


ATTACHMENT J: MINIMUM REQUIREMENTS SUBMISSION INFORMATION

Vendor Name: UMR, Inc.		
Street Address: 115 W. Wausau Ave.		
City, State, Zip Code: Wausau, WI 54401-2845		
Telephone Number: (714) 226-4108		
AUTHORIZED REPRESENTATIVES TO BIND VENDOR:		
List individuals with authority to bind Vendor in connection with this Contract and future contractual documents.		
Name: Scott Hogan	Title: President and Chief Financial Officer	Email: jgiadone@uhc.com
Name: Garland Scott	Title: Health Plan Chief Executive Officer	Email: jgiadone@uhc.com
Name:	Title:	Email:
AUTHORIZED REPRESENTATIVE TO RESPOND TO QUESTIONS:		
List individual with the authority to answer questions and provide clarifications concerning Vendor's proposal.		
Name: Jeff Giadone	Title: Vice President, Public Sector California UnitedHealthcare	Email: jgiadone@uhc.com
Signature:		
By signing below: You hereby certify that you have the authority to sign on behalf of Vendor named above and acknowledge that if this Contract is awarded to your entity, the responses included in this Minimum Requirements Submission will become a binding portion of the Contract.		
Print name: Scott Hogan	Title: President and Chief Executive Officer	
Vendor's authorized signature: 	Date: 09/16/2022	

Date: September 16, 2022
 RFP Number: 270-20220830TPAS
 RFP Description: Third Party Administrative Services
 Addendum Number: 1
 Using Agency: The North Carolina State Health Plan for Teachers and State Employees
 Purchaser: Vanessa Davison
 Opening Date / Time: November 7, 2022 @ 10:00 a.m. ET

INSTRUCTIONS:

1. This Addendum is issued in response to questions submitted.
2. Section 3.4 b) Technical Requirements & Specifications is amended to correct the name of Section 5.2.5 from “Medical Management” to “Medical Management Programs;” and Maximum Points in Section 5.2.4 Product and Plan Design Management from 4 to 41; and is restated in its entirety below:

b) Technical Requirements & Specifications:

Scoring points for the Technical Proposal will be allocated as follows:

TECHNICAL AREAS	MAXIMUM POINTS
Section 5.2.1 Account Management	20
Section 5.2.2 Finance and Banking	19
Section 5.2.3 Network Management	28
Section 5.2.4 Product and Plan Design Management	41
Section 5.2.5 Medical Management Programs	18
Section 5.2.6 Enrollment, EDI, and Data Management	40
Section 5.2.7 Customer Experience	52
Section 5.2.8 Claims Processing and Appeals Management	16
Section 5.2.9 Claims Audit, Recovery, and Investigation	25
Section 5.2.10 Initial Implementation and Ongoing Testing	3
Section 5.2.11 Reporting	48
Total	310

The Vendors will be ranked in descending order based on the total points earned. The Vendor earning the least points out of the total 310 will receive the rank of one (1). The bids will fall in line according to total scored points, with the Vendor earning the most points out of the total 310 receiving the highest rank. Should two (2) Vendors earn the same score in the technical points, they will be given equal rank.

3. Section 5.1 Minimum Requirements, TPA Minimum Requirements Table is amended to remove Minimum Requirement #13 “Vendor shall submit two (2) completed and signed originals of Execution Page” in response to Vendor Questions #2 and #10. Minimum Requirement #14 “Vendor shall confirm it agreed to all performance guarantees as described in Section 6.3 and Schedules I and II.” is renumbered as Minimum Requirement #13. The amended TPA Minimum Requirements Table is restated in its entirety below as the First Amended and Restated TPA Minimum Requirements Table.

Vendors shall duplicate the First Amended and Restated TPA Minimum Requirements Table below and provide the page number reference to the location within Vendor’s proposal where the Minimum Requirement has been satisfied.

First Amended and Restated TPA MINIMUM REQUIREMENTS TABLE		
	Requirement	RFP Section Number and Page Number of Response
1	Vendor shall provide a description of the company, its operations and ownership.	
2	Vendor shall provide the city and state for each office where the operational and account management resources dedicated to the Plan will be primarily located.	
3	a) Vendor shall have provided services to at least one (1) public or private self-funded client with more than 100,000 covered lives. b) If confirmed, provide contact information for one (1) such client so the Plan can complete a reference call related to the services in this RFP.	
4	a) Vendor shall certify without exception the sufficiency of its security standards, tools, technologies, and procedures in providing Services under this Contract. b) All Vendor and/or third-party Data Centers and Information Technology Systems used under this proposed Contract for the purpose of collecting, storing, transmitting, or exchanging Plan Data shall have and maintain, valid, favorable third-party security certification(s) on all related security controls that are consistent with, and can be cross-walked to, the data classification level and security controls appropriate for moderate information system(s) per the National Institute of Standards and Technology (“NIST”) SP 800-53 Rev. 5 or the most recent revision. To satisfy this requirement, reports must have been issued within twelve (12) months prior to the anticipated Contract award date or be supplemented by bridge letters covering no more than two (2) years subsequent to the initial report issuance date. Vendor shall provide a crosswalk document along with full copies of the third-party security certification or assessment report(s), and any necessary bridge letters. Vendor shall also identify which specific system(s) covered by the third-party security certifications or attestations will be used to provide the Services under this Contract. Opinion letters or security certification attestation letters will not be submitted in lieu of full report(s).	

	<p>c) Vendor shall agree that the Plan has the right to independently evaluate, audit, and verify such requirements as part of its evaluation and during the life of the Contract, including requesting the performance of a penetration test with satisfactory results. The State will verify any such third-party security certification or assessment report yearly during the life of the Contract, and Vendor will be required to provide an updated report or bridge letter verifying that there have been no material changes in the controls reported since the issuance of the last report. Bridge letters will only be accepted for two (2) years after the date of the initial report to satisfy this requirement.</p> <p>d) Vendor shall agree that the Plan has the right to, based upon its evaluation, require that Vendor maintain cyber breach liability insurance coverage in an amount specified by the Plan, and/or commit to obtaining a favorable third-party security certification or assessment report no later than six months prior to the date that Services under this Contract begin as a condition of Contract award. Vendor shall provide documentation of the amount of cyber breach liability insurance that it currently carries for all Vendor and/or third-party Data Centers and Information Technology Systems used to provide the Services under this Contract that will contain Plan Data. If Vendor is currently undergoing a third-party NIST SP 800-53 Rev. 5 (or most recent revision) compliant security assessment of such Data Centers or Information Technology Systems, Vendor shall provide proof of purchase or a copy of its contract with the third-party retained to perform the audit, and the expected date for completion.</p> <p>e) Vendor shall accept, and the Plan understands, that security certification and assessment reports and security information provided to the State for the purpose of this Contract may contain confidential information and/or trade secrets. Refer to Section 14 "Confidential Information" of ATTACHMENT B: INSTRUCTIONS TO VENDORS for information regarding the treatment of Confidential Information.</p>	
5	<p>Vendor must demonstrate financial stability. Vendor shall provide audited or reviewed financial statements prepared by an independent Certified Public Accountant (CPA) for the two (2) most recent fiscal years that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement), and cash flow statement and, if the most recent audited or reviewed financial statement was prepared more than six (6) months prior to the issuance of this RFP, the Vendor shall also submit its most recent internal financial statements (balance sheet, income statement, and cash flow statement or budget), with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statement, to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFP). Vendor is encouraged to explain any negative financial information in its financial statement and is encouraged to provide documentation supporting those explanations.</p> <p>Consolidated financial statement of the Vendor's parent or related corporation/business entity shall not be considered, unless: 1) the Vendor's actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements; 2) the parent or related corporation/business entity provides the State with a document wherein the parent or related corporation/business entity will be financially responsible for the Vendor's performance of the contract and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the contract, financial stability, and/or such other financial</p>	

	considerations identified in the evaluation criteria; and/or 3) Vendor provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.	
6	Vendor shall confirm it agrees to ATTACHMENT C: NORTH CAROLINA GENERAL TERMS AND CONDITIONS without exception.	
7	Vendor shall complete and submit ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR.	
8	Vendor shall be financially stable; and complete, sign and submit without exception, ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION.	
9	Vendor shall complete, sign, and submit ATTACHMENT G: BUSINESS ASSOCIATE AGREEMENT.	
10	Vendor shall provide sufficient documentation and demonstrate HIPAA compliance through completing, signing, and submitting ATTACHMENT H: HIPAA QUESTIONNAIRE. If Vendor maintains that any information in documents submitted to demonstrate HIPAA compliance is proprietary or otherwise confidential, Vendor may Redact those portions in black.	
11	Vendor shall complete, sign, and submit ATTACHMENT I: NONDISCLOSURE AGREEMENT.	
12	Vendor shall complete, sign, and submit ATTACHMENT J: MINIMUM REQUIREMENTS SUBMISSION INFORMATION form.	
13	Vendor shall confirm it agreed to all performance guarantees as described in Section 6.3 and Schedules I and II.	

4. Requirement 5.2.11.2.x.2)j on page 72 is amended to change the report number from “Report 19: Utilization and Cost-Share by Service Type-Paid Claims.” to “Report 18: Utilization and Cost-Share by Service Type-Paid Claims.” The Technical Requirement 5.2.11.2.x.2) is restated in its entirety below:


2) Monthly Performance Matrix reports as outlined in Exhibit 12, “Matrix Reports,” and listed below:

- a) Reports 1 and 2: Charge Summary Paid and Incurred Reports.
- b) Reports 3 and 4: Charge Summary Trend Paid and Incurred.
- c) Reports 5 and 6: Coinsurance and Deductible, Full Population-Paid and Incurred.
- d) Reports 7 and 8: Coinsurance and Deductible, Closed Population-Paid and Incurred.
- e) Reports 9 and 10: Copay-Incurred and Paid.
- f) Report 11: Copay-Incurred (Claims Run out).
- g) Reports 12 and 13: Claims Experience Summary by Demographics, Paid/Incurred, Time, etc.
- h) Reports 14 and 15: Financial Summary-Paid and Incurred.
- i) Reports 16 and 17: Financial Reconciliation-Paid and Incurred.
- j) Report 18: Utilization and Cost-Share by Service Type-Paid Claims

5. Return two (2) properly executed originals of this Addendum Number 1 with your Minimum Requirements Proposal. Failure to sign and return this Addendum Number 1 may result in the rejection of your proposal.

Execute Addendum Number 1. RFP Number 270-20220830TPAS:

Vendor: UMR, Inc

Authorized Signature: 

Name and Title(Print): Scott Hogan
President and Chief Executive Officer

Date: 09/19/2022

No.	Reference	Vendor Question	Answer
1.	Federal Tax ID Number, Page 2	Does the Federal Tax ID form need to be submitted with the Minimum Requirements Proposal, the Technical and Cost Proposal, or with both?	The Federal Tax ID form on page 2 of the RFP should be submitted with the Technical and Cost Proposal.
2.	Execution Form, pages 3-4	Can you confirm the Execution Pages do not need to be included with the Minimum Requirements response, but only with the Technical and Cost Proposal Response?	Confirmed. Vendor shall submit Execution Pages with its Technical and Cost Proposal. (See the First Amended and Restated TPA Minimum Requirements Table in Instruction #3 above.)
3.	1.1 Vision Overview (page 8)	What is the percentage of claims and percentage of dollars currently accessing the Clear Pricing (CPP) network vs. BCBSNC network?	Currently, 38.1% of the network claims are CPP. 18.6% of the allowed network cost is CPP.
4.	1.1 Vision Overview (page 8)	Please confirm within the Vision Statement (paragraph 2), that outlines the current and projected initiatives are part of the Minimum Requirements.	The Vision Statement is background information. The requirements are outlined in Sections 5.1 and 5.2.
5.	1.2 Overview of the State Health Plan (page 9)	Please confirm the Humana Group Medical Advantage PPO Base Plan - 143,197 enrollees and the Humana Group Medical Advantage PPO Enhanced Plan - 17,977 enrollees are not in scope for this request for proposal (RFP)?	State Health Plan Members enrolled in the Humana Group Medicare Advantage Plans are not in scope for this RFP.
6.	2.7.1, page 15	Can bidders restart page numbering with each separate requested document?	Yes, Vendors can determine if and how they number their submission. However, Vendors shall adhere to instructions in Section 2.7 (a)-(f).
7.	2.7.1, page 15	Can you confirm the copy we provide of Attachment C: North Carolina General Contract Terms and Conditions does not need to be physically signed?	Confirmed, Attachment C: North Carolina General Contract Terms and Conditions does not require a signature. Vendor shall insert its company name at the top of each page in the space provided.
8.	5.1 Minimum Requirements, TPA Minimum Requirements Table (page 34)	Please clarify instructions regarding listing the RFP Section Number and Page Number of Response column. Since page numbers within the RFP response/questionnaire will change with the final technical response. Does the page number requested refer to the page number in the RFP section or the response within the technical response?	Vendor shall provide the Section Number and Page Number of where the Plan can find the Vendor's response to the Minimum Requirement in the Vendor's Minimum Requirements proposal.
9.	5.1 Minimum Requirements, TPA Minimum Requirements Table (page 34)	Please clarify instructions regarding listing the RFP Section Number and Page Number of Response column. Can we provide responses within the RFP Section Number and Page Number of the Response column in lieu of referencing a the RFP Section Number and Page Number of Response?	Vendor shall provide a "Minimum Requirements" proposal that includes responses to each Minimum Requirement in the TPA Minimum Requirements Table. Vendor shall list the Section Number and Page Number in the TPA Minimum Requirements Table where the Plan

			can find the Vendor's response to the Minimum Requirements.
10.	5.1 Minimum Requirements, TPA Minimum Requirements Table; 2.7.2; Technical and Cost Proposal Contents, item a) (page 34)	Item 13 indicates "Vendor shall submit two (2) completed and signed originals of Execution Page." However, under Section 2.7.2 a), it indicates "Completed and signed version of Execution Pages along with the body of the RFP..." Should the Execution Page be returned with the Minimum Requirements or with the Technical and Cost Proposal that will follow, or both?	Vendor shall submit Execution Pages with its Technical and Cost Proposal. (See the First Amended and Restated TPA Minimum Requirements Table in Instruction #3 above.)
11.	Section 5.1, 4	Is the State willing to amend/negotiate this requirement?	No. Minimum Requirement #4 in Section 5.1 regarding data security is non-negotiable.
12.	Section 5.1, 5	Is the State willing to amend/negotiate this requirement?	No. Minimum Requirement #5 in Section 5.1 regarding financial stability is non-negotiable.
13.	Section 5.1, 6	Vendor agrees mutually acceptable terms and conditions to define the nature of the administrative services to be provided by Vendor is a necessity. Vendor has a standard Administrative Services Only (ASO) agreement which includes additional operational provisions that will need to be included in a contract with the State. Is the State agreeable to utilizing and/or incorporating the ASO agreement as part of the Contract between the State and Vendor?	Bidders must accept the Terms and Conditions as written. The Plan will not incorporate the Vendor's ASO agreement or any part of the Vendor's ASO agreement into this Contract.
14.	Section 5.1, 8	Is the State willing to amend this requirement? Recognizing, in an industry where lawsuits are a commonplace, we are mostly involved in lawsuits arising in the course of ordinary business. Please refer to Form 10-K and Form 10-Q for an updated description of material legal proceedings. These documents are available online: [Link removed by the Plan to maintain Vendor question anonymity.]	No, the Plan is not willing to amend Minimum Requirement #8 regarding Attachment E: Certification of Financial Condition.
15.	Section 5.1, 9	Vendor includes a standard business associate agreement (BAA) part of our Administrative Services Organization (ASO) agreement. Is the State agreeable to utilizing our standard BAA?	No, the Plan is not willing to utilize the Vendor's standard BAA.
16.	Section 5.1, 10	Is the State willing to amend this requirement? Recognizing some of the questions would require the State sign an NDA and some of the requests are proprietary and confidential and cannot be distributed externally.	No, the Plan is not willing to amend Minimum Requirement #10 regarding Attachment H: HIPAA Questionnaire.
17.	Section 5.1, 11	Is the State willing to accept redlines to this document?	No, the Plan is not willing to accept redlines to Minimum Requirement #11 regarding Attachment I: Nondisclosure Agreement.

18.	5.1 Minimum Requirements Table, 8,9,10,11,12	Are digital signatures acceptable on the execution pages, attachments and other signature-requiring forms?	Yes, digital signatures are acceptable and binding for all forms requiring signatures including the Execution Pages.
19.	5.1 Minimum Requirements Table, 13	Are there specific requirements for the original signatures? i.e. wet signature, blue ink	Vendors shall either provide wet signatures, preferably in blue ink or digital signatures.
20.	Section 5.1.1 Medicare primary members	Are you also reviewing fully insured Medicare Advantage plans as a part of this RFP?	No, the Plan is not reviewing fully insured Medicare Advantage Plans as part of this RFP. The awarded Vendor will, however, be responsible for Medicare primary Members that are not enrolled in the Plan's Group Medicare Advantage Plans.
21.	5.1.1.d	Vendor has a "firewall" between its TPA services operations and any other service operations, such as a PBM, consulting group, or any other services. Can the Plan please provide a definition of what you mean by "firewall".	Vendors may have multiple lines of business, including but not limited to TPA services, pharmacy benefit management services, Medicare Advantage Plans and/or consulting services. This RFP is for the TPA services outlined in the requirements; therefore, Vendors' other services should not have access to nor impact the services under this Contract. This requirement also applies to Vendors that may already have a Contract with the Plan for other services.
22.	5.1.2.a, page 37	In addition to claim recoveries, would any other types of transactions be made to the Depository Account?	The Plan does not anticipate other types of deposits, but often payments to the Plan are misdirected to the incorrect vendor and automatically deposited. In these instances, the Vendor notifies the Plan of the deposit so that it can be applied to the appropriate account.
23.	5.1.2.b, page 37	Is inline check processing an acceptable form of preprinted check stock?	The Plan is not familiar with inline check processing.
24.	5.1.3.c	Vendor will work with the Plan to develop and implement provider specific alternative payment arrangements. Please provide examples of alternative payment arrangements other than those currently in effect.	See Requirements 5.1.3.e., 5.1.3.g and 5.2.3.2.b.xii. for more examples of the types of alternative payment arrangements the Plan may be interested in pursuing.
25.	5.1.3.h., and 5.1.3.i	If the Plan implements a Medicare-based reimbursement model, Vendor will adjust any payment and/or medical policies required to better align with Medicare pricing guidelines If the Plan implements a Medicare-based reimbursement model, Vendor will administer any other Medicare medical and payment policies adopted by the Plan.	When administering a Medicare-based reimbursement model, it is sometimes necessary to align both medical and payment policies with Medicare in order to pay the claims. For example, for a provider to be reimbursed for durable medical equipment (DME) under Medicare

		<p>Please provide the Plan's definition of the following terms:</p> <ul style="list-style-type: none"> • Medical Policy • Payment Policies 	<p>they must be licensed and credentialed as a DME vendor. Licensing and credentialing may not be a requirement for DME under the Vendor's commercial business, but to administer the Medicare payment, it would be required. That is an example of a payment policy change. In that same scenario, the TPA may have DME medical policy that includes medical necessity that is not needed because of the payment policy. There will also be instances where a Medicare payment policy, for example, would require certain procedures to be performed only in an inpatient setting, while the Plan may not follow that requirement.</p>
26.	5.1.3.i	<p>Vendor will administer other reference-based pricing models, if requested by the Plan. Can the Plan please provide a definition of what you consider to be a reference-based pricing model?</p>	<p>A reference-based pricing model determines reimbursement based on the fee schedule reference. For example, reimbursing professional services at 160% of Medicare. Medicare doesn't have to be the reference, although is the most common.</p>
27.	5.1.3.j Page 38	<p>With regards to 5.1.3.j., how is the NC State Health Plan looking for carrier partners to work with Optum Insight? What data elements are needed to be provided between the two parties? What is the frequency of data to be transferred?</p>	<p>If the Plan decides to implement a Medicare based reference-based pricing reimbursement model, the Vendor will need a repricing partner to ensure all claims are paid at the appropriate percentage of Medicare. It is not required to be Optum Insight, but would need to be a reasonable replacement.</p>
28.	Section 5.1.4.a Benefit Administration	<p>Are there any other plan types that the vendor will administer? Eg. A fully insured Medicare Advantage plan?</p>	<p>Requirements for a self-funded Group Medicare Supplement Plan are outlined in Requirement 5.2.4.2.b.xi. While there are currently no plans to implement a Medicare Supplement Plan on January 1, 2025, this requirement may be exercised at sometime during the life of the Contract.</p>
29.	5.1.5.c	<p>Vendor will customize any of the Medical Management programs, if requested by the Plan. Can the Plan please provide a definition of what you consider to be "Medical Management programs"?</p>	<p>Medical Management includes programs the Vendor may have to address and manage Members' medical and behavioral health needs and when appropriate limit utilization. See Requirement 5.2.5.2.b.ii.</p>
30.	5.1.8.a	<p>Vendor will comply with all requirements set forth in Article 29B of Chapter 90 of the North Carolina General Statutes. As required, Vendor will validate provider enrollment in North Carolina's Health Information Exchange (NC HealthConnex) prior to paying Plan Member claims. If prohibited by the</p>	<p>The Plan is aware of challenges in operationalizing and supporting the requirements set forth in Article 29B of Chapter 90 of the General Statutes. The Plan continues to promote legislation to ensure, to the extent</p>

		<p>Statewide Health Information Exchange Act, Vendor must deny any claims received from providers that are not in compliance on the date of service. Will the Health Information Exchange provide a list of non-compliant providers?</p>	<p>possible, that an efficient and effective operational solution is created. However, the Plan does not have authority over the information to be provided by the Health Information Exchange.</p>
31.	5.2.3.2. vii and viii	<p>Will NC State Health plan be providing the contracts, rates, policies and procedures of their current Clear Pricing / Reference based pricing as a baseline for possible future arrangements with other carriers?</p>	<p>Questions pertaining to Section 5.2 “Technical Proposal Requirements and Specifications” and Attachment L “Technical Requirements Response” should be submitted by Vendors that pass the Minimum Requirements as set forth in Section 2.4 RFP Schedule.</p>
32.	5.2.3.2 vii and viii	<p>Will the NC State Health Plan provide a listing of the current providers in their network and the Clear Pricing contracts with the participating providers</p>	<p>Questions pertaining to Section 5.2 “Technical Proposal Requirements and Specifications” and Attachment L “Technical Requirements Response” should be submitted by Vendors that pass the Minimum Requirements as set forth in Section 2.4 RFP Schedule.</p>
33.	5.2.3.2 vii and viii	<ul style="list-style-type: none"> • Will the NC State Health Plan (NCSHP) provider contracts and rates transfer to Vendor for both designated Clear Pricing Project (CPP) and NCSHP? Can NCSHP provide Vendor a list of all CPP provider participants by service type (hospital, ancillary, physicians)? What percentage of the NCSHP network currently is designated as CPP? • Is it NCSHP expectation that Vendor will negotiate direct NCSHP agreements and renewals on behalf of NCSHP? • Is it assumed that all terms in CPP and NCSHP contracts, including policies, will also transfer? Will NCSHP provide Vendor all contract terms to review, including contract exceptions? If Vendor cannot administer and/or adjudicate specific terms in the contracts, will NCSHP agree to amend to allow Vendor policy and terms to be applied? • Is it NCSHP expectation that Vendor will “customize” any policy, program, contract arrangement, etc. (e.g. value-based ACOs, earned incentive programs) upon request from NCSHP? What is NCSHP expectation if Vendor cannot administer the request? • Are there any specific contract and network policies, provisions, network solutions, reimbursement terms, payment 	<p>Questions pertaining to Section 5.2 “Technical Proposal Requirements and Specifications” and Attachment L “Technical Requirements Response” should be submitted by Vendors that pass the Minimum Requirements as set forth in Section 2.4 RFP Schedule.</p>

		methodologies, etc. that are consider absolute to NCSHP without flexibility?	
34.	5.2.5.2 Services	xi. Vendor will transition specific specialty pharmacy medication coverage to the Plan’s PBM, if requested by the plan.	Questions pertaining to Section 5.2 “Technical Proposal Requirements and Specifications” and Attachment L “Technical Requirements Response” should be submitted by Vendors that pass the Minimum Requirements as set forth in Section 2.4 RFP Schedule.
35.	5.2.5.2 Services	xii. Vendor will provide claims and analytical data to support the transition of specific specialty medications to the Plan’s PBM.	Questions pertaining to Section 5.2 “Technical Proposal Requirements and Specifications” and Attachment L “Technical Requirements Response” should be submitted by Vendors that pass the Minimum Requirements as set forth in Section 2.4 RFP Schedule.
36.	Attachment C, Page 96	#28. Performance Bond – please confirm if a bond will be required for this bid and if so, will it be required at the proposal submission or upon award notification?	Vendors are required to provide a performance bond. See Section 6.3.5 Third Party Administration Performance Guarantees Schedule I, that requires Vendor to provide proof of purchase of bond within 30 State Business Days of execution of Contract.
37.	Attachment D	Does the vendor currently have any work done outside the United States (US)? If applicable, please provide details of the type of work outside the US.	The subcontractors for the Plan’s current TPA are not relevant to this Contract. However, the Plan would not support any Member-facing work being performed outside of the USA.
38.	Attachment I: Nondisclosure Agreement, item 7	Vendor shall destroy and dispose of Plan Data using the guidelines outlined in the National Institute of Standards of Technology (NIST) Special Publication 800-88 Revision 1 located at: https://nvlpubs.nist.gov/nistpubs/SpecialPublication/s/NIST.SP.800-88r1.pdf . (page 115) Can you please define "Plan Data"?	All Plan enrollment and claims data is considered Plan data. If the Plan develops any custom networks or provider reimbursement models, this data may also be deemed Plan data.
39.	Attachment K Minimum Requirements Response - 5.1.3 Network Management Minimum Requirements (page 2)	Please confirm the intent of this section. Is it to confirm the vendors capabilities to perform and/or meet these requirements?	Vendor must agree and be able to support all the requirements in this section.
40.	Attachment K, page 117	Can you confirm that the Attachment K- Minimum Requirements Response Document that was posted to the Ariba site only needs to be returned in the Hard Copy/UBS submission once complete, and does not need to be reposted to the Ariba site?	Confirmed. Vendors shall submit Attachment K: Minimum Requirements Response in hard copy and on flash drives in accordance with Section 2.6.2 “Minimum Requirements Proposal Submission.”

41.	Attachment K, Page 5	Please clarify if the Plan is looking to carve out specialty pharmacy.	The Plan is not looking to carve out specialty pharmacy. As noted in Requirement 5.2.5.2.a.i. the Plan expects the Vendor to handle specialty pharmacy and pass 100% of the rebates to the Plan. In Requirement 5.2.5.2.b.xi., the Plan addresses the possibility of transitioning specific specialty medications to the PBM.
42.	Attachment K	<ul style="list-style-type: none"> • 5.1.2.d – What is the average weekly claims funding amount for 2022 that the Plan has approved? Are there any requirements on how long it takes for the Plan to approve the disbursements? • 5.1.3.g – Does the Plan currently have Medicare-based reimbursement in place with their Vendor? If applicable, what services and providers are included? Does it apply to certain tiers and/or plans? • 5.1.3.i – Please describe the other possible reference-based pricing models the Vendor will need to consider? • 5.1.5.a – Does the Plan currently received 100% of the medical specialty pharmacy rebates? • 5.1.5.c – Does the Plan currently have a customized medical management program? If applicable, please describe in detail. • 5.1.6 – Does the Plan or the Vendor currently cover the cost of the data feeds? 	<p>1) Because of the transition to a new benefits administration system in 2022, the first quarter disbursements were not typical. The Plan generally disburses between \$50,000,000.00 - \$60,000,000.00 per week. Disbursement approval will be received by 4:00 p.m. ET on the day prior to disbursement.</p> <p>2) The Plan currently has Medicare base reimbursements in place for CPP providers. This applies to all services provided by these providers. The North Carolina State Health Plan Network is utilized for all three (3) plan designs.</p> <p>3) The Plan has not determined what other types of reference-based models may be utilized.</p> <p>4) The Plan currently receives 100% of the specialty pharmacy rebates.</p> <p>5) The Plan currently has a customized population health management program. Whether or not the program will be customized in the new Contract will depend on the Vendor's programs and the Plan's needs.</p> <p>6) The ongoing cost of vendor data feeds is included in the administrative fees of each Vendor's contract.</p>
43.	Attachment L	5.2.1.2.b – Does the Plan currently have dedicated resources from the Vendor? If applicable, please list their roles and responsibilities.	Questions pertaining to Section 5.2 "Technical Proposal Requirements and Specifications" and Attachment L "Technical Requirements Response" should be submitted by Vendors that pass the Minimum Requirements as set forth in Section 2.4 RFP Schedule.

ATTACHMENT I: NONDISCLOSURE AGREEMENT

By signing and returning this document, Vendor (*insert company name* UMR, Inc.),

understands and agrees to the following:


1. Upon the Plan’s determination that Vendor has met the Minimum Requirements, Vendor will be provided access to Plan Data.
2. This Data is being provided for the sole purpose of assisting Vendor in preparing a responsive and responsible proposal to the TPA Services RFP (RFP#270-20220830TPAS) and is for the purpose of Plan Operations.
3. Vendor shall not use the Data for any purpose other than to assist in preparing a response to the TPA Services RFP and shall treat the Data as confidential.
4. Vendor shall not distribute or share the Data with any person or entity not assisting Vendor in preparing a response to the TPA Services RFP. Vendor shall hold any person or entity assisting in preparing the response to the TPA Services RFP to the same terms of this Nondisclosure Agreement as Vendor is held.
5. If Vendor does not bid on the TPA Services RFP, Vendor shall, upon making that decision, immediately destroy the Data from Vendor’s files or records. Vendor shall not retain or maintain any copies of the Data.
6. If Vendor submits a proposal in response to the TPA Services RFP, Vendor shall immediately destroy the Data from Vendor’s files or records upon notification that an award has been made or the TPA Services RFP has been cancelled.
7. Vendor shall destroy and dispose of Plan Data using the guidelines outlined in the National Institute of Standards of Technology (NIST) Special Publication 800-88 Revision 1 located at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>.
8. After all Data has been destroyed, an authorized representative of Vendor with knowledge of the Data destruction shall complete, sign, and return the Plan’s Certificate of Data Sanitization within 30 days of the event giving rise to Vendor’s obligation to destroy the Data. Vendor can obtain a copy of the certificate by e-mailing Chris Almborg at Chris.Almborg@nctreasurer.com with a copy to SHPCcontracting@nctreasurer.com.
9. Provide the name, title, and email address of the individual designated to receive Data and Attachment A: Pricing. Do not respond with group/generic names and/or group/generic email addresses as these will not suffice.

Name: Garland Scott

Title: Health Plan Chief Executive Officer

Email: garland_g_scott@uhc.com
10. If during the procurement process it becomes necessary for Vendor to replace the individual previously identified in 9. above, Vendor shall immediately provide a signed and updated NDA that includes the replacement individual’s name, title, and email address.

Vendor agrees to the above restrictions on the use of the Data:

BY: 
(Person authorized to bind Vendor)

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor UMR, Inc.

The undersigned hereby certifies that: [check all applicable boxes]

Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: 01/01/2021 (if no audit within past 18 months, explain reason below.)

Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Administrator within 30 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.

Item 2 response:

The lien arose because UMR was incorrectly assessed penalties by the IRS. It appears that the incorrect assessment was due to a IRS system error. UMR has engaged legal counsel to resolve this matter, which has been delayed due to IRS staffing issues resulting in a lien being assigned against UMR.

Item 4 response:

Because of the nature of our business, we are routinely subject to lawsuits alleging various causes of action. Although the results of pending litigation are always uncertain, we do not believe the results of any such actions, currently threatened or pending, individually or in the aggregate, will have a material adverse effect on our consolidated financial position or the results of our operations. Any material litigation or legal actions are disclosed in our financial statements available on the UnitedHealth Group Incorporated (UnitedHealth Group) website: www.unitedhealthgroup.com. UnitedHealth Group is our parent company.



Signature

09/16/2022

Date

Scott Hogan, President and Chief Executive Officer

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for Vendor]

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract.

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of the United States? YES NO

If "YES":

a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.

Not applicable.

b) Specify the manner in which the resources or workers will be utilized:

Not applicable.

2. Where within the United States will work be performed?

We anticipate providing claim processing, member service and account management for The Plan primarily from Greensboro, North Carolina.

UMR has offices/operations across the country, allowing us to provide a local presence for our customers and members whenever possible. This includes teams based in the following locations:

- Arkansas – Little Rock
- Colorado – Denver
- Illinois — Rockford
- Kentucky — Lexington
- Missouri – St. Louis
- Nevada – Las Vegas
- New York – Syracuse
- Ohio — Cincinnati, Columbus
- Tennessee – Nashville
- Texas — El Paso, San Antonio
- Washington — Seattle
- West Virginia – Charleston
- Wisconsin — Green Bay, Wausau

NOTES:

1. The State will evaluate the additional risks, costs, and other factors associated with the utilization

of workers outside of the United States prior to making an award.

2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.
3. All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract shall disclose to inbound callers the location from which the call or contact center services are being provided.

ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

UMR has reviewed Attachment C: North Carolina General Contract Terms & Conditions of your request for proposal (RFP) and is confident in our ability to meet your needs. We are in agreement with the terms stated below.

1. PERFORMANCE AND DEFAULT:

- a) It is anticipated that the tasks and duties undertaken by the Vendor under the contract which results from the State solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as Deliverables.
- b) Vendor grants the State a personal non-transferable and non-exclusive right to use and access, all Services and other functionalities or Services provided, furnished or accessible under this Agreement. The State may utilize the Services as agreed herein. The State is authorized to access State Data provided by the State and any Vendor-provided data as specified herein and to transmit revisions, updates, deletions, enhancements, or modifications to the State Data. This shall include the right of the State to, and access to, Support without Vendor requiring a separate maintenance or support agreement unless otherwise specifically agreed in writing. User access to the Services shall be routinely provided by Vendor and may be subject to a more specific Service Level Agreement (SLA) agreed to in writing by the parties. In the absence of an SLA, Vendor agrees to provide the Services at least in the manner that it provides accessibility to the services to comparable users.
- c) The State's right to access the Services and its associated services neither transfers, vests, nor infers any title or other ownership right in any intellectual property rights of Vendor or any third party, nor does this right of access transfer, vest, or infer any title or other ownership right in any intellectual property associated with the Services unless otherwise agreed to by the parties. The provisions of this paragraph will not be construed as a sale of any ownership rights in the Services. Any Services or technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of Vendor or such other party, respectively. Vendor has a limited, non-exclusive license to access and use any State Data as provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as provided herein. Vendor or its suppliers shall at minimum, and except as otherwise agreed, provide telephone assistance to the State for all Services procured hereunder during the State's normal business hours (unless different hours are specified herein). Vendor warrants that its Support and customer service and assistance will be performed in accordance with generally accepted industry standards. The State has the right to receive the benefit of upgrades, updates, maintenance releases or other enhancements or modifications made generally available to Vendor's users for similar Services. Vendor may, at no additional charge, modify the Services to improve operation and reliability or to meet legal requirements.
- d) Vendor will provide to the State the same Services for updating, maintaining, and continuing optimal performance for the Services as provided to other similarly situated Users of the Services, but minimally as provided for and specified herein. The technical and professional activities required for establishing, managing, and maintaining the Services environment are the responsibilities of Vendor. Any training specified herein will be provided by Vendor to specified State users for the fees or costs as set forth herein or in an SLA.
- e) Some Services provided online pursuant to this Solicitation may, in some circumstances, be accompanied by a user clickwrap agreement. The term clickwrap agreement refers to an agreement that requires the end user to manifest his or her assent to terms and conditions by clicking an "ok" or "agree" button on a dialog box or pop-up window as part of the process of access to the Services. All terms and conditions of any clickwrap agreement provided with any Services solicited herein shall have no force and effect and shall be non-binding on the State, its employees, agents, and other authorized users of the Services.

- f) If Vendor modifies or replaces the Services provided to the State and other comparable users, and if the State has paid all applicable Fees, the State shall be entitled to receive, at no additional charge, access to a newer version of the Services that supports substantially the same functionality as the then accessible version of the Services. Newer versions of the Services containing substantially increased functionality may be made available to the State for an additional subscription fee. In the event of either of such modifications, the then accessible version of the Services shall remain fully available to the State until the newer version is provided to the State and accepted. If a modification materially affects the functionality of the Services as used by the State, the State, at its sole option, may defer such modification.
 - g) If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under the Contract, the State shall have the right to terminate the Contract by giving written notice to Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverable items under the Contract prepared by Vendor shall, at the option of the State, become its property, and Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Contract, and the State may withhold any payment due Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.
 - h) In the event of default by Vendor, the State may procure the goods and Services necessary to complete performance hereunder from other sources and hold Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by Vendor under the Contract, or upon Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against Vendor, the State may immediately cease doing business with Vendor, immediately terminate the Contract for cause, and may take action to debar Vendor from doing future business with the State.
 - i) The State may document and take into account in awarding or renewing future procurement contracts the general reputation, performance, and performance capabilities of the Vendor under this Contract.
2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the goods or Services offered prior to their delivery, it shall be the responsibility of Vendor to notify the Contract Administrator at once, in writing, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in the Contract.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
- a) The State does not enter into Contracts with Vendors if Vendor or its affiliates meet one of the conditions of N.C.G.S. § 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under N.C.G.S. § 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
 - b) The agency(ies) participating in the Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by Vendor will be executed and returned by the using agency.

- c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation, and enforcement shall be determined.

6. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to Vendor under the Contract. Payment by some agencies may be made by procurement card, if Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by Vendor. If payment is made by procurement card, then payment may be processed immediately by Vendor.

The State does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties, or attorney’s fees. This Contract will not be construed as an agreement by the State to pay such costs and will be paid only as ordered by a court of competent jurisdiction.

7. **NON-DISCRIMINATION:** Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.

8. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage, or shipment.

9. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device, or appliance delivered in connection with the Contract.

- a) Vendor warrants to the best of its knowledge that:
 - i. The Services do not infringe any intellectual property rights of any third party; and
 - ii. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
- b) Should any Services supplied by Vendor become the subject of a claim of infringement of a patent, copyright, Trademark or a trade secret in the United States, Vendor, shall at its option and expense, either procure for the State the right to continue using the Services, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor’s judgment, or if further use shall be prevented by injunction, Vendor agrees to cease provision of any affected Services, and refund any sums the State has paid Vendor and make every reasonable effort to assist the State in procuring substitute Services. If, in the sole opinion of the State, the cessation of use by the State of any such Services due to infringement issues makes the retention of other items acquired from Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services.
- c) Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Services supplied by Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. Vendor

shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:

- i. That Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
 - ii. That Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation results from the State's material alteration of any Vendor-branded Services, or from the continued use of the good(s) or Services after receiving notice they infringe on a trade secret of a third party.
- e) Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device, or appliance delivered in connection with the Contract.
- 10. TERMINATION FOR CONVENIENCE:** If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract at any time by providing 60 days' notice in writing from the State to Vendor. In that event, any or all finished or unfinished deliverable items prepared by Vendor under this Contract shall, at the option of the State, become its property. If the Contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.
- 11. ADVERTISING:** Vendor agrees not to use the existence of the Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.
- 12. ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract.
- 13. ASSIGNMENT:** No assignment of Vendor's obligations nor Vendor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to Vendor, the State may:
- a) Forward Vendor's payment check directly to any person or entity designated by Vendor, and
 - b) Include any person or entity designated by Vendor as a joint payee on Vendor's payment check.

In no event shall such approval and action obligate the State to anyone other than Vendor and Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of the Contract.

14. INSURANCE:

- a) **COVERAGE** - During the term of the Contract, Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, Vendor shall provide and maintain the following coverage and limits:
 - i. **Worker's Compensation** - Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability

coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.

- ii. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.
- iii. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

b) **REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of Vendor and is of the essence of the Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Contract. The limits of coverage under each insurance policy maintained by Vendor shall not be interpreted as limiting Vendor's liability and obligations under the Contract.

15. GENERAL INDEMNITY: Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by Vendor in the performance of the Contract and that are attributable to the negligence or intentionally tortious acts of Vendor provided that Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims. Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor goods or Services to the State. As part of this provision for indemnity, if federal funds are involved in this procurement, the Vendor warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify and hold and save the State harmless from any claims or losses resulting to the State from the Vendor's noncompliance with such federal requirements or law in this Contract. The representation and warranty in the preceding sentence shall survive the termination or expiration of the Contract. The State does not participate in indemnification due to Constitutional restrictions, or arbitration, which effectively and unacceptably waives jury trial. See, G.S. 22B-3, -10.

16. ELECTRONIC PROCUREMENT:

- a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.
- b) Reserve.
- c) Reserve.
- d) Reserve.
- e) Vendor shall at all times maintain the confidentiality of its username and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership, or other legal entity,

then Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

17. **SUBCONTRACTING:** Performance under the Contract by Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Administrator. Unless otherwise indicated, acceptance of a Vendor's proposal shall include approval to use the Subcontractor(s) that have been specified therein.
18. **CONFIDENTIALITY:** Vendor information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at N.C.G.S. § 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Vendors are notified that if the confidentiality of material is challenged by other parties, the Vendor has the responsibility of defending the assertion of confidentiality.

Any State information, data, instruments, documents, studies, or reports given to or prepared or assembled by or provided to Vendor under the Contract shall be kept as confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

19. **CARE OF STATE DATA AND PROPERTY:** Vendor agrees that it shall be responsible for the proper custody and care of any data owned and furnished to Vendor by the State (State Data), or other State property in the hands of Vendor, for use in connection with the performance of the Contract or purchased by or for the State for the Contract. Vendor will reimburse the State for loss or damage of such property while in Vendor's custody.

The State Data in the hands of Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or other eventuality. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement. Vendor shall notify the State of any security breaches within 24 hours as required by N.C.G.S. § 143B.1379. See N.C.G.S. § 75-60 et seq.

20. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, Vendor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such the performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State agency responsible for the contract.

Vendor shall give notice to the using agency of any relocation of Vendor, employees of Vendor, subcontractors of Vendor, or other persons providing performance under a State contract to a location outside of the United States.

21. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
22. **ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

- 23. ELECTRONIC RECORDS:** The State will digitize all Vendor responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record, and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout, or other output readable by sight shown to reflect such record accurately shall constitute an "original."
- 24. AMENDMENTS:** This Contract may be amended only by a written Amendment duly executed by the State and Vendor. No changes in the technical requirements & specifications, time for performance, or other contractual terms shall be effective without a written Amendment.

Notwithstanding this requirement, (1) if needed or applicable, the addition of BRDs or Implementation Plans or ADMs may be developed or modified in writing and signed by Vendor's Contract Administrator for day to day activities or other individual authorized to bind Vendor, and the Plan's Contract Administrator for day to day activities or other designee approved by the Plan's Executive Administrator; and (2) due dates referenced in the technical requirements & specifications as "to be determined by the Plan" will be established in writing by the Plan's Contract Administrator for day to day activities through either the Implementation Plan, a BRD or an ADM. Such documents are incorporated into the Contract when signed and are given the precedence as set forth in RFP Section 4.13 "Contract Documents".

- 25. NO WAIVER:** Notwithstanding any other language or provision in the Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
- 26. FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 27. SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.
- 28. PERFORMANCE BOND:** Vendor shall provide contract performance security based upon ten percent (10%) of the estimated contract total based on Vendor's cost proposal. This security will be in the form of a surety bond licensed in North Carolina with a Best's rating of no less than A-. The contract performance surety will be provided to the Plan's Contracting Section within 30 calendar days from the date of execution of the contract. This security must remain in effect for the entire term of the contract. A new surety bond must be issued if the contract is renewed or extended.