



State of New Jersey

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

JON S. CORZINE
Governor

BRADLEY I. ABELow
State Treasurer

To: All Interested Bidders

Re: RFP # 07-X-38991
Medical Consulting: External Quality Review Organization, DMAHS
Bid Due Date: September 26, 2006 (2:00 p.m.)

ADDENDUM #3

The following constitutes Addendum #3 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions

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

**Medical Consulting: External Quality Review Organization, DMAHS
Bid Number 07-X-38991**

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(s) where applicable.

#	Page #	RFP Section Reference	Question	Answer
13	18	3.2.2.1	Please clarify "software designed explicitly for the purpose of developing the specific program... identification of use of... output charts, narratives..." The concept of software designed explicitly for output charts, narratives is unclear. Would it be accurate to re-phrase this as "Contractor shall provide State Contract Manager a description and brand name of software to be used in the conduct of each of the activities"?	The contractor shall use software compatible with the State's system, and it is the contractor's responsibility to accommodate the State system. Current examples of software compatible with the State's system are Microsoft Office Professional Edition and Adobe PDF, although this may change in the future as the State obtains upgrades.
34	20	3.2.2.3	Please provide a copy of the most recently completed Comprehensive Annual Assessment of HMO Operations.	[Requested from Cindy]
25	23	3.2.2.8	A. Please identify the number of medical records reviewed for this task under the previous contract. B. Please identify the sampling frame for selecting records in the PPS Program.	A. This report is based on quality issues encountered while performing all other tasks contained in this RFP. This task does not involve reviewing additional medical records. To estimate a range of medical records required, each of the Focused Studies may require the review of approximately 400 medical records. Some of these records may overlap from one Focused Study to another. The Individual Case Reviews may require the review of one (1) medical record or twenty-five (25) medical records. Therefore, this answer is only an estimate: 1000 to 2000 medical records. B. Information previously obtained through administrative and medical record review is used for the Summary of Quality Care Review (assuming PPS is a typo for FFS).
42	27	4.4.2.2	We have attempted to contact New Jersey Commerce and have been referred to a website to identify possible organizations that might be appropriate for subcontracting. We were unable to identify any physician review or clinical review organizations. Does the	[Requested from Sandy Davis]

#	Page #	RFP Section Reference	Question	Answer
			State have a current list of small business organizations that it has used previously for this type of work?	
46	-	Standard Terms and Conditions	<p>Is the State willing to consider negotiation of the following terms and conditions?</p> <p>A. Section 2.1 Liability – Copyright: Contractor should have no liability if the materials have been modified or used in a manner other than as originally contemplated in the Agreement.</p> <p>B. Section 2.2 Indemnification: Contractor's indemnification obligation should only extend to damages to the extent directly caused by or arising out of the negligent or wrongful acts or omissions of the contractor or its employees in connection with the performance of the services subject to this Agreement. The contractor's indemnification obligation should not be applicable to the extent any loss, claim, suit, action, demand, or judgment is attributable to the negligence or wrongful acts or omissions of an indemnified party. In no event should the contractor be liable in connection with the services or the Agreement for any indirect, special, punitive, consequential, or incidental damages.</p> <p>C. Section 2.3 Insurance: Contractor should only be required to name the State, its officers and employees as additional insureds with to (1) specific amounts of insurance (not minimum amounts) and (ii) their vicarious liability arising out of contractor's performance of the services under the contract.</p> <p>D. Section 3.5 Termination of Contract: These provisions should be mutual.</p> <p>E. Section 3.11 Subcontracting or Assignment: The consent to a subcontracting arrangement should not be unreasonably withheld or delayed.</p> <p>F. Section 3.17 State's Right to Inspect Bidder's Facilities: This should be subject to the execution of a confidentiality agreement reasonably acceptable to the contractor.</p> <p>G. Section 3.19 Maintenance of Records: This provision should only apply to records directly related to the performance of services under this Agreement. Any such inspection should be conducted at the State's expense, be conducted during normal business hours, upon reasonable prior written notice to the contractor and subject to the execution of a confidentiality agreement reasonably</p>	[Requested from Josh]

#	Page #	RFP Section Reference	Question	Answer
			satisfactory to the contractor.	

PART 2

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Additions, Deletions, Clarifications, and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications