, youth and young adults.
2. The contractor shall establish a Toll Free (1-800) number approved by the Commissioner of the Department of Children and Families (DCF) and the Director of the Division of Child Behavioral Health Services (DCBHS). Once established DCF shall own the rights to the toll free call center number. It is anticipated that this number will be transitioned from the incumbent contractor to a new contractor or to the State at the end of this contract term.
3. The contractor shall ensure that the toll free (1-800) number shall be publicized throughout New Jersey, and listed in the directory of all local telephone books.
4. Physical Location – The contractor shall physically locate the Call Center and Customer Service Unit in the State of New Jersey within a ten (10) mile radius of 222 South

Warren Street, Trenton, NJ. After hour Call Center services must also be performed at a site physically located in New Jersey.

5. Hours of Operation – The contractor shall ensure that Call Center functions required for facilitating service provision or crisis response must be available on a 24 hour, seven days per week basis.
6. Bilingual/Multi-Cultural Staff – The contractor shall have full time bilingual/multi cultural staff available during regular business hours physically located at the New Jersey site. After regular business hours a translation service shall be available. Bilingual/Multi Cultural Staff at a minimum, must represent English and Spanish and any other language spoken by five (5%) percent of the target population. See Section 1.2.6 and Attachment K for Population Demographics.
7. Translation Services – The contractor shall utilize a language line translation system for callers whose primary language is not English. This service shall be available 24/7/365.
8. Services for the Deaf – The contractor shall include a Telecommunication Device for the Deaf (TDD) and relay systems.
9. Emergency Service Authorization – The toll free telephone answering system shall also include a line for emergencies, clinical referrals and service authorization that is maintained twenty-four (24) hours per day, seven (7) days per week and staffed by the appropriate level of staff to review and authorize services.
10. Call Transfers – The Call Center shall handle program information calls and transfer callers to appropriate community resources, examples include, but are not limited to; Police, MRSS, DYFS, YCM, CMO or FSO. Emergency calls are transferred to a warm line (see glossary for definition).
11. Call Prompter – The Call Center shall utilize a Call Prompter Service. The call prompter service is a series of numbered selections. The caller shall respond by entering the number of the service they are requesting. The call prompter shall provide the caller the option to opt out or wait for the next available representative.
12. Voice Prompter (available in English and Spanish) – The Call Center shall utilize Voice Prompt Technology and provide the caller the option to opt out or wait for the next available representative.
13. Warm Line Transfers – In addition to an automated call prompting and transfer service, the Call Center shall connect the caller with a child and youth behavioral health professional trained to discuss the caller's needs and direct that caller to the appropriate program for further information. This transfer must be provided through a warm line transfer.
14. The contractor shall provide the capacity to listen to all calls, monitor and record conversations and store the data and make them available to DCF/DCBHS at any time.
15. The contractor shall provide live chat ability, to assist in triage.
16. The Call Center staff shall also:
  - a. Be customer focused and friendly at all times;
  - b. Be sensitive and assist with cultural and/or linguistic needs;

- c. Represent DCF/DCBHS to the calling public;
- d. Be able to discuss all DCF/DCBHS programs, and identify their main attributes;
- e. Direct callers to appropriate DCF/DCBHS or other State program website(s);
- f. Initiate dispute resolution processes and refer to appropriate staff;
- g. Answer and respond to email requests; and,
- h. Mail program literature and informational materials within one to two business days (via regular mail) depending on the urgency of the request.

### **3.9.2 CHILDREN ENTER THE SYSTEM OF CARE THROUGH VARIOUS POINTS**

Children are referred to the System of Care through various avenues; examples include, but may not be limited to:

- Direct calls from family/caregivers;
- Calls from local governments, schools, police;
- Various State agencies;
- Providers;
- Family Support Organizations (FSO);
- Care Management Organizations (CMO); and,
- Juvenile Justice Commission (JJC)

The contractor shall provide an open, seamless system of access regardless of where or how a child, youth or young adult enters the system. Children, youth and young adults shall not be discriminated against, in terms of service timeframes, authorization procedures, or service delivery options, based on how they entered into the system.

### **3.9.3 CALL CENTER PROCEDURES AND TRAINING**

The contractor's Call Center staff shall be responsible for the following:

- Identifying children, youth, young adults and family/caregivers with open DYFS cases and DYFS caseworkers who call. These families shall be transferred to the contractor's dedicated DYFS Customer Service Staff (NJ site) for services;
- Inquiring about, uncovering, and understanding all relevant facts regarding the situation that prompted the call, as well as to identify all potential service options. This requirement is to make clear that responsibility to understand the entire situation and to identify all potential service options rests with the contractor; the responsibility does not rest with the caller to explain the issues in "the right way" in order to achieve a desired outcome;
- Maintaining a current and comprehensive understanding of all DCF/DCBHS operational functions as well as be able to identify and work with DYFS families and caseworkers;
- Identifying special client needs, e.g., wheelchair and interpretive linguistic needs; and,
- Assuring appropriate linkages between Customer Service staff and Care Coordinators, including immediate transfer of clients in crisis to Care Coordinators.

The contractor shall develop initial and ongoing training programs to ensure that Call Center staff meets these obligations. Those training programs, the associated curricula, the method of delivery (e.g., in person, computer-based, etc.) and any other relevant materials (e.g., job aides, written guides, etc.) are subject to the review and approval of DCF/DCBHS before training

delivery commences. DCF/DCBHS may also, in its sole discretion, attend and participate in any training conducted by the contractor. (See Section 3.4 for more details)

### **3.9.4 CALL CENTER INFORMATION TECHNOLOGY REQUIREMENTS**

Call volume tracking statistics shall be maintained by the contractor and made available to DCF/DCBHS on established intervals (such as weekly or monthly) as required by the Director of DCBHS, or as directed by the DCBHS Contract Manager or designee.

The contractor shall install and maintain an automated call distribution and call reporting system that, at minimum, records and aggregates the following information, on the half hour, hourly, daily, weekly, and monthly basis, as determined by DCF/DCBHS, for the Call Center as a whole and for individual operators:

- Total number of incoming calls;
- Total time each operator is available (signed on to the system);
- Number of answered calls by individual staff;
- Number of calls received for intake or direct services for child(ren) for OOH treatment;
- Number of calls by type of caller, (e.g. provider, family member, State agency, etc. ;
- Average call wait time;
- Percentage of calls answered in under two (2) minutes;
- Average talk time;
- Number of calls placed on hold and the length of time on hold;
- Number of abandoned calls and length of time until call is abandoned;
- Number of outbound calls;
- Number of direct dial calls received by operator;
- Number of outbound calls made by operator (this shall help track transfers, and if number of outbound calls exceeds incoming calls received by an operator this information will assist in managing potential abuse of the phone system);
- Number of available operators by time;
- Actual and average busy time by operator;
- On line forms which include the capability to allow the users to populate forms online as well as telephonically and/or by fax;
- Number of calls pertaining to children, youth and young adults already involved with the DYFS system; and,
- DYFS placement status or DYFS involvement status.

In its discretion, DCF/DCBHS may require the contractor to produce additional data reporting regarding the call center operations.

### **3.9.5 STAFFING**

Staffing levels for the Call Center must be based on industry standards based on call volume and must be sufficient to ensure that the contractor complies with the call center performance standards included in this RFP. The contractor shall provide a Call Center staffing matrix based on Call Center Volume statistics that successfully achieves the call center performance standards, which must be approved by DCF/DCBHS.

#### Call Center Volume Statistics as of Dec 2007

<b>Incoming Calls</b>	<b>2007 YTD Daily Average</b>	<b>2008 Projected Daily Average (14% increase)</b>
Client/Provider Representative fielded calls	554	631
Care Coordinator fielded calls	173	197
Out of Home Treatment - Care Coordinator fielded calls	48	55
After-hours Calls (10 pm – 8 am weekdays, weekends, and holidays)	19	22
<b>Total</b>	<b>794</b>	<b>905</b>

#### **3.9.6 CUSTOMER SERVICE**

The contractor shall develop, implement, and maintain a customer service function that is responsive to individuals, children, youth, young adults, family/caregivers and stakeholders.

In addition, the contractor shall develop a distinct customer service function that is responsive to the unique service needs of children, youth, young adults and their family/caregivers (including birth, foster, guardian and kinship families) involved in the DYFS system and that is responsive to the needs of the DYFS system (e.g. workers and supervisors or staff).

The contractor shall provide a customer service function that at a minimum shall provide the following:

- Coordinate the customer Call Center function allowing staff to respond to inquiries twenty-four (24) hours per day, seven (7) days a week;
- Assist and triage callers who may be in crisis by effectuating an immediate transfer to a care manager. The call shall be answered immediately (within ten (10) seconds) and only transferred to a warm line;
- Respond to individuals with limited English proficiency through the use of bi-lingual/multi cultural staff or language assistance services. Bilingual/Multi cultural staff at a minimum, must represent English and Spanish and any other language spoken by five (5%) percent of the target population. See Section 1.2.6 for Population Demographics and Attachment K for NJ Demographics;
- Provide general information and orientation regarding all aspects of the program and operations;

- Mail out (via regular mail) DCF/DCBHS approved program literature and informational materials at the caller request. This information shall be mailed within one (1) to two (2) business days depending on the urgency of the request;
- Customer Service shall interact with callers in a courteous, respectful, polite, and engaging manner, and shall respond to inquiries and concerns from children, youth, young adults and their family/caregivers, and stakeholders in a timely manner;
- Provide a customer service approach that ensures working with children, youth, young adults and their family/caregivers and/or their DYFS caseworker to establish program eligibility;
- Provide a referral process that assists with referrals to all available statewide programs and resources for the target populations and assist children, youth, young adults and their family/caregivers with scheduling appointments;
- Respect the caller's privacy during all communications and calls. (Refer to HIPAA Requirements. More information on HIPAA requirements can be found at <http://www.hhs.gov/ocr/hipaa/>)
- Assist children, youth, young adults and their family/caregivers in telephonically connecting with the agency or other party to which a child, youth or young adult is referred through a warm transfer;
- Work with children, youth, young adults and their family/caregivers to establish eligibility for other supportive services, such as, but not limited to Medicaid and community organizations;
- Assist and inform children, youth, young adults and their family/caregivers about required eligibility documents and/or obtaining such documentation;
- Triage all calls to the appropriate staff and/or agencies;
- Document complaints and triage grievances, reconsiderations, appeals and quality of care issues in accordance with the protocol as set forth in this RFP. See Section 3.14 – Complaints, Reconsiderations and Appeals;
- Assist providers and DYFS case workers with issues and concerns regarding service referrals, authorizations, payments, training or other relevant inquiries regarding service provision, eligibility or payment;
- Refer callers within approved timeframes to the appropriate contractor staff, State agency or community provider;
- Provide general assistance and information to families seeking an understanding of how to access care in either the private or public sector for their children, youth or young adults with emotional and/or behavioral challenges (e.g. how to get an evaluation for a child). Provide information to families about resources available through the Family Support Organizations (FSO); and,
- Facilitate access to information on available service requirements and benefits.

### **3.9.7 CALL CENTER AND CUSTOMER SERVICE PERFORMANCE STANDARDS**

The contractor shall meet the following performance standards for the operation of the Call Center and Customer Service function. See Attachment L for additional Performance Standards. The contractor shall:

- Ensure children, youth, young adults and family/caregivers can access the Customer Service Unit 24/7 through a toll free telephone answering system that shall respond in person within 30 seconds;
- Complete on-line registration form and screening within five (5) minutes of call;
- Complete the registration process within 24 hours;
- Ensure that emergency calls are expedited immediately (within ten (10) seconds) for clinical triage and appropriate referral;
- Call Center abandonment rates shall not exceed one (1) percent (1%) of all calls within the queue and 5 percent (5%) of all emergency calls contained within the queue. The percentage of abandoned calls shall be measured daily;
- Call Center average speeds to answer all calls shall not exceed 30 seconds;
- Waiting times within the queue shall not exceed three (3) minutes;
- Call coaching (call monitoring) shall be conducted on a regular basis for quality assurance purposes on each operator randomly, a minimum between two (2) and five (5) hours per week and not all during the same shift;
- Call coaching results shall be recorded on a standard form and reported to DCF/DCBHS weekly during the first six months and monthly thereafter (unless otherwise directed by DCF/DCBHS);
- DCF/DCBHS staff shall be given the opportunity to remotely monitor live calls on a random basis without notification to the contractor;
- Verify Medicaid status for all children, youth and young adults;
- Properly execute eligibility matching with Division of Medical Assistance and Health Services for at least ninety eight percent (98%) of records; and,
- Respond to all customer service e-mails within 72 hours of receipt. Resolve routine issues within 72 hours. All other issues must be resolved within five (5) business days.

Examples of routine issues: An authorization did not get into the system.  
The eligibility number was entered wrong.  
A user cannot log onto the system.

### **3.9.8 CUSTOMER SERVICE HELP DESK**

As part of the Customer Service Function, the contractor shall establish and staff an automated customer service help desk process to screen, register, respond and track problems, complaints and/or follow-up questions that are received from children, youth, young adults, family/caregivers,

State agencies and/or providers. The automated Customer Service Help Desk will provide a repository and monitoring tool for registering and tracking all problems, complaints and questions.

The contractor shall provide an automated help desk tracking system that shall allow Customer Services staff to log in problems/inquiries and assign an identification/ticket number to each problem/inquires so that the resolution status can be tracked and reports can be issued.

The contractor shall provide procedures for customer service help desk management, problem escalation, and problem resolution, including the timeframes for responding to help desk requests. Procedures must address the following factors:

- Problem logging;
- Assign a problem ticket number;
- Assignment of priority;
- Problem escalation procedures;
- Problem resolution;
- Response times; and,
- Ability to search through previous problems to find resolutions for new problems.

These procedures are subject to the review and approval of DCF/DCBHS prior to implementation.

The Customer Service Help Desk must be sufficiently staffed and provide support during normal business hours. (Hours of operation are 8:00 am to 6:00 pm Monday through Friday).

### **3.9.9 CUSTOMER SERVICE HELP DESK RESPONSE TIME STANDARDS**

<b>Severity Code</b>	<b>Business Hours for Support</b>	<b>Expected Response Time</b>	<b>Expected Resolution Time</b>
1. <b>Critical</b> - Problem affects the emergent delivery of a clinically necessary treatment of a condition that requires immediate attention in order to prevent deterioration or harm to a child or adolescent but is not life-threatening. All life-threatening calls must be referred to police, emergency services 911 immediately.	24 X 7	30 seconds	1 hour
2. <b>Moderate</b> - Problem affects Initial service authorization determinations as well as continuation of care decisions for routine care.	8 AM - 6 PM Monday-Friday	4 hours	5 days
3. <b>Low</b> – Problem has no direct effect on providing clinical care to the child or adolescents.	8 AM - 6 PM Monday-Friday	8 hours	7 days



### **3.9.10 WEBSITE**

The contractor shall develop and maintain a customized website that provides on-line access to general customer service information. The contractor shall organize the website to allow for easy access of information by children, youth, young adults, family/caregivers, providers, stakeholders, and the general public in compliance with Section 508. All content appearing on the website shall be approved by DCF/DCBHS and shall be consistent with DCF and DCBHS program policies

The contractor shall include on the website, at a minimum, the following information or links:

- Call Center Telephone Number;
- Customer service contact information, including e-mails;
- Eligibility information;
- Hours of operations;
- Crisis Response Information;
- Information on how to access behavioral health services, including crisis contact information;
- Toll-free crisis telephone numbers;
- Information regarding community forums, volunteer activities and workgroups/committees that provide opportunities for children, youth and young adults receiving services, family/caregivers, providers, and stakeholders to become involved;
- Information regarding advocacy organizations, including how children, youth, young adults and other family/caregiver members may access advocacy services;
- A hyperlink to the DCF/DCBHS Behavioral Health Services website;
- Instructions on how to file a complaint, reconsideration or appeal;
- Instructions on how to report suspected provider fraud and abuse. Information can be found at: [www.dcf.state.nj.us](http://www.dcf.state.nj.us); and,
- Any other documents as required by the DCF/DCBHS.

The website must also utilize a dynamic database that allows communication between applications so that when a document is updated in one application, related information shall be updated in other applications. (See MIS Section 3.16 for more details).

### **3.9.11 MEMBER RECIPIENT INFORMATION**

The contractor shall develop, distribute and post to the website (when appropriate) member information and instructional materials to children, youth, young adults and their family/caregivers that are in easily understood language and format that is written at a State stipulated reading level. Regardless of the format chosen, the member information must be printed in a type, style and size that can be easily read by children, youth, young adult and their family/caregivers with varying degrees of visual impairment or limited reading proficiency. The contractor shall notify children, youth, young adults and their family/caregivers enrolled in the Children's System of Care

in writing that alternative formats are available and how to access them. The contractor shall review all informational materials intended for distribution to children, youth, young adults and their family/caregivers throughout the contract transition and implementation period and obtain DCF/DCBHS approval prior to distribution at least thirty (30) days prior to the contract start date.

When a language other than English is spoken by one thousand (1,000) or five percent (5%), whichever is less, of children, youth, young adults and their family/caregivers in New Jersey that also have Limited English Proficiency (LEP), the contractor shall translate all vital material into that language. At a minimum, vital material includes Notices of Action, consent forms, communications requiring a response from the child, youth, young adult and their family/caregivers, and all reconsiderations and requests for State fair hearing information. See Attachment K – NJ Demographics.

For other non vital generally provided materials the contractor shall translate materials into a language when that language is spoken by three thousand (3,000) individuals or ten percent (10%), whichever is less, of children, youth, young adults and their family/caregivers in New Jersey that also have LEP. See Attachment K – NJ Demographics.

The contractor shall provide children, youth, young adults and their family/caregivers receiving services through DCF/DCBHS with written notice of significant changes related to member rights, advance directives, grievances, reconsiderations or State fair hearings at least thirty (30) days in advance of the intended effective date. The cost of postage shall be included in the contract price. No extra payment shall be made to the contractor for postage.

The contractor shall make oral interpretation services available free of charge to all children, youth, young adults and their family/caregivers, including all non-English languages not just those that the contractor identifies as prevalent as set forth above.

### **3.9.12 MEMBER HANDBOOK**

The contractor shall develop, distribute and post to the website a Member Handbook that provides information to all children, youth, young adults and their family/caregivers. That handbook is known as the Member Handbook. The Member Handbook augments the DCF/DCBHS Member Handbook template in both English and Spanish, with contractor-specific information. The contractor shall obtain DCF/DCBHS approval prior to publishing the Member Handbook. The contractor shall distribute the Member Handbook to each newly enrolled child, youth, young adult and their family/caregivers within ten (10) days of the child, youth, or young adult being registered with the contractor or first receiving a covered behavioral health service, whichever is earlier. The contractor shall publish the Member Handbook on the contractor's website. Unless otherwise instructed by DCF/DCBHS, the contractor shall distribute the Member Handbook to children, youth, young adults and their family/caregivers, as well as CMOs, MRSS, FSOs and other system partners at least thirty (30) days prior to the contract start date.

The contractor shall review the Member Handbook at least annually and distribute an updated Member Handbook to each child, youth, young adult and their family/caregivers, CMOs, MRSS, FSO and other system partners on or before August 1<sup>st</sup> of each year. The contractor shall update the Member Handbook and submit the updated Member Handbook to DCF/DCBHS within thirty (30) days of receiving changes made to the DCF/DCBHS Member Handbook Template. If the contractor makes changes to the Member Handbook at a time other than the annual update; the contractor shall timely distribute the updated Member Handbook to each child, youth, young adult and their family/caregivers and include documentation of the Handbook's distribution in the child, youth or young adult's medical record.

### **3.9.13 WRITTEN NOTICES**

The contractor shall provide to children, youth, young adults and their family/caregivers and/or providers any of the following:

- Notices of Action and Notices of Decision which must be delivered in compliance with the language, time frame, and content requirements in Federal and State law and this Contract;
- When DCF/DCBHS terminates a contract, provider agreement, or suspends or terminates referrals with a qualified service provider, the contractor shall deliver written notice of termination within fifteen (15) days of receipt or issuance of the termination notice by DCF/DCBHS to each child, youth, young adult and family/caregiver that received behavioral health services from or was seen on a regular basis by the terminated provider, and in these instances, the contractor shall provide an alternative provider contact information to the child, youth, young adult and their family/caregiver at the time of notice of termination of a terminated provider;
- When there are DCF/DCBHS program changes, written notification shall be provided to the affected persons at least thirty (30) days before implementation of the changes; and,
- Newsletters, policy advice and any other DCF/DCBHS materials determined to require distribution.

### **3.9.14 COMMUNICATIONS WITH FAMILY MEMBERS**

At a minimum, the contractor shall provide children, youth, young adults and their family/caregivers with written materials and web-postings that contain the following information:

- The values and goals of the Children's System of Care;
- Where and how to access behavioral health services, provider information including emergency or crisis services and a description of covered behavioral health services and of key Children's System of Care components, (e.g. role of the contractor, CMO and FSO);
- Family/caregiver's role in the assessment, treatment, and support for children, youth and young adults with an emphasis on family, child, youth and young adult engagement, strengths and resilience;
- Generic information on the treatment of behavioral health conditions and principles of family, child, youth and young adult's engagement, resilience, strength based practice and best/proven practices;
- Any limitations in involving family/caregivers or providing information for adult persons who do not want information shared with family members, including age(s) of consent for behavioral health and substance abuse treatment;
- The contractor's customer service telephone number; and,
- How to identify and contact a child, youth or young adult's care coordinator or care manager.

### **3.9.15 INFORMATION DISSEMINATION**

The contractor shall timely and accurately disseminate and communicate information required by DCF/DCBHS as needed. Upon request, the contractor shall assist DCF/DCBHS in the dissemination of information to children, youth, young adults and their family/caregivers prepared by the Federal government, DCF/DCBHS, or other State and federal agencies. The contractor shall pay for the cost to disseminate and communicate information. The contractor shall submit all children, youth, young adults and family/caregivers informational materials to DCF/DCBHS for approval prior to distribution. At a minimum, the contractor shall distribute information to the following groups: children, youth, young adults, family/caregivers, service providers, community stakeholders, and State agencies and update the information as needed.

In all advertisements, publications, and printed materials that are produced by the contractor and that refer to the New Jersey Child Behavioral Health Program, shall state that the contractor is the Contracted System Administrator for the Division of Child Behavioral Health Services, Department of Children and Families. In all communications with the public while acting in accordance with this contract the contractor shall identify itself as the Contracted System Administrator for the Division of Child Behavioral Health Services, Department of Children and Families.

### **3.10 MANAGEMENT OF CARE**

#### **3.10.1 UTILIZATION MANAGEMENT**

Utilization Management (UM), as described in this RFP, is intended to support the Children's System of Care vision that the right services are provided to the right youth at the right time, as part of an integrated service plan. The contractor shall provide a Utilization Management Plan that describes how the contractor will provide a broad range of UM functionality across individualized plans of care as well as across systems partners. UM shall include such functions as approving and authorizing plans of care and assisting in the development and coordination of plans of care for children, youth and young adults who are not receiving care management/case management assistance through other designated components of the Children's System of Care. UM shall also include PA, authorization for continued services and discharge authorization. The contractor shall provide UM functions to ensure that plans of care meet the needs and draw on the strengths of the child, youth, young adult and their family/caregivers and are consistent with DCF/DCBHS policies regarding the design, provision and clinical or social necessity of the services included in the plan. The contractor shall use information from the UM system to assist DCF/DCBHS to improve the quality of care across the behavioral health delivery system.

The contractor shall ensure appropriate management of utilization in accordance with DCF/DCBHS established clinical guidelines for access to care. The contractor shall establish such processes and internal controls to meet all DCF/DCBHS requirements for managing utilization of any particular covered service or services generally. All clinical guidelines for service authorization shall be clear, published and available to all children, youth, young adults, family/caregivers and systems partners accessing services.

The contractor shall provide a UM process that begins at the initial point of entry into the program and continues throughout the duration of care as determined by children, youth, young adults and their family/caregivers needs and strengths.

The contractor shall annually, no later than January 30th, provide an updated UM Plan. The plan shall be specific and include quantitative and qualitative measures of performance, along with quarterly and annual targets for performance. Plans shall be subject to review and acceptance by DCF/DCBHS prior to implementation.

The contractor's UM Plan shall, at a minimum, consist of a plan for ensuring timely, appropriate and responsive decision making regarding the following:

- Initial assessment for need for services;
- Level of service and authorization decisions made in accordance with DCF/DCBHS guidelines, policy and clinical criteria including a comparison of actual decisions to DCF/DCBHS established algorithms for referral;
- Continued stay reviews ensuring services are delivered for appropriate lengths of time and treatment goals are being attained or appropriate adjustments to treatment plans are being made to address areas of continued need;
- Identifying positive outcomes in referred services; and,
- Ensuring all decisions for referral and services are made in a manner that shall maximize positive outcomes for children, youth, young adults and their family/caregivers.

### **3.10.2 UTILIZATION MANAGEMENT (UM) REQUIREMENTS**

The contractor shall comply with the following requirements related to UM:

1. The contractor shall comply with Federal utilization control requirements, including the certification of need and recertification of need for continued stay in Psychiatric Residential Treatment Facilities. The contractor shall work with DCF/DCBHS to review and revise the clinical criteria and utilization controls at regular intervals or as DCF/DCBHS directs.
2. The contractor shall implement the DCF/DCBHS definition of medically necessary covered behavioral health services and the DCF/DCBHS levels of need in all UM programs. This shall include the utilization of the DCF Information Management and Decision Support (IMDS) standardized assessment tools to establish appropriate level of need for each child, youth or young adult accessing care. The contractor shall report on assessed level of need according to the IMDS tools and level of need determinations on a monthly basis to demonstrate any divergence between assessed level of need and level of need determined by the contractor.
3. The contractor shall review and approve all treatment plans as defined in #12 below.
4. The contractor shall ensure that service authorizations allow for access to services at a lower level of need than assessed need, so that access to less intensive care does not require additional review and authorization.
5. The contractor shall carry out DCF/DCBHS established limits on service delivery applying criteria developed or established by DCF/DCBHS, such as medical necessity, or for utilization control. Alternative services delivered shall be appropriate to the needs of the child, youth or young adult and be reasonably expected to achieve their purpose.
6. The contractor shall not deny a required service solely because of the child, youth or young adult's diagnosis, type of illness, or condition. Instead, the contractor shall determine appropriateness of service based upon a holistic and individualized assessment of a child, youth or young adult's strengths and needs.

7. The contractor shall provide Outlier Management (OM) as set forth in Section 3.10.3 below.
8. The contractor shall collaborate with DCF/DCBHS to develop and implement processes, based in part on encounter data and other available appropriate information, that monitor for under and over utilization of services at all levels of care, including monitoring utilization of services by demographics and special populations. (e.g. special DYFS populations). The contractor shall review utilization data to assure services are being provided in a manner consistent with the principles and values of the New Jersey Children's System of Care.
9. When the contractor detects over or under-utilization of services, the contractor shall report it to and develop and implement strategies to bring utilization to the expected level.
10. The contractor shall develop and maintain processes to track and monitor children, youth and young adult's cumulative service utilization to ensure Title XIX and Title XXI reimbursement is not made beyond any current or future service limitations.
11. The contractor shall provide all DCF/DCBHS designated care coordination entities including CMOs, YCMs, UCMs, and MRSSs with technical assistance regarding UM techniques to ensure appropriate service utilization in the access and brokering of services by those entities.
12. The contractor shall provide a process that allows for periodic review of the treatment plans and review of progress made and allows for changes in the treatment plan based on progress information. The process shall ensure flexibility in the ability to authorize the appropriate level of need services to reflect the progress on the treatment plan.

### **3.10.3 OUTLIER MANAGEMENT**

As part of the contract transition and implementation the contractor shall provide an Outlier Management Plan. The plan shall describe how the contractor shall provide an automated system for identifying and managing outlying service utilization. The system shall use service utilization data to identify child, youth or young adult who are a predetermined number of standard deviations above or below the mean for service utilization in the particular service category or for the array of strengths and needs. Outlier Management shall consider to the extent possible the entire service plan for the child, youth or young adult.

The goal of the Outlier Management is to identify children, youth or young adults who may be under or over utilizing services. This data shall be used to ensure effective and efficient service delivery.

As outliers are identified, protocol driven analysis shall determine whether the utilization is problematic and in need of intervention.

Specific Outlier Management activities shall include:

1. Identifying statistical, programmatic and clinical outliers utilizing the outlier management database and established DCF/DCBHS approved protocols.
2. Under the direction of DCF/DCBHS, develop action plans jointly with care managers and relevant providers to address the outliers when required.

3. Under the direction of DCF/DCBHS, provide or arrange onsite reviews/consultation for unresolved outlier management issues and subsequently provide final recommendations based on the outcome of the site review.

#### **3.10.4 UTILIZATION MANAGEMENT SERVICES**

Under the direction of DCF/DCBHS the contractor shall manage or assist in managing utilization of services available under the Children's System of Care. Those services include, but are not limited to:

- Evaluation & Diagnostic Services;
- Multi-System Assessment;
- Care Management/Care Coordination;
- Mobile Response and Stabilization Management Services;
- Stabilization Management Beds;
- OOH Residential Treatment Settings;
- Treatment Homes and Specialty Services;
- Individual, Group and Family Therapy in an office or a clinic setting;
- Medication Management/Monitoring;
- Partial Care;
- Partial Hospitalization;
- Intensive In-Community Services;
- Behavioral Assistance;
- Family Support Organization Services, including peer to peer support, and youth partnership services; and,
- Other individualized supports through available flexible funds and wrap-around services (YCM).

Except for those services explicitly exempted by DCF/DCBHS, the contractor shall establish service authorization mechanisms, including an appropriate PA, to effectively manage all covered services. In addition to authorization services, the contractor shall engage in concurrent and retrospective reviews of utilization to ensure services are appropriately utilized in accordance with DCF/DCBHS policy, guidelines and clinical criteria mechanisms. The core goal of ensuring that children, youth and young adults access the right level of need services, duration and scope at the right time. Concurrent reviews shall take place regularly to meet this goal, and retrospective reviews shall take place no less than quarterly and the results of these reviews shall be provided to DCF/DCBHS within a determined timeframe established by DCF/DCBHS.

#### **3.10.5 UTILIZATION MANAGEMENT FOR OUT-OF-HOME TREATMENT SETTINGS**

As part of the Utilization Management Plan the contractor shall describe how the contractor will provide a UM system for accessing and monitoring OOH treatment settings. The contractor shall provide a system for managing and tracking the referral, admission, continued stay and discharge of children, youth or young adults in OOH treatment facilities. The system must utilize real-time information technology to track referrals, vacancies, admissions, discharges and length of stay in all OOH treatment settings. At a minimum the system must:

1. Establish processes that assure OOH treatment is pursued only when clinically indicated and when community based options, attempted and explored, do not adequately serve the child, youth, young adult and their family/caregivers.
2. Minimize the time required to admit a child, youth or young adult to an OOH treatment setting after a level of need determination has been made.

3. Support DCF/DCBHS' goal to get the right child, youth or young adult into the right array of services and supports at the right time.
4. Provide an automated real time process that allows OOH treatment providers and DCF/DCBHS the ability to monitor bed allocations and utilization status. At a minimum that system must track the following: total number of beds by Medicaid number, and provider site, number of admitted children, youth and young adults, number of scheduled and/or accepted children for admission, youth and young adults accepted into the treatment setting, number of cases under review by a provider, number of projected vacancies and number of vacant beds.
5. Provide an automated process for authorizing, admitting and reviewing the care of children, youth and young adults admitted to a DCF/DCBHS approved and contracted OOH treatment settings. At a minimum, the automated process must allow providers the ability to actively manage their resources and promptly admit a child, youth or young adult into the treatment setting as well as make necessary corrections/changes to the system, if needed.

An example of the current Bed Tracking Manual and Module can be seen in Attachment C.

### **3.10.6 ADMINISTRATIVE REQUIREMENTS FOR UTILIZATION MANAGEMENT: TIMEFRAMES FOR SERVICE AUTHORIZATION DETERMINATIONS**

1. The contractor shall comply with the following requirements and timeframes apply to all service authorization determinations:

Emergent Care Service Determinations. Emergent care is defined as clinically necessary treatment of a condition that requires immediate attention in order to prevent deterioration or harm to a child, youth or young adult but is not life-threatening. Decisions regarding the need for emergent access to services shall be made within one (1) hour of the request.

Routine Care Determinations. Initial service authorization determinations as well as continuation of care decisions for routine care shall be made within five (5) working days after receiving a service request with all of the relevant information.

Untimely Authorizations. If services are not authorized within the above time periods, the service shall not be considered to be authorized, and DCF shall not be responsible for payment until the request is evaluated and a decision by DCF/DCBHS is rendered. Failure to timely authorize services shall subject the contractor to liquidated damages as set forth in this RFP.

2. DCF/DCBHS may designate some services that shall be initially authorized without contractor review. In these instances, DCF/DCBHS may request a post utilization review process and contractor recommendations regarding these services. These services include outpatient, office-based and other low intensity services.

### **3.10.7 ADMINISTRATIVE REQUIREMENTS FOR UTILIZATION MANAGEMENT: STAFFING**

The contractor shall ensure that all staff involved in reviewing or evaluating information for service planning, authorization or other UM functions meets the following minimum qualifications:

1. Be clinically licensed as an Advance Practice Nurse with a specialty in mental health or child, youth or young adult services, a licensed clinical social worker, a licensed family



and marriage therapist, a licensed professional counselor, or a licensed psychologist or licensed psychiatrist.

2. Have a minimum of two years experience in children's mental health, DYFS, juvenile justice or a related public sector human services or behavioral healthcare field, providing community-based services to children, youth and young adults and their family/caregivers.
3. Have background and experience in one or more of the following areas of expertise: family systems; community systems and resources; case management; child and family counseling/therapy; child protection; child development.
4. Be clinically and culturally competent/responsive with training and experience necessary to manage complex cases in the community across child serving systems.
6. Be trained to screen and assess crisis or emergency calls and assess the caller's degree of acuity/severity and clinical necessity for treatment based on DCF/DCBHS approved criteria.
7. Be trained in the values, principles, goals and the organization of the Child Behavioral Health System in NJ, including roles played by partner agencies, such as DYFS. Training will be provided by DCF/DCBHS.
8. Ensure one bilingual/multi-cultural Care Coordinator is available on site, is well versed in the language and culture of the population needing service whenever feasible in order to minimize reliance on interpreter services. (See Attachment K for NJ Demographics)

### **3.10.8 ADMINISTRATIVE REQUIREMENTS FOR UTILIZATION MANAGEMENT: SERVICE DENIALS, REDUCTIONS, AND TERMINATIONS**

1. All UM decisions shall be made in the context of overall service planning objectives, and shall be made by the contractor clinical staff in consultation (verbal and written) with the family/caregivers and involved child-serving systems. A verbal and written notice of all decisions to authorize, terminate, reduce, suspend, modify or deny services shall be provided to enrollees within three (3) calendar days of the decision.
2. Denials, reductions or terminations of services shall be made prospectively, in timeframes consistent with DCF/DCBHS policies and procedures. Copies of policies, procedures and business rules will be provided to the contractor by DCF/DCBHS. Retroactive denial, reduction or termination is prohibited.
3. A board certified or board eligible child psychiatrist shall be the only contractor staff to make denials, reductions or terminations of inpatient services, alternatives to inpatient services, and medication monitoring. However, other licensed clinical care coordinators or other qualified practitioners may make denial, reduction or termination decisions for other types of services.
4. Notice of Action. The contractor shall authorize, terminate, reduce, suspend, modify or deny service requests, and shall provide verbal and written notification to the child, youth, young adult and his or her family/caregivers, and the DCF/DCBHS designated care coordination entity, if the child, youth or young adult is enrolled with such an entity. The notice shall be a standardized format, issued at the time the authorization data for the UNISYS MMIS Fiscal Agent is prepared, and the format shall have prior approval of the DCF/DCBHS. The form shall be sent to the child, youth, young adult and their

family/caregivers or other authorized party, the provider, and the DCF/DCBHS designated care coordination entity, if applicable, and shall contain, at a minimum, the following information.

- a. The effective date of the determination;
- b. The reason for the determination;
- c. Alternative treatments available;
- d. The name, address, and telephone number of the provider, the name, address and telephone number for obtaining information on legal service organizations for representation, and the name, address and telephone number of the local Family Support Organization;
- e. Notice of appeal rights, and instructions on how to initiate an appeal, including time frames and the right to be represented by legal counsel;
- f. Notice of the availability, upon request, of the clinical necessity criteria relied upon to make the determination;
- g. Explanation that services shall continue once an appeal is filed; and,
- h. In addition to written notification, the contractor shall telephone the child, youth, young adult or other authorized person to ensure the child, youth, young adult or authorized person fully understands the basis for the determination and the information contained in the written notification.

5. Complaints, Reconsiderations and Appeals - Determination of care decisions shall be handled in accordance with Section 3.14. The contractor shall establish policies and procedures approved by DCF/DCBHS and in accordance with State policies and procedures, to govern the processing of all complaints, reconsiderations and appeals of the contractor's determination of care decisions. The contractor shall also provide appropriate documentation, testimony and consultant as needed.

### **3.10.9 INFORMATION TECHNOLOGY REQUIREMENTS FOR SERVICE AUTHORIZATION**

The contractor shall provide the following automated processes:

1. A standardized method of collecting service data that supports comparison across the provider networks and the analysis of clinical practice i.e., definitions of services, units of measure regarding time and frequency and the format for data collection.
2. Utilization records for all authorizations by service type, units, and duration.
3. Reports of authorized services for which claims have not been received.
4. Written notification to family/caregivers and providers of authorization decisions.

### **3.10.10 TREATMENT PLANS**

From January 1, 2007 to December 31, 2007 there were approximately 90,000 treatment plans and reviews completed. These plans consisted of initial service plans, continued authorization plans, and discharge plans for CMO/YCM and mobile response, intensive in community service

plans, partial hospitalization and out-of-home treatment plans. The statistics above are provided to the contractor for planning purposes only.

### **3.11 CARE COORDINATION**

The contractor shall provide a Care Coordination Plan. The plan shall describe how the contractor will develop and maintain a care coordination system that ensures covered services are available and accessible to children, youth and young adults when and where the individual needs them. The contractor shall use information from the care coordination system to improve the quality of care across the behavioral health delivery system. The contractor shall provide access to services for children, youth and young adults who are not involved with a DFC/DCBHS designated case management entity. The contractor shall include the following specific elements in its care coordination system:

1. Referral of children, youth or young adults to the appropriate service provider based upon the assessed level of need. The contractor shall offer the child, youth or young adult and their family/caregivers accessing services a choice of providers (minimum of 3 providers) and sufficient information to make an informed decision regarding the provider they choose.
2. An on-line provider database that contains demographic information as well as treatment specialties. The database shall be updated no less often than quarterly. (See Section 3.15 - Support for Network Development)
3. Identification of children, youth or young adults who are in need of more intensive monitoring and support or that have high-level needs that have not been adequately addressed. The contractor shall provide or arrange for intensive monitoring for individuals identified as at risk for higher levels of need or frequent crisis at levels required by this contract.
4. Improvement in the coordination of services throughout the behavioral health delivery system, especially for complex cases, by facilitating discharge planning, providing case management agencies with technical assistance regarding best practices or other quality of care issues, and coordinating with DCF/DCBHS designee, County and State agencies, and the general medical system. The contractor shall engage in such coordination for priority populations as established by DCF/DCBHS, including but not limited to, children, youth or young adults in out-of-state placements, children, youth or young adults awaiting behavioral health services in the juvenile detention center, children, youth or young adults awaiting behavioral health services in a secure inpatient unit, and children, youth or young adults involved with the DYFS system.
5. Prior to authorizing the continuation of any covered service, review of the Individual Service Plan (ISP) to: a) confirm timely development, b) assess the adequacy and quality of care, and c) confirm that the child, youth, young adults, family/caregivers, all providers, and stakeholders are included in service planning.
6. Consultation with case management entities and service providers to address issues of consistency with established clinical guidelines or to request changes in treatment plans to address a child, youth or young adult's unmet service or treatment needs that limit progress toward treatment and quality of life goals. The contractor shall integrate the IMDS standardized assessment tools to ensure that treatment goals are consistent with identified areas of needs and strengths in the tools and that service delivery results in improvement in functioning as demonstrated by improvement in needs on the IMDS assessments.

### **3.11.1 CARE COORDINATION REQUIREMENTS WITH THE COURTS, PROBATION AND/OR THE JUVENILE JUSTICE COMMISSION (JJC)**

The contractor shall develop specialized processes for care coordination and UM for children, youth and young adults involved with the Courts, Probation and the JJC. These processes shall foster intersystem communication and the timely exchange of relevant information, including comprehensive assessments, to ensure access to specialized services and the efficacy of joint planning for children, youth, young adults and their family/caregivers involved with the Court as set forth in the Memorandum of Understanding (MOU). Specialized UM and care coordination processes for court-involved children, youth or young adults shall take into account timeframes established by Federal and State statutes and by the courts, as well as best practices, with respect to service access, utilization and coordination of care.

(See definition of the Juvenile Justice System - Section 2.0 and the JJC MOU - Attachment I).

### **3.11.2 CARE COORDINATION REQUIREMENTS: COORDINATION WITH SUBSTANCE ABUSE SERVICES**

When a child, youth or young adult is identified with substance abuse needs in addition to service needs for emotional and/or behavioral challenges, the contractor shall refer the child, youth, young adult and their family/caregivers to the DHS, Division of Addiction Services (DAS) and/or available providers. The State shall provide a roster of available substance abuse service providers to the contractor.

Care coordination and UM for children, youth or young adults with co-occurring substance abuse and emotional and/or behavioral health challenges shall be coordinated with DAS to ensure substance abuse needs are adequately addressed.

### **3.11.3 CARE COORDINATION REQUIREMENTS: COORDINATION WITH PHYSICAL HEALTHCARE SERVICES**

The contractor shall make a documented effort to link children, youth and young adults with a physical health care need and their family/caregivers to medical and/or case management for physical healthcare services.

### **3.11.4 CARE COORDINATION: COORDINATION WITH DEVELOPMENTAL DISABILITIES SERVICES**

For children, youth or young adults with co-occurring developmental disabilities, and serious emotional and/or behavioral health challenges, the contractor shall refer the child, youth, young adult and their family/caregiver to DHS, Division of Developmental Disabilities to ensure that development needs are adequately met.

### **3.11.5 HEALTH INSURANCE COVERAGE**

Some of the children, youth and young adults served by the DCF/DCBHS programs may be covered by private insurance and that insurance may cover the services that are being provided under this contract. It is important that the contractor attempt to discover what private insurance is available to pay for services.

As part of the contract transition and implementation the contractor shall be knowledgeable about the health care insurance system, and identify and access the health insurance that is available to pay for the services needed by children, youth, young adults and their family/caregivers and shall

include information concerning any insurance coverage in the coordinated plan of care. As part of this system, the contractor shall create and maintain a data file of the child, youth, young adult and their family's available health insurance coverage. The file shall also include those elements that will allow all planners to understand the coverage available, the co-payments or deductibles and information regarding the health insurer's network of providers. For those children, youth or young adults whose health insurance include interventions, the contractor shall develop methodologies to allow the DCF/DCBHS designated care coordination entity to use the providers in the child, youth, young adult or family's health insurance network as the provider of service. For those children, youth or young adults whose service plans include interventions that may be covered under the child, youth, young adult or family's health insurance, the contractor shall provide the insurer with a list of providers in the NJ System of Care provider network or the insurer may use their own provider that is covered by their insurance.

The contractor, within guidelines established by DCF/DCBHS, shall authorize services in the plan of care, if the health insurer's network of providers is unwilling to provide the service. The contractor shall, in these cases, assist the child, youth, young adult and/or the family to appeal such decisions by the health insurer in those instances where the contractor deems that such an appeal is appropriate.

### **3.12 SERVICES FOR CHILDREN, YOUTH AND YOUNG ADULTS INVOLVED WITH THE DIVISION OF YOUTH AND FAMILY SERVICES (DYFS)**

DCF/DCBHS is seeking to improve the accessibility and appropriateness of services delivered to children, youth and young adults who are involved in New Jersey's child welfare system. DCF/DCBHS is in the process of establishing Clinical Liaison functions for each DYFS office to assist in the planning and delivering of behavioral health treatment services for children, youth and young adults involved with DYFS. As those Clinical Liaisons are established, DCF/DCBHS shall provide information to the contractor on how to interface with them. Additionally, the contractor shall establish operations that are directed at ensuring accessibility, availability, and responsiveness for families of children, youth and young adults (e.g. birth, foster, kinship, guardian, adoptive) in the DYFS system, as well as professionals serving families involved with DYFS.

The contractor shall provide a service plan for children, youth, and young adults involved with DYFS that describes how the contractor will establish a dedicated operational unit for children, youth and young adults that are involved in DYFS. This unit shall consist of Customer Service, UM, and Care Coordination functions. The staff in the unit shall be trained to understand the unique behavioral and emotional challenges of children, youth and young adults that have experienced abuse and neglect, and to understand the New Jersey DYFS system. This training shall be proposed by the contractor and subject to the review and approval of DCF/DCBHS. The unit shall interact directly with the local Clinical Liaison's to establish and authorize plans of care for children, youth and young adults and ensure timely and appropriate access to services.

DCF/DCBHS statistical summary reports as of July 2007, project at approximately 24% of the active contractor cases and approximately 37% of the children, youth and young adults in case management are DYFS children.

#### **3.12.1 DYFS ADMINISTRATION**

The contractor shall designate a DYFS Liaison to be the point of contact between DYFS Administration and the contractor for all operations issues. The position must be at a supervisory level.

#### **3.12.2 CALL CENTER**

The contractor shall establish a Call Center that shall have the capacity to electronically identify children, youth and young adults involved with DYFS via a database. The contractor shall establish a process within the Call Center that identifies children, youth and young adults involved with DYFS and refer the calls to appropriate staff. The contractor shall make every effort to ensure that this process is automated, if possible. In the absence of an automated process, the contractor shall rely on the report of family/caregivers and professional callers.

### **3.12.3 CUSTOMER SERVICE FUNCTION**

The contractor shall develop, implement, and maintain a distinct customer service function that is responsive to children, youth, young adults, family/caregivers, and professionals involved with DYFS and the unique service needs of these children, youth, young adults and their family/caregivers.

Customer service must ensure that information, referral, triage and authorization of services are responsive to emergent needs of children, youth and young adults. Customer service must be sufficiently flexible to accommodate the needs of a challenging child, youth or young adult population with exigent circumstances.

At a minimum, the contractor shall provide the following as part of customer service:

- Provide dedicated staff resources that are trained and knowledgeable of DYFS process, protocols and procedures and the DYFS population;
- Provide a referral process that coordinates with existing DYFS caseworkers and other individuals and agencies involved with the child, youth or young adult;
- Maximize the utilization of resources available to this targeted population; and,
- Provide bi-lingual/multi-cultural staff during regular business hours and the availability of an interpreter service 24/7.

### **3.12.4 UTILIZATION MANAGEMENT FOR DYFS POPULATIONS**

The contractor shall, in consultation with DCF/DCBHS, establish a specialized UM unit to manage access to care and utilization of services for children, youth and young adults in the custody, guardianship or supervision of the DYFS system. This specialized UM unit shall be specially trained in DYFS practice and New Jersey's child welfare system in order to facilitate successful interactions with families involved with DYFS and DYFS professionals. This specialized UM unit shall be responsible for determining clinical need for service in a timely manner, authorizing services appropriate to the child, youth or young adult's need, and reviewing utilization for children, youth and young adults to ensure that they are receiving services that are adequate given their level of need. The specialized UM unit shall interact directly with clinical liaisons and other DYFS staff to assist in establishing plans of care for children, youth and young adults with behavioral health challenges, and providing expedited review where needed to establish services. UM practices shall take into account Federal (e.g. CFSR), State and court timeframes, as well as best practices, for services access, utilization and care coordination.

### **3.12.5 CARE COORDINATION REQUIREMENTS FOR DYFS POPULATIONS**

As stated above, a specialized UM unit of specifically designated and trained staff shall be assigned for children, youth and young adults involved with the DYFS system. This unit shall provide all UM and Care Management services for children, youth and young adults enrolled in

the DYFS system. The contractor shall establish a workflow that is that is consistent with the proposed diagram set forth in Attachment A. This workflow shall ensure that children, youth and young adults involved with the DYFS system receive simple and clear access to needed services, and that these services are coordinated across systems.

The contractor shall assist DCF/DCBHS designated DYFS professionals including Registered Nurse (RN), Advanced Practice Nurse (APN), Licensed Clinician and Case Workers, in accessing appropriate services for the children, youth and young adults they are caring for, and assist them in identifying strengths and needs for the child, youth and young adult and appropriate services to be included in the plan of care. Additionally, the contractor shall provide a process for plan of care approval that is user friendly for DYFS professionals and that takes into account the difficulties specifically applicable to serving children, youth and young adults in the DYFS system.

The contractor shall engage in regular reviews of the DYFS population for both over and under-utilization. The contractor shall propose a process whereby DCF/DCBHS is alerted to such over-and-under-utilization at regular intervals (no longer than quarterly) to ensure that services are properly and effectively delivered based upon the strengths and needs of each individual child, youth or young adult. This information shall be included in the Outlier Management process.

### **3.13 QUALITY AND OUTCOMES MANAGEMENT AND SYSTEM MEASUREMENT PROGRAM**

Throughout the term of this contract, at no additional cost to the State, the contractor shall explore and implement continual improvements and innovations for the purpose of improving efficiency, accuracy, timeliness, accountability, effective communication, and customer satisfaction that support DCF/DCBHS' goal of implementing a data driven system.

The contractor shall annually, no later than January 30th, provide an Outcomes Management and Quality Improvement Plan based on performance from the previous contract year. The plan shall be specific and include quantitative and qualitative measures of performance, along with quarterly and annual targets for performance. Plans shall be subject to review and acceptance by DCF/DCBHS.

The contractor shall provide an Outcomes Management and Quality Improvement Plan that includes but is not limited to the following: call center performance in answering calls: child, youth, young adult and family/caregivers satisfaction of the child welfare system clinical liaisons and other DYFS staff; reliability and timeliness of service; decision making processes; service utilization including trends; outliers, length of stay in each service; racial and ethnic disparities (e.g. under-utilization of services by particular racial/ethnic groups); and disproportionality (e.g. over-utilization of OOH services by racial/ethnic minorities); network adequacy; costs of services provided (by type of service, average cost per child and in the aggregate); and attainment of positive outcomes by service line and system-wide, including clinical and functional outcomes and system-wide outcomes, such as utilization of OOH services. Performance shall be measured for the System of Care as a whole and for each provider individually.

The contractor shall implement within twelve (12) months of the contract start date and henceforth maintain a formal outcomes assessment process that is standardized, reliable, and valid in accordance with industry standards. The contractor shall submit to DCF/DCBHS a report on its outcomes and assessment process for approval. The contractor shall develop and implement outcome measures with input from the participating children, youth, young adults, family/caregivers and other stakeholders. The contractor shall report to DCF/DCBHS the results and findings of its outcome measures compared to the expected results and findings including performance improvement efforts and activities planned and taken to improve outcomes.

The contractor shall collect outcomes and quality data, ensure accuracy of data and conduct data analysis. The contractor shall participate in the review of quality improvement findings and shall take action as directed by DCF/DCBHS to improve the quality of care within the behavioral health system.

The contractor shall participate in developing, implementing, and reporting on performance measures and topics for Performance Improvement Projects (PIPs), required by other State or federal agencies, including performance improvement protocols or other measures as directed by DCF/DCBHS. The contractor shall report to DCF/DCBHS the National Outcome Measures required for SAMHSA Block Grant and any Federal discretionary grants, the DCF/DCBHS may participate in.

The contractor shall provide quarterly customer (e.g. child, youth, young adult, and other stakeholders, such as providers and DYFS liaisons) service satisfaction reports to DCF/DCBHS, based on valid statistical sampling of callers who have contacted the contractor, and provide to DCF/DCBHS a method of direct caller contact which can be used to validate contractor sampling of callers.

The contractor's Quality Management Program shall apply the PDCA Cycle approach (Plan, Do, Check, Act) and shall include processes for the ongoing monitoring, measurement, and reporting of performance improvement activities, including the effect of performance improvement activities on covered behavioral health service delivery and child, youth or young adult outcomes.

The contractor shall have a sufficient number of qualified personnel to comply with all Quality Management requirements in a specified time frame (as determined by DCF/DCBHS).

### **3.13.1 AUDIT REVIEWS**

It is critical for the contractor to evaluate risk management practices, internal control systems, and compliance with regulatory (State/Federal) as well as contractor internal corporate policies as part of a well-planned, properly structured audit/review program.

At a minimum, audit reviews shall include:

Financial – The contractor shall have an independent financial audit performed annually and submitted to the State within 120 days of the end of the contractor's fiscal year. This audit must be performed by a Certified Public Accountant in accordance with Generally Accepted Audit Standards (GAAS) and/or Government Audit Standards (GAS) and by an organization approved by the State.

Information System –The contractor shall conduct a periodic examination of the controls within its Information Technology (IT) infrastructure. This review shall address IT risk exposures, obtain and review evidence of the safeguarding of IT assets, the maintenance of data integrity and security, the effective and efficient achievement of the contractor's stated IT obligations as part of the contract.. This audit shall be performed by a Certified Public Accountant, Certified Information Systems Auditor or certified professional approved by DCF/DCBHS.

Operational – The contractor shall have an independent operational audit of the contractor's operations performed annually. This audit must focus on the adequacy of internal control procedures, effectiveness and efficiency of operations and other safeguards against fraud and theft. This audit must be performed by a Certified Public Accountant or certified professional in accordance with GAAS and/or by an organization approved by the State.



These reviews may also be performed in conjunction with a financial statement audit. If performed as part of the contractors' Internal Audit, or other form of attestation engagement, a report should be provided to the State.

### **3.13.2 AUDITING**

The contractor shall comply with all State and Federal Audit review requirements or requests. The State may conduct its own audits whenever it chooses and the contractor shall allow access to its facility and system at any time, with or without prior notice, to State, federal, or other personnel authorized by DCF/DCBHS for site inspections, audits or other purposes. These authorized personnel shall have unlimited access to all systems, records and areas, and personnel of the contractor.

### **3.13.3 CORPORATE AND FISCAL RECORDS TO BE PROVIDED TO THE STATE**

The contractor shall operate according to standard accounting principals and shall maintain standard accounting records including corporate balance sheets, statement of income, quarterly income statements and annual audits or annual budget reports for inspection by the State, upon request, at no cost to the State. The contractor shall provide the State with a copy of its annual report to shareholders.

The expenditures for the contractor operations shall be provided to the DCBHS Director quarterly, due by 30<sup>th</sup> day after the end of each quarter and annually, due March 1<sup>st</sup> or with Annual Financial Reports (whichever is earlier), and shall show funds expended, in DCBHS Contract Annex B format (copy of form can be found on: [www.state.nj.us/dcf/contract/forms/index](http://www.state.nj.us/dcf/contract/forms/index)). Budget information shall be presented in a budget format, by separate category and detailing, including but not limited to, salaries and wages, fringe, consultant and other professional, material and supplies, other costs e.g. facility lease, utilities, equipment costs and maintenance, hardware and software costs and maintenance, G&A allocations etc.

The annual budget for the contractor operations shall be provided to the DCBHS Director on or before March 1<sup>st</sup> or with the Annual Financial Reports (whichever is earlier), and shall show budgeted amounts, in DCBHS Contract Annex B budget format, by separate category and detailing, including but not limited to, salaries and wages, fringe, consultant and other professional, material and supplies, other costs e.g. facility lease, utilities, equipment costs and maintenance, hardware and software costs and maintenance, G&A allocations etc.

## **3.14 COMPLAINTS, RECONSIDERATIONS AND APPEALS**

The contractor shall provide a Complaints, Reconsideration and Appeals Plan that describes how the contractor will implement a complaints, reconsiderations and appeals process that addresses any termination, reduction, suspension, modification or denial of services to children, youth and young adults receiving services which require authorization by the contractor.

### **3.14.1 COMPLAINTS**

The contractor shall provide a complaint resolution process for children, youth, young adults and their family/caregivers receiving services through DCF/DCBHS. The process shall track through the Customer Service Help Desk all complaints received via phone, correspondences, e-mail etc, by the contractor for services delivered under this contract, even if the contractor may not be responsible for the ultimate resolution. The contractor shall document the complaint as well as any quality of service issues indicated. The process shall seek a resolution of the complaint within five (5) business days and a complete investigation and report within thirty (30) business days. (See Customer Service Help Desk Section 3.9.8)

Provide the ability for transferring calls to a supervisor or senior staff person for the purpose of resolving a call, which needs more adept handling (i.e. expertise or difficult caller or complaints regarding specific program personnel).

### **3.14.2 RECONSIDERATION PROCESS**

The reconsideration process begins at the local level. Where the issue cannot be resolved through the local informal process the child, youth, young adult and their family/caregivers is afforded the opportunity to request a Medicaid Fair Hearing, DCF/DCBHS reconsideration or agency review where eligible. Processes are described below.

### **3.14.3 LOCAL INFORMATION PROCESS**

The resolution of all issues via the local informal process must be attempted. The local information process is defined as the process each individual agency/provider has established to handle disagreements regarding care determinations. If the parties can agree to a resolution within five (5) business days the issue shall be considered resolved. The agreed upon services shall be authorized. The family/caregivers may request documentation of these discussions for their records, and the contractor shall provide such documentation.

Where the issue cannot be resolved through the local informal process, the contractor shall send a letter (within one (1) business day) to the family/caregiver and provider identifying the level of need authorized. This letter shall describe the reason for the decision and shall afford the family/caregiver the opportunity to request a Medicaid Fair Hearing, DCF/DCBHS reconsideration or agency review where eligible.

All discussions, consultations, reviews, and actions taken during the local informal process shall be documented in the database tracking system, and may be utilized in later stages of review in the Medicaid Fair Hearing or the DCF/DCBHS reconsideration process.

### **3.14.4 DCBHS RECONSIDERATIONS**

The contractor shall provide an internal reconsideration process for all levels of care determinations and service authorization decisions. The reconsideration process shall be initiated automatically where the child, youth, young adults and his or her family/caregivers are eligible for and request a Medicaid Fair Hearing in writing through the Medicaid Office of Legal and Regulatory Liaison (OL/RL). The DCF/DCBHS reconsideration shall occur simultaneously with the Medicaid Fair Hearing process. Where a child, youth, young adult and his or her family/caregivers are not eligible for a Medicaid Fair Hearing and are entitled to and request an agency review by DCF/DCBHS, the DCF/DCBHS reconsideration shall occur prior to the agency review.

Where the DCF/DCBHS reconsideration is initiated, the contractor shall provide a minimum of two levels of review. The first shall be by the contractor clinical director and second by the contractor medical director. All reconsiderations shall be documented and tracked. Full information regarding the rationale for the review and decision shall be made available to the individual requesting the DCF/DCBHS reconsideration. Decisions on reconsiderations shall be provided by the contractor in writing.

An initial attempt to resolve the request for a DCF/DCBHS reconsideration shall be made within five (5) business days of the request. In the event a resolution cannot be achieved, the reconsideration decision shall be made within 30 days of the initial request.

### **3.14.5 CONTRACTOR RESPONSIBILITIES IN THE DCBHS RECONSIDERATION PROCESS**

1. The contractor shall work with the State Medicaid, Office of Legal and Regulatory Liaison (OL/RL) to attempt resolution prior to a hearing via the DCF/DCBHS reconsideration process.
2. The contractor shall forward information to the OL/RL surrounding the issue, including, but not limited to:
  - Date of filing of request (if completed with the assistance of the contractor);
  - Name and identifier of complainant;
  - Description of the substance of the issue;
  - Description of the action taken by the DCF/DCBHS to resolve the issue;
  - The resolution offered by the contractor in an informal attempt at resolution; and,
  - Any other information requested by the OL/RL.
3. Where a child, youth, or young adult is receiving the disputed service(s), once a Medicaid Fair Hearing and DCF/DCBHS reconsideration is requested, measures shall be taken by the contractor to ensure that the child, youth or young adult's benefits are continued at the disputed level of need that is in review throughout the Medicaid Fair Hearing and DCF/DCBHS reconsideration process.
4. The contractor provides DCF/DCBHS with a copy of any reconsideration cases involving alleged discrimination, and any other cases requested by DCF/DCBHS.
5. In all reconsideration cases, a letter acknowledging receipt of the request is sent by the contractor to the complainant, provider, and family/caregiver within one (1) business day.
6. The contractor takes all steps necessary to ensure that the complainant fully understands the processes and timeframes involved throughout the reconsideration process, as well as his/her rights and responsibilities in these steps. If a Family Support Partner is currently involved with the family/caregiver, they are included at all levels of the process, if the family/caregiver chooses to help facilitate family/caregiver participation and understanding of the process.
7. The contractor's Clinical Director initiates the DCF/DCBHS reconsideration process within one (1) business day following notification by the OL/RL of a request for a Medicaid Fair Hearing. The Clinical Director reviews all relevant information, and, if necessary, contacts the provider/care management entity, family/caregiver to complete a telephonic review at a mutually convenient time.
  - A determination must be made within five (5) business days of the request;
  - At the completion of the review by the contractor Clinical Director, the contractor's Care Coordinator (CC) is informed of the decision, and shall authorize services if the decision has been reversed;

- At the time of the determination, the contractor shall provide verbal and written confirmation of the decision within two (2) business days to the provider/care management entity and the family/caregivers;
- All expedited reconsiderations must be reviewed and a determination made within 24 hours;
- If the determination is acceptable to all parties, and the family/caregivers and/or provider opts to withdraw the request for a Medicaid Fair Hearing, a written statement of this request must be made to the Medicaid OL/RL by the requestor of the Medicaid Fair Hearing as soon as possible;
- In situations when the DCF/DCBHS reconsideration determination is not agreeable to all parties, further review shall be completed. The contractor shall work with the requestor to obtain a copy of the complete clinical record (or authorization from the family/caregiver to obtain the record) to assist in a more comprehensive review of the issue;
- In all DCF/DCBHS reconsideration cases, a written response is sent to the provider and family/caregiver by the contractor, with copies to DCF/DCBHS and Medicaid, including the OL/RL, no later than forty-eight (48) hours from the determination or the authorization. (The authorization should be sent to the Medicaid Fiscal Agent within five (5) business days of the determination.) These letters contain all required information as indicated below:
  - a. Date of filing of reconsideration request;
  - b. Name and identifier of complainant;
  - c. Description of the substance of the issue;
  - d. Description of the action taken by the DCF/DCBHS to resolve the issue;
  - e. The resolution, and;
  - f. Notification that the Medicaid Fair Hearing process shall continue unless the requestor notifies the OL/RL of the resolution of the matter and withdraws the request for a Fair Hearing, in writing.
- The contractor conducts and completes a full investigation of the incident to identify relevant improvement opportunities in addition to the areas of responsibility related to the incident. Based on the information obtained, the contractor develops an appropriate corrective action plan;
- The contractor makes recommendations to DCF/DCBHS based on the findings of their investigation; and,
- The contractor shall log the receipt and outcome of every DCF/DCBHS reconsideration into the database tracking system, which includes, but is not limited to, the following information:
  - a) Date and time notification was received from OL/RL that a Medicaid Fair Hearing was requested;

- b) Name and identifier of complainant, including DCF/DCBHS MIS number;
- c) Substance of request, actions taken, and department or staff to whom the request was routed;
- d) Date of DCF/DCBHS resolution;
- e) Date of notice to the complainant and other stakeholders; and,
- f) Date of Medicaid Fair Hearing Resolution (if applicable).

### **3.14.6 APPEALS**

An appeal process is available to a child, youth, young adult and his or her family/caregivers where a request for services has been denied, terminated, or reduced. The contractor shall coordinate the appeals process, including providing all relevant documentation and records to the appropriate review body at the time of the request for an appeal.

The contractor shall coordinate access to appeals as follows:

1. Medicaid/NJ FamilyCare Plan A - An eligible individual may request formal resolution for contested matters through a Medicaid Fair Hearing before the OAL. In order to obtain a Medicaid Fair Hearing the appellant shall submit a request to the Medicaid Office of Legal and Regulatory Liaison at the address as specified in the notice.
2. Individuals eligible for any other NJ FamilyCare Plans are entitled to use the grievance procedure established by the Division of Medical Assistance and Health Services or the administrative law hearing process established at N.J.A.C. 10:79-6.5 and 6.6 as appropriate.
3. Individuals not eligible for Medicaid or NJ FamilyCare are afforded the opportunity for dispute resolution through an Agency Review conducted by DCF/DCBHS. Requests for Agency Reviews shall be made in writing to the contractor.

### **3.15 SUPPORT FOR NETWORK DEVELOPMENT**

The contractor shall provide a Network Development Plan that describes how the contractor will provide administrative and technical support to DCF/DCBHS for organizing and developing a comprehensive network of service providers and community resources, designed and contracted to deliver care that is strength-based, family focused, community-based, and culturally competent.

The contractor shall provide the following support for provider network development:

1. Maintain a comprehensive and accurate database of all current service providers as set forth below.
2. Pay special attention to linguistic and other communication needs of a child, youth, young adults or their family/caregivers and notify DCF/DCBHS with a quarterly analysis of when cultural or linguistic appropriate providers are not available to meet the needs of children, youth, young adults, and their family/caregivers in a geographic area.
3. Provide a quarterly analysis of provider availability based upon geography (including zip code or community level).

4. Provide a quarterly “gap in service” analysis which analyzes service requests and service availability to identify areas where service gaps exist.
5. Annually assist DCF/DCBHS in conducting a system sizing analysis including providing data analysis and data support for DCF/DCBHS review.
6. Report on a monthly basis when providers are not available to children, youth, young adults and their family/caregivers in accordance with DCF/DCBHS defined timeframe standards. DCF/DCBHS reserves the ability to change timeframe standards based on a child, youth, young adults and family/caregivers need.
7. Train and support all network providers on all MIS functions relevant to the contractor referral process, paper and electronic service submission(s) and approval processes.

### **3.15.1 SERVICE PROVIDER DATABASE**

The contractor shall develop and maintain of a statewide service provider database. The database shall include demographic information of providers, provider specializations, including certifications, specialty populations or cultural and linguistic capabilities that shall assist the users of the database with identifying a choice of appropriate providers for the identified service. The database shall be updated no less often than quarterly. The database shall also contain information regarding name, address, location, telephone numbers, and hours of operation. Providers should be given the ability to update their profiles electronically.

### **3.16 MANAGEMENT INFORMATION SYSTEM (MIS)**

See Section 1.2.7.6 for a description of the current MIS.

#### **3.16.1 OVERVIEW OF MIS**

The contractor shall provide a comprehensive MIS Project Plan that describes how the contractor will provide a computerized MIS that supports the operations and service needs of the DCF/DCBHS. The contractor shall develop, maintain, and update, as necessary, the MIS Project Plan that includes all MIS work necessary to successfully transition from the existing MIS system to the new contractor's MIS system and ongoing operations of the CSA program.

Contractor shall make available to New Jersey as they become available any new features and/or functionalities available to other clients of the contractor as part of the bid proposal (at no additional costs to the state).

DCF/DCBHS does not seek to jointly build and develop a new MIS system, but to have the contractor provide an existing MIS that meets all contract requirements including the flexibility to be customized and modified to meet changing program requirements. The contractor shall incorporate enhancements into the MIS system as needed.

The contractor shall host, implement, support, and maintain the MIS. The contractor shall provide training to all MIS users and State staff, both functional and technical, prior to MIS implementation. New users should be trained on a regular basis (on going). MIS training can be provided through various modalities such as on-line training, train the trainer sessions, formal training sessions, etc. (see Section 3.16.12 MIS Training and Knowledge Transfer Plan). The contractor shall enhance and modify the MIS throughout the term of the contract as needed to incorporate process changes, to address usability issues, organizational changes, Federal/State regulation changes, programmatic changes and technological changes. The contractor shall provide technical and functional training related to any system changes on an on going basis.

The contractor's MIS proposal must be reviewed and approved by the New Jersey Office of Information Technology (OIT), DCF/DCBHS and DHS.

### **3.16.2 PROPOSED SCHEDULE OF THE MIS**

The contractor shall meet the guidelines as specified in Section 3.18.2 - Timeline and Deliverables.

### **3.16.3 CONTRACTOR LOGISTICS**

The contractor shall provide a total MIS solution which includes, but is not limited to, providing all MIS hardware, software and infrastructure needs that shall be utilized by the contractor's staff in order to perform work. This includes all PCs/laptops, software, software licenses, personal hardware, network connections and telephony infrastructure.

The contractor shall provide a core group of technical staff to be located in New Jersey to ensure coordination, communication and face-to-face interaction with DCF/DCBHS and the provider community.

### **3.16.4 BUSINESS REQUIREMENTS**

The MIS shall support the business requirements that are needed to operate the DCF/DCBHS programs. The MIS shall function as the common single point of entry for all children, youth and young adults entering the System of Care, including but not limited to children, youth and young adults that are already involved with the DYFS system. In recent years, DCF/DCBHS has undergone a series of programmatic changes to strengthen its effectiveness, and it is expected that further adjustments, modifications and changes shall continue into the future. The use of MIS automation to implement the program directives is an essential component of program administration; therefore, the MIS shall accommodate business changes and program enhancements that may occur at any time during the contract.

The MIS shall support the major DCF/DCBHS business components and functions. Therefore, the MIS shall be designed to support each specific operational component of the Children's System of Care. Listed below are the major operational areas of the DCF/DCBHS programs. Details on each area can be found in Section 3.0 through 3.21.

1. Administrative Requirements
  - Personnel
  - Training
  - Establishing Medical Eligibility
  - Coordinating Medical Coverage and Third Party Liability
  - Fiscal Requirements and Accountability
2. Customer Service and Call Center
  - 24/7 by 365 Call Center
  - Call Center Procedures and Training
  - Call Center Information Technology
  - Staffing
  - Customer Service Function
  - Call Center and Customer Service Performance Standards
  - Customer Service Help Desk
  - Website
  - Member Information

- Member Handbook
  - Written Notices
  - Communications with Family Members
  - Information Dissemination
3. Management of Care
    - Utilization Management
    - Outlier Management
    - Care Coordination
    - Information Technology Requirements for Service Authorizations
    - Treatment Plans
  4. Services for Children, Youth and Young Adults Involved with the DYFS system
  5. Quality and Outcomes Management and Systems Measurement Program
  6. Complaints, Reconsiderations and Appeals
  7. Support for Network Development

### **3.16.5 MIS TECHNICAL REQUIREMENTS**

The MIS shall be implemented as a Service Oriented Architecture system accessed via the internet using Internet Explorer version 6. In addition, the MIS shall be compatible with Netscape and Internet Explorer version 7. The MIS shall be a web-based computer application meeting all HIPAA, Federal and State legal and regulatory, and DCF/DCBHS functional requirements, and it shall comply with State, and Federal privacy requirements (i.e., protect Social Security numbers) and shall be compliant with the Americans with Disabilities Act (ADA).

The MIS shall be a “write it once” system such that it shall provide for data entry from multiple screens and that data shall self populate and pre-fill other screens where that data field is specified. Therefore, data shall be carried throughout the system. This “write it once” methodology must be an inherent component of the MIS. In addition, the contractor shall:

- Host the MIS and all data, and assume the costs for hosting the system and costs for systems maintenance;
- Provide advanced data analysis capabilities to assist DCF/DCBHS with planning processes, monitoring service delivery, ad hoc reporting and scheduled reporting;
- Provide a detailed specification for data conversion and initial load of data to the MIS system. See Section 3.16.9 - MIS Data Conversion Plan for more detail;
- Provide a data transfer after the initial conversion to a server on the State network. See Section 3.16.9 - MIS Data Conversion Plan for more detail;
- Meet all State reporting requirements and provide access to all data on a 24-hour a day, seven (7) days a week basis for ad hoc and scheduled reporting. See Section 3.16.11 - MIS Report, Forms and Notice Plan for more detail;
- Provide the systems capacity to support the operations of the contract;
- Provide a CSA website;



- Provide access to online policy manuals on a 24-hour a day basis;
- Provide access to an IT Help Desk on a 24 hour a day basis;
- Provide an Electronic Medical Record that is HIPAA-compliant to safeguard the confidentiality of health information;
- Provide an Information Management and Decision Support (IMDS) standardized assessment tools to establish appropriate level of need for each child, youth or young adult accessing care electronically via the website. (Refer to section 2.2 for definition of IMDS);
- Eliminate the need for users to input complex codes for information data entry;
- Eliminate the need to navigate multiple screens and have multiple sessions open to view case information;
- Allow for the entry of case narrative as word processing text stored in the database in an easily retrievable format;
- Provide for a maximum five (5) second response time for users to access a data entry or inquiry screen;
- Provide for a maximum five (5) second response time to process a data entry or inquiry screen;
- Provide reliability of the system such that the response time standards described above are met for each screen at a minimum of 98% of the time;
- Provide for access by multiple end users at multiple distributed sites (approximately 600 - 700 concurrent users at any one time and up to 10,000 individual users will have access to the system);
- Provide connectivity and communications between the MIS and the State's existing LAN/WAN infrastructure as described in the New Jersey Shared IT Architecture found at: <http://www.state.nj.us/it/ps/> and the Department of Human Services Distributed IT Architecture, which can be found in PDF form in the RFP document library;
- Interface with State systems as outlined in Section 3.16.10 - MIS Data Interface Plan and Attachment M - Interface Details;
- MIS must be supported by contractor staff such that any new functionality and DCF/DCBHS modifications of the baseline application are provided to users within 90 days of the DCF/DCBHS advising the contractor of the need for the new functionality or modification;
- Provide electronic feedback capability such that users of the MIS may comment on the functionality of the MIS;
- Track provider referrals, authorizations and costs related to those authorizations in a way that supports DCF/DCBHS' fiscal accountability;

- Support a Customer Service Help Desk, which registers, categorizes and tracks problem and follow-up inquiries from providers, stakeholders, children, youth, young adults, family/caregivers and other stakeholders;
- Support a Call Center that requires the retrieval and input of data from the MIS on a 24/7/365 basis;
- Provide a service provider database, which includes, but is not limited to, demographic information, specializations, specialty population, cultural and linguistic capacities of the providers. See Section 3.15 - Support for Network Development for more details;
- Provide Geographic Information System (GIS) and mapping of community and provider locations that can be accessed by children, youth, young adults, family/caregivers and stakeholders via the website;
- The MIS system shall accept and update data through an automated process from a variety of sources to support the contractor operations as outlined in the RFP, including data that is received via telephone, fax, direct system input, real time Application Programming Interface (API), and/or batch load and shall enter it into the MIS database. The contractor and the State IT Project Management Team (PMT) in conjunction with the DCF/DCBHS shall design and approve data input forms;
- The contractor's MIS database system shall be no less than the State's current version of Oracle. DCF/DCBHS data base is currently Oracle (10g);
- The contractor shall develop, implement and support interface methodologies consistent with infrastructure and software current in place at the State (i.e., task manager, safe server) and ensure that security standards are adhered to when loading and transferring data to the State housed reporting database within a State defined format; and,
- The contractor shall build and transfer specialized reporting views or tables of data on a nightly, weekly, and monthly basis, at DCF/DCBHS' discretion to a State server so DCF/DCBHS can develop and implement reports. See Section 3.16.11 – MIS Reports Forms and Notice Plan.

### **3.16.6 MIS PROJECT MANAGEMENT AND REQUIREMENTS**

This contract provides for a period after contract award to allow the contract awardee to prepare for the transition to the new contractor operations, which includes the transition to a new MIS system.

In preparation for this transition, the contractor and DCF/DCBHS shall establish a Transition and Implementation Team comprised of management, technical and operational staff from DCF/DCBHS and the contractor. In addition, DCF/DCBHS shall establish an IT Project Management Team (PMT) comprised of management and technical staff from DCF/DCBHS to work with the contractor specifically overseeing the MIS transition and implementation. The PMT shall report to the State Contract Manager or designee and shall be part of the contractor Transition and Implementation Planning Team, which has overall responsibility for oversight of complete transition to the new contractor. (See Section 3.18.4 - Establish a Beginning-of-Contract Transition and Implementation Planning Team for more detail).

The PMT shall provide project management and minimal implementation staff support.

The contractor shall fully staff for management, implementation, and technical needs. The contractor shall provide a project update to the Transition and Implementation Team no less than once a week during project implementation, or more frequently as requested by DCF/DCBHS.

The contractor shall perform the following activities related to the transition from the incumbent contractor's MIS to the new MIS:

- Develop, update, and maintain a project plan and manage the transition to the new MIS using that plan;
- Design, develop, test, and execute a conversion program to successfully convert data elements from the existing dataset into the contractor's MIS;
- Design, develop, test, and successfully implement the required interfaces; as per DCF/DCBHS approval;
- Design, develop, test, and successfully implement all required reporting functionality;
- Train all end users on the use of the MIS; and,
- Provide technical training and knowledge transfer to State technical staff.

### **3.16.7 REQUIREMENTS**

The contractor shall develop the following MIS plans as part of the overall Beginning-of-Contract Implementation and Transition Plan as described in Section: 3.18.3. The plans must be submitted to the State Contract Manager or designee for approval by DCF/DCBHS prior to implementation. Once the plans are approved, the contractor shall perform tasks in accordance with the RFP and within agreed upon timeframes. All plans shall be incorporated by reference into this agreement, and shall be the contractual responsibility of the contractor to complete. **All plans are deliverables under this contract, as are all tasks required to be performed under each plan.**

The contractor shall provide an organizational chart for IT staff that includes staff names, titles, function, reporting relationships, contact information and where personnel are geographically located. The chart shall identify personnel that are dedicated to the State of New Jersey implementation, and operations and positions that are shared with other customers. It shall also include the number of additional staff that will be hired and whether they are dedicated to New Jersey or shared with other customers. If shared with other customers, the contractor shall provide the percentage of time the staff is dedicated to this contract. Throughout the life of the contract, the contractor shall communicate to DCF/DCBHS (within 48 hours) any changes in IT staffing and provide an updated organizational chart weekly.

### **3.16.8 MIS PROJECT MANAGEMENT**

The contractor shall provide project management services as follows:

1. Management of the contractor staff involved in the transition of the MIS.
2. The MIS Project Plan shall include all work, program startup, design, development, testing, transition and implementation, and post implementation support needs for both the contractor's staff and State staff assigned by DCF/DCBHS. The contractor shall maintain and update the MIS Project Plan as necessary, and shall make the MIS Project

Plan available to DCF/DCBHS on request. The contractor shall not maintain a version of the MIS Project Plan that is solely internal to the contractor.

3. Managing the contractor's team to achieve the MIS Project Plan's timelines, goals, and deliverables.
4. Coordinating with the management of the DCBHS PMT to allow the DCBHS PMT to ensure that State staff complete all tasks as directed by the PMT.
5. Develop, maintain, and update as necessary the following:
  - a) Pre-Implementation Checklist – This document shall identify all items required to be complete before the beginning of implementation of the new MIS, and shall be used to verify that all the necessary work is complete before implementation commences.
  - b) Implementation Checklist – This document shall identify all items that must be complete during the implementation process to ensure a successful implementation.
  - c) MIS Operations Startup Checklist – This document shall identify all items that must be complete beginning immediately after implementation as the contractor transitions the MIS into operational status.

All plans, checklists, and other documents are subject to the review and approval of DCF/DCBHS, as is the manner in which the contractor performs the responsibilities outlined in the contract and the specified plans, checklists, and other documents. Should disagreements arise between contractor IT staff and the DCBHS PMT, those disagreements shall be escalated for resolution through each organization's respective reporting structure, ultimately reaching the Director of DCBHS and the contractor employee overseeing the entire contract. Should those disputes remain unresolved after that process, the Director of DCBHS retains ultimate authority to decide the outstanding issue or question.

### **3.16.9 MIS CONVERSION PLAN**

The contractor shall convert the data from the incumbent contractor's MIS into the new MIS. The DCF/DCBHS has one (1) full-time employee (FTE) to assist with the data conversion effort. DCF/DCBHS shall consult with the new contractor regarding what data the contractor believes is necessary for the contractor process and MIS. Based on that consultation, DCF/DCBHS shall determine which data fields require conversion (See Section 4.4.6 – Price Schedule and Attachment N – Determining the Costs for Data Conversion)

Based on the determination regarding which fields shall be converted, the contractor shall develop and execute a Data Conversion Plan to convert data from the existing MIS to the new MIS. The PMT shall work with the incumbent contractor to clarify any issues that may arise concerning existing data. The Data Conversion Plan must be approved and agreed to by OIT, DCF/DCBHS and all other State agencies involved in the system.

The contractor shall develop a Data Conversion Plan that includes the following:

- The contractor shall obtain DCF/DCBHS electronic data and electronic data files from the incumbent contractor's system, including all of the estimated 88,000 case files (number reflects the caseload as of January 2008), convert the data specified by

DCF/DCBHS into a format that is usable in the contractors' MIS and transfer that data to the MIS;

- The contractor shall analyze the existing dataset from the incumbent contractor and identify the correct mappings from fields in that dataset to the new MIS;
- The contractor shall develop a conversion program based on those mappings that shall transfer the data from the existing dataset to the new MIS, maintaining all necessary relationships and interdependencies;
- The contractor shall verify the accuracy of the data by using data certification, review reports, data counts, and reasonability checks;
- The contractor shall perform the data conversion as an iterative process, developing mappings and the conversion program initially, running the program and verifying the accuracy of the results, and then repeating that process on as many occasions as necessary to achieve the error rates that are required, which are specified in Attachment N – Determining the Costs for Data Conversion;
- Once data are converted, the contractor shall provide full export of its database to a State-designated server via secure file transfer or other acceptable method compliant with the State's Secure FTP protocol (See Attachment J – Accessing the State of NJ's File Transfer Server from a Public Server). Periodic full-load updates to the data shall be provided, as determined by the State. The first dataset must be received immediately prior to deployment of the system. The frequency of interim updates shall be determined by DCF/DCBHS;
- The contractor shall share with and train State technical staff on the MIS' data structures, logical data model, physical data model, data fields functional definitions as well as data fields location and usage in the system [this includes where in the workflow the data is used, where data is used in the Graphic User Interface (GUI) and how it is used in the data model]. **This is a deliverable under this contract;**
- The contractor shall develop and deliver a report that specifies how current electronic data shall be mapped to the contractor's MIS screens;
- The contractor shall provide the logical data model, physical data model, list of the schemas, the storage requirements for the system and version of Oracle used as the database software. The contractor shall provide a data dictionary, including technical attributes and functional definitions, which is available to State technical staff as well as the layout of the transferred system. The layout shall be in descriptive functional terms rather than technical terms [i.e., field one (1) being named ASC\_CVS\_MVS]. **These are deliverables under the contract;**
- The contractor shall develop and deliver a report submitted to DCF/DCBHS through the State Contract Manager that details the conversion mapping for each table and field and the corresponding use of the workflow, GUI, and data model; and,
- The contractor shall provide DCF/DCBHS with a detailed specification for the conversion that shall explain how the system is loaded. The specification must include the data model, data dictionary as well as any data load requirements that need to be met in order to successfully load the initial dataset from the current system in place (data sequence, table layouts, etc). **This is a deliverable under this contract.**

### **3.16.10 MIS DATA INTERFACE PLAN**

The contractor shall work with the State Contract Manager or designee to coordinate design, development, and test activities with State technical staff administering the systems that require interfaces. The contractor shall work with appropriate State technical staff administering the systems in order to assist with the design of each individual interface. The contractor shall develop a plan for the design, development, testing and deployment of the required interfaces, which shall be subject to the review and approval of DCF/DCBHS. State technical staff shall provide detailed knowledge of the specific, existing State systems interfaces. The contractor shall document the interface designs including identifying areas at risk for change. Once approved by DCF/DCBHS, the contractor shall be responsible for executing and overseeing the MIS data interface plan in a timely fashion. Attachment M – Interface Details provides information on systems interfaces.

The contractor shall develop a Data Interface Plan that includes the following:

- The MIS system shall replicate all existing interfaces currently supporting the contractor operations. This includes interfacing with the State Fiscal Agent (UNISYS), Medicaid systems and any other contractor interfaces that exist at the time of the award. The contractor shall build interfaces that exchange between the contractor's MIS and the partner systems all information that is currently exchanged;
- DCF/DCBHS may require the contractor to establish new interfaces with the following existing State systems: NJ SPIRIT (Child Welfare SACWIS System), CRC Safe Measures Reporting System, Contract Management System (CMS), Licensing (LIS) and Central Data Base (CDB). In addition, the MIS shall interface with new systems as required by the State. An example would be the integration of the contractor's medical record with the New Jersey Electronic Medical Information for Children (NJ eMedIC) initiative. This shall include the integration with a State Record Locator Service (RLS) at such time the State places an RLS into service. (See Section 4.4.6 for Interface Information and Attachment M – Interface Details);
- The contractor shall develop all interfaces required for the contract. The contractor shall develop the interfaces to work operationally with the State-identified systems. The design is not considered final until the system test of the interface demonstrates that it works seamlessly with the interfaced systems. An interface that accurately exchanges data as specified by DCF/DCBHS and runs successfully 98% of the time must be demonstrated for each system. Technical documentation concerning the interfaces shall be included in the MIS Interface Plan. The State Contract Manager or designee shall assist in negotiating and coordinating system interfaces with other State departments, agencies and contractors;
- The contractor shall build an initial batch interface for each system, and if required by the State, upgrade it to a real-time interface during the contract period. While the contractor will be responsible for maintaining the interface, if requested, the contractor must supply DCF/DCBHS with the log or any interface tracking reports as well as provide reports to DCF/DCBHS to correct any issues with the interface;
- The MIS shall be capable of importing data from the systems operated by other agencies and shall be capable of exporting data from the MIS to the systems operated by other agencies. The contractor shall document the interface design in the MIS Interface Plan including identifying areas at risk for change;

- The MIS shall be developed such that all interfaces and back-end process runs (batch runs) have row level error handling as part of the interface program. Row level errors shall be written to a log and must not abort the interface or batch process;
- The MIS must provide automated enforcement of any run dependency between interfaces developed between computer systems and batch runs required by the system and reports that must run in a particular sequence to capture accurate data; and,
- The MIS system shall be designed to capture GIS location information of community resources and provider locations and export the information into a GIS mapping program so that children, youth and young adults and family/caregivers as well as stakeholders shall be able to locate community and provider resources within a geographic area. This information shall be available via the contractor web page.
- The State will require the contractor to work with DCBHS/DCF to ensure that where required, the contractor's MIS system adheres to the standards set forth in the Medicaid Information Technology Architecture (MITA) framework for information and data sharing between the MIS system and both the Medicaid Management Information System (MMIS) and the Medicaid Enterprise Data Warehouse. Information on the Medicaid Information Technology Architecture (MITA) is available in the document library and on the Centers for Medicare and Medicaid Services website.

### **3.16.11 MIS REPORTS, FORMS AND NOTICE PLAN**

The contractor shall design, develop, test, and implement the reporting capabilities as described below. Existing reporting capabilities that meet the requirements, as determined by DCF/DCBHS, shall be acceptable. The contractor shall prepare an MIS Reports, Forms and Notices Plan that describes all the reports, forms and notices generation capabilities of the MIS. The MIS shall be capable of preparing various reports, forms and notices in accordance with the following:

MIS Reports – MIS reports represent an organized collection of data prepared for viewing or printing and/or extracts of specific data that can be used to create multiple reports. Reports are system-generated output intended for in-house use. This output will be stored on a report server for online access, printed, or exported to a desktop application such as Excel. All currently generated contractor reports are listed in Attachment G. The contractor shall:

- Provide DCF/DCBHS with a series of approximately 12 - 15 reporting views that shall be defined during analysis sessions after contract award;
- Provide reporting views that are compatible with DCF/DCBHS' database standard which is currently Oracle 10g that can be accessed by reporting tools used by DCF/DCBHS. Currently, the State uses a combination of tools that include, but are not limited, to Web Focus, SPSS, MS Access and Microsoft Business Intelligence (BI). DCF/DCBHS is in the process of standardizing on Microsoft Business Intelligence (BI). It is the preference of DCF/DCBHS to have the contractor use BI which will enable DCF/DCBHS to leverage existing staff skill sets, although the contractor may propose an alternative reporting tool;
- Data query, retrieval, and reporting outputs shall vary from accessing relatively small amounts of data to generating comprehensive reports using large volumes of data. The contractor shall ensure that reports do not degrade performance of the MIS;
- The State anticipates from 300-500 reports/extracts to be required as part of the contract. The MIS must be capable of generating reports for the 37 major service

distribution categories (21 YCMs, 15 CMOs, and 1 statewide contractor). The contractor shall work with the State IT staff to identify the actual reports and reporting intervals as part of program implementation. Attachment G is a listing of major reporting categories for which standard production reports are currently generated. The contractor shall produce all reports listed in Attachment G unless otherwise instructed by DCF/DCBHS; and,

- The MIS shall allow users of the MIS to modify standard production reports for various user-supplied criteria, such as but not limited to, limiting the reports scope to a specific date range, specific geographical area (statewide, region, county, or local office), or client characteristics. This includes permanent modifications to the reports, and modifications that allow the user to enter parameters to the reports that allow the users to view the reports using different user supplied criteria.

The MIS shall have a three-tier reporting capability as follows:

1. Certain production reports shall be run automatically on a schedule, and the results shall be accessible online. These reports shall not be updated until the next scheduled update. The results shall be stored on a server, and may be printed locally, viewed online with scrolling capability, or downloaded to a spreadsheet. The MIS shall have the capability to print subsets or portions of reports instead of always printing the full report.
2. Certain production reports (possibly overlapping with the above group) shall be generated as requested and as needed by users. These reports shall allow users to modify the report by limiting certain field criteria such as allowing the users to specify specific date ranges for data, geographical regions or other data fields. The reports shall print locally. Online, the reports shall be viewed with scrolling capability and downloaded to a spreadsheet that can be saved locally.
3. Ad hoc reporting capability whereby users can create their own, customized reports. Currently, the State uses a combination of tools that include, but are not limited, to Business Objects, Web Focus, SPSS, MS Access and Microsoft Business Intelligence (BI). DCF/DCBHS is in the process of standardizing on Microsoft Business Intelligence (BI). It is the preference of DCF/DCBHS to have the contractor use BI which will enable DCF/DCBHS to leverage existing staff skill sets, although the contractor may propose an alternative reporting tool. If the contractor proposes an alternative tool, the contractor must provide a justification as well as an itemized cost for its recommendation. The contractor shall train the DCF/DCBHS staff and other stakeholders in the use of the contractor's reporting tool.

Electronic Forms and Notices - The MIS shall provide electronic notices and forms generating capacity that support the operational components of the RFP. The contractor shall work with DCF/DCBHS to identify, design and develop electronic forms and notices.

At a minimum, the online forms and notices must include:

- Online registration form;
- Online report request form;
- Online assessment forms;
- Medical Record;
- Notice of Action;
- Notice of Eligibility Determination; and,
- Notice of Appeals.



In addition to the requirements above, the contractor shall deliver the following:

- Design document for production reports and system-generated forms and notices;
- Test results for production reports, forms, and notices;
- Job schedule of production reports; and,
- Set of all production reports and forms and notices.

#### **3.16.12 MIS TRAINING AND KNOWLEDGE TRANSFER PLAN**

The contractor shall design and deliver a comprehensive MIS Training and Knowledge Transfer Plan. The plan shall include the following:

- The contractor shall provide MIS training to all users of the system. To that end, the contractor shall develop training curricula and supporting materials, such as Quick Reference and "How Do I?" Guides. The initial training shall be performed on a "just-in-time" basis, within one (1) month of the transition to the new MIS, and shall include hands-on use of a training database provided by the contractor. Training must be specific to the type of users being trained. The contractor shall update the training curricula as changes are made to the MIS system, and must provide refresher training for existing users and monthly training for new users. Contractor shall coordinate and provide training sites in New Jersey;
- The contractor shall provide initial and ongoing training for functional and technical staff who work within DCF/DCBHS. This is in addition to standard training for users, stakeholders and providers. The contractor shall train State technical staff on the MIS system with the objective that State personnel must gain an in depth knowledge of the MIS data structures, logical data model, physical data model, data fields' functional definitions as well as data fields' location and usage in the system (this includes where in the workflow the data is used, where data is used in the GUI and how it is used in the data model);
- The contractor shall train State technical staff on the contractor's tools used to produce production and ad hoc reports;
- The contractor shall provide Technical and User Training Materials, including online help and an online policy manual for the contractor and for DCF/DCBHS, and other documentation necessary to use and operate the system;
- The contractor shall develop a training plan and schedule that comports with the requirements of this RFP, which shall be subject to DCF/DCBHS review and approval;
- The contractor shall ensure consistency and quality in its training materials; and,
- All training curricula and related materials are subject to the review and approval of DCF/DCBHS prior to delivery of training.

#### **3.16.13 MIS SYSTEM TESTING PLAN**

The contractor shall provide an MIS System Testing Plan describing how the contractor will plan and execute a comprehensive system test, including, at a minimum:

- Unit testing – testing done by developers after they have completed initial development;
- Functional testing – testing completed by functional testers (i.e., business analysts rather than developers) to ensure that the code operates functionally;
- Integration testing – testing completed by functional testers that tests all aspects of the functionality when the entire system is integrated and operational, including batches, interfaces, and reports;
- Predictive testing – testing to gauge real-world, end-to-end response times;
- Network testing – testing from remote sites to identify any network connectivity or bandwidth concerns that could impede performance;
- Performance (response time) testing – Test response time of the system;
- Technical testing (performance) – Test systems performance;
- Testing of data conversion - the iterative process of mapping, execution of the conversion program, verification, validation and accuracy, and repeating as necessary. See MIS Data Conversion above; and,
- Regression testing – full end-to-end integrated testing conducted after changes are made through the application.

The contractor shall also perform the following additional requirements:

- As part of predictive testing, the contractor shall prototype/baseline the system applications and transactions from a sampling of client locations. Using performance assessment methodologies, the contractor shall baseline the performance characteristics of the applications using various children, youth and young adult topologies (use cases) to gauge real-world, end-to-end response times guaranteeing the application meets DCF's response time requirements. The System Testing Plan shall include components that are designed to ensure that:
  - a. All interfaces are tested with a fully loaded and converted database;
  - b. All interfaces are tested with the interface agency or application system successfully, such that the interface accurately exchanges all data required by the contractor MIS and the interface partner system;
  - c. All interfaces, batches and reports are tested using dependent processes and jobs required for production;
  - d. All reporting views are tested against the base data table to ensure accuracy and reliability;
  - e. Performance testing meets the State-defined standards simulating real work processes, usage and environmental condition (i.e., from a State office and other user locations);
  - f. The integration test includes all reports, interfaces and user processes;
  - g. Systems test are completed successfully with a full set of converted data;

- h. The full set of system functionality is tested;
- i. The integration test represents the full operational system including load, interfaces, back-end processing (batch window) scheduled and batch reporting; and,
- j. The plan describes the time frames necessary to complete the testing, identification and correction of errors, and final validation. The contractor shall propose, subject to the review and approval of DCF/DCBHS, appropriate testing criteria, additional sampling, and rules of validation.

The contractor shall provide:

- Run dependency document that defines any technical dependencies required to enable other technical jobs to run;
- Batch Window Estimates; and,
- Summary of test results.

#### **3.16.14 MIS USER PLAN**

The contractor shall develop and deliver to the State Contract Manager or designee for review and approval by DCF/DCBHS, a User Acceptance Test Plan for the MIS, that can be completed successfully using the number of State testers assigned to the Acceptance Test Team. The User Acceptance Test Plan shall specify how an Acceptance Test Team composed of approximately 16 systems users (i.e., DCF/DCBHS staff, providers and stakeholders from different functional areas) are trained and shall perform MIS acceptance testing before transitioning to the new MIS. The contractor shall set up a test lab, if needed, and as per the DCF/DCBHS. Acceptance testing by the Acceptance Test Team shall include, but not be limited to, the following:

- A review of the usability and functionality of installed software;
- A review of the usability and functionality of data converted from the legacy system;
- A review of the completeness and accuracy of system documentation;
- A review of the training methods and materials;
- Testing all functional aspects of the system;
- A review of the response times and overall system performance;
- A review of the system, data and application security;
- A review of the accuracy and performance of system interfaces; and,
- A review of the execution of functional scripts.

The Acceptance Test Team shall identify and document problems related to the MIS and deliver its analysis to the contractor. The contractor shall evaluate each problem, document a planned solution, implement the solution, and present the solution to the Acceptance Test Team for

acceptance. The contractor shall make changes to components of the MIS as required including updating documentation and adjusting training materials to match the solution.

The State's Acceptance Test Team shall, in the sole discretion of the State staff assigned as the lead on that team, classify any problem identified by the Acceptance Test Team as critical, serious, moderate and minor. All problems shall be fixed prior to the transition to the new MIS. DCF/DCBHS, in its sole discretion, shall determine if the acceptance test is successful and the system is ready for deployment.

For the purpose of this RFP the following definitions apply.

Critical to the Application - This type of problem (1) prevents users from performing their work with no workarounds available; or (2) is any problem that DCF/DCBHS determines places a child at risk.

Critical to a Function - This type of incident prevents a user from performing a specific function in the application and there are no workarounds, but does not put a child at risk or stop the worker from being able to use the system in other critical areas.

Serious - This type of incident has a significant impact to end users in time or work produced. There are workarounds available; however, they are time consuming.

Moderate - This type of incident can be worked around but has a moderate impact by requiring the use of a workaround which compromises the work process but does not prevent the user from completing all aspects of it.

Minor - These incidents are of little consequence such as misspelled literals and screen layout and are mostly cosmetic in nature.

At the request of DCF/DCBHS, the contractor shall perform a systems test to determine if the interfaces are operating correctly or if modifications are necessary. An interface that accurately exchanges data as specified by DCF/DCBHS that runs successfully 98% of the time must be demonstrated for each system.

### **3.16.15 MIS SUPPORT AND MAINTENANCE PLAN**

The contractor shall be responsible for the ongoing support and maintenance of the MIS. To that end, the contractor shall prepare and submit a Support and Maintenance Plan that details how it will support and maintain the MIS. Pursuant to this Plan, the contractor shall

1. Fix critical, serious, moderate and minor problems found in the system after rollout. The requirements governing problems identified pre-rollout shall also govern these situations. The contractor shall provide a timeframe approved by DCF/DCBHS for fixing each problem.
2. Provide user support for the system, including a help desk that MIS system users can contact via toll-free telephone number and email for assistance.
3. Provide a schedule of maintenance timeframes including all planned outages and a contingency plan for downtime throughout the life of the contract. This schedule must include duration, systems impacted (i.e., interface systems), reports impacted, and start-up processes.

4. Upgrade the software used to operate the MIS as new releases of the software become available. DCF/DCBHS maintains the right to require the contractor to apply all upgrades to the software within one year of release of a new software version provided that the new software is compatible with any modifications made to the originally installed software. Contractor will provide a summary of the software upgrades and the risks associated with installing the upgrades.
5. Make available to New Jersey any new features and/or functionalities available to other clients of the contractor as part of the bid proposal (no additional costs to the State).

### **3.16.16 MIS USER SUPPORT & HELP DESK PLAN**

1. The contractor shall provide a support network capable of answering questions and mitigating issues that arise from the beginning of the transition from the old MIS throughout the contract resulting from this RFP.
2. The contractor shall prepare and deliver an MIS User Support and Help Desk Plan that outlines the services to be delivered through the help desk. The MIS User Support and Help Desk Plan shall include the following:
  - An automated MIS help desk tracking system that reports on the number and types of help calls received and a process to review the calls to identify and permanently resolve recurring problems.
  - Identification of software used at the contractor help desk.
  - A strategy to integrate, coordinate and share problem tracking information for categories of issues that shall be determined prior to implementation with DCF/DCBHS' existing internal MIS help desk so that information on contractor IT systems issues (i.e., downtime, interface failures, upgrades) can be shared.
  - An MIS Help Desk Procedures Manual for help desk management, problem escalation, and problem resolution, including the time frames for responding to help desk requests. The MIS Help Desk Procedures Manual shall specify the following:
    1. Call routing
    2. Geographic location of support staff
    3. Staffing levels
    4. Skills required
    5. Role of liaison staff
    6. Problem escalation procedures
    7. Problem ticketing
    8. Problem logging
    9. Problem resolution
    10. Response times
    11. Assignment of priority
    12. Ability to search through previous problems to find resolutions for new problems
3. The MIS Help Desk must provide support from 8 AM to 6 PM (ET) on all business days. Support outside of normal business hours can be provided by pager. All staffing levels and procedures shall be subject to the approval of DCF/DCBHS. The Help Desk

response times must be identical to the response times of callers to the Customer Service Help Desk (reference RFP Section 3. 9.8 and Attachment L).

#### **3.16.17 MIS ARCHITECTURE DESIGN PLAN**

The contractor shall prepare and submit a proposed System Architecture Design Plan for approval by the DCF/DCBHS. In the System Architecture Design Plan the contractor shall describe the approach it shall use to ensure system reliability, system capacity, perform periodic security assessments, design backup and recovery features, and assess the contractor's LAN/WAN network configuration to identify modifications as needed.

#### **3.16.18 WEBSITE PLAN**

The contractor shall prepare and submit a Website Plan that specifies how the contractor will develop a CSA website, maintain the website and provide webmaster services for the website. The internet website is and shall be utilized by children, youth, young adults, family/caregivers, providers, stakeholders and State agencies.

The contractor shall develop and maintain a customized website that provides on-line access to general customer service information. The contractor shall organize the website to allow for easy access of information by children, youth, young adults, family/caregivers, youth consumers, providers, stakeholders, and the general, public in compliance with the Section 508. Additional details on website requirements can be found in, Section 3.9.10.

The website shall contain a link to the DCF website. The State will implement a link on the DCF website to the contractor's website.

Within the Website Plan the contractor shall describe how the contractor will transition the existing website that is maintained by the incumbent contractor, if different from the new contractor, which includes a plan for informing the public of the change. This plan must address methods that ensure ease of transition and the least amount of disruption to users.

#### **3.16.19 MIS SYSTEM SECURITY PLAN**

The contractor shall perform system security and program audit functions in the MIS. To that end, the contractor shall prepare and submit a plan to DCF/DCBHS that describes how it shall provide system security and program audit functions in the MIS. Within this plan the contractor shall describe physical and system security procedures, role-based security protocols, and claims audit capabilities and functions. The contractor shall execute all aspects of the approved plan.

The contractor shall administer passwords and security for all contractor systems.

Transmitted data must be protected by encryption or other appropriate measure. Encryption must be coordinated with and approved by DCF/DCBHS.

The system must comply with the State's security processes and rules as described in the Department of Human Services Distributed IT Architecture, which can be found in PDF form in the DCF document library.

#### **3.16.20 INFORMATION SECURITY PLAN**

The contractor shall develop and submit to the State Contract Manager or designee an Information Security Plan. In this plan, the contractor shall describe MIS safeguards that limit and control access to data and applications in the system and reporting of violations. The plan shall

describe a system of permissions or levels of access to the MIS data that shall restrict or prohibit various classes of users from retrieving, viewing, changing, using, or otherwise accessing the MIS. There shall be a category of administrative users, defined by DCF/DCBHS, with access to add, modify, and change all data in the MIS. The Security Plan must address how the contractor will address user provision life cycle management, including authentication for application users, how users are added, managed and deleted from the system.

The contractor shall develop the MIS in accordance with the following federal regulations and guidelines related to security, confidentiality, and auditing:

- Computer Security Guidelines for Implementing the Privacy Act of 1974 (FIPS PUB 41);
- State of New Jersey Information Privacy Requirements, Department of Human Services Administrative Order 2:01, Confidential Nature of Records;
- Guidelines for Security of Computer Applications (FIPS PUB 73); and,
- The Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementation regulations.

The contractor shall develop and implement procedures to regularly review MIS activity, such as audit logs, access reports and security incident reports to ensure the MIS is maintained in accordance with the above guidelines and the Information Security Plan.

#### **3.16.21 MIS QUALITY MANAGEMENT/ASSURANCE PLAN**

MIS Quality Management/Assurance is an ongoing process for the duration of the contract. Therefore, quality controls must be built into every stage of the process, including the MIS. Systematic approaches for planning, scheduling, comparing deliverables to their requirements, problem reporting, and obtaining acceptance are critical to program operations. Quality Management/Quality Assurance reports shall be generated by the MIS. See Section 3.13 of the Scope of Work for more details on Quality and Outcomes Management and System Measurement Program.

The contractor shall submit a plan describing its Quality Management/Assurance Methodology as it relates to the MIS. The plan shall be subject to the approval of DCF/DCBHS and the contractor shall comply with the State-approved plan.

#### **3.16.22 MIS TECHNICAL DOCUMENTATION/SPECIFICATION/OPERATION MANUAL AND USER'S MANUAL**

The contractor shall develop and deliver a technical specification/operation manual and a user's manual for the MIS. These manuals shall be delivered to DCF/DCBHS within 90 days of implementation. All manuals shall be reviewed and approved by DCF/DCBHS.

The technical specification/operation manual shall include information needed for normal system operations as well as an agreed upon list and schedule of fixes and enhancements.

Any proposed technical modification by the contractor to the MIS design specifications and/or functionality (including database, operations, security, technical standards and process) shall be documented, developed and presented to DCF/DCBHS for review and approval before implementation.

All program source code must be well documented internally through the use of imbedded comment lines describing the processing, as well as changes to the source code. Please see Escrow Agreement Section 3.16.26.

The contractor shall maintain all functional and technical specifications and manuals in a repository with controlled access and version control so that updates are always made to the most recent version.

The User's Manual shall be available online through the help function and users shall be able to print some or the entire User's Manual. The User's Manual shall include a table of contents, an index for searching and copies of policies relating the use of the MIS.

The contractor shall design and provide hard copy pamphlets or quick reference guides for each major MIS function. These quick reference guides shall be concise, laminated pocket guides, which the contractor shall update regularly for the length of the contract.

The contractor shall produce any MIS documentation required by DCF/DCBHS that is not provided in the technical specification/operations manual or in the user's manual as requested.

All documentation must be updated periodically (quarterly) if needed to reflect any system, database, application or process changes including:

- Release Notes; and,
- Technical standards and process documentation.

All documents and documentation identified above are deliverables under this contract.

### **3.16.23 DESCRIPTION OF CONTRACTOR'S MIS TECHNICAL ENVIRONMENT**

The contractor shall provide information on the MIS Technical Environment that:

- Describes the hardware platform on which the software runs, describes the facility in which the hardware shall be located and describes the environmental and security safeguards;
- Describes software systems used to coordinate care management;
- Describes the operating system, systems capacity and network infrastructure on which the software runs;
- Describes the programming language utilized and the software used to develop it;
- Describes policy and procedures on software upgrades;
- Provides a support Service Level Agreement (SLA) showing response times for:
  - Systems failures;
  - Interface monitoring; and,
  - Report monitoring.
- Provides a MIS network configuration and architecture drawing of how workstations are connected to the MIS, internet, intranet, and extranet, wide area and local area networks; and,



- Describes the electronic medical record system within the MIS including the sharing of records among system users including, but not limited to DCF/DCBHS, DYFS, Crisis Response Network, CMO, YCM, UCM and qualified service providers.

### **3.16.24 MIS HOSTING, BACKUP AND DISASTER RECOVERY PLAN**

The contractor shall develop and submit for DCF/DCBHS approval an MIS Hosting, Backup, and Disaster Recovery Plan. Within this plan the contractor shall describe the MIS data archive and retrieval system as well as the MIS disaster recovery procedures. The MIS Hosting, Backup, and Disaster Recovery Plan must be consistent with and incorporated in the overall Business Continuity, Disaster Recovery and Risk Management Plan (as described in Section 3.16.25). The plan shall include the most recent use of the data retrieval system and describe the outcome. The plan shall indicate if the MIS Disaster Recovery procedures have been used or tested and describe the outcomes.

The MIS Disaster Recovery must include a sample test scenario and shall be subject to approval by the State. The requirements for the disaster recovery plan are:

1. The contractor shall ensure that there is the absolute minimum interruption of service, (including call center, customer service, care management and authorization processing.) not to exceed 24 hours per incident with no loss of data and must utilize their most current versions of software during the recovery process.
2. The plan must address hardware failure, data failure, program failure, system failure, network outage, electrical power outage, and phone outages.
3. A weekly full system backup with daily incremental backups of all contractor data must be stored and retrievable at a secure site away from the New Jersey contractor office and specifically designed for this type of secure record storage. This site must be accessible to the State, if needed.
4. The contractor shall outline the backup cycle and must be at least three (3) months in length. Bidders should submit a backup plan that would provide greater protection for the State if feasible.
5. The plan shall be detailed and shall cover, but not be limited to, such contingencies as effective employee notification regarding where and when to report for work, notification to participants and providers regarding changes made to operations to accommodate the emergency situation and other such matters.

The plan shall describe the operation and physical security of the host platform for the MIS. As part of hosting the MIS, the contractor shall ensure that the MIS is compatible with State procedures for reliability and recovery, including telecommunications reliability, file back-ups, and file recovery as described in RFP.

### **3.16.25 BUSINESS CONTINUITY, DISASTER RECOVERY AND RISK MANAGEMENT**

The contractor shall provide a Business Continuity, Disaster Recovery and Risk Management Plan that identifies mitigation strategies to reduce risks that could result in business disruptions.

The Plan must ensure recovery of contractor operations, (including call center, customer service, care management and authorization processing) not to exceed 24 hours per incident with no loss of data.

The strategy should address how the contractor shall provide immediate response to any incident, such as, but not limited to the following:

- Any incident causing physical damage to data centers or other contractor facilities such as fire, smoke, collapse, water damage, air disaster, terrorist attack, sabotage, etc;
- Impending or unexpected regional disasters such as hurricane or flood;
- Any external incident, which potentially could cause an extended business interruption, such as long term loss of electrical or telecommunications service;
- Any incident which indirectly affects facility access such as storm closure, emergency building evacuation due to bomb threat, or external threat such a fire to a nearby facility;
- Employee Strike resulting in employee absenteeism and/or inability to enter building because of blockade;
- Reduced staffing levels due to a pandemic: sickness, dependent care, or work force dispersion;
- Recovery of computer platforms which host and maintain critical applications and data; and,
- Recovery from cyber attacks, computer viruses and/or information theft, including theft of hardware which might house secure information. (see Section 3.16.24)

The Plan shall be updated no less than annually.

### **3.16.26 ESCROW AGREEMENT**

The contractor shall place all source code(s) with an Escrow Agent. This includes the software source code programs, program object code, operations manuals, service manuals, written procedures and any such materials necessary for the State Contract Manager or designee to operate software. The software source and object programs and documentation can be delivered on mutually agreeable media. Installation packages for third party software products licensed by the contractor shall be included. These materials shall allow the DCF/DCBHS to:

1. Continue operations in the event the contractor becomes unable to perform.
2. Confirm that only authorized software and procedures are employed with the system.

In this regard, access by the DCF/DCBHS to the escrow shall be at the DCF/DCBHS' discretion for auditing its contents, or for preparation to assume operations of the system.

The initial code deposit shall occur within ten (10) days of the implementation of the software. Each deposit shall be clearly labeled with the content and date. The contractor shall deliver deposit materials to the Escrow Agent within ten (10) days of each new software version release and updates are to be added no less than once every six (6) months. For deposits that replace the entire library of code, the Escrow Agent shall return the previous versions to the contractor.

The Escrow Agent shall release the source code to the State if the contractor ceases its ongoing business operations, discontinues or is unwilling to provide maintenance of the system, or does not maintain or provide maintenance support for the system. Upon release of the deposited materials, the State shall have an irrevocable, nonexclusive, non-transferable, paid-up right and

license to continue use of the deposited source code for the uses specified in this contract. At no time shall the State give, sell or market the source code to any third party.

A detailed escrow agreement shall be signed by both the contractor and the DCF/DCBHS on behalf of the State of New Jersey (escrow beneficiary) as part of this contract. The cost of the escrow agreement shall be incorporated into the overall contract prices. The contractor shall not be paid separately for the escrow.

### **3.17 CONTRACT COMPLIANCE**

1. Time of the Essence - Time is of the essence with respect to all provisions of this Agreement and plans or schedules produced pursuant to this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
2. The contractor shall respond to electronic, hard copy mail or fax requests for PA within one (1) business day of receipt of request. Noncompliance may result in a reduction in payment of up to \$100.00 per delinquent response.
3. The contractor shall comply with performance standards described in this RFP and Attachment L. Noncompliance may result in a reduction in payments of up to \$1,000.00 per delinquency except for the call center as noted below.
4. For the call center performance standards, payments to the contractor may be reduced by \$500.00 for each percentage beyond the established performance requirement for each day the standards are not met. For example, for the service level of 95% of calls answered within four (4) rings, if only 94% of the calls met the standard, the reduction in payment would be \$500.00 per day, if only 92% of the calls met the standard, the reduction in payment would be \$1,500 per day. These reductions in payment are based on the additional work that will be incurred by DCF/DCBHS in responding to complaints regarding the contractor's performance. The costs incurred by DCF/DCBHS include thoroughly investigating each complaint with DCF/DCBHS taking whatever action is necessary to resolve the complaints and then formally responding to the complainant.
5. For call center performance standards: (1) Call Center average speed to answer all calls shall not exceed thirty (30) seconds for all calls within the queue; (2) Waiting times within the queue shall not exceed three (3) minutes. The above reductions in payment shall not apply to these performance standards.
6. For Customer Service Standards, payments to the contractor shall reduced by \$1,000.00 for each percentage below 98% based on a monthly average. The percentage shall be based on reports provided to DCF/DCBHS by the contractor and through monitoring of the service standards conducted by the DCF/DCBHS. For example, if DCF/DCBHS determines that only 94% of calls monitored comply with the applicable standard for the month, the reduction in payment would be \$4,000.00 for the month.

### **3.18 BEGINNING-OF-CONTRACT TRANSITION PLAN**

#### **3.18.1 BEGINNING-OF-CONTRACT TRANSITION PERIOD**

Upon contract award, the contractor shall immediately begin to collaborate with DCF/DCBHS and the incumbent contractor, to work toward a seamless transition. DCF/DCBHS is planning for a four (4) to six (6) month transition period.

The contractor shall meet with DCF/DCBHS to establish the following deliverables and to establish priorities. The contractor shall:

- Meet within the first five(5) days of the contract award;
- Define the project management team, the communication paths between the State and contractor staff, and reporting standards;
- Establish communication protocols between the contractor, DCF/DCBHS and the existing contractor;
- Establish transition and implementation plan, including the schedule for key activities and milestones; and,
- Define expectations for content and format of contract deliverables.

These issues shall be addressed collaboratively, but the ultimate decision regarding each shall be within the sole discretion of DCF/DCBHS.

#### **3.18.2 BEGINNING-OF-CONTRACT TIMELINE AND DELIVERABLES**

To avoid any disruptions in services and to allow for any unexpected issues the contractor shall transition to the new MIS system prior to but no later than the September 5, 2009 weekend. Acknowledging that there is a lower rate of child, youth and young adult interaction during weekends and allowing time for any unforeseen problems, the contractor's MIS transition schedule must transition prior to September 5, 2009 weekend.

The existing CSA contract is scheduled to end September 7, 2009. DCF/DCBHS expects the new CSA contractor's MIS system to be fully transitioned, operational and functioning on or before September 8, 2009.

In addition, the contractor shall prepare a contingency plan to ensure continuation of services and to address any potential emergencies during transition.

#### **3.18.3 BEGINNING-OF-CONTRACT TRANSITION AND IMPLEMENTATION PLAN**

The contractor shall develop and submit a comprehensive written Beginning-Of-Contract Transition and Implementation Plan which must include timelines consistent with the dates stated in Section 3.18.2. This plan will be used to monitor progress throughout the Transition and Implementation period. The Beginning-Of-Contract Transition and Implementation Plan is due within one (1) month (30 days) of contract award.

The Beginning-Of-Contract Transition and Implementation Plan must include time frames for critical milestones for the changeover from the incumbent contractor by September 7, 2009. The Plan must clearly address all changes that shall be necessary to meet the requirements of this RFP and any proposed innovations offered by the contractor in its bid proposal as accepted by

the DCF/DCBHS. It must clearly specify the contractor's expectations of work to be performed by DCF/DCBHS, if any.

The Beginning-Of-Contract Transition and Implementation Plan must provide specific milestone dates and deliverables for accomplishment of all tasks within the transition period.

The contractor shall describe in detail how it shall meet implementation deadlines in its Beginning-of-Contract Transition and Implementation Plan to ensure that the transition is seamless and that there is no material adverse effect upon the State, children, youth and young adults.

The contractor shall submit the Beginning-Of-Contract Transition and Implementation Plan with all the elements contained in this section to DCF/DCBHS for review and approval no later than thirty (30) days from the Notice of Contract Award.

The contractor shall include in the Beginning-Of-Contract Transition and Implementation Plan the work descriptions and plan, including, at a minimum, the following components:

- Schedules and timetables for implementation of the transition;
- A detail description of the implementation methods;
- Project Start Up Plan to meet all administrative startup requirements;
- Communication Plan that includes a plan to communicate with children, youth, young adults, family/caregivers, the media and other stakeholders regarding the transition;
- Human Resource and Staffing Plan. The staffing plan must identify staff associated with each task;
- Training Plan and Orientation Plan for State staff, providers, stakeholders, including but not limited to DYFS system Child Health Units and care management entities as well as for CMOs, MRSS and FSOs; including a materials and documentation plan for written materials including Handbooks and Procedure Manuals, etc.;
- Facilities Acquisition and Installation Plans, including the transfer of hard copy records;
- Establishing Medical Eligibility Plan;
- Fiscal Requirements, Accountability and Cost Avoidance Plan;
- Customer Service and Call Center Plan;
- Utilization Management Plan;
- Outlier Management Plan;
- Care Coordination Plan;
- Services to Children in the DYFS system Plan;
- Quality and Outcome Management and Systems Measurement;

- Complaints, Reconsiderations and Appeals Plan including transitioning pending cases;
- Support for Network Development Plan;
- Overall MIS Project Plan and all sub-plans, including data conversion reports and interface plans, hardware and equipment acquisition and installation, operating system and software installation, systems testing, etc.;
- Business Continuity, Disaster Recovery, and Risk Management Plan;
- Operational Readiness Plan;
- Property and Inventory Plan;
- Contract Compliance Plan; and,
- Financial Reporting Plan.

In addition to those items specifically enumerated above, the contractor shall develop and execute plans that ensure completion of all necessary tasks, explicit or implicit, assigned to the contractor by this RFP.

#### **3.18.4 ESTABLISH A BEGINNING-OF-CONTRACT TRANSITION AND IMPLEMENTATION PLANNING TEAM**

DCF/DCBHS shall designate a State Contract Manager who shall have overall responsibility for the management of all aspects of this Contract (See Section 8.0) and the State Contract Manager shall be a member of the Transition and Implementation Planning Team. The State Contract Manager shall oversee the contractor's progress, facilitate issue resolution, coordinate the review of deliverables, and manage the delivery of State resources to the project, consulting with the contractor as needed. The State Contract Manager may designate other State staff to assume designated portions of the State Contract Manager's responsibility. The State Contract Manager shall be the central point of communications and any deliverables to DCF/DCBHS shall be delivered to the State Contract Manager and any communication or approval from DCF/DCBHS shall be communicated to the contractor through the State Contract Manager.

Should disagreements arise between contractor staff and the State Project Team, those disagreements shall be escalated for resolution through each organization's respective reporting structure, ultimately reaching the Director of DCBHS and the contractor employee overseeing the entire contract. Should those disputes remain unresolved after that process, the Director of DCBHS retains ultimate authority to decide the outstanding issue or question.

#### **3.18.5 CONTRACTOR'S PROJECT MANAGER**

The contractor shall designate a full time Project Manager (PM) within one (1) week of the contract award. The PM shall have overall responsibility for successful completion of contractor responsibilities, overseeing and monitoring contractor staff on a day-to-day basis as they undertake project activities. The PM shall also work closely with the State Contract Manager and assist in coordinating State resources. The PM or designated contractor staff shall maintain the project plan.

The contractor shall create a project plan to facilitate an operational program within the timeframes established in the contract. All state tasks and resource requirements must have prior approval by the State Contract Manager before the plan is considered final.

The contractor, DCF/DCBHS and the incumbent contractor (if different) shall meet within 15 days after the contract award and if required by the DCF/DCBHS State Contract Manager at least four (4) days out of each week during the transition period.

The PM and relevant staff shall meet with and provide project status to the State Contract Manager and other State staff weekly. The purpose of the status meetings is for the contractor to communicate actual progress, identify problems, recommend courses of action, and obtain approval for making modifications to the project plan. In conjunction with the project status meetings, the contractor shall provide written status reports to the State Contract Manager at least once a week during transition. This status report shall include:

- Updated Project Plan and Responsibility Matrix;
- Tasks that are behind schedule;
- Dependant tasks for tasks behind schedule;
- Items requiring the State Project Manager's attention;
- Anticipated staffing changes;
- Outstanding issues; current status and plans for resolution;
- Any issues that can affect schedules;
- Any issues that can delay or impact the completion of the project;
- Any issues relevant to Change Management [No change management requirement in contract]; and,
- Identification, time frames, critical path effects, resource requirements and materials for unplanned in scope items.

The contractor shall be responsible for documenting all meetings, including attendees, topics discussed, decisions recommended and/or made with follow-up details. Minutes and summaries from all meetings are to be provided to the State Contract Manager no later than three (3) business days after the date of the meeting.

Overall Project Communication Plan - The contractor shall also provide an Overall Project Communication Plan, the purpose of which is to keep project management and staff informed about all information they need to complete assigned responsibilities, as well as to keep all system stakeholders proactively informed on the progress of the project.

### **3.18.6 CONTRACTOR STAFFING DURING TRANSITION AND IMPLEMENTATION PHASES**

The State recognizes the value of experienced staff; therefore the contractor shall interview any incumbent contractor staff members that request a job interview and may consider hiring employees of the incumbent contractor. The contractor shall be under no contractual obligation to hire the incumbent contractor's staff however, the contractor shall ensure that employees hired from the incumbent contractor shall have employment start dates commencing after the incumbent contractor's contract termination date or after the transition period, whichever is longer. Also, interviews with the incumbent contractor's staff shall occur before or after hours or during lunch periods off the incumbent contractor's premises, so as to avoid any interference with performance of the incumbent contractor's contractual responsibilities.

The contractor shall have sufficient personnel working and operating in the Trenton, New Jersey area during the Transition and Implementation Period in order to be fully compliant with the terms of this Contract. Should the contractor determine that additional staff are necessary to complete tasks assigned to the State, the contractor may propose, subject to the approval of DCF/DCBHS, that it shall retain necessary subcontractors to supplement the assigned State staff during the transition period.

During the time the contractor's MIS application is modified for the DCF/DCBHS, there is an expectation that the contractor's development staff will be working on site in New Jersey, Monday through Friday 8:00 am to 6:00 pm, to facilitate communications.

### **3.18.7 TRANSITIONING OF CHILDREN, YOUTH, YOUNG ADULTS AND OPERATIONS**

The contractor shall hold at least six (6) one (1) hour meetings in duration with DCF/DCBHS, the incumbent contractor and providers to develop and implement a behavioral health service transition plan that the contractor shall then execute. The plan must include the following:

- The contractor shall provide service information, emergency telephone numbers and instructions on how to obtain additional services to all active children, youth and young adults receiving services through the incumbent contractor;
- The contractor shall work with the incumbent contractor to transition all pending reconsiderations, appeals, and customer service cases to assure timely resolution;
- The contractor shall have a sufficient number of qualified staff to meet filing deadlines and attend all court or administrative proceedings, if needed; and,
- The contractor shall train all users on how to use the new system prior to system implementation.

### **3.18.8 TRANSITION OF MIS SYSTEM**

The contractor shall successfully complete a parallel run of the contractor's MIS with the existing contractor's MIS system prior to implementation. The parallel run should represent a complete cycle for a week, including the weekend, of all major functions.

All major systems and interfaces with the contractor's MIS shall be demonstrated to the State to be functional prior to implementation.

Any proposed contractor system must be thoroughly tested and validated before implementation.

### **3.18.9 OPERATIONAL AND FINANCIAL READINESS**

Prior and subsequent to the contract start date, the contractor shall demonstrate its readiness and ability to provide covered behavioral health services and to resolve previously identified operational deficiencies.

Upon DCF/DCBHS' request and subject to its approval, the contractor shall develop and implement a corrective action plan in response to deficiencies identified.

The contractor shall commence operations only if all corrective action plan requirements are met to DCF/DCBHS' satisfaction.

At a minimum, the contractor shall cooperate with DCF/DCBHS to review the following areas:

- Staffing adequacy;
- Call Center functionality;
- Customer Service;
- Collaboration with the DYFS system;
- Knowledge of and access to available community resources and providers;
- System users are trained and ready to input data into the system;



- Quality Management (QM);
- Utilization Management (UM);
- Care Coordination (CC);
- Financial management;
- Information processing and system testing;
- Transition of existing behavioral health cases;
- Routine communications with children, youth and young adults;
- Routine communication with provider community;
- Continuity of care for children, youth and young adults;
- Continuity of pending grievance, appeal, and customer service cases; and,
- All major operational functions of the contractor program are successfully tested.

### **3.18.10 FLOW DIAGRAMS**

The contractor shall prepare and submit in its Beginning-of-Contract Transition Plan its draft comprehensive set of flow diagrams that clearly depict the proposed final work operations, including but not limited to, client flow, workflow, data flow and authorization and provider payment process. The client flow diagram should be consistent with the proposed diagram in Attachment A – Process Flow Chart. These diagrams shall aid in the understanding how the contractor will perform work and support training. The level of detail in these diagrams must be sufficient to communicate to the public and providers their role in the Children’s Behavioral Health System of Care process. With a goal to maximize clarity, the contractor is free to choose the graphical technique for diagram creation.

### **3.19 END-OF-CONTRACT TRANSITION**

This contract will either be rebid at the end of its term or all work will be transitioned to the DCF/DCBHS. If a replacement contractor is awarded this contract that is not the incumbent contractor or if the work is to be assumed by DCBHS, then it will be necessary for the contractor to transition the work of this contract to a replacement contractor or to DCF/DCBHS. This section specifies the work the contractor shall perform to transition work to a replacement contractor or to DCF/DCBHS at the end of the contract.

#### **3.19.1 TURNOVER AT END-OF-CONTRACT (EXIT EXPECTATIONS)**

The contractor shall ensure a smooth turnover upon the termination or end of the contract. The contractor shall prepare, submit, and execute a detailed End-of-Contract Transition Plan that outlines the contractor’s hand-off process to a replacement contractor. The End-of-Contract Transition Plan shall be subject to the review and approval of DCF/DCBHS. The contractor shall provide and/or perform any or all of the following responsibilities:

#### **3.19.2 GENERAL TASKS FOR END-OF-CONTRACT TRANSITION PLANNING**

The contractor shall cooperate with DCF/DCBHS during the planning and transition of contract responsibilities from the contractor to a replacement contractor or to the DCF/DCBHS. The contractor shall ensure that normal service is not interrupted or delayed during the remainder of the contract and the transition planning by all parties shall be cognizant of this obligation.

Six (6) months prior to expiration of the contract, or within thirty (30) days of notice of contract termination or cancellation, the contractor shall provide to the DCBHS Director an End-of-Contract Transition Plan for approval. The End-of-Contract Transition Plan shall ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the State.

The End-of-Contract Transition Plan must include a realistic schedule and timeline to hand-off responsibilities to the replacement contractor. This should anticipate a period of time when the contractor and the replacement contract are active at the same time while the replacement contractor gears up to assume work.

The End-of-Contract Transition Plan must identify the staff that shall be utilized during the hand-off of duties and their responsibilities such that there shall be clear lines of responsibility between the contractor, the replacement contractor and the State. Five (5) days in advance of the beginning of each month, the contractor shall provide a staffing plan for the transition period operation.

The End-of-Contract Transition Plan shall specify the actions that shall be taken by the contractor to cooperate with the replacement contractor and the State to assure a smooth and timely transition to the replacement contractor.

The contractor shall participate in all transition meetings and teleconferences to ensure that all parties meet and work out roles and responsibilities during the contract hand-off period in an amicable and cooperative way.

The contractor shall complete all work in progress and all tasks called for by the turnover plan prior to final payment to the contractor. Briefing State staff and subsequent contractor staff on all aspects of the operation of the existing contractor system shall be a prerequisite to final payment.

### **3.19.3 STATE PROPERTY AT END-OF-CONTRACT**

All material defined in Section 5.8 if this contract is the property of the State. In addition, all physical property purchased by the contractor with State funds from this contract for use in this contract, such as, but not limited to, telephones, computers, desks, chairs, etc. is the property of the State. Within thirty (30) days after award of the contract to a replacement contractor, the contractor shall identify, assess condition of and inventory all property in the possession of the contractor that is the property of the State of New Jersey.

The written inventory shall include the proposed value of such equipment. The contractor shall agree to transfer State property to the replacement contractor if the replacement contractor desires to use all or part of the State owned property. In addition, the contractor may negotiate a sale of the contractor's property that is not the property of the State with the replacement contractor if the replacement contractor so desires to use all or part of the inventory.

All State property or contractor property to be transferred to the replacement contractor or to DCF/DCBHS shall be in an "as is" condition. All property must be made available within fourteen (14) days of the contract termination date. The contractor shall cooperate fully in planning and implementing the transfer.

The contractor shall identify and provide all technical information about the State-owned property including computerized formats of the property, the technical specifications, procedural manuals and database programs as otherwise required by the contract. The contractor shall provide complete information on the contractor owned programs that have historically had interfaces with State owned property, but not including any related proprietary information or the programs themselves unless such programs are the property of the State.

The contractor shall provide a copy of the current lease and an agreement to assign the lease to the replacement contractor should the replacement contractor want to assume the current office space. The contractor shall work with the replacement contractor and the contractor's Landlord in negotiating temporary space for transition.

The contractor shall identify and assess the condition of any contractor office space that the replacement contractor shall use during transition.

The contractor shall permit a tour of the contractor facility after the replacement contract award for the purpose of evaluating whether the replacement contractor desires to (1) assume real estate lease assignment; (2) purchase of all existing furniture and fixtures; and (3) assume an assignment of certain leased equipment such as copiers and printers. No presentations or discussions shall occur during the site inspections other than to specifically identify facilities and equipment. No questions beyond the identification of the specifics of facilities shall be provided at a site inspection. Site inspections shall be coordinated with the contractor, DCF/DCBHS and the replacement contractor. Such a tour shall occur after hours or at such other time as the contractor reasonably determines so as to avoid any interference with performance of its responsibilities under the contract.

#### **3.19.4 DATA TRANSFER AT END-OF-CONTRACT**

The contractor shall develop and execute a methodology to provide:

- A full export of the database;
- A list of the schemas;
- The physical data model and the logical data model; and,
- The data dictionary.

The contractor shall transfer all data and information stored in all contractor databases and information systems (including backup copies in any medium located at the contractor's site and in off site storage).

The contractor shall provide extracts in formats specified by the State. The contractor shall assist in the data mapping and, if assistance is necessary, to the transition of the data. The contractor shall not assume responsibility for the successful import or conversion of data into any system owned, maintained, or used by the State or the replacement contractor.

In the event that data or case information is lost during transition, the contractor shall restore the data or case information and shall re-transmit that information to the replacement contractor until the transmission is successful.

At the end of the contract, a final dataset must be delivered to the State.

The contractor shall provide experienced technical support with knowledge of the contractor's application to work with DCF/DCBHS and the new contractor to complete data mapping to the new contractor system.

#### **3.19.5 SHARING OF MATERIALS WITH THE REPLACEMENT CONTRACTOR AT END-OF-CONTRACT**

As a condition of the replacement contractor receiving any of the above information and materials from the current contractor, the State and/or DCF/DCBHS shall arrange for the replacement contractor to execute a Confidentiality and Non-Disclosure Agreement.

#### **3.19.6 COMMUNICATION AT END-OF-CONTRACT**

The End-of-Contract Transition Plan shall outline recommended methods and processes to inform contractor employees, State employees, customers, the media (that is, information that may be

prepared by the contractor, but released by DCF/DCBHS), and others that there shall be a transition to a replacement contractor.

The contractor shall not provide outside communications, press releases, or articles with respect to the New Jersey operations, data, systems or infrastructure without explicit written permission from DCF/DCBHS.

The contractor shall not use the State's name, logos, images, data or reports arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of DCF/DCBHS and the State. The contractor shall continue to abide by Section 5.13 of the RFP regarding news releases.

The contractor shall provide mailings of notification letters or email notifications to providers and interested parties as designated by DCF/DCBHS regarding the changes that shall occur during transition to a replacement contractor. Such mailings shall be as provided as part of the contract and at no additional cost to the State.

The contractor shall handle a high volume of calls following a notification of contract award to a replacement contractor and the contractor shall give providers a standard response approved by DCF/DCBHS regarding the award of the contract to a replacement contractor. These notifications shall be in addition to and shall be coordinated with notifications that may be issued by the replacement contractor.

DCF/DCBHS shall coordinate all notifications to providers and interested parties regarding the changes that shall occur during transition to a replacement contractor. The contractor shall be copied on any notifications in order to help them be prepared to handle a high volume of calls following a notification.

The contractor shall inform DCF/DCBHS immediately of all media inquiries so that DCF/DCBHS can determine how and by whom responses shall be made.

### **3.19.7 COMPLETION OF WORK ITEMS AND PENDING TASKS AT END-OF-CONTRACT**

The contractor shall complete all work in progress and all tasks called for by the End-of-Contract Transition Plan prior to final payment to the contractor. DCF/DCBHS shall retain the last two (2) months payments until all end of contract tasks are complete.

If it is not possible to resolve all issues during the end-of-contract transition period, the contractor shall list all unidentified or held items that could not be resolved prior to termination of the contract and provide an inventory of open customer service requests along with all supporting documentation. The contractor shall specify a process to brief the replacement contractor on case issues before the hand-off of responsibilities and it shall be the replacement contractor's responsibility to assume those outstanding matters if the contractor and DCF/DCBHS, so elects. In order to resolve pending items, the replacement contractor shall enter into a records custodial agreement with the contractor for the duration of the transition period.

### **3.19.8 END-OF-CONTRACT TRANSITION PLANNING TEAM AND DELIVERABLES**

The contractor shall participate in a transition planning team as established by DCF/DCBHS at the end of the contract. The contractor's transition planning team shall include program evaluation staff and program monitoring staff, as well as staff that supports all automated and computerized systems and databases.

The End-of-Contract Transition Planning Team shall include members from the replacement contractor to mirror the contractor's transition team staff.

The contractor shall provide the End-of-Contract Transition Planning Team with an End-of-Contract Transition Action Plan within thirty (30) calendar days after the public notice of the award to a replacement. The End-of-Contract Transition Action Plan shall only consist of the contractor's transition related tasks and shall be maintained by the contractor throughout the contract hand-off period. The End-of-Contract Transition Action Plan shall consist of a matrix listing each transition and contract hand-off task, the functional unit and the person, agency or contractor responsible for the task, the start and deadline dates to complete the planned task, and a place to record completion of the task.

The contractor's End-of-Contract Transition Action Plan shall not consist of nor shall the contractor be responsible for developing or maintaining any implementation tasks associated with the new replacement contractor, the State or DCF/DCBHS. Any tasks associated with the implementation activities for the new replacement contractor, the State or DCF/DCBHS shall be the responsibility of the replacement contractor, the State or DCF/DCBHS, respectively.

The contractor shall perform all work specified in the plan in a timely and professional manner. Some examples of the detailed tasks and plans that must be included in the End-of-Contract Transition Action Plan include, but are not limited to the following:

1. Communication of key events that must occur between and among members of the End-of-Contract Transition Planning Team that are necessary to complete the transition hand-off and assure that all Transition Planning Team members are informed of key events.
2. Plans for meetings and processes that are needed to resolve any pending matters such as billing disputes, case updates and authorizations during the transition period.
3. Plans for the automated transfer of State data including extracts of case data, eligibility data, and authorization data, consistent with HIPAA.
4. Detailed plan for transferring program operations to the replacement contractor or DCF/DCBHS as of the end of the transition period.
5. Provide a plan to transfer the 1-800 phone number utilized by the contractor to the replacement contractor. The plan must include the method of how calls shall immediately be transferred to the replacement contractor when it is agreed by all parties to hand-off duties at the end of the transition to the replacement contractor, subject to the resolution of outstanding matters noted in the prior paragraph.

### **3.19.9 END-OF-CONTRACT COMMUNICATION AND STAFF RETENTION**

The contractor shall develop a plan on how to best inform and keep contractor employees during the transition. As soon as possible after the contract award to a replacement contractor and following notification to staff by contractor leadership, DCF/DCBHS staff shall be permitted to meet with staff in the presence of contractor leadership to discuss the transition period. Additional follow up meetings with staff may be arranged. Such meetings shall occur at a time and in such a fashion so as to minimize any interference with the contractor's performance of its responsibilities under the contract.

It is the intention of DCF/DCBHS to require the replacement contractor to grant an interview to the contractor's employees for positions under any replacement contract and thereby give qualified

employees who may lose their jobs the opportunity to apply for positions with the replacement contractor. The replacement contractor shall be under no obligation to hire staff. The contractor shall agree to inform its employees through postings in the office of the possible opportunity for a job with the replacement contractor and the availability of interviews with the replacement contractor. The replacement contractor shall ensure that employees hired from current contractor shall have employment start dates commencing after the contract termination date or transition period, whichever is longer. Interviews shall occur before or after hours or during lunch periods off the premises of the contractor so as to avoid any interference with contractor's performance of its responsibilities under the contract.

The contractor with the support of DCF/DCBHS shall provide reasonable and sufficient retention incentives to encourage contractor personnel to remain employed through the contract end date. These incentives shall be at no additional cost to the State.

The contractor shall provide weekly personnel counts for each department to the State and DCF/DCBHS during the end-of-contract period and inform the State and DCF/DCBHS of the contractor's efforts to retain personnel.

The contractor shall plan for and provide necessary back up staffing for the New Jersey operation. In the event that the contractor's NJ staff leave the employ of the contractor and the contractor is not be able to recruit regular full time New Jersey staff to backfill, back up support may be provided by contractor staff based in other locations as long as such staff is duly licensed to provide the level of care as required by the contract. To the extent necessary as determined by DCF/DCBHS, on-site placement of temporary staff shall be permitted as long as the licensure requirements are met.

#### **3.19.10 BUSINESS CONTINUITY FOR REMAINDER OF CONTRACT TERM (END-OF-CONTRACT)**

The contractor shall continue to perform work as specified in the contract during the end-of-contract transition period in accordance with all the specific performance requirements. The contractor shall maintain a presence in New Jersey until the contract end date.

#### **3.19.11 PROBLEM RESOLUTION AND CORRECTIVE ACTION TO END-OF-CONTRACT**

The contractor shall report, within 48 hours, any problems and corrective actions taken during the end-of-contract transition period.

### **3.20 INCIDENTAL WORK ITEMS**

As part of this contract, the DCF/DCBHS through the State Contract Manager may direct the contractor to perform incidental work items that were not originally contemplated in the original contract but are directly related to it. If the incidental work is directly related to the work of this contract and entails not more that 80 person-hours of work per work request, the DCF/DCBHS may engage the contractor directly. In so doing, the State Contract Manager shall provide a specific scope of work to the contractor and the contractor shall provide a written firm fixed price to perform the work with a budget showing the person-hours and the contract hourly rates that were used to calculate the proposed price. Once approved by the State Contract Manager, the contractor may proceed to perform the incidental work and be paid the fixed price.

If work exceeds 80 person-hours or if it entails added work that is not related to the work of the contract, such as, but not limited to the addition of new programs, the State Contract Manager shall provide the contractor with a written scope of work and the contractor shall provide a signed

written proposal to perform the work and that work shall be added to the contract via a contract amendment that is approved by the Purchase Bureau as specified in Section 5.20.

### **3.21 EQUIPMENT PURCHASED**

As noted in Section 3.19.3, physical property purchased with funding provided under this contract shall be the property of DCF/DCBHS, with ultimate title vested in the State of New Jersey.

The purchase of any physical property by the contractor having a useful life of more than one year or acquisition price of \$1,500.00 or more per unit shall be reported to DCF/DCBHS on a monthly expenditure report. At any time during the contract term and within 30 days after notice that this contract is terminated, or 30 days after notice of award to a replacement contractor, the contractor shall request in writing the approval of DCF/DCBHS to either dispose of said property or return to DCF/DCBHS all property furnished by the contractor or purchased with funds provided under this contract. Any disposal of physical property by the contractor shall be subject to the approval of the DCF/DCBHS.

The contractor shall conduct an annual physical inventory of all hardware, software and equipment, including State hardware, software and equipment in its possession or control, and shall cause any subcontractors to do likewise. The inventory must be consistent with Treasury requirements under Land and Building Asset Management System (LBAM). The contractor with the approval of DCF/DCBHS shall establish the method of inventory that should include a designation of any property that is State property as such. Personnel who perform the physical inventory shall not be the same individuals who maintain the property records or have custody of the property. The annual inventory shall be provided to DCF/DCBHS within two (2) days of completion. The first annual inventory must be completed no later than the last day of the 12th month after contract initiation, and the annual inventory shall be due each subsequent year on that date.

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

### **4.1 GENERAL**

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

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

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

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

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml>.

Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration.**

**THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

**4.3 NUMBER OF BID PROPOSAL COPIES**

The bidder should submit one **(1) complete ORIGINAL bid proposal**, clearly marked as the “ORIGINAL” bid proposal. The bidder should submit **fifteen (15) full, complete, and exact copies and one (1) unbound, complete and exact copy** of the original proposal.

In addition, the bidder should submit **two (2) full, complete, and exact ELECTRONIC copies** of the original proposal in PDF file format to be viewable and “read only” by State evaluators using Adobe Acrobat Reader software on compact disc (CD). The bidder should also submit (1) full, complete, and exact ELECTRONIC copy of the original proposal in an editable and “writable” PDF file format on CD for redaction.

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

**4.4 BID PROPOSAL CONTENT**

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

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

**4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL**

**4.4.1.1 SIGNATORY PAGE**

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage.

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml>.

The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

**4.4.1.2 OWNERSHIP DISCLOSURE FORM**

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

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:



<http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml>.

#### **4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml>.

#### **4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM**

All bidders shall complete the attached Notice of Intent to Subcontract Form <http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml> to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml>.

#### **4.4.1.5 SUBCONTRACTOR UTILIZATION FORM**

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml> must be completed and submitted with the bid proposal.

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

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

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

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

Refer to Section 1.1 of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml>.

##### **4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS**

This is a contract with set aside subcontracting goals for Small Businesses. All bidders should include in their bid proposal a completed and signed **Notice of Intent to Subcontract** form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml>. Bidders intending to utilize subcontractors should also include a completed and signed Subcontractor Utilization Plan form located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml>.

Failure to submit the required forms may result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact the New Jersey Commerce Commission at (609) 292-2146.

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

##### **4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION**

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml>.

##### **4.4.3.2 AFFIRMATIVE ACTION**

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

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml>.

##### **4.4.3.3 SERVICES SOURCE DISCLOSURE FORM**

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form. The Services Source Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml>. Refer to Section 7.1.2.

#### **4.4.4 TECHNICAL PROPOSAL**

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract.

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

This section of the bid proposal should contain at least the following information:

##### **4.4.4.1 OVERALL TECHNICAL APPROACH**

The bidder shall submit in a written narrative format its overall technical approach and plans that describe the bidder's conceptual understanding of the work. This narrative should convince the State that the bidder understands the objectives of the contract, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should

convince the State that the bidder's overall technical approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved. This overall technical approach should be no more than 10 pages. This page limit does not impact or restrict any other component of the bid submission

#### **4.4.4.2 DETAILED TECHNICAL APPROACH**

The bidder should describe in detail how it will perform all the work specified in the scope of work (Section 3.0). Therefore, the bidder should follow Section 3.0 section by section and provide a written response regarding the bidder's approach to the work. The technical proposal should provide clear cross references to the scope of work. If the scope of work specifies the development of a specific plan or deliverable, the bidder should explain how it will prepare the plan or deliverable. If possible, the bidder should provide an example of the plan or deliverable or a draft plan or draft deliverable that will be used as the starting point for performing work should the bidder be awarded the contract. The detailed technical approach should not exceed 50 pages. This page limit does not restrict any other component of the bid submission.

While the bidder should address all services specified in Section 3.0 in its bid proposal, the following items are of particular interest:

The bidder should describe and provide its draft transition and implementation plans that start from contract award and go through the hand-off of the contract responsibilities. The discussion should include how the bidder will use or modify existing forms or create new ones.

The bidder should submit a description of its proposed call center and telephone system. If possible, the bidder should indicate if a demonstration of the call center and telephone system could be provided as part of an oral presentation. (See Section 6.2)

When preparing the detailed technical approach, the bidder should indicate how it intends to provide a management of care service that builds on the DCF/DCBHS current management of care system and follows DCF/DCBHS' case practice model with particular focus on the DYFS system

Bidders should prepare and submit its draft comprehensive set of flow diagrams that clearly depict the proposed operations, including but not limited to, client flow, workflow, data flow and authorization and provider payment process.

Bidders should describe any existing MIS that can provide the services and technological functionality that meets DCF/DCBHS' business needs, that leverage existing technology and applications (particularly existing software for collecting and analyzing IMDS assessment data) and that have a successful track record in data conversion and serving similar populations.

Bidders should propose an MIS that is adapted from an existing system and/or pre-existing software. For the purposes of this contract, the definition of pre-existing software is:

- Able to be installed and demonstrated at the time the proposal is submitted; and,
- Meets New Jersey's functional requirements.

The bidder should indicate if it is able to provide access to a live MIS demonstration for up to 20 or more participants. The demonstration should provide a review of how the system meets the business requirements as outlined in the operational sections of the scope of work. If the demonstration requires hardware to be installed, the bidder should indicate that in its bid proposal so that it can set up the hardware to the demonstration.

As part of the demonstration, bidders should demonstrate the MIS' functionality and identify how MIS shall meet the following:

- Detailed requirements specification and validation defining how all RFP functional and technical requirements shall be met;
- System prototypes or existing system showing screen layouts and flows;
- General system design document showing overall flow and features, and identifying modifications to preexisting core software;
- Logical data model showing entities, relationships, attributes, and access paths;
- Unified Modeling Language (UML) diagrams;
- Updated functional requirements as needed; and,
- Detailed system design document, including physical data model, programming specifications and screen designs, descriptions of inputs and outputs, data editing rules, data exception rules and default values.

The bidder should discuss how it will provide or perform activities (e.g., walk-thru, Joint Application Design (JAD) sessions etc.) that facilitate the contractor gaining a complete understanding of State processes.

The bidder should provide an example of an active Internet site that has been developed for a State agency and include information to permit access to the site. The bidder should also describe the development tools that will be utilized to create the website as well as the proposed security protocols that shall be used. The proposal should include a time frame for implementation.

Bidders should describe the data conversion process, including the following:

- Detailed specifications on how the data conversion will be accomplished, including an explanation of how the system will be loaded (data sequence, table layouts, etc); and,
- A description of the processes for data verification and accuracy (i.e. data verification review reports, data counts, reasonability checks) that will be utilized to convert data from existing MIS to the new MIS.

The bidder should acknowledge that the conversion strategy in particular must be approved and agreed to by the State and DCF/DCBHS prior to implementation.

The bidder should provide a list of items that are specified in the Scope of Work that the proposed MIS cannot provide to the State without being modified after contract award. The bidder should provide a plan to modify the MIS after contract award so it can deliver the required functionality.

Bidders should provide an outline of training curriculum and protocols used to impart clinically and culturally competent/responsive training and experience necessary to manage complex cases to contractor staff.

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

#### **4.4.4.3 OPTIONAL SUBMISSIONS**

Bidders must submit a bid and price proposal in compliance with the RFP's specifications. However, bidders are requested to propose innovative, alternative and optional methods of performing work that may be more efficient and effective than those specified. Therefore, in addition to submitting a bid to perform work as specified, bidders may submit in a separate section of the bid proposal, separate technical proposals and separate price proposals to do some or all of the work using innovative or alternative methods that were not specified in the RFP. In the alternative method proposal, the bidder must indicate what components of the required technical and price submission shall be eliminated, reduced or changed and the anticipated cost reduction from that elimination, reduction or change. The technical proposal for the optional/alternative work must specify the alternative work and describe the specific deliverables that DCF/DCBHS shall receive if the deliverable varies in any way from those specified. The alternative or optional method must be submitted as a firm fixed total price with an associated budget that specifies staff and hourly rates that were used to derive the total firm fixed price or total firm fixed unit prices for the alternative method. Finally, the bidder should provide the net price increase or decrease that DCF/DCBHS can expect if it instituted the bidder's proposed alternative method.

DCF/DCBHS may or may not implement some or all of the proposed alternate methods after contract award. If an optional or alternate method is not accepted, the contractor shall perform the work as specified and as priced. If the optional or alternative method is accepted, then the affected technical and price submissions that were proposed to perform work in compliance with the RFP specifications shall be deleted from the contract and replaced with the alternative proposal.

The following are suggested optional submissions; bidders are not limited to these options:

1. As an option, bidders are requested to submit alternatives for the computerized Management Information System.
2. As an option, bidders may propose an electronic application process for those children, youth and young adults who may not be manually completing a NJ Medicaid/NJ FamilyCare, DCF/DCBHS Only eligibility application.
3. Automated Internet Notification of Providers – Optional Submission

As part of an optional and alternative submission, the bidder is requested to submit a proposal to develop an automated internet notification service to providers requesting that providers update records when certain milestones are reached in a case. The DCF/DCBHS is interested in a system that could automatically notify providers through the internet or email and request that case records be updated. For example, the automated notification system could send providers an email notification when an authorization for out-of home placement has expired or when a 90 day treatment authorization has expired. This automated system would notify the provider of the expiration and request that the provider update its computerized records. DCF/DCBHS believes such a system, once installed, could provide improved case tracking without requiring the contractor to provide additional manpower. The proposal should describe the system, recommend the types of case milestones and providers that could be the

subject of automated notification and provide a separate price proposal to develop and install the system.

4. Service Delivery Model

As an optional submission, bidders are encouraged to propose innovative and/or alternative ways of providing required functionality that the bidders believe are more resource efficient, clinically effective, decrease costs to the State, and either are invisible to the child, youth, young adult and family/caregivers or enhance services.

5. Medical Eligibility

As an optional submission, the bidder may propose a strategy to address and process co-payments, deductibles and premiums from family/caregivers over an income level determined by DCF/DCBHS consistent with any Contribution to the Cost of Care Policy the Department may adopt.

6. Training

The bidder may propose optional alternatives to the various training required in this RFP.

If an alternative is proposed for any requirement in this RFP, the bidder is responsible for clearly identifying each requirement affected, the extent to which the alternative satisfies the purpose of that requirement, and the extent to which the alternative does not fully address the purpose of that requirement. Failure to accurately identify the extent to which a requirement is not fully addressed shall result in the contractor being required to satisfy the requirement at the contractor's expense, in addition to delivering the alternative accepted by the State.

## **OTHER OPTIONAL SUBMISSION ITEMS**

**Operational Requirements** – The bidder should provide optional cost (price lines) for operational requirements that exceed those specified in this RFP.

**MIS Functionality** –The bidder should provide optional cost (price lines) for MIS related items that could be offered beyond that specified in this RFP.

**AdHoc Reporting Tool** – If the bidder proposes an alternative AdHoc reporting tool other than Business Intelligence (BI) the contractor should provide a justification as well as an itemized cost for their recommendation.

**Interface Cost** –The bidder shall provide an estimate of any new system interfaces based on time and materials. This is specified on the price schedule

**Additional User Cost** – The bidder should provide a cost (price line) for adding additional MIS users in increments of costs per 100 new users beyond the minimum specified in this RFP.

**Data Conversion** – Bidders must provide a price line item cost for data conversion broken down by cost of converting 1500 data fields. Bidders must complete Attachment N – Determining the Costs for Data Conversion. The bidder must take into consideration that DCF/DCBHS has minimal IT staff resources available to assist in the conversion process and it shall be the full responsibility of the bidder to convert the data from the incumbent contractor.

### **4.4.4.4 CONTRACT SCHEDULE**

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

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

#### **4.4.4.5 MOBILIZATION AND IMPLEMENTATION PLAN**

The Transition and Implementation Plan submitted by the bidder will function as the mobilization plan.

#### **4.4.4.6 POTENTIAL PROBLEMS**

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

#### **4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE**

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

##### **4.4.5.1 LOCATION**

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

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

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

##### **4.4.5.3 RESUMES**

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts;
- Beginning and ending dates should be given for each similar contract;

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

#### **4.4.5.4 BACKUP STAFF**

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

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

#### **4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)**

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

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

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

#### **4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER**

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

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



A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Bid Proposal.

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

Financial information shall be submitted utilizing the DCF/DCBHS Annex B Budget Format. (See DCF website: <http://www.state.nj.us/dcf/contract/forms/index.html>).

#### **4.4.5.8 SUBCONTRACTOR(S)**

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

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

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

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

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

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

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

#### **4.4.6 PRICE SCHEDULE**

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

Bidders must submit a firm fixed price for each year of the contract that covers all contractor costs including the following:

1. Ongoing operational costs to operate the Children's Behavioral Health System of Care Program.
2. Implementation and upgrading of a Management Information System (including hardware, software, and support) to support program operations.
3. Meet all requirements of this RFP throughout the term of the contract.
4. See Attachment N – Determining the Costs for Data Conversion

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

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

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:  
<http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

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

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

The term of the contract shall start on the date of contract award and shall continue for a period of **five (5) years** after the contract hand-off which is anticipated to be September 7, 2009. Therefore, it is anticipated that the contract shall be effective through and including September 6, 2014.

If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for up to **two (2) years** with no single extension exceeding one (1) year, by mutual written consent of the contractor, DCBHS and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed. This contract may be extended to September 6, 2016.

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

### **5.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than one hundred eighty (180) days beyond the expiration date of the contract.

#### **5.4 CONTRACT AMENDMENT**

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

#### **5.5 CONTRACTOR RESPONSIBILITIES**

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

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

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

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

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

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

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

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage.

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

The contractor shall provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate

knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

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

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

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

## **5.8 OWNERSHIP OF MATERIAL**

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

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

## **5.9 DATA CONFIDENTIALITY**

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

## **5.10 NEWS RELEASES**

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

#### **5.11 ADVERTISING**

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

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

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

#### **5.13 CLAIMS AND REMEDIES**

##### **5.13.1 CLAIMS**

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

##### **5.13.2 REMEDIES**

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

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

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

#### **5.14 LATE DELIVERY**

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

#### **5.15 RETAINAGE**

Not Applicable.

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

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

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

#### **5.17 SUSPENSION OF WORK**

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director of DCBHS and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

#### **5.18 CHANGE IN LAW**

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

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

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

#### **5.20 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT**

N.J.S.A. 10:5-33 requires that:

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

1. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated

during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

2. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
3. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

## **5.21 ADDITIONAL WORK AND/OR SPECIAL PROJECTS**

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

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

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

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

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

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

## **5.22 FORM OF COMPENSATION AND PAYMENT**

This section supplements Section 4.5 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work Section 3.0 of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

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

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

### **5.22.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD**

DCF, DCBHS will not pay the contractor for costs related to the beginning-of-contract transition period during the transition period. Instead, all payments for the beginning-of-contract transition period shall be amortized over the sixty (60) month contract period.

## **5.23 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 07/27/07**

NJ Standard Terms and Conditions version 07/27/07 are located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml>.

### **5.23.1 PATENT AND COPYRIGHT INDEMNITY**

Section 2.1 of the NJ Standard Terms and Conditions version 07/27/07 is deleted and replaced with the following:

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

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



- b) The State of New Jersey agrees: (1) to promptly notify the contractor in writing of such claim or suit; (2) that the contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the contractor in the defense of such claim or suit, to the extent that the interests of the contractor and the State are consistent.
- c) In the event of such claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

### **5.23.2 INDEMNIFICATION**

Section 2.2 of the NJ Standard Terms and Conditions version 07/27/07, is deleted and replaced with the following:

#### **2.2 Indemnification**

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 500% of the value of the contract, except that such limitation of liability shall not apply to the following:

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

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 07/27/07.

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

### **5.23.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE**

Section 2.3 of the NJ Standard Terms and Conditions version 07/27/07 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

## **5.24 CONTRACT ACTIVITY REPORT**

Not Applicable.

## **5.25 FORCE MAJEURE**

5.25.1 The Contractor shall not be responsible for non-delivery as a result of a Force Majeure event for the duration of a Force Majeure event. Force Majeure shall mean the following:

5.25.2 A failure that is the direct result of an event that is beyond the control of the Contractor, or that is the direct result of the consequences of such event, and such event or consequences could not have been avoided by the exercise of reasonable foresight or action.

5.25.3 A Force Majeure event shall not include any events or consequences that result from a Party's negligence, willful misconduct, or economic hardship, including increases in the price or cost to provide service.

## **6.0 PROPOSAL EVALUATION**

### **6.1 PROPOSAL EVALUATION COMMITTEE**

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

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

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

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

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

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

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

### **6.3 EVALUATION CRITERIA**

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

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

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

successfully completing work on contracts of similar size and scope to the work required by this RFP.

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

Each member of the Evaluation Committee will point score the technical bid proposals and may give each bidder a maximum of 1000 weighted points. Those scores will be averaged into one committee score of 1000 points.

#### 6, Price Evaluation

Price evaluation will occur after technical scoring. The Committee will only evaluate a Bidder's price proposal if the Committee has determined, in its reasonable discretion, that:

- A. The Bidder has demonstrated the quality, fitness and capacity to satisfactorily carry out the responsibilities of the Contract.
- B. The Proposal meets all submission requirements and complies with all mandatory technical requirements stated in the RFP.
- C. The Proposal has achieved an over-all technical score of at least seventy percent (70%) of available technical points.
- D. The Proposal has achieved a technical score of at least sixty percent (60%) of available points on each of the technical evaluation criteria.

The price evaluation will be based on the proposed price submitted in accordance with the price and Section 4.0.

The Evaluation Committee will then award up to four hundred twenty eight (428) points for each for price, based on a ratio of the Proposal being evaluated versus the lowest-cost acceptable Proposal. The formula for any particular Proposal being evaluated is:

$$\text{PRICE POINTS} = 428 \times (\text{LOWEST COST} / \text{PROPOSAL COST})$$

Under this formula, the lowest cost acceptable proposal receives all four hundred twenty eight (428) available price points. A proposal twice as expensive as the lowest cost acceptable Proposal earns half as many, or two hundred fourteen (214) price points.

#### Technical Scoring and Pricing Combined

The Evaluation Committee will combine the points for the technical and price proposals to determine the total score for each Proposal per the formula below:

$$\text{TOTAL POINTS} = \text{TOTAL TECHNICAL POINTS} + \text{TOTAL PRICING POINTS}$$

The available one thousand (1,000) technical points and four hundred twenty eight (428) price points provide a maximum of one thousand four hundred twenty eight (1,428) points.

The Proposal scoring the highest amount of points will be recommended for contract award, regardless of how slim the margin.

In the event the total amount of points results in an exact tie (including decimals), the tie will be resolved in favor of the Proposal scoring the highest number of technical points per cost percentage bid on the price schedule per the tie breaking formula below:

TOTAL TECHNICAL SCORE / PRICE PERCENTAGE BID = TIE BREAKER FACTOR

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

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml>.

### **6.3.3 BID DISCREPANCIES**

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

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

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

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

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

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

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

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will

be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

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

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

## **7.0 CONTRACT AWARD**

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

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

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

##### **7.1.1.1 DEFINITIONS**

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

1. Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.
2. Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes:
  - a. all principals who own or control more than 10 percent (10%) of the profits or assets of a business entity or 10 percent (10%) of the stock in the case of a business entity that is a corporation for profit, as appropriate;
  - b. any subsidiaries directly or indirectly controlled by the business entity;
  - c. any political organization organized under Section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and,

- d. if a business entity is a natural person, that person's spouse or child, residing in the same household.

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

It shall be a breach of the terms of the contract for the Business Entity to:

- a. Make or solicit a contribution in violation of the Legislation;
- b. Knowingly conceal or misrepresent a contribution given or received;
- c. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- d. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee;
- e. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- f. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- g. Engage in any exchange of contributions to circumvent the intent of the Legislation; or,
- h. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

#### **7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS**

- 1. The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods.
- 2. Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions to the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the

intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

#### **7.1.1.4 STATE TREASURER REVIEW**

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

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

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

#### **7.1.2 SOURCE DISCLOSURE REQUIREMENTS**

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

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

##### **7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS**

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml>.

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

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



certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

#### **7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129**

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

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 07/27/07 of the RFP, unless previously approved by the Director and the Treasurer.

#### **7.2 FINAL CONTRACT AWARD**

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

#### **7.3 INSURANCE CERTIFICATES**

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

#### **7.4 PERFORMANCE BOND**

Not Applicable.

#### **8.0 CONTRACT ADMINISTRATION**

##### **8.1 CONTRACT MANAGER**

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

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

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

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

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

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

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



# State of New Jersey

DEPARTMENT OF THE TREASURY

DIVISION OF PURCHASE AND PROPERTY

PURCHASE BUREAU

P.O. BOX 230

TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
*Governor*

R. DAVID ROUSSEAU  
*State Treasurer*

October 23, 2008

To: All Interested Bidders

**Re: RFP # 09-X-20037**

**CONTRACTED SYSTEM ADMINISTRATOR FOR THE CHILDREN'S SYSTEM OF CARE**

Bid Due Date: **January 7, 2009** (2:00 p.m.)

## **ADDENDUM #1**

The following constitutes an Addendum to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP. All other instructions, terms and conditions of the RFP shall remain the same.

**PART 1**  
**09-X-20037**

**CONTRACTED SYSTEM ADMINISTRATOR FOR THE CHILDREN'S SYSTEM OF CARE**

**Answers to Questions**

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1	General	General	I did visit the website but did not find the RFP document ?	All documents are posted, however you will need to scroll down in the box to obtain all the documents.
2	General	General	The said RFP is IT Information Technology related or in general Project management. We are into IT business and can we bid only on MIS management.	The firm bidding on this RFP must perform all the work, however, the bidder may choose to subcontract some components such as the IT component.
3	10 and 17	1.2.3 and 1.3.3	I am trying to find the RFI responses that you reference in the RFP. Can you direct me to them?	Information on the RFI is available in DCF/DCBHS document room. For appointment to view information you may contact Gwen Dixon at 609-777-0740 or Olivia Townsend at 609-984-5519

**PART 2**  
**09-X-20037**

**CONTRACTED SYSTEM ADMINISTRATOR FOR THE CHILDREN'S SYSTEM OF CARE**

**Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
None.			



## State of New Jersey

DEPARTMENT OF THE TREASURY

DIVISION OF PURCHASE AND PROPERTY

PURCHASE BUREAU

P.O. Box 230

TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
*Governor*

R. DAVID ROUSSEAU  
*State Treasurer*

November 21, 2008

To: All Interested Bidders

**Re: RFP # 09-X-20037**

**CONTRACTED SYSTEM ADMINISTRATOR FOR THE CHILDREN'S SYSTEM OF CARE**

Bid Due Date: **January 7, 2009** (2:00 p.m.)

### **ADDENDUM #2**

The following constitutes an Addendum to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP. All other instructions, terms and conditions of the RFP shall remain the same.

**PART 1**  
**09-X-20037**

**CONTRACTED SYSTEM ADMINISTRATOR FOR THE CHILDREN'S SYSTEM OF CARE**

**Answers to Questions**

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
4	6 113	Notice 4.4.1.4 4.4.1.5 4.4.2.2 Subcon- tractor forms	Ours is a minority owned women business enterprise (mwbe). We recently got registered with nj state for project bids. How do we have to approach the bidder for sub contracting opportunity on information technology. Can you suggest any body or how do we have to look for them. We are in it project development and consulting business for over 11 years and we have good infrastructure to handle any it related project. We have over 150 consultants on board working with us.	It is up to the potential bidders to contact the Division of Small, Minority and Women Business Development and ask for lists of eligible small businesses that are certified small businesses in the State. It is up to potential bidders to make a good faith effort in achieving the subcontracting goal and to document their efforts in their bid proposal.
5	NA	NA	Who is the current incumbent firm and the names of other possible bidders.	Value Options, Inc is the incumbent. We do not have a list of potential bidders.
6	6 113	Notice 4.4.1.4 4.4.1.5 4.4.2.2 Subcon- tractor forms	Does the Department of Child and Behavioral Health Services offer a sub-contractor set-aside on behalf of women owned or minority owned New Jersey businesses?	See the RFP on page 6, 113, and the subcontractor set-aside forms. The RFP has a subcontracting set-aside goal of 25% for New Jersey Small businesses. See the answer to question #4.
7	6 113	Notice 4.4.1.4 4.4.1.5 4.4.2.2 Subcon- tractor forms	We are a small business and interested in bidding for this project. Since there is no Mandatory Pre-bid Conference, will you share interested vendors list?	See the answer to question #4 and #5 above.
8	80 117	3.16.5 4.4.4.3	Page 80, Section 3.16.5. The RFP requires the MIS to be a Service Oriented Architecture using Oracle for the database. This requirement limits proposals from organizations using an alternative architecture/database. The architecture and commercial database program should be	See section 4.4.4.3 of the RFP. Section 4.4.4.3 OPTIONAL SUBMISSIONS of the RFP allows bidders to propose alternative to the requirements stated in the RFP- This section allows bidders to propose systems based on an alternative

#	Page #	RFP Section Reference	Question	Answer
			transparent to the agency's systems with the requirement to demonstrate experience interfacing with state systems and a variety of MMIS vendors (e.g., Unisys, EDS, ACS, and CSC). In the interest of promoting competition beneficial to the Department, would the Department consider a system based on an alternative architecture/database technology that is currently used to support services for children's behavioral health systems the same as or similar to those in the current RFP?	architecture/database technology.
9	55	3.9.7	Section 3.9.7, page 55. Please confirm that the requirement for "call center abandonment rates shall not exceed one percent(1%) for all calls within the queue and five percent (5%) for all emergency calls with in the queue" is correct.	We are changing this requirement to say that call center abandonment rates shall not exceed three (3) percent of all calls in the queue. See Part 2 of this addendum where we make this change.
10	94	3.16.20	Section 3.16.5 Page 81 Please clarify the number of individual users. Is the requirement meant for 10,000 user IDs or 10,000 active users?	<p>The MIS system should have the ability to issue up to 10,000 users IDs and accommodate 600-700 concurrent users to be using the system at any one time.</p> <p>The 10,000 user requirement reflect DCF/DCBHS' estimate on the total number of individual users who will need access to the CSA MIS ( active users) and individual user IDs capacity needed for the CSA operations throughout the life of the contract. The following sections of the RFP provide additional information to support this requirement.</p> <p>1.2.7.6 3.16.5</p>
11	86	3.16.10	Section 3.16.10, Page 86 This section indicates that details on NJ eMediC and RLS are in Attachment M. They do not	Section 3.16.10, page 86 references the New Jersey Electronic Medical Information for Children (NJ eMediC)

#	Page #	RFP Section Reference	Question	Answer
			<p>appear to be in Attachment M. Can you please supply the details on these two items?</p>	<p>initiative and State Record Locator Service (RLS) as an example of a new interface which the contractor will be required to interface with at such time the State places an RLS into service. No additional technical information on the NJ eMedIC or the RLS is available at this time, however, information regarding the NJ eMedIC initiative is available in New Jersey's original DMAHS Transformation Grant request to the Center for Medicare and Medicaid Services (CMS) which is on the CMS web site at <a href="http://www.cms.hhs.gov">www.cms.hhs.gov</a>.</p> <p>The statement (See Section 4.4.6 for Interface Information and Attachment M – Interface Details) references interface information on existing interfaces requirements. Attachment M is available on the Purchase and Property website under Attachments K-Q</p>
12	44	3.4	<p>In section 3.4 Training section (pg.44) the RFP states that "The contractor shall work with, at a minimum, three family advocacy groups in NJ in addition to the DCF/DCBHS contracted FSOs to develop training for all contractor staff regarding interacting with families and community resources."</p> <p>1. Parents Anonymous of New Jersey and the Statewide Parent Advocacy Network have been providing training in this area, will our names be provided to the bidders or will it be our responsibility to reach out to each bidder to discuss training options?</p>	<p>This does not refer to training that the contractor gives to others. This refers to advocacy groups that are already part of the DCF system that will train contractor staff.</p> <p>DCF will develop a list of appropriate agencies and advocacy groups that will train contractor staff.</p>



#	Page #	RFP Section Reference	Question	Answer
13	6 113	Notice 4.4.1.4 4.4.1.5 4.4.2.2 Sub-contractor forms	Section 4.4.1.4 Notice of Intent to Subcontract Form, Page 113, Section 4.4.1.5, Subcontractor Utilization Form Page 113, Section 4.4.2.2 Small Business Set Aside Contracts, page 113, Section 4.4.5.8 Subcontractors, Page 121. These requirements appear to cite different requirements, can you please confirm that the bidder is required to plan for a goal of 25% of contract value as a small business set aside.	This RFP includes a requirement that a bidder make and document a good faith effort to achieve the goal of having 25% of the value of the contract performed by New Jersey based, New Jersey Division of Small, Minority and Women Business Development (formerly the NJ Commerce Commission) registered small businesses. Bidders are not required to propose subcontractors and may propose to perform work with subcontractors that are not New Jersey certified small businesses. The bidder's good faith effort in attempting to achieve the goal is one factor, among many, that the Evaluation Committee will consider in the evaluation of bids to determine which bid is the most advantageous to the State, price and other factors considered.

**PART 2**  
**09-X-20037**

**CONTRACTED SYSTEM ADMINISTRATOR FOR THE CHILDREN'S SYSTEM OF CARE**

**Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	new	5.26	Attached to this Addendum is information regarding changes to "Pay to Play" restrictions. This information is being <u>added</u> to the RFP as new section 5.26. The attached form will only be completed by the recommended contract awardee after issuance of a notice of intent to award letter but before a final contract is awarded. Do not submit the form with the bid proposal.
2	55	3.9.7	<u>Delete</u> the fifth bullet item concerning Call Center Abandonment rates. <u>Replace</u> that bullet with the following: <ul style="list-style-type: none"><li>▪ Call center abandonment rates shall not exceed three (3) percent of all calls within the queue.</li></ul>

## IMPORTANT NOTICE

### NEW “PAY-TO-PLAY” RESTRICTIONS TO TAKE EFFECT NOVEMBER 15, 2008

Governor Jon S. Corzine recently signed Executive Order No. 117, which is designed to enhance New Jersey’s efforts to protect the integrity of government contractual decisions and increase the public’s confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 (“Chapter 51”), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Executive Order No. 117 extends the provisions of Chapter 51 in two ways:

1. The definition of “business entity” is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
  - Officers of corporations and professional services corporations, with the term “officer” being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;
  - Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term “partner” being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1); and
  - Spouses, civil union partners, and resident children of officers, partners, LLC members and persons owning or controlling 10% or more of a corporation’s stock are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.
2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

***Executive Order No. 117 applies only to contributions made on or after November 15, 2008, and to contracts executed on or after November 15, 2008.***

Updated forms and materials are currently being developed and will be made available on the website as soon as they are available. In the meantime, beginning

November 15, 2008, prospective vendors will be required to submit, ***in addition to the currently required Chapter 51 and Chapter 271 forms***, the attached Certification of Compliance with Executive Order No. 117.

**Certification on Behalf of A Company, Partnership or Organization and All  
Individuals Whose Contributions are Attributable to the Entity  
Pursuant to Executive Order No. 117 (2008)**

I hereby certify as follows:

On or after November 15, 2008, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008) has solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

- a) Any candidate committee and/or election fund of the Governor;**
- b) A State political party committee;**
- c) A legislative leadership committee;**
- d) A county political party committee; or**
- e) A municipal political party committee.**

I certify as an officer or authorized representative of the Company or Organization identified below that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

**Name of Company, Partnership or Organization:**

\_\_\_\_\_

**Signed:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**(circle one) (A) The Company, Partnership or Organization is the vendor;**

**or**

**(B) the Company, Partnership or Organization is a Principal (more than 10% ownership or control) of the vendor, a Subsidiary controlled by the vendor, or a Political Organization (e.g., PAC) controlled by the vendor.**

*\*Please note that if the person signing this Certification is not signing on behalf of all individuals whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008), each of those individuals will be required to submit a separate individual Certification.*

**Individual Certification of Compliance with Executive Order No. 117 (2008)**

I hereby certify as follows:

On or after November 15, 2008, I have not solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

- a) Any candidate committee and/or election fund of the Governor;**
- b) A State political party committee;**
- c) A legislative leadership committee;**
- d) A county political party committee; or**
- e) A municipal political party committee.**

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

**Signed:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. Box 230  
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
*Governor*

R. DAVID ROUSSEAU  
*State Treasurer*

December 4, 2008

To: All Interested Bidders

**Re: RFP # 09-X-20037**

**CONTRACTED SYSTEM ADMINISTRATOR FOR THE CHILDREN'S SYSTEM OF CARE**

Original Bid Due Date: January 7, 2009

Revised Bid Due Date: **January 14, 2009** (2:00 p.m.)

## **ADDENDUM #3**

The following constitutes an Addendum to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP. All other instructions, terms and conditions of the RFP shall remain the same.

**PART 1**  
**09-X-20037**

**CONTRACTED SYSTEM ADMINISTRATOR FOR THE CHILDREN'S SYSTEM OF CARE**

**Answers to Questions**

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
14	41	3.1 #7	Administrative Requirements, is this requirement referring exclusively to MIS features and/or functionalities?	Yes, this statement does refer exclusively to MIS features and functionalities and depending on the new MIS functionality user training may be required. However, Section 1.2.7.4 Innovation (pg15) and Section 4.4.4.3 (pg 117). Optional Submissions, ask the contractor to propose innovative alternatives and optional methods of performing work that may be more efficient or effective than those specified.
15	41 42	3.1 #3	Administrative Requirements states that sufficient storage of electronic and hard copy documentation must be provided at the New Jersey location. However, the 15th bullet provides broader parameters in that storage must be within the United States. Please clarify.	<p>Page 41 and 42 refers to the administrative requirements of the contractor operations. To clarify, the contractor New Jersey location must have sufficient storage for both electronic and hard copy documentation produced and required as part of the New Jersey contractor's day to day operations. The contractor is responsible to ensure that the New Jersey operational storage needs are met. Electronic storage can be outside of New Jersey but must be within the borders of the United States. Data must be accessible electronically from the New Jersey State office</p> <p>Bullet #15 specifically references the use of off shore operations to support technology or operations of this contract. The statement "All storage and processing of information shall be performed within the borders of the United States" does not change the administrative requirement for the contractor New Jersey day to day operations.</p> <p><b><u>As stated in Section 1.2.7.6</u></b> <b><u>DESCRIPTION OF CURRENT</u></b> <b><u>MANAGEMENT INFORMATION</u></b> <b><u>SYSTEM (MIS)</u></b> Currently, the MIS storage requirements</p>



#	Page #	RFP Section Reference	Question	Answer
				<p>as stated by the existing contractor are 92 gigabytes.</p> <p>Information on the volume of hardcopy documents that need to be stored is not available, however there are approximately 20,000 to 22,000 enrolled per year. There should be sufficient storage for all records related to contractor day to day operations. A copy of DCF's Retention Policy has been provided</p>
16		3.13.1	Audit Reviews May the Information System and Operational audits be performed by the contractor's Internal Audit staff?	<p>As part of the contractor's Internal Quality Management and System Measurement function the contractor can use internal audit staff to conduct the annual audit reviews, however the audit staff must meet the professional certification standards and requirements as indicated in Section 3.13.1 (pg 72) and utilizes protocols and procedures certified or relied upon by external auditors or other independent accountants as part of the annual review.</p> <p>Also, as stated in section 3.13.2 (pg 73), the State may conduct its own audits. The State of New Jersey complies with the Federal Single Audit Act and Single Audit Act amendments and Federal OMB A 133 and Treasury Circular 04-04 for more information on DCF/DCBHS audit requirements see DCF website <a href="http://www.state.nj.us/dcf/contract/underContractManualsSectionP7.05PreAwardandSectionP7.06forAudit">http://www.state.nj.us/dcf/contract/underContractManualsSectionP7.05PreAwardandSectionP7.06forAudit</a>.</p> <p><b>Audits must be performed by a New Jersey Certified Public Accountant.</b> See part 2 of this addendum</p>
17		3.13.1	Audit Reviews The items describe requirements related to finance, IT and operations auditing. Are there any State required provider audits? If yes, can we review existing tools?	<p>As referenced in Section 3.13.2 (pg 73) the State may conduct State or Federal audits as required or deemed necessary. There are several standards that can apply for annual audit / reviews of state contracted entities. Information on standards as well as best practices for non profits/public sector involved entities can be found in pronouncements by</p>

#	Page #	RFP Section Reference	Question	Answer
				<p>GAO, AICPA, NJ OMB, Federal OMB, US DHHS-CMS, DCF website link etc.</p> <p>For example:  (1) a prudent business practice would encourage an internal audit,  (2) contracted organizations contracted with the State in excess of \$500,00 + must have an annual Single Audit conducted by an "independent licensed accountant",  (3) The State can still at its discretion conduct an Audit.</p> <p>In addition, DCF/DCBHS in collaboration with the New Jersey Office of Information Technology's ( OIT), Internal Monitoring, Audits and Control Unit (iMAC) can evaluate an organization's IT system, procedures and operations to ensure that appropriate steps have been taken to effectively and efficiently safeguard State assets and data. Typically, the IT audits are conducted using the Control Objectives for Information and related Technology (COBIT) framework. For more information see OIT website at <a href="http://www.state.nj.us/it/">http://www.state.nj.us/it/</a>.</p>
18		3.13	This passage discusses "performance measures and topics for Performance Improvement Projects (PIPs), required by other State or federal agencies, including performance improvement protocols or other measures as directed by DCF/DCBHS." Can we get details on these items, including performance measure targets required by the State?	DCBHS currently does not receive any other grants. Current funding includes State dollars, Medicaid reimbursement and Federal entitlement dollars. It is possible that DCBHS could apply for other grant funding in the future.
19		3.13	What is the size of the network, i.e., number of individual providers, clinics (sometimes referred to as community mental health centers) and facilities?	DCF has 190 contracts consisting of 366 components or programs and an additional 460 BA/IIC providers.

#	Page #	RFP Section Reference	Question	Answer																
20		3.14	What has the complaint, reconsideration, appeal volume been for the past two years?	<table><thead><tr><th></th><th>COMPLAINTS</th><th>APPEALS</th><th>RECONSIDERATIONS</th></tr></thead><tbody><tr><td>VOLUME FOR THE PERIOD 11/1/2006 TO 11/1/2007</td><td>157</td><td>1</td><td>28</td></tr><tr><td>VOLUME FOR THE PERIOD 11/1/2007 TO 11/1/2008</td><td>85</td><td>3</td><td>30</td></tr><tr><td>TOTALS</td><td>242</td><td>4</td><td>58</td></tr></tbody></table> <p>Of the 242 complaints 199 were completed less than 5 days and 43 were completed less than 30 days, none extended beyond 30 days. Of the reconsiderations, 32 were completed in less than 30 days and 26 reconsiderations were completed less than 45 days. Line by line detail is not tracked.</p>		COMPLAINTS	APPEALS	RECONSIDERATIONS	VOLUME FOR THE PERIOD 11/1/2006 TO 11/1/2007	157	1	28	VOLUME FOR THE PERIOD 11/1/2007 TO 11/1/2008	85	3	30	TOTALS	242	4	58
	COMPLAINTS	APPEALS	RECONSIDERATIONS																	
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TOTALS	242	4	58																	
21	77	3.15	Do the questions regarding provider availability refer to whether or not there is a Participating Provider? Or, is it referring to whether a Participating Provider has the capacity to provide services for a specific client within the required timeframes?	DCF/DCBHS is requiring the contractor to provide information management and administrative support to identify service gaps, not to identify providers on a client specific basis. However, the contractor does have client specific expectations in the Management of Care, 3.10, Unitization Management 3.10.1 and Care Coordination 3.11 sections of the RFP.																
22	77	3.15	How will we receive the initial data for current service providers in order to create the database?	As part of the data conversion process the existing provider data file will be transferred from a State server via electronic transfer to the new vendor's MIS.																
23	15	1.2.7.6	Description of Current Management Information System (pg. 15) This section states that as of 1/1/08, 88,000 case files are supported by the current MIS, of which 38,000 are active cases. Attachment K to the RFP shows 51,556 members served in the Mental Health system based on Census 2000 totals. Can you provide the current enrollment and active cases by month or quarter for the past two years for	<p>Information on the enrollment and active cases by month or quarterly for the past two years is not readily available. DCF does not currently track cases monthly or quarterly, only annually. However, the following information might provide some clarification on current caseload:</p> <p>As of mid Nov 2008, the current CSA enrollment is approximately 108,000 and 39,000 active cases. On any given day, there are approximately 7,400 cases active in case management, 1,200 active</p>																

#	Page #	RFP Section Reference	Question	Answer
			SCF/DCBHS?	in Mobile Response, 2,000 in residential care, and 1,300 cases active with family support organizations.
24	114	4.4.4.1 4.4.4.2	General Please verify that the only sections that have page limits are 4.4.4.1 (10 pages) and 4.4.4.2 (50 pages).	Technical proposal size has been extended to 100 pages, 50 pages for the programmatic and 50 pages for the MIS.  This excludes technical attachments, charts, and examples of plans.
25			General Please address whether there is a minimum font size for text, tables and graphics; and whether 2-sided copying is permitted.	The State will accept any pitch, but the font size should be no less than 10.
26	50	3.9.1 #9	Is this referring to a separate telephone number for emergencies, clinical referrals, and service authorizations? If so, is this one number for all areas, or a specific number for each?	DCF/DCBHS requires one designated line for clients to access services with a prompt tree from which families can access the appropriate services; see attachments A and B for more information. One of the prompts must include access for emergency clinical referrals and emergency service authorizations.
27			Is there any way we can be matched with a mainstream bidder before the RFP due date? We are a minority owned State Approved Clinic to provide services to school age children. Our idea is to present a combined proposal with the minority concerned already built into the proposal.	See question 4 in Addendum #2.
28	80	3.16.5	Section 3.16.5 (pg 80) The RFP mentions support necessary for Netscape and IE 6 as well as IE 7. What version of Netscape are they referring to as Netscape is no longer supported is the RFP actually referring to one of the other popular web browsers that is still supported like FireFox?	At the time of RFP development, DCF had some legacy users who used Netscape 4.8 who had not been migrated to Internet Explored (IE) at the time. We expect that all users will be migrated by time of contract award. Therefore, Netscape support will not be an issue. The current standard for DCF is internet Explorer 6.0 and higher. However, DCF will consider the latest versions of non DCF standard web browsers such as Fire Fox.
29	81	3.16.5	By eliminating the users need to input complex codes for information data entry: We are	Yes, the majority of the users of the contractor's MIS system are community based organization with average

#	Page #	RFP Section Reference	Question	Answer
			assuming that means that inevitable codes in the resulting data requires their human readable form on the user interface. Is this a correct assumption?	technical skills. For the purpose of this RFP, DCF prefers that for the graphical user interface, that data be in human readable form and not code based., This can be accomplished by using drop down boxes, list boxes other data entry tools, etc, with English Language words or phrases to click on instead of codes.
30	81	3.16.5	The 5 second response time requirements listed in multiple places within this section are to be measured using what method. Will this method account for the inevitable latencies that occur with the kind of distributed systems required by the RFP as well as the issues arising from inconsistencies in user interface equipment (IE older vs. newer hardware, and different versions of the underlying OS's).	<p>These are overall performance standards, which allow for some issues of latency as of part normal operations, or unforeseen network issues, however the five second response time, must be met and demonstrated excluding latency time.</p> <p>It is the contractor's responsibility to demonstrate how they measure network response time.</p>
31	82	3.16.5	Provide Geographic Information System (GIS). The RFP does not specify a particular GIS provider or if the RFP wants the GIS provider to be developed internally by the contractor, IE leveraging external GIS providers (Map Quest, Google, Microsoft Virtual Earth) or development internally of said functions.	Since the website is part of the contractor's outsourced solution, the State is looking for bidders to propose a GIS functionality. This solution may include leveraging external GIS providers (MapQuest, Google, Microsoft Virtual Earth) or developing internally GIS functions. It is expected that bidders will demonstrate how the GIS solution will integrate within the MIS.
32	82	3.16.5	The contractor shall build and transfer specialized reporting views or tables. What mechanism is to be employed in this transfer of information to the chosen State Server.	<p>As stated in section 3.16.9, MIS Conversion Plan, once data are converted, the contractor shall provide full export of its database to a State-designated server via secure file transfer or other acceptable method compliant with the State's Secure FTP protocol (See Attachment J – Accessing the State of NJ's File Transfer Server from a Public Server).</p> <p>However, it is acceptable to propose a batch method. The methodology will be finalized as part of systems design phase.</p>
33	86	3.16.10	The section makes reference to Attachment M for the multiple interface details described as	The interface details for each system will be defined at the design phase of the project. The MIS should accommodate

#	Page #	RFP Section Reference	Question	Answer
			requirements in the RFP. Attachment M is lean on said details necessary for actual implementation of said interfaces. Are additional documents available that adds to the interface detail picture painted by attachment M?	interfaces to a State system - via secure file transfer or other acceptable method compliant with the State's Secure FTP protocol (See Attachment J – Accessing the State of NJ's File Transfer Server from a Public Server).  Bidders can review the NJMMIS architecture document which is available in the DCF document library.
34	90	3.16.13	The section makes reference to the multiple kinds of testing required by the RFP. Specifically the Network response time, and overall performance tests with requirements elsewhere in the RFP (3.16.5). The responsibility for rectification of any issues Identified in these tests belongs to what party?	The contractor shall be responsible to rectify any issues as it relates to the contractor's MIS.
35	93	3.16.15	Make available to New Jersey any new features and or functionalities available to other clients. We are assuming this to mean functionality in the same system line. For example, Modifications to reporting, UI, data warehouse for the same departmental functions, or modifications to allow conformity of existing functions with changing external requirements. Is this correct?	This statement refers exclusively to MIS features and functionalities and depending on the new functionality user training may be required. To clarify, the State is requesting that any new functionality that is part of the vendor's MIS systems which is available to other clients of the contractor be made available to New Jersey, at no additional cost. It is within the State's discretion to accept the new MIS features and/or functionality. This includes system upgrades.

**PART 2**  
**09-X-20037**

**CONTRACTED SYSTEM ADMINISTRATOR FOR THE CHILDREN'S SYSTEM OF CARE**

**Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
3	1	Cover	The bid submission due date has changed. <u>Delete</u> January 7, 2009 and <u>replace</u> it with January 14, 2009.
4	NA	Attachment	Attached to this addendum is the DCF Retention Policy
5.	72	3.13.1	In this section <u>delete</u> all references to a Certified Public Accountant and <u>replace</u> it with a New Jersey Certified Public Accountant.
6	115	4.4.4.2	Technical proposal size has been extended to 100 pages, 50 pages for the programmatic and 50 pages for the MIS.  This excludes technical attachments, charts, and examples of plans.  Font size should be no less than 10 and only one sided typing is acceptable.

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

DEPARTMENT POLICY: DCF.P8.01-2007

EFFECTIVE DATE: August 31, 2007

REVISED: July 1, 2008

**SUBJECT: Access to Records and Facilities; Retention of Contract  
Records; Confidentiality**

**I. PURPOSE**

The purpose of this policy is to advise Department Of Children and Families (DCF) personnel and Provider Agencies of the requirements for accessing Provider Agency records and facilities, the retention of Contract records, and the confidentiality of client records.

**II. SCOPE**

This policy applies to all DCF Contracts, as well as all approved assignments and subcontracts.

**III. POLICY**

**A. Public Access**

The policy delineated below reflects many of the provisions of N.J.S.A. 47:1A-1 et seq., popularly referred to as the "Right to Know Law", as well as Department of Human Services Administrative Order 2:01, "Confidential Nature of Records and the Right to Know".

1. Certain Contract documents are considered public records and are therefore open to public inspection. For example:
  - Standard language documents ("boilerplates")
  - Appendices, and supporting materials
  - Programmatic and financial reports
  - Monitoring and evaluation reports
  - Audit reports
2. Every citizen shall have the right to inspect the above-designated public records during regular business hours after prior arrangements have been made with the Department or Provider Agency. Citizens shall also have the right, under the supervision of an appropriate Departmental or Provider Agency official, to copy such records by hand and also to have such records machine copied by the Department or Provider Agency upon payment of a



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DEPARTMENT OF CHILDREN AND FAMILIES**

reasonable fee. Original records may not be removed from the Department or Provider Agency premises. Information regarding the Open Public Records Act (OPRA) is available at [www.state.nj.us/opra](http://www.state.nj.us/opra).

3. Client records of any kind, including, but not limited to, case records, social histories, eligibility, medical, and psychological records, are not considered public records and are not open to public inspection. Any client name and other direct or indirect identifying client information must be deleted before Contract records are made public (refer to Section III. D.2 below regarding confidentiality).

**B. Government Access to Provider Agency Records and Facilities**

1. The Provider Agency's services, books, records, and facilities must be available to the Department or an agent of the State or Federal government for the purposes of visitation, inspection, evaluation, or audit. Such visitations, inspections, evaluations, and audits may be at any time and may be announced or unannounced.
2. The Provider Agency must, during regular business hours, make available to all such governmental agencies, or any persons or organizations engaged thereby, its financial, statistical, and program information, client records, and other data relating to the Contract, in order to permit audit examination, inspection, excerpts and transcripts.

If the Provider Agency is located outside the State of New Jersey, the Provider Agency shall make the records available in New Jersey upon receiving a written request for such records from the Department or its representative.

3. The right of access to Provider Agency records is not limited to the required four-year retention period (refer to Section III. C. below), but lasts as long as the records are retained.

**C. Retention of Records**

1. The Provider Agency and its subcontractors shall maintain adequate books and records, supporting documents, statistical records, client records, and all other records pertinent to the Contract, and with the following qualifications, shall retain all such books and records for four years after submission of the final report.

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- a. If any litigation, claim, negotiation, audit or other action involving the records has not been resolved, the records must be retained until after such resolution.
  - b. Records for Equipment acquired with Federal/State funds must be retained for three years after final disposition, replacement, or transfer of the Equipment.
  - c. If Contract records are transferred to or maintained by the Department, the Provider Agency has no further obligation with respect to those records. If records are transferred to the Department, the Department shall verify in writing to the Provider Agency, a listing of the records that were received.
  - d. Public Provider Agencies are required to abide by the Destruction of Public Records Law (N.J.S.A. 47:3-15 et seq.), and the General Records Retention Schedule for County and Municipal Agencies which is developed in accordance with the law. A copy of the law and the schedule may be obtained through the Department of State, Division of Archives and Records Management.
2. Copies made by microfilming may be substituted for the original records.

**D. Confidentiality**

1. All visitations, inspections, evaluations, and audits shall be conducted in accordance with generally accepted standards of privilege and confidentiality.
2. The Provider Agency must treat all personal records of applicants for and recipients of Contract services in accordance with all applicable Federal and State legislation and regulations, including Executive Orders, governing access to and confidentiality of records. With the exceptions specified below, the Provider Agency may not release or disclose records except to authorized personnel of the Provider Agency, the Department, or another appropriate unit, agency, or agent of State or Federal government approved by the Department for receipt of the information. Exceptions are as follows (see N.J.S.A. 30:4-24.3):
  - a. When release or disclosure is court-ordered;
  - b. When the applicant or recipient (or, if appropriate, his or her parent or guardian) gives prior written approval regarding the information to be released or disclosed and the person(s) and/or agency(ies) authorized to receive the information; and

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DEPARTMENT OF CHILDREN AND FAMILIES**

- c. When the Provider Agency is located outside the State of New Jersey, release or disclosure may be to authorized personnel of such other state's local or state government.

Any release or disclosure of information shall explicitly prohibit any unauthorized re-release or re-disclosure of the information.



Commissioner



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. Box 230  
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
*Governor*

R. DAVID ROUSSEAU  
*State Treasurer*

December 17, 2008

To: All Interested Bidders

**Re: RFP # 09-X-20037**

**CONTRACTED SYSTEM ADMINISTRATOR FOR THE CHILDREN'S SYSTEM OF CARE**

Original Bid Due Date: January 7, 2009

Revised Bid Due Date: **January 14, 2009** (2:00 p.m.)

## **ADDENDUM #4**

The following constitutes an Addendum to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP. All other instructions, terms and conditions of the RFP shall remain the same.

**PART 1**  
**09-X-20037**

**CONTRACTED SYSTEM ADMINISTRATOR FOR THE CHILDREN'S SYSTEM OF CARE**

**Answers to Questions**

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section	Question	Answer
36	55	3.9.7	How long, on average, does the registration take to complete?	Average of five (5) minutes.
37	59	3.9.13	Approximately how many Notices of Action and Notices of Decision have been sent to members in FY2007?	None
38	60	3.9.15	How often and in what quantity (number of pages per mailing), was the dissemination of information required in the past?	Types of mailings include information for new enrollees, or system wide notices or newsletters.  Currently there are 1 to 2 mailings per month.  The type and volume of mailings must accommodate approximately 20,000 to 22,000 families per year.
39	66	3.10.10	Does the 90,000 treatment plans and reviews represent unique cases/individuals?	No. See question #53 for more information.
40	60	3.10	Please provide the approximate number of individuals meeting the criteria "assisting in development and coordination of plans of care for children, youth and young adults who are not receiving care management/case management assistance through other designated components of the Children's System of Care."3.10/page 61 Should the Utilization Management Plan be submitted with the proposal or following award of a contract?	The number of active care coordination children cases on 11/24/08 is 31,424. This number represents all children receiving services without a care manager in the last year. Approximately 4,000-5,000 children per month are actively receiving services without a care manager assigned. In October 2008, roughly 4,200 children in care coordination actively received a service.  See section 4.4.4.2 regarding plans.
41A	61	3.10.2	Should the Utilization Management Plan be submitted with the proposal or following award of a contract?	As stated in Section 4.4.4.2 DETAILED TECHNICAL APPROACH, if the scope of work specifies the development of a specific plan or deliverable, the bidder should explain how it will prepare the

#	Page #	RFP Section	Question	Answer
				plan or deliverable. If possible, the bidder should provide an example of the plan or deliverable or a draft plan or draft deliverable that will be used as the starting point for performing work should the bidder be awarded the contract.
41B	62	3.10.3	Should the Outlier Management Plan be submitted with the proposal or following award of a contract?	Same as above see Section 4.4.4.2. regarding plans.
42	63	3.10.4	What services are "explicitly exempted by DCF/DCBHS" for authorization?	At this time, the incumbent contractor is not managing utilization of inpatient hospital services. Any and all other services that may be exempted will be developed as part of ongoing operations with the vendor.
43	61	3.10.1	Where may we download the DCF/DCBHS established clinical guidelines for access to care?	The DCF/DCBHS established clinical guidelines for access to care are available in the document library. DCF/DCBHS intends to revise these guidelines with the installation of a new CSA. See Section 1.3.3 of the RFP.
44	62	3.10.3	States the contractor shall utilized "the outlier database and established DCF/DCBHS approved protocols." Will the State provide the database and/or report summary? Will the State provide "established DCF/DCBHS approved protocols" for outlier management?	No, outlier management is a new function, it is not being performed by the incumbent contractor, DCF/DCBHS will work with the contractor to develop the database, reports and protocols.
45	63	3.10.4	What levels of care/services require prior authorization? What levels of care/services require continued stay? Does the state require the frequency of continued stay reviews?	<p>Currently, all case management, out of home treatment, Intensive In-Community and Behavioral Assistance, Assessment, Flex Funds, Mobile Response, Multi-Systemic Therapy, Functional Family Therapy and Partial Hospitalization services require prior authorization and continued stay reviews. Family Support, Partial Care and outpatient/clinic-based services are not currently reviewed by the contractor.</p> <p><b>1. What levels of care/services require continued stay?</b>  Within the out of home treatment continuum, all levels of care required continued stay authorization. This is done through a process of cyclical joint care reviews that are submitted to the CSA for clinical review and approval for</p>

#	Page #	RFP Section	Question	Answer
				<p>continued care or discharge.</p> <p><b>2. Does the state require the frequency of continued stay reviews?</b></p> <p>The State does require a frequency of continued stay reviews. At this point the state is requiring the first continued stay review at 120 days and every ninety days thereafter until a youth is transitioned home or to another treatment program. The state will work with the awarded contractor to establish appropriate review timelines.</p> <p>Assessments Services: Approximately 7,000 per year.  Case Management: Approximately 13,000 per year  Mobile Response and Stabilization Services: Approximately 8,000 annually  Out of Home Treatment: Approximately 3,500 annually  Intensive In-Community Services (Includes Multi-Systemic Therapy and Functional Family Therapy): Approximately 20,000 annually  Behavioral Assistance: Approximately 7,000 annually  Partial Hospitalization: Approximately 2,000 annually  Care Coordination: Approximately 30,000 annually  Family Support Organization: Approximately 4,000 annually</p> <p>Please note children are often served in multiple services in a year, and the numbers above reflect that overlap. Approximately 35,000 unduplicated children receive services annually. The remaining services are not currently managed and annual utilization numbers are not readily available.</p>
46	63	3.10.4	The contractor is to manage services listed on page 63 under 3.10.4. However, it states these services are not limited to this list. What other service is the contractor expected to manage?	<p>The Children's System of Care is evolving to improve the ability of the State to respond flexibly to the needs of children, youth and young adults. In that evolution, the State may, from time to time, add additional services. Currently, for example, the State is encouraging the development of Evidence Based Practices (EBP) for selected children, youth and young</p>

#	Page #	RFP Section	Question	Answer
				adults. The two EBPs currently being developed in New Jersey are Multi-Systemic Therapy (MST) and Family Functional Therapy (FFP). The State intends to encourage additional EBPs prospectively.
47	63	3.10.4	For those services listed under section 3.10.4, please provide the approximate unduplicated number receiving services and the average length of service. Please also identify which services in this list require pre-auth, concurrent review and/or retrospective review.	<p>Assessments Services: Approximately 7,000 per year.  Case Management: Approximately 13,000 per year  Mobile Response and Stabilization Services: Approximately 8,000 annually  Out of Home Treatment: Approximately 3,500 annually  Intensive In-Community Services (Includes Multi-Systemic Therapy and Functional Family Therapy): Approximately 20,000 annually  Behavioral Assistance: Approximately 7,000 annually  Partial Hospitalization: Approximately 2,000 annually  Care Coordination: Approximately 30,000 annually  Family Support Organization: Approximately 4,000 annually</p> <p>Please note children are often served in multiple services in a year, and the numbers above reflect that overlap. Approximately 35,000 unduplicated children receive services annually. The remaining services are not currently managed and annual utilization numbers are not readily available.</p> <p>See question 45 for additional information.</p>
48	63	3.10.5	How many members were placed in OOH settings for FY2007? How many in FY2006?	<p>Using Budget Briefing Data, FY07 OOH was 3,749 and FY08 was 3,594.</p> <p>Data is based on an authorization in ABSolute for OOH.</p>
49	65	3.10.8	States only a board certified or board eligible child psychiatrist shall make denials, reductions or terminations of inpatient services, alternative to inpatient services, and medication monitoring. However, other licensed clinical care coordinators may make denials for	Alternatives to "inpatient hospital services" would be settings or integrated treatment plans that in the best professional judgment of the psychiatrist would provide the appropriate medically necessary services in the least restrictive setting that would best meet the needs of the



#	Page #	RFP Section	Question	Answer
			other levels of care. Can the State clarify what levels of care are "alternative to inpatient services" versus the levels of care that are not alternatives?	youth. Examples could include, but are not limited to, Intensive Residential Treatment Centers, Psychiatric Residential Treatment Facilities, or an integrated intensive program for Outpatient services.
50	65	6.10.8 #4	Notice of Action procedures. Could you please identify how many times a Notice of Action was issued for FY2007? How many in FY2006?	None.
51	62	3.10.2	Does the state require a specific frequency for "periodic review of the treatment plans?"	Generally 90 days.
52		3.10 3.11	Various - Is the "treatment plan" and "Individual Service Plan" referring to the same plan or are they different?	The Individual Service Plan (ISP) is defined in the definitions in Section 2.0 of the RFP. The treatment plan, which is a separate plan, is developed by a licensed clinical professional/team with input from the youth and family/caregiver that incorporates "Treatment Planning" as defined in the definitions.
53	66	3.10.10	This states there were approximately 90K treatment plans and reviews completed in 2007. Because there are only 38K active cases (per page 15) does this mean each treatment plan gets reviewed several times per year? Or does the 90K figure include other reviews such as UM reviews? If the 90K figure represents reviews other than treatment plan reviews, please provide the approximate number of reviews by type of review.	Each child has a new treatment plan submitted when they receive a new treatment service, at a specified timeframe during the course of treatment (generally every 90 days) and at the end of the service. The 90,000 plans encompasses all of these reviews types including requests for service, continued stay reviews, discharge reviews, and miscellaneous reviews required by the DCF/DCBHS for particular service requests.  DCF estimates 25% of reviews are initial authorizations, 25% are discharge reviews, and 50% are continued stay reviews.
54	67	3.11	Should the Care Coordination Plan be submitted with the proposal or following award of a contract?	See Section 4.4.4.2 regarding plans and questions 41A and 41B.
55	67	3.11	Can the State provide how many individuals meet the requirements for care coordination?	Based on the Agency Summary Report, 31,424 active children were in Care Coordination on 11/24/08. The number of Care Coordination children has fallen in the 27,000-35,000 range for the past few months. This number represents all children receiving services without a

#	Page #	RFP Section	Question	Answer
				care manager in the last year. Approximately 4,000-5,000 children per month are actively receiving services without a care manager assigned. In October 2008, roughly 4,200 children in care coordination actively received a service.
56	68	3.11.1	States we are to develop specialized processes for care coordination and UM for children involved with the Courts, Probation and the JJC. Can the State provide the number of individuals involved with the Courts, Probation and the JJC?	The current contractor does not track this information. DCF is asking bidders to propose a specialized process that will identify these categories of children involved in the Children's System of Care. Since these categories of children currently participate in the Children's System of Care, DCF does not anticipate any increases in the number of children referred from these agencies.
57	69	3.12	Should the Service Plan for Children, Youth, and Young Adults be submitted with the proposal or following award of a contract?	See Section 4.4.4.2 regarding plans and questions 41A and 41B.
58	71	3.13	Should the Outcomes Management and Quality Improvement Plan be submitted with the proposal or following award of a contract?	See Section 4.4.4.2 regarding plans and questions 41A and 41B.
59	73	3.14	Should the Complaint, Reconsideration, and Appeals Plan be submitted with the proposal or following award of a contract?	See Section 4.4.4.2 regarding plans and questions 41A and 41B.
60	77	3.15	Should the Network Development Plan be submitted with the proposal or following award of a contract?	See Section 4.4.4.2 regarding plans and questions 41A and 41B.
61	78 to 99	3.16	Should the Comprehensive MIS Plan (including identified sub-plans) be submitted with the proposal or following award of a contract?	See Section 4.4.4.2 regarding plans and questions 41A and 41B.
62	100	3.18	Should the Beginning-of-Contract Transition Plan be submitted with the proposal or following award of a contract?	See Section 4.4.4.2 regarding plans and questions 41A and 41B.
63	1.5	3.19	Should the End-of-Contract Transition Plan be submitted with the proposal or following award of a contract?	See Section 4.4.4.2 regarding plans and questions 41A and 41B.
64			General. In addition to the requested plans are we able to submit additional attachments?	Yes, Bidders can submit attachments. Attachments are not restricted by the 100 page technical submission limit.

#	Page #	RFP Section	Question	Answer
65			General Does the entire proposal response need to be submitted in one binder?	No. See Section 4.3 to 4.4.6 pages 112 to 122.
66		Attachment B	Attachment B 'Emergency calls go to Customer Service. These calls must be answered within 10 seconds.' Does this mean calls must be answered with an average speed of answer of 10 seconds, or that 100% of the calls must be answered within 10 seconds?	Average speed of 10 seconds.
67		Attachment B	<ul style="list-style-type: none"> <li>What is the percentage of overall call volume that is Emergency calls, or calls that press option '1'?</li> </ul>	Approximately 1% select the emergency button.
68		Attachment B	Attachment B 'If the call is not a true emergency, the caller is placed back in the phone queue'. Is this a requirement or a suggestion? If it is a requirement, where in the phone queue should the caller be placed?	The flow chart in Attachment B is a recommendation.
69		Attachment B	Attachment B 'All non-emergency calls go to Customer Service (CS) and registration is taken. Calls are answered within 30 seconds.' Does this mean calls must be answered with an average speed of answer of 30 seconds, or that 100% of the calls must be answered within 30 seconds?	90% of calls will be answered within 30 seconds. Call center average speeds to answer all calls shall not exceed 30 seconds for all calls. See Performance Standards – Attachment L. See 3.9.7, page 55 which specifies that “Call Center average speeds to answer all calls shall not exceed 30 seconds.
70		Attachment L	Attachment L Overall performance criteria for Call Center Answer 90% of calls: Within 30 seconds. This metric is a service level and all the other call metrics are ASA - is this for the aggregate calls (rolled up)?	Call center average speeds to answer all calls shall not exceed 30 seconds for all calls.
71	15	1.2.7.6	RFP indicates that the current ABSolute system is proprietary, although modifications reimbursed by the State are the property of the state. Will an incoming vendor be required to assume responsibility for any of the State's property that is part of the ABSolute system?	No, the incoming vendor will not be required to assume or support any part of the ABSolute system, however, they will be required to assume and convert the incumbent contractor's current program databases and provide the functionality required in the RFP.

#	Page #	RFP Section	Question	Answer
72	15	1.2.7.6	States that there are 88,000 case files, of which about 38,000 are active. Please clarify an incoming vendor's responsibility for the approximately 50,000 files that are inactive?	The contractor will be required to maintain and provide access to the historical data within the MIS.
73	15	1.2.7.6	Mentions files on the current system. Can the State provide a description of the format and content of the files referenced, e.g., are these electronic medical record files, care plans, or some other type of file? Can the State also provide the format for these files?	File formats will be finalized during the design and testing phase of the project.  The current file formats that are in the ABSolute system are proprietary; however bidders can view the on line training videos for the ABSolute system to gather information on current functionality. See <a href="http://www.vonewjersey.com/AISvideotraining.htm">http://www.vonewjersey.com/AISvideotraining.htm</a>
74	15	1.2.7.6	Provides information on the number and type of MIS users. Are the current number of users (3,000 - 5,000) concurrent users? That is, are between 3,000 and 5,000 users online at any one time?	The MIS system should accommodate up to 10,000 active users with the ability for 600 to 700 concurrent users to be using the system at any one time. See sections 1.2.7.6 and 3.16.5.
75	15	1.2.7.6	Includes a requirement for the MIS to accommodate 10,000 users. Are the user's only professional and/or State staff, or do consumers and family members also use the system? Is the number to be accommodated also concurrent?	Users include, but are not limited to, staff from DCF/DCBHS, DYFS, DMAHS, Family Support Organizations (FSOs), network providers, DCF/DCBHS care management agencies, and OOH residential treatment providers. See Section 1.2.7.6.
76	15	1.2.7.6	States that the current MIS transmits Prior Authorization (PA) records twice a week to the MMIS. Is the MMIS able to accommodate a more frequent schedule (such as at nightly)?	Yes, however nightly PA transmissions may not be feasible or necessary. The frequency of data transmits with other state agencies will be delineated through the MIS Implementation Planning process.
77	17	1.3.2	States that USPS mail deliveries are not delivered directly to the Purchase Bureau. Are Federal Express shipments delivered directly to the Purchase Bureau?	Yes. All the package delivery services, including Federal Express, deliver packages to the Purchase Bureau, Bid Receiving Room. Deliver packages to 33 West State Street, 9 <sup>th</sup> floor, Trenton, NJ. All deliveries should have the RFP number 09-X-20037 marked on the outside of the box to identify it as a bid.  USPS deliveries must have PO Box 230 in the address. Bids that are not received at the bid receiving room by

#	Page #	RFP Section	Question	Answer
				the bid due date and time will be rejected.
78	33	2.2	(Medically Necessary Services). What criteria does the current contractor use to determine medical necessity? If proprietary, will information be shared with an incoming vendor such that continuing stay determinations can be made taking into account criteria that was used for the initial determination?	The State is intending that the medical necessity of treatment will be determined by a professionally licensed clinician who within the scope of their practice can make such determinations. Such determinations will be determined by the biopsychosocial assessment, the information management decision support tools and/or any other clinical information that provides information to facilitate the determination regarding the need for services. The State will work with the contractor as appropriate to develop any new criteria as determined necessary by the State.
79	41	3.1 #3	States that the New Jersey office must provide sufficient storage for electronic and hardcopy documentation. Will hardcopy files maintained by the current contractor be transferred to an incoming vendor or be retained by the State? If by the vendor, can the State provide an estimate of the volume of materials that the incoming vendor will have to accommodate?	<p>Page 41 refers to the administrative requirements of the contractor's operations. To clarify, the contractor's New Jersey location must have sufficient storage for both electronic and hard copy documentation produced and required as part of the contractor's day to day operations. The contractor is responsible to ensure that the contractor's New Jersey operation meets the storage and space requirements.</p> <p>Electronic storage can be outside of New Jersey but must be within the borders of the United States. Data must but must be accessible electronically from the New Jersey State office.</p> <p><b>As stated in Section 1.2.7.6</b> Currently, the MIS storage requirements as stated by the existing contractor are 92 gigabytes.</p> <p>Yes, hardcopy files will be transferred from the current contractor to the replacement contractor.</p> <p>Information on the volume of hardcopy documents that need to be stored is not available, however there are approximately 20,000 to 22,000 enrolled per year. There should be sufficient storage for all records related to contractor's day to day operations. A</p>

#	Page #	RFP Section	Question	Answer
				<p>copy of DCF's Retention Policy has been provided.</p> <p>The Retention Policy was attached to Addendum #3.</p> <p>Website is:</p> <p><a href="http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml</a></p>
80	41	3.1 #3	Are the electronic files to be stored in the Trenton office archives of current files? If not, what electronic files are to be stored in the Trenton office?	Electronic storage can be outside of New Jersey but must be within the borders of the United States. Data must be accessible electronically from the New Jersey office.
81	41	3.1 #4	Indicates that the State will own the toll-free telephone number. Does the State own the current telephone number? Will that number be available for transfer to an incoming vendor?	State does not own the current toll free telephone number, however, as stated in <u>3.9.1 OPERATE A 24/7 BY 365 DAY CALL CENTER, #2</u> , it is anticipated that this number will be transitioned from the incumbent contractor to a new contractor or to the State at the end of this contract term.
82	41	3.1 #5	States the requirement for an office to be set aside for State staff. Does the State have an estimate of the size of the office desired? Will the 2 or 3 State employees use the office at one time, or one at a time?	Space should accommodate 2 to 3 state employees at the same time and be equipped as stated.
83	46	3.6	<p>Requires that the contractor shall manually review Medicaid/NJ Family Care, DCF/DCBHS Only eligibility applications to determine eligibility for DCF/DCBHS Only coverage.</p> <p>a. Please provide additional detail on the frequency of transmitting data and reporting on individuals with 3560 Coverage.</p> <p>b. Can the State provide an estimate of the volume of these applications on a monthly basis?</p> <p>c. Is the eligibility record maintained by the MMIS updated electronically for newly eligible individuals or is it manually updated?</p> <p>d. Does the contractor have the responsibility for any other eligibility</p>	<p>a. The frequency of transmitting data will be determined at implementation meetings. The contractor should be prepared to transmit data daily on all normal state working days.</p> <p>b. The State estimates that 6000 to 8000 applications may need to be processed annually.</p> <p>c. Electronically.</p> <p>d. No. contractors do not have the responsibility for any other eligibility</p>

#	Page #	RFP Section	Question	Answer
			determination?	determination.
84	46	3.7	<p>Describes benefit coordination responsibilities of the contractor.</p> <p>a. Does the incumbent vendor identify and track third party liability as part of the current contract?</p> <p>b. If so, will third party coverage information be transmitted to an incoming vendor as part of background documentation on eligible individuals?</p> <p>c. If the State adopts a policy that entails processing premiums, co-payments, or deductibles on the part of the contractor, what is the advance notice period the state would provide for the contractor to prepare and test such a system?</p> <p>d. Would such a modification be considered within the scope of the current RFP?</p>	<p>a. No, however the current contractor receives TPL information from Unisys.</p> <p>b. The contractor will receive on a periodic basis TPL information on Medicaid/NJ FamilyCare eligible households. The frequency will be determined in the implementation meetings. In addition, the contractor will be required to convey TPL information that they have collected to appropriate parties at either the State or Fiscal Agent level.</p> <p>c. "The State is seeking a proposal by the contractor that would provide the State with the ability to adopt this policy within the contract covered under this bid.</p> <p>d. We are anticipating that the cost of this policy implementation would be provided as an add-on to the cost of the proposal.</p>
85	47	3.8	<p>States that the contractor's information must represent a one-to-one relationship to authorizations, providers, service time spans, and other elements. Since individuals served by the program may receive multiple authorizations for different providers and different time periods depending on the nature of services indicated and authorized, we are unsure of the meaning of this item. Does the Department mean that each authorization must be uniquely associated with an individual, dates of service, and a provider? For example, if an authorization was requested for a single individual but for more than one type of service, would it be necessary for there to be two authorizations in the contractor's system?</p>	<p>Yes. The interface with Unisys requires unique authorizations for each provider of service for each youth being served for each period of treatment.</p>



#	Page #	RFP Section	Question	Answer
86	66	3.10.10	States that 90,000 treatment plans and reviews completed between January 1, 2007 and December 31, 2007. Can the Department provide separate estimates of initial authorizations, concurrent reviews, and discharge reviews?	Each child has a new treatment plan submitted when they receive a new treatment service, at a specified timeframe during the course of treatment (generally every 90 days) and at the end of the service. The 90,000 plans encompasses all of these review types including requests for service, continued stay reviews, discharge reviews, and miscellaneous reviews required by the DCF/DCBHS for particular service requests.
87	48	3.8.11	States requirements for the contractor's assignment of eligibility. Section 1.2.7.6 seems to imply that the contractor will receive eligibility files from New Jersey Office of Information Technology. The definitions section the RFP indicates that CBOSS agencies make determinations of eligibility for Medicaid and financial assistance programs. We understand that the contractor is responsible for DCBHS Only eligibility determinations. Can the Department provide additional information about the requirement in 3.8.11 to assign eligibility?	<p>Yes, the contractor will receive eligibility files from New Jersey Office of Information Technology.</p> <p>Yes, the contractor is responsible for DCBHS Only eligibility determinations.</p> <p>Yes, the contractor will be asked to identify the current eligibility number that maximizes Federal Financial information (FFP), and to communicate this information to the providers/billers of services to use in their claim submittal to the Fiscal Agent.</p>
88	48	3.8.13	Requires that the contractor report and correct any errors discovered in the data or interchange process with the Fiscal Agent prior to the next payment cycle. Please confirm the timeframe for payment cycles (i.e., monthly, bi-weekly, weekly). If the contractor is able to correct errors on a timely basis for daily communication to the Fiscal Agent, is the Fiscal Agent able to confirm receipt of corrected data on a similar schedule?	<p>The payment cycle is weekly.</p> <p>Yes, the Fiscal Agent can confirm receipt of information. Again, exactly what and how information is sent needs to be determined at implementation meetings.</p>
89	50	3.9.1	Requires the contractor to provide "live chat ability" to assist in triage. Please clarify this requirement. Is it a requirement of the website or call center? What sort of triage would be expected to occur?	This is a call center/customer service requirement to assist and triage callers who may be in crisis by effectuating an immediate transfer to a care manager. The call shall be answered immediately (within ten (10) seconds) and only transferred to a warm line.



#	Page #	RFP Section	Question	Answer
				<p>Triage all calls to the appropriate staff and/or agencies.</p> <p>Ensure that emergency calls are expedited immediately (within ten (10) seconds) for clinical triage and appropriate referral.</p> <p>Live chat would be similar to an IM conversation taking place real time. Both, the “caller” and the call center rep would see the “thread” of the conversation taking place similar to the example below:</p> <p><b>Caller:</b> can you provide me with contact information  <b>Call Center Rep:</b> what contact information are you looking for?  <b>Caller:</b> I would like to get the name and contact number for a local caseworker  <b>Call Center Rep:</b> What town, county etc.?</p>
90	57	3.9.11	Please identify the State stipulated reading level relevant to this program.	The contractor shall develop, distribute and post to the website (when appropriate) member information and instructional materials to children, youth, young adults and their family/caregivers that are in easily understood language and format that is written at a 4th grade reading level. Regardless of the format chosen, the member information must be printed in a type, style and size that can be easily read by children, youth, young adult and their family/caregivers with varying degrees of visual impairment or limited reading proficiency.
91	60	3.10.1	Please provide information about the DCF/DCBHS established clinical guidelines for access to care.	The DCF/DCBHS established clinical guidelines for access to care are available for review in the document library. DCF/DCBHS intends to revise these guidelines with the installation of a new contractor.
92	61	3.10.1	Can the Department please provide an example section from the current UM plan?	In addition to the detailed review and approval of individual plans of care for youth, the State is requesting the bidder's best thinking in regards to systems utilization management that

#	Page #	RFP Section	Question	Answer
				supports the State's vision that youth receive the right services, at the right time in the right amount.
93	71	3.13	Are there PIPs that have been conducted under the current contract? Could the Department share an existing PIP plan?	There are no PIPs conducted under the current contract. The current contractor does provide data for the SAMHSA Mental Health Block Grant (Plan and Implementation Report). The current contractor also provides on an as needed basis, any DCBHS data/information needed for Child Welfare Modified Settlement Agreement. Copies of the latest Mental Health Block Grant Plan and Implementation Report can be found in the Document Review Room.
94	80	3.16.5 #5	Can the Department provide additional details about potential users, e.g., are they only Department personnel and how many individuals would require access to standard and ad hoc reports?	The MIS system should accommodate up to 10,000 active users with the ability for 600 to 700 concurrent users to be using the system at any one time. See sections 1.2.7.6 and 3.16.5.
95	99	3.17	This item states that the contractor shall respond to requests for prior authorization (PA) within one business day of receipt of request. Please confirm that this timeframe and the response times for customer service that are listed in Section 3.9.9 refer to different services.	This refers to PAs that have been reviewed for corrections and/or clarification. This does not refer to normal service requests.
96	111	4.1	Bidders typically reference existing websites as examples of approaches that could be used for the CSA website, with "screen shots" that illustrate specific pages. On Page 116, Section 4.4.4.2 (paragraph three) the RFP requests an example of an active Internet site that has been developed for a state agency. To be consistent with the requirement of Section 4.1, should bidders reference the website by name but not include the URL?	<p>In general, bidders may not reference websites in place of information that should be submitted in a bid. Since websites can change after bid opening, allowing website information would allow bidders to prepare information after the bid submission due date, giving the bidder who does that an advantage over other bidders. Therefore, for most information, we do not allow a web address or URL to replace information that should be submitted in a bid.</p> <p>However, in section 4.4.4.2, we specifically request an example of an active internet site and for that component of a bid; a bidder should provide and reference a URL and</p>

#	Page #	RFP Section	Question	Answer
				website name and address. An example of an active internet site could not be provided in print and therefore must be provided via a web address.
97	119	4.4.5.3	Elsewhere in the RFP (e.g., 4.4.5.4) it is acknowledged that a new contractor would recruit and hire local staff members. In response to this section, can a bidder not currently providing CSA services in New Jersey provide resumes for the implementation team, with job descriptions to describe CSA-specific positions to be hired in the Trenton office? If so, how will this approach impact the evaluation criteria specified in Section 6.3.1.4 on page 131?	It is understood that any bidder may be contemplating hiring staff after contract award, including attempting to hire staff from the incumbent contractor. Therefore, the bidders shall identify and provide resume's of staff that it knows will be assigned to work on this contract after contract award, especially during the transition period, and indicate which staff positions will be hired and filled after contract award.
98	120	4.4.5.7	If the bidder can provide audited financial statements in response to this section, does the Annex B Budget Form have to be used? (This form seems to be more relevant to budgeting than support of financial stability.)	See part 2 of this addendum where we delete the last paragraph in section 4.4.5.7 regarding Annex B. Section 4.4.5.7 describes submissions regarding the bidder's financial capacity to perform work under this contract. The bidder's financial capability is one factor, among many, that an Evaluation Committee will use to determine which bidder's bid proposal is the most advantageous to the State, price and other factors considered.  Annex B is not submitted with the bid. Annex B is used during the term of the contract to report expenditures as specified in section 3.13.3.
99	121	4.4.6	Should the Price Schedule be separately packaged?	That is not required but would be appreciated.
100	131	6.2	If an oral presentation is requested, approximately what notice period is anticipated?	There is no fixed time period; generally more than a week notice is given. We work with bidders when asked to give an oral presentation on times and dates.
101	131	6.2	Is an oral presentation, if conducted, included in the scoring?	Yes.
102			Is this contract for bidding by only those companies who are incorporated in the State of New Jersey?	No.

#	Page #	RFP Section	Question	Answer
103			How many proposals were submitted for the previous RFP published in 2000?	This information is not available.
104			Are there any restrictions in terms of technology? Can we use open source technology?	Yes, MIS can be open source as long as it meets the performance and technical requirements of the RFP, and the system can work with standard DCF technology tools i.e. Internet Explorer.
105			Is it acceptable if we enhance and customize the existing ABSolute system?	ABSolute is a proprietary system and can only be customized by the proprietary owner of the software or owner approved subcontractors. We are expecting each bidder to propose in their bids an end to end MIS solution that satisfies the RFP requirements.
106		1.2.4	Please describe 'Mobile Response Services'?	See the definitions for mobile response in section 2.2 of the RFP.
107	15	1,2.7.6	Can we get online guest account user access to Absolute system to understand the current Functionality?	No, ABSolute is a proprietary system. - However bidders can view the on line training videos for the ABSolute system to gather information on current functionality. See <a href="http://www.vonewjersey.com/AISvideotraining.htm">http://www.vonewjersey.com/AISvideotraining.htm</a>
108			Question deleted	Question same as above.
109	20	1.4.8	How do we obtain an 'Ownership Disclosure Form'?	The ownership disclosure form is among the forms posted on the web site. Go to the web site with the RFP <a href="http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml</a> Click on NJ Standard RFP Forms.
110	41	3.1	Contractor shall make available to NJ any new features and/or functionalities available to other clients of the contractor as part of the bid proposal (no additional costs to the state). Would you please elaborate on the above?	This statement refers exclusively to MIS features and functionalities and depending on the new functionality user training may be required. To clarify, the State is requesting that any new functionality that is part of the vendor's MIS systems which is available to other clients of the contractor be made available to New Jersey, at no additional cost. It is within the State's discretion to accept the new MIS features and/or functionality. This includes system upgrades.
111	44	3.2	Please define what a "Position Control List" is?	A position control list is a position control system or methodology that manages an organization's staff resources. Most common is the

#	Page #	RFP Section	Question	Answer
				<p>assignment of sequential numbers to staff positions by title independent of employees assigned to that number. It permits the tracking of staff due to hires, transfers, vacancies. The number always remains the same tied to a staff position by title.</p> <p>E.g., if an employee indicated as administrator vacates the position the control number and corresponding title remains unchanged and vacant until filled, if the employee transfers from administrator to senior administrator through a promotion to the senior position the employee is assigned the responsibilities and number of that position.</p> <p>Position Control list will include Full Employee Name, Hours Worked, and Full Remuneration. In the budget presentation, we may require some narrative / basis of allocation of positions.</p>
112	45	3.5	In Establishing Medical Eligibility is it assumed that the contractor will have staff to interact with every referral's insurance company?	<p>It is anticipated that the successful bidder will have a general resource directory of the most common health insurance coverage. The contractor will advise families how to access benefits that may be available under their private health insurance coverage. In addition, the contractor will advise families of their rights to appeal negative coverage decisions made by the family's private insurance carrier. Finally, the contractor will assist families in negotiating the conversion of benefits within their private health insurance coverage.</p>

**PART 2**  
**09-X-20037**  
**CONTRACTED SYSTEM ADMINISTRATOR FOR THE CHILDREN'S SYSTEM OF CARE**

**Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
7	120 121	4.4.5.7	<u>Delete</u> the last sentence in this section that discusses the Annex B budget format. Annex B is not related to the financial information that bidders submit with the bid proposal.



# State of New Jersey

DEPARTMENT OF THE TREASURY

DIVISION OF PURCHASE AND PROPERTY

PURCHASE BUREAU

P.O. Box 230

TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
*Governor*

R. DAVID ROUSSEAU  
*State Treasurer*

December 23, 2008

To: All Interested Bidders

**Re: RFP # 09-X-20037**

**CONTRACTED SYSTEM ADMINISTRATOR FOR THE CHILDREN'S SYSTEM OF CARE**

Original Bid Due Date: January 7, 2009

Revised Bid Due Date: **January 14, 2009** (2:00 p.m.)

## **ADDENDUM #5**

The following constitutes an Addendum to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP. All other instructions, terms and conditions of the RFP shall remain the same.

**PART 1**  
**09-X-20037**

**CONTRACTED SYSTEM ADMINISTRATOR FOR THE CHILDREN'S SYSTEM OF CARE**

**Answers to Questions**

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section	Question	Answer
113	45	3.5	In coordinating benefits with the client's private insurance and NJ Medicaid Agency (DMAHS) and the State Fiscal Agent (UNISYS), should it be assumed that the electronic communication between DMAHS and UNISYS will provide details on what is or is not allowed and what has/has not been paid?	There is a file that can be created to determine what has, or has not, been paid. Documentation on the NJMMIS is available on the DCF document library.
114	45	3.6	Would you please detail what exactly is 3560(DCF/DCBHS) only coverage?	See newsletter on the NJMMIS.com website and Attachment O for more information.
115	46	3.6	Who retains funds for miscellaneous payments - co-payments, private pay, etc? Is there an established escrow agent or is the CSA responsible for establishing this and the procedures around this?	Funds will be processed by direct service providers or the contractor depending on the type of service. The contractor shall provide the infrastructure for this process. State of NJ will retain all funds. No escrow agent currently exists.
116	46	3.7	Can you provide a listing of the types and number of specialty reports that are needed by the Fiscal Agent?	There are no specialty reports currently needed by the Fiscal Agent. All data is transmitted by files to Unisys in a transfer format acceptable to them. For more information on the Fiscal Agent's information requirements please see section 3.8 of the RFP and attachment M. For information on current reports that are produced by the CSA see attachment G
117	48	3.8	Would you please elaborate on the "federal match hierarchy" as it relates to program utilization by Medicaid enrolled by program?	There is a claims processing protocol that exists in NJMMIS where upon claims presentation, recipients eligibility is checked for federally matching segments first, before State only codes.  During implementation meetings there will be a chart created that defines the hierarchy of federal match created by eligibility/policy staff at DMAHS.



#	Page #	RFP Section	Question	Answer														
				The contractor will be asked to identify the current eligibility number that maximizes <b>Federal Financial Participation (FFP)</b> , and to communicate this information to the providers/billers of services to use in their claim submittal to the Fiscal Agent.														
118	50	3.9.1	Would you please elaborate with details on what a "language line translation system" is?	This is an oral transmittal of messages from one language to another language. The agency will dial a toll free number, give their account number (account number will need to be established with the Translation Services of choice), and request the language needed.														
119	53	3.9.5	Please clarify the Call Center Statistics? Are the 2007 YTD Daily Ave of 554 and the projected 2008 Daily Ave. - the number of calls received each day Statewide? Can you provide statistics on the amount of calls received on a month by month basis?	<p>The table below comes from the Quarterly Reports provided to DCF. The calls are reported in the Weekly Report (Friday morning) and show the number of combined calls to Customer Service and Clinical. The number of calls indicated in the totals below are duplicative. Currently a call received by the CSA may be counted more than once, for example, if a call answered by Customer Services is transferred to the Clinical Unit it is counted twice in the totals below</p> <table><tr><th>Calls</th><th>Sep 07</th><th>Oct 07</th><th>Nov 07</th><th>Dec 07</th></tr><tr><td>Calls</td><td>13,483</td><td>19,698</td><td>16,132</td><td>14,093</td></tr></table> <table><tr><th>Jan 08</th><th>Feb 08</th></tr><tr><td>18,539</td><td>16,936</td></tr></table>	Calls	Sep 07	Oct 07	Nov 07	Dec 07	Calls	13,483	19,698	16,132	14,093	Jan 08	Feb 08	18,539	16,936
Calls	Sep 07	Oct 07	Nov 07	Dec 07														
Calls	13,483	19,698	16,132	14,093														
Jan 08	Feb 08																	
18,539	16,936																	
120	62	3.10.2	Can you please explain Title XIX and Title XXI reimbursement?	<p>See Definition in 2.0.</p> <p>Medicaid or Title XIX – The joint Federal/State program of medical assistance established by Title XIX of the Social Security Act, 42 U.S.C. 1396 et, seq. which in New Jersey is administered by DMAHS in DHS pursuant to N.J.S.A. 30:4D-1 et. seq.</p> <p>Title XXI – The federally enacted State Child Health Insurance Program which provides health care coverage for targeted, low-income children whose available family income is up to and including 350% of the federal poverty level. In New Jersey, this is known as</p>														

#	Page #	RFP Section	Question	Answer
				NJ FamilyCare or NJ KidCare.
121	65	3.10.5	For bed utilization, will there be personnel who will input bed availability at their site?	The contractor shall provide in the MIS a program for bed utilization capacity and the MIS must automatically tally bed availability as a result of the out of home treatment provider entering admissions and discharges. If the program does not enter a discharge on the MIS, it will not display a vacancy and will thereby not be able to admit another youth. Likewise, if a provider does not register an admission, it will not be paid for the treatment days.
122	66	3.10.9	Would you please explain the scenario where a "Report of authorized services for which claims have not been received" can occur?	DCF would request such a report to monitor systems level utilization, service level utilization or provider level utilization in order to indicate where authorized services are not being provided or billed to indicate where administrative oversight may be useful or necessary.
123	72	3.13.1	Please outline the approval process for the CPA firm, by the State as it relates to the annual Financial Audit?	<p>As noted in the DCF Contract Policy Manual Policy P 7.06 Attachment 1, the organization will complete a Notification of Licensed Public Accountant Form.</p> <p>While it is not an approval process, it identifies the organization's choice to conduct its required year end audit. It is the organization's challenge to select an audit firm licensed in NJ capable of conducting a complete, accurate, and timely audit.</p>
124	72	3.13.1	Can a single CPA firm provide all three audits, Financial, Information System, and Operational?	<p>The financial audit must be conducted by an independent New Jersey certified public accountant (CPA), i.e., not an employee of the organization.</p> <p>As to a CPA performing the Information System and Operational audit reviews, it could be one and the same, in house or not, but subject to further review by a DCF directed audit on agreed upon procedures.</p>
125	78	3.15.1	Is there an existing Network/Database of providers that will be transferred to the CSA and then expanded upon or reduced?	As part of the data conversion process the existing provider data file will be transferred from a State server via electronic transfer to the contractor's MIS.

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126	78	3.15.1	Should an automated method of verifying the credentials of all service providers be considered? Does a Criminal Background History check be needed?	<p>Yes. As stated in Section 1.2.7.4 INNOVATION DCF/DCBHS is looking for innovative approaches to providing a comprehensive service delivery and management model to provide services to meet the needs of children, youth and young adults. See Section 4.4.4.3 for further detail on how bidders are to submit innovative proposals with the bid proposals for an automated method of verifying credentials.</p> <p>The State is willing to consider working with the contractor to explore this capability to verify credentials to the extent this capability is available within the state system.</p> <p>Criminal background checks are the responsibility of the individual provider, and may be regulated by the applicable Licensing board. Criminal background checks are not the responsibility of the contractor.</p>
127	78	3.16.1	What is meant that the "Contractor shall make available to NJ as they become available any new features and/or functionalities available to other clients of the contractor as part of the bid proposal (at no additional costs to the state)".	<p>This statement refers exclusively to MIS features and functionalities and depending on the new functionality user training may be required. To clarify, the State is requesting that any new functionality that is part of the vendor's MIS systems which is available to other clients of the contractor be made available to New Jersey, at no additional cost. It is within the State's discretion to accept the new MIS features and/or functionality. This includes system upgrades.</p>
128	78	3.16.1	It is stated that the State does not seek to develop a new MIS system but wishes to build upon an existing system that can be modified. Does this seem practical with all of the custom, specific requirements of the State or is this simply the desire of the State?	<p>DCF/DCBHS does not seek to jointly build and develop a new MIS system, but to have the contractor provide an existing MIS that meets all contract requirements including the flexibility to be customized and modified to meet changing program requirements. Bidders have the option to propose exiting software packages or proprietary software solutions.</p> <p>Also as stated in section 4.4.4.2</p>

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				<p><b>DETAILED TECHNICAL APPROACH</b></p> <p>The bidder should provide a list of items that are specified in the Scope of Work that the proposed MIS cannot provide to the State without being modified after contract award. The bidder should provide a plan to modify the MIS after contract award so it can deliver the required functionality.</p>
129	87	3.16.11	<p>Provide DCF/DCBHS with a series of approximately 12 - 15 reporting views that will be defined during analysis sessions after contract award.</p> <p>Please elaborate on the above and provide the exact specifications for us to estimate the precise time and effort?</p>	DCF does not have exact specifications at this time, exact specifications will be defined during the design phase of the project at which time the State and the contractor will agree upon the report views and related timeline to produce them. The State's expectations are that all report views would be developed and implemented within the first three months of implementation.
130	87	3.16.11	Please elaborate on the "multiple reporting capabilities" and provide the exact specifications for us to estimate the precise time and effort?	Reports produced by the MIS are parameter driven and in a format that allows the State to manipulate and modify them. See answer to question 129 for more information.
131	115	4.4.4.2	<p>Bidder should propose a MIS that is adapted from an existing system and/or pre-existing software?</p> <p>Can the new contractor make use of the existing ABSolute system if it passes the feasibility study?</p>	ABSolute is a proprietary system and can only be customized by the proprietary owner of the software or owner approved subcontractors. We are expecting each bidder to propose in their bids an end to end MIS solution that satisfies the RFP requirements.
132	116	4.4.4.2	Does a full working prototype have to be delivered in January or can a "Prototype" (screen shots) which demonstrates the capabilities of the system suffice?	<p>The State expects the bidders to present the most effective way to demonstrate the full capabilities of the system. The State must be able to clearly understand the full capabilities of the system.</p> <p>The State believes that an interactive system is the best way to accomplish this. If screen shots are the only available method, the State will still consider the prototype.</p>
133	53	3.9.6	What is the average talk time for the call center call currently?	Average talk time is approximately 5 minutes.
134	53	3.9.6	Is there statistical information on the number of calls that the current call center receives, on hourly basis	Hourly call information is not readily available. Majority of calls are received Monday to Friday between 8:00am and

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			during the day is available?	6:00pm.  Approximately 91% 8am – 6pm, 7% 6pm – 10pm, and 2% 10pm – 8am  See Section 3.9.5 for Call Center Statistics and Question 28 for additional information.
135	79	3.16.3	Is current list of software and hardware environments available for review?	See Section 1.2.7.6 for information on the current contractor's MIS, also information on the Department of Human Services and Department of Children and Families and the State of New Jersey Shared IT Architecture found at: <a href="http://www.state.nj.us/it/ps/">http://www.state.nj.us/it/ps/</a> and the Department of Human Services Distributed IT Architecture, which can be found in PDF form in the RFP document library.
136	104	3.18.7	Who will be the users that need training and how many training sessions are required?	The MIS system should accommodate up to 10,000 active users. Users include, but are not limited to, staff from DCF/DCBHS, DYFS, DMAHS, Family Support Organizations (FSOs), network providers, DCF/DCBHS care management agencies, and OOH residential treatment providers. See section. 1.2.7.6 DESCRIPTION OF CURRENT MANAGEMENT INFORMATION SYSTEM (MIS)  The number of training sessions will need to be determined as part of Program Implementation.
137	1	cover	Would the State reconsider the Bid Submission Due Date? Specifically, instead of a due date of January 7, 2009, moved the due date to January 28, 2009 - a three-week extension for Thanksgiving week, Christmas week, and New Years week - or another date preferred by the State?	The bid due date has been postponed to January 14, 2008.
138	13	1.2.5.3	Guiding Principles: Concerning the DCF Case Practice Model and DCF Innovation Zone Unified Case Management Pilot Project initiatives listed within this section. What level of coordination is expected with these initiatives? Are there other initiatives that we would also need	The level of coordination is expected to be consistent with the guiding principles in the section and other requirements as outlined in this RFP.  Since the Children's System of Care continues to evolve and develop to meet

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			coordination with the contractor?	the needs of youth and their family/caregiver, the State is anticipating that the contractor will provide the flexibility to support changes to the System of Care.												
139	13	1.2.6.1	Population Served: Can the State provide the breakdown of the population group based on coverage groups (Medicaid, KidCare/Family Care, private insurance, etc.), service types (DYFS, DDD, JJC, etc.), and other pertinent program categories?	<p>In State Fiscal Year 2007, the eligibility of children served by DCF/DCBHS breaks down as follows:</p> <table><tr><td>Medicaid</td><td>81.0%</td></tr><tr><td>FamilyCare A</td><td>5.9%</td></tr><tr><td>FamilyCare B</td><td>1.4%</td></tr><tr><td>FamilyCare C</td><td>3.6%</td></tr><tr><td>Family Care D</td><td>2.4%</td></tr><tr><td>DCBHS Only</td><td>5.7%</td></tr></table> <p>DCF/DCBHS anticipates that some of the children currently with none of these coverages will be enrolled with the addition of the eligibility management function to the contractor's scope of work; it is not yet clear how large that number will be.</p> <p>Population breakdown on service types is not currently available in a verified and reliable format.</p>	Medicaid	81.0%	FamilyCare A	5.9%	FamilyCare B	1.4%	FamilyCare C	3.6%	Family Care D	2.4%	DCBHS Only	5.7%
Medicaid	81.0%															
FamilyCare A	5.9%															
FamilyCare B	1.4%															
FamilyCare C	3.6%															
Family Care D	2.4%															
DCBHS Only	5.7%															
140	41	3.1	Administrative Requirements: Can the State provide statistics on current hard copy storage requirements? Specifically, how many boxes, what size, and containing what types of documents are currently in inventory? Will the new contractor be required to take over the existing hard copy inventory? What is the monthly growth rate for hard copy inventory?	<p>Page 41 refers to the administrative requirements of the contractor's operations. To clarify, the contractor's New Jersey location must have sufficient storage for both electronic and hard copy documentation produced and required as part of the New Jersey contractor's day to day operations. The contractor is responsible to ensure that the contractor's New Jersey operation meets the storage and space requirements.</p> <p>Electronic storage can be outside of New Jersey, but must be within the borders of the United States. Data must but must be accessible electronically from the New Jersey State office.</p> <p>As stated in Section <u>1.2.7.6 DESCRIPTION OF CURRENT MANAGEMENT INFORMATION SYSTEM (MIS)</u></p> <p>Currently, the MIS storage requirements as stated by the existing contractor are</p>												

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				<p>92 gigabytes.</p> <p>Information on the volume of hardcopy documents that need to be stored is not available, however there are approximately 20,000 to 22,000 enrolled per year. There should be sufficient storage for all records related to CSA day to day operations. A copy of DCF's Retention Policy can be found at <a href="http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml</a> and was attached to Addendum 3.</p> <p>Hardcopy files will be transferred from the current contractor to the replacement contractor.</p>
141	41	3.1	Administrative Requirements: What is the records retention policy for hardcopy inventory? What is the records retention policy for electronic inventory? Does the entire hardcopy inventory have a corresponding electronic image?	<p>The entire hardcopy inventory does not have a corresponding electronic image. There are hard copy documents that support the case files that may not be available in electronic form.</p> <p>A copy of DCF's records retention policy is available. See <a href="http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/09x20037.shtml</a> and Addendum 3 for DCBHS' records retention policy.</p>
142	44	3.2	Personnel Section: How does the State define a "position control list" used in the following section? The contractor shall provide a position control list on a monthly basis, as changes in staffing occur, and as directed by DCF/DCBHS.	<p>A position control list is a position control system or methodology that manages an organization's staff resources. Most common is the assignment of sequential numbers to staff positions by title independent of employees assigned to that number. It permits the tracking of staff due to hires, transfers, vacancies. The number always remains the same tied to a staff position by title.</p> <p>E.g. if an employee is identified on the position control list as holding a administrator position, then vacates the position, the control number and corresponding title remains unchanged and vacant until filled, if the employee transfers from administrator to senior administrator through a promotion to the senior position the employee is assigned the responsibilities and number of that new position.</p>

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				Position Control list will include Full Employee Name, Hours Worked, and Full Remuneration. In the budget presentation, we may require some narrative / basis of allocation of staff.
143	45	3.5	Establishing Medical Eligibility - Identifying Health Insurance: Are there laws in the State of New Jersey that require health care insurers to disclose member eligibility information to the State? If so, are there specific details on how member eligibility information should be disclosed? Can the State provide the applicable laws for bidders to review?	<p>Yes, language on Establishing Medical Eligibility - Identifying Health Insurance is included in each year's State Appropriation Act. Current information can be found in the State Fiscal Year 2008-2009 Appropriation Act (P.L. 2008,c. 35 which states:</p> <p>"Notwithstanding the provisions of any law or regulation to the contrary, any third party as defined in subsection m. of section 3 of P.L.1968, c.413 (C.30:4D--3), writing health, casualty, workers' compensation or malpractice insurance policies in the State or covering residents of this State, shall enter into an agreement with the Division of Medical Assistance and Health Services to permit and assist the matching no less frequently than on a monthly basis of the Medicaid, NJ FamilyCare, Charity Care, and Work First New Jersey General Assistance eligibility files and/or adjudicated claims files against that third party's eligibility file, including indication of coverage derived from the Medicare Prescription Drug, Improvement, and Modernization Act of 2003, and/or adjudicated claims file for the purpose of coordination of benefits, utilizing, if necessary, social security numbers as common identifiers."</p>
144	46	3.6	Eligibility Management Responsibilities for DCBHS Only Youth (Known as 3560 Coverage): What percent or number of Medicaid/NJ FamilyCare, DCF/DCBHS Only eligibility application reviews are performed manually?	All of the applications are reviewed manually by Medicaid eligibility staff. As part of the RFP, DCF is requesting a new function that will require the contractor to review the applications to determine eligibility for the issuance of 3560 coverage. The RFP allows bidders to propose the review of data either manually or electronically; however, it is anticipated that there be a manual process for review in certain instances where an electronic review can not make the ultimate determination of eligibility for 3560 coverage. It is anticipated that the number of 3560



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				applications that will be processed will be approximately 6000 to 8000 annually.
145	46	3.6	Eligibility Management Responsibilities for DCBHS Only Youth (Known as 3560 Coverage): Is the CSA contractor required to produce the 3560 eligibility identification cards? Or, will the CSA contractor provide a data file to a state agency or its corresponding agent to produce and mail out the cards?	The State produces plastic ID cards. Any eligibility information produced by the contractor will be sent to New Jersey Office of Information Technology (OIT).
146	46	3.7	Coordinating Medical Coverage and Third Party Liability: Does the State require the CSA contractor to recoup funds from other health care insurers when discovered after Medicaid/Family Care has paid claims?	No, any Third Party Liability (TPL) recoupments are made by a separate contractor that is hired by the State.
147	49	3.9.1	Operate a 24/7 by 365 Day Call Center, #4: Please clarify that the after-hours call center services can be physically located anywhere in New Jersey.	Yes, the after –hours call center can be physically located anywhere in New Jersey as stated in section 3.9.1
148	50	3.9.1	Operate a 24/7 by 365 Day Call Center, #6: The RFP states that "Bilingual/Multi Cultural Staff at a minimum, must represent English and Spanish and any other language spoken by five (5%) percent of the target population. See Section 1.2.6 and Attachment K for Population Demographics." It also indicates that these multilingual agents must be located at the NJ call center. Attachment K does not provide a breakdown by language spoken in the population. Please provide a list of the non-English languages that the call center must support using multi-lingual staff as opposed to a translation service. Can the State also designate which of these languages are spoken by (5%) percent of the target population?	<p><b>Multilingual</b> – At a minimum, English and Spanish and any other language spoken by five (5%) percent of the enrolled targeted population.</p> <p>See Definitions Section 2.0.</p> <p>Currently only English and Spanish represent languages spoken by 5% of the population. If the population language needs change it will be the contractor's responsibility to accommodate changes in language needs.</p>
149	50	3.9.1	Operate a 24/7 by 365 Day Call Center, #14: The RFP states "The contractor shall provide the capacity to listen to all calls, monitor and record conversations and store the	State would prefer a retention period of three (3) months for recorded calls, but will consider alternative proposals based on storage or other limitations.

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			data and make them available to DCF/DCBHS at any time." How long must the recorded calls be stored?	
150	50	3.9.1	Operate a 24/7 by 365 Day Call Center, #15: Please explain what is meant by this requirement: "The contractor shall provide live chat ability, to assist in triage." Can the State please define what they mean by live chat ability?	<p>This is call center/customer service requirement to assist and triage callers who may be in crisis by effectuating an immediate transfer to a care manager. The call shall be answered immediately (within ten (10) seconds) and only transferred to a warm line.</p> <p>Triage all calls to the appropriate staff and/or agencies.</p> <p>Ensure that emergency calls are expedited immediately (within ten (10) seconds) for clinical triage and appropriate referral.</p> <p>Live chat would be similar to an IM conversation taking place real time. Both, the "caller" and the call center rep would see the "thread" of the conversation taking place similar to the example below:</p> <p><b>Caller:</b> Can you provide me with contact information</p> <p><b>Call Center Rep:</b> What contact information are you looking for?</p> <p><b>Caller:</b> I would like to get the name and contact number for a local caseworker</p> <p><b>Call Center Rep:</b> What town, county etc.?</p>
151	51	3.9.1	Operate a 24/7 by 365 Day Call Center, #16: The RFP requires the vendor answer and respond to email requests. Please provide the volume of email requests received for an average period (day, week, month or year).	Approximately 8,300 emailed concerns/requests/questions where received in 2007.
152	51	3.9.1	Operate a 24/7 by 365 Day Call Center, #16: How many different types of printed materials will the call center be responsible for mailing? What are the sizes of the materials?	<p>Types of mailings include information for new enrollees, or system wide notices or newsletters.</p> <p>Currently there are 1 to 2 mailings per month.</p>

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153	51	3.9.1	Operate a 24/7 by 365 Day Call Center, #16: The RFP requires the vendor to mail program literature and informational materials within one to two business days (via regular mail) depending on the urgency of the request. Please provide the type and volume of mailings sent for an average period (day, week, month or year).	The type and volume of mailings must accommodate approximately 20,000 to 22,000 families per year.  See Question #152.
154	53	3.9.5	Staffing: With reference to Call Center Volume Statistics, can the State provide statistics on IT Helpdesk Related calls? If not available, can the State provide an estimated % of IT Helpdesk Related calls against the total calls?	There have been approximately 2,400 IT Help Desk calls received in the past year. For more information on Call Center Statistics see answer to question 119
155	53	3.9.5	Staffing: The chart of Call Center Volume Statistics provides call volumes but no call durations are included. What is the average handle time for each of these types of calls?	See question #133.
156	53	3.9.5	Staffing: What is the volume of the Emergency calls and what is the call distribution throughout the day? If possible, please provide a call distribution break down by 30 minute intervals.	Approximately 1% of the calls received are emergency calls. Current call volume statistics are not available in break downs by 30 minute intervals. For more information on Call Center statistics see answer to question 119
157	53	3.9.6	Customer Service: The RFP states that the vendor will "work with children, youth, young adults and their family/caregivers to establish eligibility for other supportive services, such as, but not limited to Medicaid and community organizations;" How will the vendor establish eligibility for other supportive services such as community organizations? Which organizations will be included in this requirement? What percent of the call volume are related to this responsibility?	The contractor shall have a comprehensive resource list of Medicaid providers and community organizations available outside of the DCF/DCBHS provider network that can be accessed by children and families not demonstrating a level of need for DCF/DCBHS services. The contractor should have the ability to give families referral and eligibility information for those programs and services. We estimate that currently between 33% and 50% of all calls result in information and referral.  All see Section 3.9.5 for more information on call volume.
158	56	3.9.9	Customer Service Help Desk Response Time Standards: The RFP states that the call center must operate 24 x 7 yet it also states that	The call center will be available 24/7. Staff must be present at the New Jersey contractor's location to assist all callers from 8:00am to 6:00pm Monday through

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			the hours of operation are 8:00 am to 6:00 pm Monday through Friday. Please clarify the type of calls that are required to be handled after the hours of operation?	Friday.  Calls after or before these hours will be answered by a telephone answering system that will include a line for emergencies, clinical referral and service authorizations that is maintained 24/7 and staffed by the appropriate level of staff to review and authorize services.
159	57	3.9.11	Member Recipient Information: The RFP requires that the vendor shall notify children, youth, young adults and their family/caregivers enrolled in the Children's System of Care in writing that alternative formats are available and how to access them. What are the types, volumes, and frequencies of member recipient related mailings?	The type and volume of mailings must accommodate approximately 20,000 to 22,000 families per year.  Types of mailings include information for new enrollees, or system wide notices or newsletters.  Currently there are 1 to 2 mailings per month.
160	71	3.13	Quality and Outcomes Management and System Measurement Program: What is the baseline measurement of performance for the measures listed in the RFP? What change/percent improvement is expected? What are the provider benchmarks currently?	The DCF/DCBHS management team is the principal entity responsible for ensuring contractor performance consistent with the terms of the contract. As such, DCF/DCBHS reviews and approves annual Improvement Plans appropriate to the development of the System of Care and to the goals set for the system partner agencies and the children and families served. The baseline measurement is the contractor performance complying with contractual terms and conditions, and appropriate and responsive professional work and effort toward Improvement of Program targets. Individual targets, benchmarks, and percentages are considered annually in context of the overall plan. Related deliverables with their relative priorities and due dates are established and reviewed at weekly CSA-DCBHS management meetings.
161	71	3.13	Quality and Outcomes Management and System Measurement Program: Are additional outcome measures expected other than those listed in the third paragraph of section 3.13 with regard to including children, youth, young adults, family/caregivers and other stakeholders? What are the expected results? Are they	The RFP contains all expected contractor outcomes measurements anticipated to date by the DCF/DCBHS. Given the dynamic nature of a system of care, DCF/DCBHS may find it necessary to explore other outcomes measures with the contractor during the term of the contract. These will be discussed and agreed upon in an appropriate manner. The outcome measures are developed by the

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			contractor based results, or does the State define expected results?	contractor and reviewed, modified, and approved by DCF/DCBHS, as appropriate. The expected results are successful performance efforts toward meeting outcome measurements.
162	72	3.13	Quality and Outcomes Management and System Measurement Program: How is the Quality of Care currently measured in DCF/DCBHS?	The Quality of Care is currently measured through a series of qualitative and quantitative measurements employed by DCF/DCBHS. These principally involve review and analysis of policy and procedure activities, administrative operations, human resource and fiscal operations, clinical and care management services, and quality assurance activities. Current methodologies range from field research, site reviews, interviews, case record and care practices reviews, to quantitative data measures on four axis (Access, Utilization, Compliance, and Outcomes) and analysis of various data extracts and reports.
163	72	3.13	Quality and Outcomes Management and System Measurement Program: What other grants, besides National Outcome Measures and SAMHSA Block Grant does DCF/DCBHS participate in?	DCBHS currently does not receive any other grants. Current funding includes State dollars, Medicaid reimbursement and Federal entitlement dollars. It is possible that DCBHS could apply for other grant funding in the future.
164	80	3.16.5	MIS Technical Requirements: Please clarify the accessibility and compatibility with future versions of Netscape and Internet Explorer. Specifically, does the State expect that the MIS is immediately compatible with browsers by their general availability releases or within a specific timeframe after the general availability releases? Does that State require backwards compatibility for browsers even when new versions have been released after X number of months?	<p>The MIS shall be compatible with Internet Explorer 6.0 and above.</p> <p>Yes the State does require backwards compatibility, since the State deployment for upgrades schedule may not accommodate the newest version.</p>
165	81	3.16.5	MIS Technical Requirements: Is the IT Help Desk function expected to be incorporated within the Call Center requirements located in RFP 3.9? If not, please provide details on the requirements of the IT Help Desk function.	Yes – these functions can be incorporated into one Help Desk solution. The help desk can then transfer the questioner to the appropriate IT persons.

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166	81	3.16.5	MIS Technical Requirements: The RFP states the MIS shall "Provide access to an IT Help Desk on a 24 hour a day basis." What are the call volumes for the IT Help Desk?	Approximately 2,400 IT Help Desk calls were received in the past year.
167	82	3.16.5	MIS Technical Requirements: Will the State accept other database management systems that comply with Open Database Connectivity (ODBC) protocol?	The contractor shall provide an ASCII delimited export that is imported back into Oracle. The DBMS platform should be well established and stable under all uses and full-bodied enough for an enterprise solution. Bidders who propose using another DBMS, assumes all responsibility for troubleshooting any integration issues with the State's Oracle databases, including providing necessary adapters and writing API's where required.
168	84	3.16.9	MIS Conversion Plan: The RFP refers to data conversion only. Can you clarify that there is no requirement to bring over electronic images and electronic files (such as reports, forms, notices) and load onto the selected contractor's MIS?	The ABSolute system stores electronic images, such as Referral Summaries which are child specific. The ABSolute user can access this image by clicking a link inside the child's record. Value Options uses "Auto Fax" as the pathway for these documents. There are several types of documents which could be a part of a child's record in ABSolute.
169	96	3.16.22	MIS Technical Documentation/Specification/Operation Manual and User's Manual: Will the State accept alternative approaches to well-documented program source code, instead of the use of embedded comment lines?	The State would prefer that the code be documented in the code base, however if the documentation is kept up to date and ties back to the specific code we would not preclude that type of solution from consideration. However, each vendor must demonstrate how they document their code and how often it is reviewed and updated.
170	98	3.16.26	Escrow Agreement: Can the State supply a copy of their standard/current Escrow Agreement for review?	Yes. See example escrow agreement attached to this addendum
171	98	3.16.26	Escrow Agreement: Pertaining to the Escrow Agreement. Will the agreement be managed by a neutral 3rd party, not affiliated to the contractor or the State? Who would be responsible for paying the escrow agent?	The contractor shall be responsible for paying the escrow agent. The escrow agent is the neutral party. You can Google escrow agent for software for further information.

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172	98	3.16.26	Escrow Agreement: Would the State consider waiving this requirement if the contractor agrees to a security bond?	No. A bond does not replace the escrow agreement.
173	98	3.16.26	Escrow Agreement: Could the contractor satisfy the RFP requirements for third party software escrow by providing electronic download links including valid product license keys? In this instance, physical media would not be provided.	No. An electronic link with product keys will not replace an escrow agreement.
174	98	3.16.26	Escrow Agreement: Can the State clarify the statement "unwilling to provide maintenance of the system"? Please provide examples of situations where this may apply.	. This would include failure to perform required work under the contract relating to the MIS and/or willful action of non maintenance of the MIS hardware or software that puts the State's data and children at risk.
175	98	3.16.26	Escrow Agreement: What safeguards will be enacted to protect the contractor intellectual property for materials in the escrow? Can the number and make-up of persons with access to the escrow be limited? Please provide the guidelines for bidders to review.	It is the escrow agent's responsibility to protect the intellectual property held in escrow. Limitations on the personnel at the escrow agent that may have access to the software may be discussed with the escrow agent.
176	115	4.4.4.2	Detailed Technical Approach: Regarding the limit of 50 pages to detail the technical approach. Will the State lift or increase the page limit within this section so we can fully describe our proposed solution?	Technical proposal has been extended to 100 pages;  50 pages for the programmatic and 50 pages for the MIS.  This excludes technical attachments, charts and plans.
177	119	4.4.5.2	Organization Chart (Contract Specific): How does the State define a "labor category" as used in the following sentence? The chart should include the labor category and title of each such individual.	This RFP does not specify labor categories. Therefore, bidders may use their own internally defined job titles to define a labor category.
178	120	4.4.5.7	Financial Capability of the Bidder: If certified financial statements are provided, is it required to also submit a bank reference?	It is the bidder's responsibility to provide information regarding its financial capability to undertake and successfully complete the contract that results from this RFP. A bank reference is requested, not required.



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179	4 to 23	Price Schedule	Bid Specific Forms, Price Schedule, Work sheet for Monthly Administrative Fees: For implementation and operations, are there any costs that the contractor should exclude in pricing and will be considered pass-through costs to the State.	There are no pass through costs related to this contract. For example, postage is not a pass-through cost.
180	115	4.4.4.2	The RFP indicates that the Detailed Technical Approach, which encompasses the bidder's response to Section 3.0, should not exceed 50 pages. Considering that the RFP devotes almost 70 pages to this section, would the Department consider extending the page limitation governing the response to this important section?	Technical proposal has been extended to 100 pages, 50 pages for the programmatic and 50 pages for the MIS.  This excludes technical attachments, charts, and plans.
181		Price Schedule	Price Schedule 09-X-20037 - Please confirm that the beginning of contract transition costs and payments are to be divided by 60 months and the annual amount (12 months) is to be added to the total bid price per year.	The beginning-of-contract transition cost work sheet is specified on pages 2 and 3 of the Price Schedule. All beginning-of-contract transition costs must appear on these pages. On page 3, the bidder is to total all the beginning-of-contract transition costs and divide that total by 60. There will be no lump sum payment for the beginning-of-contract transition costs. Beginning of contract transition costs will be paid in 60 equal monthly payments over the term of the contract with the first month starting on the contract hand-off date.  The administrative fees shall be calculated on a monthly basis and multiplied by 12 to create an annual fee for each of the five years of the contract. Those monthly fees and annual totals shall be transferred to and shall appear on page 1 of the price schedule. The contractor shall calculate its monthly and annual fees for each of the five years of the contract. The year one work sheets for the monthly administrative fee is specified on pages 4, 5, 6 and 7 of the price schedule. All year 1 costs should appear on these pages. The total monthly and year price should also appear on page 1 for year one. The year 2 work sheets appear on pages 8, 9, 10, and 11 of the price schedule and so on.



#	Page #	RFP Section	Question	Answer
182			Per Price Schedule 09-X-20037 please confirm that unit cost is equal to the beginning of contract transition month costs assuming 60 months.	See above.
183			Per Price Schedule 09-X-20037 please confirm that item 5, Prepare and deliver a comprehensive data conversion plan and perform all data conversion work should be added into the Total Bid Price.	The item you refer to is item 5 on the work sheet for Beginning-of-contract transition costs and payments and appears on page 3 of the price schedule. This amount shall be added into the total for the beginning of contract transition costs on page 3 and will be paid as a part of the beginning of contract transition costs over the 60 month term of the contract.
184	73	3.1.3.3	Section 3.13.3, Page 73, Please provide the Contract Annex B form.	See DCF website for Annex B. A copy of form can be found on: <a href="http://www.state.nj.us/dcf/contract/forms/index.html">www.state.nj.us/dcf/contract/forms/index.html</a>
185	103	3.18.6	How many staff does the incumbent contractor currently employ by department, i.e. member services, clinical, etc. We are asking this to help us determine the number of interviews that may be held with staff of the existing CSA.	As of October 2007 the incumbent staffing compliment is as follows:  75 staff (includes full time and part time)  32 of those staff are in clinical positions.

**PART 2**  
**09-X-20037**

**CONTRACTED SYSTEM ADMINISTRATOR FOR THE CHILDREN'S SYSTEM OF CARE**

**Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
	98	3.16.26	Attached to this addendum is a sample escrow agreement. This provides information on the escrow agreement that will be entered into by the contractor and the DCF/DCBHS.
		Addendum #3	In addendum #3, the answer to question number 28 referred to "Internet Explored", <u>Change</u> that to "Internet Explorer"

## **Appendix 6**

### **Example of an Escrow Agreement**

## ESCROW AGREEMENT

THIS AGREEMENT ("Escrow Agreement") is executed as of this \_\_\_ day of \_\_\_\_\_, 2000 ("Effective Date") by and among Venture Technologies a corporation with offices at \_\_\_\_\_ ("Licensor"), STATE OF NEW JERSEY, Department of the Treasury, Division of Purchase and Property, with offices at 33 West State Street, Trenton, NJ 08625 ("State").

### **RECITALS**

- A. State and Licensor have entered into Contract Number \_\_\_\_\_ (the "Contract"), pursuant to which Licensor must place a copy of the source code and related documentation into escrow as further described in Schedule A (the "Escrow Items"); and
- B. Licensor wishes that the State can maintain an operational version of the Licensed System; and

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

### **1. DEPOSIT OF ESCROW ITEMS.**

(a) The term "Escrow Items" as used in this Escrow Agreement means the following items:

- i. **Source Code** – all the compilable high-level programming language source code version of the Licensed System, including the software, all corrections, upgrades, updates, modifications thereof as they are available, on disk or magnetic tape media in ASCII format.

- ii. **Related Documentation** – all the related documentation and manuals and other instructions.

(b) Licensor agrees to deposit with the State a complete set of the Escrow Items within thirty (30) days after the Effective Date. Such deposit shall (i) consist of a sealed package certified by an authorized officer of Licensor and witnessed by a representative of the State, to contain a complete set of the Escrow Items as defined in Paragraph 1 (a) above, and (ii) be accompanied by a completed and signed copy of the Description of the Deposit attached hereto as Schedule B (the "Description of Deposit"). The State shall have the right to determine the authenticity of the contents, to witness the sealing of the package, to accompany the package to State, and to witness the deposit of the package in the State's facility. Licensor and the State shall have the same rights with respect to maintenance of the Escrow Items pursuant to Paragraph 2 hereof.

(c) The term "Deposit" as used in this Escrow Agreement means the Escrow Items, deposited with State by Licensor pursuant to this Escrow Agreement.

(d) When State receives the Deposit and the Schedule B, State will conduct a deposit inspection by visually matching the labeling of the tangible media containing the Deposit to the

item descriptions and quantity listed on the Schedule B. At completion of the deposit inspection, if State determines that the labeling of the tangible media matches the item descriptions and quantity on Schedule B, State will date and sign the Schedule B and mail a copy thereof to Licensor. If State determines that the labeling does not match the item description or quantity on the Schedule B, State will (i) note the discrepancies in writing on the Schedule B; (ii) date and sign the Schedule B with the exceptions noted; and (iii) provide a copy of the Schedule B to Licensor. State's acceptance of the deposit occurs upon the signing of the Schedule B by State.

## **2. REVISIONS AND MAINTENANCE.**

(a) Licensor agrees to deposit with State a copy of all the corrections, modifications, upgrades, and updates in accordance with the Contract. Such corrections shall be deposited in a sealed package certified by an authorized officer of Licensor to contain the corrections, modifications, upgrades, and updates. The deposit shall be made by Licensor within thirty (30) days of the date the corrections, modifications, upgrades, and updates were provided to the State.

(b) In the event Licensor delivers a complete replacement copy of one or all of the Escrow Items which contain(s) the most current corrections, modifications, upgrades, and updates, pursuant to the Contract or other contract between Licensor and the State, if any, Licensor shall have the right to request State to return or destroy the corresponding previously deposited Escrow Items.

(c) State shall acknowledge receipt of all corrections, modifications, upgrades, and updates to the Escrow Items by sending written acknowledgement thereof to Licensor in the form of an executed copy of the Description of Deposit.

## **3. STORAGE AND SECURITY.**

(a) State shall act as custodian of the Deposit until the escrow is terminated pursuant to either Paragraph 4 or Paragraph 11 ("Termination") of this Escrow Agreement. State shall establish, under its control, a secure receptacle for the purpose of storing the Deposit.

(b) The Deposit shall remain the exclusive property of the Licensor, subject only to the licenses provided in the Contract and the Escrow Agreement.

(c) State shall not divulge, disclose or otherwise make available the Deposit to any persons other than those persons duly authorized in writing by an officer of Licensor, except as may be necessary for State's authorized representatives to perform under this Escrow Agreement, and except as otherwise provided in this Escrow Agreement.

(d) State's sole responsibility shall be to accept, store, and deliver the Deposit, in accordance with the terms and conditions of this Escrow Agreement.

(e) If any of the Deposit shall be attached, garnished or levied upon pursuant to an order of court, or the delivery thereof shall be stayed or enjoined by an order of court, or any other order, judgment or decree shall be made or entered by any court affecting the Deposit or any part thereof, State is hereby expressly authorized in its sole discretion to obey and comply with all orders, judgments or decrees so entered or issued by any court, without the necessity of inquiring whether such court had jurisdiction, and in case State obeys or complies with any such order, judgment or decree, State shall not be liable for any compliance, notwithstanding that such order, judgment or decree may subsequently be reversed, modified or vacated.

#### **4. RELEASE OF DEPOSIT.**

(a) Upon the occurrence of any Event of Default (as defined in Paragraph 7 “Events of Default”), the Deposit shall be released to the State within the next five (5) business days following the end of such thirty (30) day period..

(b) “Contrary Instructions” for the purposes of this Escrow Agreement means a notarized affidavit executed by an official of Licensor stating that the Event or Events of Default specified in the Notice have not occurred, or have been cured.

(c) Upon timely receipt of such Contrary Instructions, State shall not release the Deposit. Subject to Sections 11(b) and (c) hereof, State shall continue to store the Deposit until otherwise directed in writing by Licensor and State jointly, or until resolution of this dispute by a court of competent jurisdiction, or until receipt of a notarized affidavit from an officer of the State, with a copy of the same also delivered to Licensor, that the State requires the Deposit in order to operate and maintain the corrections system. This Escrow Agreement terminates upon the release of the Deposit.

(d) The State shall have the right to make copies of the Deposit, as is reasonably necessary to perform its obligations under this Agreement. The State shall copy all copyright, nondisclosure and other proprietary notices and titles contained on the Deposit onto any copies made by the State. With all Deposit submitted to the State, Licensor shall provide any and all instructions as may be necessary to duplicate the Deposit including, but not limited to, hardware and/or software.

#### **5. REPRESENTATIONS AND WARRANTIES.**

Licensor lawfully possesses all right, title and interest to the Deposit, or has the right to license the same and grant the rights accorded to the State and State pursuant to the Contract and this Escrow Agreement, according to the terms thereof. Additionally, the Deposit is not subject to any lien or encumbrance.

#### **6. BANKRUPTCY.**

Licensor and the State acknowledge that this Escrow Agreement is an “agreement supplementary to” the license agreement embodied in the Contract, as provided in Section 365(n) of Title 11, United States Code (the “Bankruptcy Code”). Licensor acknowledges that if Licensor as a debtor in possession or a trustee in bankruptcy in a case under the Bankruptcy Code rejects the license agreement embodied in the Subcontract or this Escrow Agreement, the State may elect to retain their rights under the license agreement embodied in the Subcontract and this Escrow Agreement as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the State to Licensor or the Bankruptcy Trustee, Licensor or such Bankruptcy Trustee shall not interfere with the rights of the State, as provided in the license agreement embodied in the Contract and this Escrow Agreement, including the right to obtain the Deposit from State.

#### **7. EVENTS OF DEFAULT.**

The occurrence of any of the following shall constitute an “Event of Default” for purposes of this Escrow Agreement:

(a) Licensors become insolvent or generally fail to pay, or admit in writing its inability to pay its debts as they become due; or

(b) Licensors apply for or consent to the appointment of a trustee, receiver or other custodian for Licensors, or make a general assignment for the benefit of its creditors; or

(c) Any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceedings commenced by or against Licensors, and if such case or proceeding is not commenced by Licensors, it is acquiesced in or remains undismissed for sixty days (60) days; or

(d) Licensors cease to do business, and/or cease to perform, support and maintain the Deposit under the Contract, the Escrow Agreement or any other applicable agreement with Licensors or the State; or

(e) The Contract is terminated for any reason, pursuant to the Contract or Subcontract terms, prior to the normal expiration dates as are set forth in the Contract; or

(f) Licensors take any corporate or other action to authorize, or in furtherance of, any of the foregoing.

## **8. INDEMNIFICATION.**

(a) To the extent allowed by New Jersey law, Licensors agree to defend and indemnify State and to hold State harmless from and against any and all claims, actions, and suits, whether groundless or otherwise, and from and against any and all liabilities, losses, damages, costs, charges, penalties, counsel fees, and any other expense of any other nature including, without limitation, settlement costs incurred by State on account of any act, omission, or negligence of Licensors, in respect of or with regard to this Escrow Agreement; provided, however, that the provisions hereof shall not apply solely in the event of any negligent act or omission on the part of the State.

## **9. LICENSE GRANT FOR USE OF SOURCE CODE.**

Licensors grant the State, their successors and assigns, an irrevocable, nonexclusive, paid-up right and license to use, execute, reproduce, display, perform, maintain, support, upgrade and modify the Deposit, and distribute the same internally, and to prepare derivative works based on the Deposit, exclusively for the operation of the New Jersey Clean Energy Program following the occurrence of an Event of Default. The State may engage the services of third parties to enable access to the benefits of the license granted herein. The provisions of this Section 9 shall survive the termination of this Escrow Agreement following the occurrence of an Event of Default.

## **10. RECORDS.**

State agrees to keep complete written records of the activities undertaken and materials prepared and delivered to State pursuant to this Escrow Agreement. Licensors upon reasonable notice to State and during normal business hours, to inspect the facilities of State with respect to the physical status and condition of the Escrow Items.

## **11. TERMINATION.**

The State and Licensor may terminate this Escrow Agreement by mutual written agreement, upon thirty (30) days written notice to State.

**12. GOOD FAITH RELIANCE.**

State may rely and act upon any instruction, instrument, or signature believed in good faith to be genuine, and may assume that any person purporting to give any writing, notice, respect, advice, or instruction in connection with or relating this Escrow Agreement has been duly authorized to do so

**13. NOTICE.**

All notices of Event of Default, Contrary Instructions and Termination which are required or permitted by this Escrow Agreement shall be sufficiently served by mailing the same by certified or registered mail, return receipt requested, or reputable overnight courier, to the parties at their respective addresses, as follows:

(a) State:

(b) Licensor:

**15. COUNTERPARTS**

This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

**16. GOVERNING LAW.**

This Escrow Agreement shall be governed by and construed according to the laws of the State of New Jersey.

**17. SEVERABILITY.**

In the event any of the provisions of this Escrow Agreement shall be held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Escrow Agreement will remain in full force and effect.

**18. HEADINGS.**



The section headings in this Escrow Agreement do not form a part of it, but are for convenience only and shall not limit or affect the meaning of the provisions.

19. **SUCCESSORS AND ASSIGNS.**

This Escrow Agreement shall be binding upon the parties hereto and their successors and assigns. However, State shall have no obligation in performing this Escrow Agreement to any successor or assign of Licensor and the State unless it receives authoritative and conclusive written evidence of the change in status of the parties.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first above written.

LICENSOR:

**Venture Technologies, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW JERSEY

**Department of Treasury, Division  
Of Purchase and Property**

**New Jersey Department of  
Corrections**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Reviewed and Approved as to Form

Assistant Attorney General

Schedule A

Schedule B

I certify for Licensor that the above  
described deposit has been transmitted to  
State:

State has inspected and accepted  
the above materials (any exceptions are  
noted above):

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_