

ATTACHMENT N: FIRST AMENDED AND RESTATED MINIMUM REQUIREMENTS RESPONSE

Minimum Requirements – General

COMPANY PROFILE

1. Vendor shall provide a description of the company, its operations and ownership.

The description must include the following information:

- a. Name, address, telephone number, fax number, and email address of the legal entity with whom the contract is to be written;
- b. Description of corporate structure and legal status;
- c. List of board of trustees or board of directors and their organizational affiliations.

Vendor Response:

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.

Vendor Response:

CERTIFICATION OF FINANCIAL CONDITION AND ATTACHMENT F

3. Vendor must complete, sign, and submit Attachment F: Certification of Financial Condition without exception and demonstrate financial stability. In addition, 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, 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. Consolidated

financial statements of Vendor's parent or related corporation/business entity shall not be considered, unless: 1) 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 shall be financially responsible for 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 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.

Confirm that Vendor is financially stable and has provided completed Attachment F and the required financial statements.

☐ Confirmed

☐ Not Confirmed

Vendor Response:

ATTACHMENT B: INSTRUCTIONS TO VENDORS

4. Vendor must confirm it agrees to Attachment B: Instructions to Vendors without exception.

☐ Confirmed

☐ Not Confirmed

ATTACHMENT C: GENERAL TERMS AND CONDITIONS

5. Vendor must confirm it agrees to Attachment C: General Terms and Conditions without exception.

☐ Confirmed

☐ Not Confirmed

ATTACHMENT D: CUSTOMER REFERENCE TEMPLATE

6. Vendor must complete and submit Attachment D: Customer References Template. Confirm that completed Attachment D is included in the response:

☐ Confirmed

☐ Not Confirmed

ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR

7. Vendor must complete and submit, without exception, Attachment E: Location of Workers Utilized by Vendor. Confirm that completed Attachment E is included in the response:

☐ Confirmed

☐ Not Confirmed

ATTACHMENT G: PROPOSAL SUBMISSION INFORMATION FORM

8. Vendor must complete, sign, and submit Attachment G: Proposal Submission Information form. Confirm that completed Attachment G is included in the response:

☐ Confirmed

☐ Not Confirmed

ATTACHMENT H: HIPAA QUESTIONNAIRE

9. Vendor must be HIPAA compliant and must complete, sign, and submit Attachment H: HIPAA Questionnaire and provide copies of the Vendor's HIPAA privacy and security policies. If the Vendor maintains that any information contained in the HIPAA privacy and security policies is proprietary or otherwise confidential under North Carolina's Public Records Act, the Vendor may Redact these portions in **BLACK** and in accordance with the instructions in Section V, paragraph 24 of Attachment B: Instructions to the Vendors and supply the un-Redacted portions for review.

Confirm HIPAA compliance and that completed Attachment H is included in the response:

☐ Confirmed

☐ Not Confirmed

ATTACHMENT I: BUSINESS ASSOCIATE AGREEMENT

10. Vendor must complete, sign, and submit Attachment I: Business Associate Agreement (BAA).

Confirm that completed Attachment I is included in the response:

☐ Confirmed

☐ Not Confirmed

ATTACHMENT K: DATA USE AGREEMENT

11. Vendor shall complete, sign, and submit Attachment K: Data Use Agreement.

Confirm that completed Attachment K is included in the response:

☐ Confirmed

☐ Not Confirmed

ATTACHMENT L: FIRST AMENDED AND RESTATED MINIMUM INFORMATION SECURITY REQUIREMENTS AND ADDITIONAL REQUIREMENTS

12. Vendor must confirm that it agrees to and will comply with Attachment L: First Amended and Restated Information Security Requirements, including the specific requirements identified below. The Plan understands that security assessment reports and security information provided to the Plan for the purpose of this Contract may contain confidential information and/or trade secrets. Refer to Section V, Paragraph 24 of Attachment B: Instructions to Vendors for information regarding the treatment of Confidential Information.

Vendor must confirm it will meet the requirements of Attachment L: First Amended and Restated Minimum Information Security Requirements.

☐ Confirmed

☐ Not Confirmed

Vendor must confirm without exception the sufficiency of its security standards, tools, technologies, and procedures in providing services under the Contract.

☐ Confirmed

☐ Not Confirmed

Vendor shall identify all systems, applications or platforms (whether cloud-based or on-premises) to be used by Vendor, its agents, or subcontractors to provide the services under this RFP that access, collect, store, process, transmit, or otherwise handle State Restricted Data. For each system, Vendor shall provide the following:

- 1) Service name;
- 2) Service provider;
- 3) Service administrator;
- 4) Service hosting organization;
- 5) Internet address (if applicable);
- 6) Primary function of the Service;
- 7) Whether the service utilizes Generative AI (Yes/No);
- 8) Whether data resides exclusively within the United States (Yes/No);
- 9) Type of third-party security attestation (e.g., SOC 2, GovRamp, HITRUST); and
- 10) An un-Redacted copy of the corresponding third-party assessment report.

☐ Confirmed

☐ Not Confirmed

Vendor Response:

Vendor shall provide a valid and favorable independent third-party assessment report 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, such 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 three months after the report expiration date.

☐ Confirmed

☐ Not Confirmed

Vendor agrees that the Plan has the right to independently evaluate, audit, and verify such requirements as part of its continuous assessment and during the life of the Contract, the Plan will verify any such third-party security opinions or attestations yearly during the life of the Contract, and Vendor will be required to timely provide an updated report or bridge letter verifying that there have been no material changes in the Scope of the Examination reported since the issuance of the last report.

☐ Confirmed

☐ Not Confirmed

Prior to Contract award, the Plan may in its discretion, require Vendor to provide additional security documentation, Including but not limited to vulnerability assessment reports and penetration test reports. The awarded Vendor shall provide additional security documentation, upon request, by the Plan during the term of the Contract.

☐ Confirmed☐ Not Confirmed

Vendor agrees to maintain cyber breach liability insurance with coverage of not less than \$5,000,000. Upon request, Vendor shall provide documentation evidencing such coverage, including coverage applicable to all Vendor and/or third-party data centers and systems used to provide the Services under this Contract that will contain Plan Data.

☐ Confirmed☐ Not Confirmed

Confirm that Vendor has identified all systems, applications or platforms (whether cloud-based or on-premises) to be used by Vendor, its agents, or subcontractors to provide the services under this RFP that access, collect, store, process, transmit, or otherwise handle State Restricted Data and provided the requested information.

☐ Confirmed☐ Not Confirmed

Minimum Requirements – Account Management

13. Vendor must have provided services similar to those described in this RFP to at least one (1) public or private self-funded client with more than 50,000 covered lives. Vendor shall briefly describe the service and provide the Plan with contact information for one (1) such client to complete a reference call.

☐ Confirmed☐ Not Confirmed

Vendor Response:

14. Vendor must have provided services similar to those described in this RFP to one (1) or more current or former ASO clients with more than 25,000 Medicare primary members. Vendor shall briefly describe the service and provide the Plan with contact information for one (1) such client to complete a reference.

☐ Confirmed

☐ Not Confirmed

Vendor Response:

15. Vendor shall exercise loyalty and a duty of care to the Plan and its Members in performing its responsibilities under this Contract. Vendor must assume and exercise the same fiduciary responsibility established in N.C.G.S. § 135-48.2 for the State Treasurer, Executive Administrator, and the Board

☐ Confirmed

☐ Not Confirmed

16. Vendor will provide subject matter experts, in addition to account management resources, to work directly with Plan and Plan vendor staff.

☐ Confirmed

☐ Not Confirmed

17. Vendor has a “firewall” between its TPA services operations and any other service operations, such as a PBM, consulting group, or any other services.

☐ Confirmed

☐ Not Confirmed

Minimum Requirements – Project Management and Integrated Testing

18. Vendor shall have a fully assembled implementation team that includes the appropriate subject matter experts that will manage the day-to-day operations of the Plan, ready to begin work within two (2) weeks of contract award. The team must

include an overall implementation manager, the operational resources that are outlined in the Account Management Section of this RFP, key subject matter experts and separate implementation resources for, at a minimum, each of the following work streams:

- a. Group Set-Up & Enrollment
- b. Plan Vendor Integration & EDI, which includes but not limited to
 - 1) EES vendor Integration. (EDI, PCP Tool, SSOs, Audits)
 - 2) PBM vendor Integration. (Data files, SSOs, Accumulators)
 - 3) Point Solution Integration (Data files, SSOs, Accumulators, payment)
 - 4) Plan Data Warehouse Integration. (Data files)
- c. Network Evaluation and Development.
- d. Member Experience
- e. Data Analytics & Reporting

☐ Confirmed☐ Not Confirmed

Other workstreams, such as, but not limited to banking and finance, will kick-off throughout 2026 and 2027.

19. Vendor shall have the depository bank account(s) set up and tested at least 45 days prior to January 1, 2028.

☐ Confirmed☐ Not Confirmed

20. Vendor will have the disbursement account(s) set up and tested at least 30 days prior to January 1, 2028.

☐ Confirmed☐ Not Confirmed

21. Vendor shall have all services, including custom programs, operational by January 1, 2028.

☐ Confirmed☐ Not Confirmed

22. Vendor shall work with the Plan to document in an ADM all custom processes developed to meet the Plan's unique requirements. The Plan's Contract Administrator for day-to-day activities is authorized to sign ADMs for the Plan.

☐ Confirmed☐ Not Confirmed

23. For all technical components of the initial implementation as well as any implementations throughout the lifetime of the Contract, Vendor shall develop functional requirements documents or Solutions Documents, Implementation Plans, Test Plans, Deployment Plans, and Close-Out Documentation derived from the Plan's Business Requirements. These documents must be mutually agreed upon by Vendor, the Plan, and any impacted Plan vendor(s).

☐ Confirmed

☐ Not Confirmed

24. Vendor will support both Unit Testing and End-to-End Testing prior to Go-Live of any initiative. To support testing, Vendor must not only have the resources, but also the test environments, that are necessary to support multiple work streams at one time. The test regions must support testing full populations of both production and test data. The Test Plan will be mutually agreed upon by Vendor, the Plan, and the other impacted Plan vendors.

☐ Confirmed

☐ Not Confirmed

25. Vendor shall support the 2028 Open Enrollment, which is currently scheduled for October 2027, but may be rescheduled to a different time at the Plan's sole discretion. Vendor must have the group set-up complete, the call center open, any required SSOs in place, the PCP selection tool integrated with the Plan's EES vendor and be able to accept EDI from Plan vendors during the month Open Enrollment occurs.

☐ Confirmed

☐ Not Confirmed

26. Vendor shall support scenario and end-to-end testing with the Plan's EES vendor, and other Plan vendors as needed for each subsequent Open Enrollment. To support testing, Vendor must not only have the resources, but also the test environments that are necessary to support multiple work streams at one time. The test regions must support testing full populations of both production and test data.

☐ Confirmed

☐ Not Confirmed

Minimum Requirements – Network Development and Management

27. Vendor agrees the Plan is a government payor.

☐ Confirmed

☐ Not Confirmed

28. Vendor shall provide a base network(s) that will support Plan Members residing in all 100 counties in North Carolina and throughout the United States. If any parts of the network are managed via a rental network, provide a description of how that is managed.

☐ Confirmed

☐ Not Confirmed

Vendor Response:

29. Vendor shall have a network strategy for North Carolina. Provide a description of the 5-year strategy roadmap for Vendor's North Carolina network strategy.

☐ Confirmed

☐ Not Confirmed

Vendor Response:

30. Vendor shall have a dedicated local presence with no fewer than 3 network development and contracting professionals dedicated to the 6 Medicaid regions in NC. Provide an organizational chart for the current network management team in NC as well as a description of the current and proposed network management team in North Carolina.

☐ Confirmed

☐ Not Confirmed

Vendor Response:

31. Vendor shall provide details on integration between network team, and value-based care contracting teams, if different.

☐ Confirmed

☐ Not Confirmed

☐ N/A

Vendor Response:

32. Vendor shall administer the Plan's custom network strategy. See Exhibit 1, State Health Plan Preferred Provider Network for more information. Describe the strategy and approach to administering the Plan's custom arrangements with key providers. Include in the description how Vendor will work with the Plan to develop and implement provider specific alternative payment arrangements.

☐ Confirmed

☐ Not Confirmed

Vendor Response:

Minimum Requirements – Product and Plan Design

33. Vendor shall administer the covered benefits and exclusions as outlined in the Plus PPO Plan, Standard PPO Plan, 70/30 PPO Plan and HDHP benefit booklets. The Standard PPO Plan and 70/30 PPO Plan have the same benefits.

☐ Confirmed☐ Not Confirmed

Links to benefit booklets:

Plus PPO Plan: [Plus PPO Plan benefit booklet](#)

Standard PPO Plan/70/30 PPO Plan: [Standard PPO Plan benefit booklet](#)

HDHP: [HDHP benefit booklet](#)

34. Vendor shall administer a tiered copay program that will reduce a copay when the Member visits the PCP listed on his or her ID card or another PCP in the same practice, regardless of practice location. The amount of the copay reduction depends on whether the PCP is a “Preferred” PCP or a network PCP that is not Preferred. See Exhibit 2 First Amended and Restated Current PCP Copay Incentive Scenarios for more detailed information about the current program.

☐ Confirmed☐ Not Confirmed

35. Vendor shall customize its current value-based and incentive Plan Design features and/or implement new, customized ones, if requested by the Plan.

☐ Confirmed☐ Not Confirmed

36. Vendor shall integrate with other vendor Point Solutions, as requested by the Plan, to administer specific benefits.

☐ Confirmed☐ Not Confirmed

37. Vendor shall integrate real-time or near real-time deductible and/or OOP accumulators with the Plan's PBM or other Plan vendors to support a combined Medical/Rx deductible and OOP maximums.

☐ Confirmed

☐ Not Confirmed

38. Vendor shall administer all benefits as required by Article 3B of Chapter 135 which includes requirements for coordinating benefits with Medicare and, to the extent applicable, Chapter 58 of the North Carolina General Statutes and as may be amended from time to time.

☐ Confirmed

☐ Not Confirmed

39. Vendor shall administer benefits in accordance with all Federal and State requirements applicable to the Plan and notify the Plan of new mandates, or other requirements, that will require benefit changes to maintain compliance.

☐ Confirmed

☐ Not Confirmed

40. Vendor shall partner with the Plan to design custom benefits and/or Plan Design features, as requested by the Plan and provide associated financial/actuarial impact analysis.

☐ Confirmed

☐ Not Confirmed

41. Vendor shall supplement the Plan's custom network with other providers contracted directly by Vendor for services such as reference labs, durable medical equipment, and other commodity services as well as to ensure access to care standards are met in North Carolina.

☐ Confirmed

☐ Not Confirmed

42. Vendor shall work with the Plan to develop a “narrow” network, at the regional or state level, of lower cost, high quality providers to be paired with a custom Plan Design, if requested by the Plan. This narrow network may be a full replacement or offered alongside other Plan Design options.

☐ Confirmed

☐ Not Confirmed

43. Vendor’s current network must include bundled/episodic payment and clinically integrated network arrangements. Describe the current arrangements.

☐ Confirmed

☐ Not Confirmed

Vendor Response:

44. Vendor shall work with the Plan to expand, and if necessary, customize bundled/episodic payment arrangements

☐ Confirmed

☐ Not Confirmed

Minimum Requirements: Finance and Banking

45. Vendor shall comply with N.C.G.S. § 147-77 regarding the deposit of funds belonging to the Plan and confirm agreement that all receipts and other money belonging to the Plan that are collected or received by Vendor shall be deposited daily to the Plan’s bank account(s) as designated by the State Treasurer and reported daily to the Plan.

☐ Confirmed

☐ Not Confirmed

46. Vendor shall comply with the Plan’s requirements regarding the disbursement of funds on the Plan’s behalf which are outlined by the Department of State Treasurer’s

website: <https://www.nctreasurer.gov/divisions/financial-operations/banking/guidelines-manuals-and-handbooks>

☐ Confirmed

☐ Not Confirmed

47. Vendor shall (1) print checks with the Plan's logo and digitized signature with guidance on the layout from the Department of State Treasurer based upon a standard format; and (2) prepare checks and EFTs for claims and other disbursements to be drawn directly from the Plan's bank account upon approval and release by the Plan. Vendor must be fully operational at least 30 days prior to January 1, 2028.

☐ Confirmed

☐ Not Confirmed

48. Vendor shall email weekly disbursement request to the Plan by 9:30 a.m. ET on the first State Business Day of the week and hold disbursements until approved by the Plan.

☐ Confirmed

☐ Not Confirmed

49. Vendor shall support the State of North Carolina's financial processing, banking, and reporting requirements which can be found at the following links or exhibits:

State banking: www.nctreasurer.gov/documents/files/fod/banking-services-handbook/open

Cash management: <https://www.ncosc.gov/state-agency-resources/state-disbursing/statewide-cash-management>

Escheats: <https://www.nccash.com/holder-information-and-reporting>

High level daily deposits and disbursements of state funds workflows: Exhibit 3, "Deposits and Disbursements Process."

☐ Confirmed

☐ Not Confirmed

50. Vendor shall provide SOC1, Type II, and if applicable, a bridge letter, upon request by the Plan

☐ Confirmed

☐ Not Confirmed

Minimum Requirements – Member Experience

51. If requested by the Plan, Vendor shall allow the Plan to carve out some or all of member engagement services in this RFP.

☐ Confirmed

☐ Not Confirmed

52. Vendor shall provide a dedicated customer call center with hours of operation from at least 8:00 a.m. to 5:00 p.m. ET, each State Business Day, to respond to Member inquiries.

☐ Confirmed

☐ Not Confirmed

53. Vendor shall have a dedicated toll-free number for Plan Members.

☐ Confirmed

☐ Not Confirmed

54. Vendor shall answer the call center phones with a greeting that identifies the individual answering as a representative for the State Health Plan.

☐ Confirmed

☐ Not Confirmed

55. Vendor shall customize its interactive voice response (IVR) script with a Plan-specific greeting and prompts, and transfers to other Plan vendors.

☐ Confirmed

☐ Not Confirmed

56. Vendor shall make and receive warm and cold transfers to/from other Plan vendors who may be required to resolve the Members' issues.

☐ Confirmed

☐ Not Confirmed

57. Vendor shall record and track **all** Member calls including date of initial call, inquiry closed, representative who handled the call, call status, if and where the call was referred for handling, reason for call (issue), and what was communicated to the Member.

☐ Confirmed

☐ Not Confirmed

58. Vendor shall allow the Plan to include customized inserts or messaging in ID Cards and EOB mailings as well as offer customization of the EOB and ID Cards as directed by the Plan. Refer to Exhibit 4: ID Card Front, Exhibit 5: ID Card Back, Exhibit 6: EOB Sample Pages, Exhibit 7: EOB Sample Pages, Exhibit 8: EOB Sample Pages, and Exhibit 9: EOB Sample Pages.

☐ Confirmed

☐ Not Confirmed

59. Vendor shall customize the content of all letters or other materials the Vendor will send and/or display to Members as directed by the Plan.

☐ Confirmed

☐ Not Confirmed

60. Vendor shall co-brand letters or other materials the Vendor sends to Members.

☐ Confirmed

☐ Not Confirmed

61. Vendor shall customize the portal and mobile app with the Plan's branding (logo).

☐ Confirmed

☐ Not Confirmed

Minimum Requirements – Medical Management

62. Vendor shall pass 100% of pharmacy Rebates to the Plan.

☐ Confirmed

☐ Not Confirmed

63. Vendor acknowledges that PBM services are not included as part of this TPA services contract..

☐ Confirmed

☐ Not Confirmed

64. Vendor shall customize any of the Medical Management or utilization management programs, if requested by the Plan.

☐ Confirmed

☐ Not Confirmed

65. Vendor shall customize any medical policy, if requested by the Plan.

☐ Confirmed

☐ Not Confirmed

Minimum Requirements – Enrollment, EDI, and Data Management

66. Vendor shall support the Plan's Group set-up structure which includes establishing, maintaining, and reporting on more than 400 individual Employing Units, the Retirement Systems Group, the Direct Bill Group, the Sponsored Dependent Group, and the COBRA Group. A list of the Plan's current Group structure, which includes Group and Entity identifiers, can be found in Exhibit 10, "Group Structure."

☐ Confirmed

☐ Not Confirmed

67. Vendor shall support the addition of new Groups throughout the year and assist with any Group name changes or reporting requirements, as needed.

☐ Confirmed

☐ Not Confirmed

68. Vendor shall have the capability to accept and load at least 500,000 transactions in a single file transmission.

☐ Confirmed

☐ Not Confirmed

69. Vendor shall have the capability to extract and send up to 500,000 transactions to Plan vendors in a single file.

☐ Confirmed

☐ Not Confirmed

70. Vendor shall accept and load daily industry standard and/or custom data files from the Plan's EES vendor. The data file will be received between 5:00 – 9:00 p.m. ET each night and must be processed by Vendor by 8:00 a.m. ET the following day.

☐ Confirmed

☐ Not Confirmed

71. Vendor shall process enrollment updates manually for Plan members requiring immediate enrollment and benefits. The request to manually load may come from the Plan or a Plan Vendor.

☐ Confirmed

☐ Not Confirmed

72. Vendor shall produce recurring outbound data files for Plan vendors, the Plan and/or Plan Partners. For inbound and outbound data flows, see Exhibit 11, "Vendor Data Feeds."

☐ Confirmed

☐ Not Confirmed

73. Vendor's daily outbound data file to the Plan's EES vendor must be sent by 12:00 p.m. ET on the first day after the daily data file from the Plan's EES vendor is received.

☐ Confirmed

☐ Not Confirmed

74. Vendor shall accept monthly Audit Files from the Plan's EES vendor and work with the Plan and the EES vendor to review and correct discrepancies. This includes providing audit metrics that identify enrollment mismatches as well as automated corrections to align enrollment with the Plan's EES vendor's records. The production of the audit metrics report and the automated corrections must be completed with two (2) State Business Days of receipt of the audit file. Refer to Exhibit 12 for the Monthly Audit & Reconciliation process. The schedule for the monthly audit will be determined during the implementation and will be re-evaluated annually as part of open enrollment planning. A copy of a sample Audit Schedule can be found in Exhibit 13 "Audit Schedule".

☐ Confirmed

☐ Not Confirmed

75. Vendor shall agree to other enrollment audits, as requested by the Plan, to address specific issues.

☐ Confirmed

☐ Not Confirmed

76. Vendor shall enroll and accurately process claims for both Medicare primary and Non-Medicare primary Members within the same Group and Plan Design.

☐ Confirmed

☐ Not Confirmed

Example: Employing Unit – Department of State Treasurer

Plus PPO Plan includes:

Non-Medicare primary Members

Medicare primary Members

Standard PPO Plan includes:

Non-Medicare primary Members

Medicare primary Members

77. Vendor shall serve as the Plan's Responsible Reporting Entities (RRE) under Section 111 of Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) Expanded Reporting Option.

☐ Confirmed

☐ Not Confirmed

78. As an Expanded Reporter, Vendor shall submit, at a minimum, a quarterly Query-Only File to CMS to obtain Part A, B, and C information on Plan Members and perform a quarterly Medicare Primacy audit with Plan Enrollment data in Vendor's system. Vendor shall utilize the results of the audit in conjunction with the Plan's Medicare rules, to determine which Plan Members' Medicare information requires updating.

☐ Confirmed

☐ Not Confirmed

79. Vendor shall update Vendor's system with the necessary updates from the Medicare audit and send Members' updated Medicare information to the Plan's EES vendor. The EES vendor will determine primacy in relation to the Plan and send that to Vendor via daily file as described in Section 5.1.8.5.

☐ Confirmed

☐ Not Confirmed

80. Vendor shall store and utilize the MBI, in addition to other Member identification numbers, such as SSN and UPID.

☐ Confirmed

☐ Not Confirmed

81. Vendor shall maintain Medicare Eligibility effective and termination dates as well as Medicare Part A and Part B and Phantom Medicare effective and termination dates.

☐ Confirmed

☐ Not Confirmed

82. Vendor shall maintain Medicare primacy effective and termination dates.

☐ Confirmed

☐ Not Confirmed

83. Vendor shall maintain multiple Medicare entitlement reasons.

☐ Confirmed

☐ Not Confirmed

84. Vendor shall collect, store, and utilize other commercial insurance information to coordinate benefits for Plan Members. The EES vendor will only collect Medicare COB information. EES vendor will determine primacy as it relates to the Plan only. All other commercial insurance information will be managed by the TPA.

☐ Confirmed

☐ Not Confirmed

85. Vendor shall enroll split-contracts where the family Members are split between Vendor and another carrier (i.e., Medicare primary Subscriber enrolled in a Medicare Advantage plan with another carrier and non-Medicare primary Dependents are enrolled on a Plan provided by Vendor).

☐ Confirmed

☐ Not Confirmed

86. Vendor shall support enrollments where one or more family Members are enrolled in one Plan Design as Medicare primary and other family Member(s) are enrolled in another Plan Design as Non-Medicare primary, or vice versa.

☐ Confirmed

☐ Not Confirmed

87. Vendor shall provide a PCP selection tool that can be integrated with the Plan's EES vendor's enrollment portal to facilitate the Members' PCP elections. See Exhibit 14, "PCP Selection Tool and Maintenance," for PCP selection overview.

☐ Confirmed

☐ Not Confirmed

88. Vendor shall routinely perform provider maintenance of PCP data to ensure that the PCP selection tool contains the most current PCP data and that only valid PCPs may be elected. See Exhibit 14, "PCP Selection Tool and Maintenance" for high level overview of PCP maintenance requirements.

☐ Confirmed

☐ Not Confirmed

89. Vendor shall implement workflows that support the maintenance of the PCPs which may require that Vendor notify Members if their elected PCP is no longer in network and notify the EES vendor, via the daily return file to the EES vendor, if any PCP code information, including provider termination, has occurred. The Member communication should include instructions for electing a new PCP. The final workflows will be defined during Contract implementation. See Exhibit 14, "PCP Selection Tool and Maintenance" for high level overview of PCP synchronization requirements.

☐ Confirmed

☐ Not Confirmed

90. Vendor shall customize ID cards with all data elements requested by the Plan, including, but not limited to, each of the following: (See Exhibit 4: ID Card Front, Exhibit 5: ID Card Back, Exhibit 6: EOB Sample Pages, Exhibit 7: EOB Sample Pages, Exhibit 8: EOB Sample Pages, and Exhibit 9: EOB Sample Pages).

- a. Benefit effective date
- b. Plan's logo.
- c. Plan's messaging.
- d. Plan's network (if applicable).
- e. Member out-of-pockets.
- f. Plan's Rx BIN and PBM information.
- g. Group Name (e.g., Wake County Schools, University of North Carolina, Department of Transportation).
- h. Member's unique ID number.
- i. Member's selected PCP.

☐ Confirmed

☐ Not Confirmed

91. Vendor shall meet all Plan, federal, and state mandated Plan enrollment communication and/or reporting requirements such as, but not limited to, the reporting needs under Sections 6055 and 6056 of the IRS code.

☐ Confirmed

☐ Not Confirmed

92. Vendor shall provide a custom claims data files to the Plan on a monthly basis. The file requirements will be documented in a BRD during implementation and may be updated from time to time throughout the lifetime of the Contract, as requested by the Plan.

☐ Confirmed

☐ Not Confirmed

93. Vendor shall provide a custom provider data file(s) to the Plan on a bi-weekly basis. The file(s) requirements will be documented in a BRD during implementation and may be updated from time to time throughout the lifetime of the Contract, as requested by the Plan.

☐ Confirmed

☐ Not Confirmed

94. Vendor shall provide other, ad hoc data files, as requested by the Plan. The specifics of the data file requests will be outlined in an ADM and/or BRD.

☐ Confirmed

☐ Not Confirmed

95. Vendor shall release data to the Plan as described in state and federal law.

☐ Confirmed

☐ Not Confirmed

96. Vendor shall not place limitations on the Plan's use of data that are more restrictive than described in state and federal law.

☐ Confirmed

☐ Not Confirmed

Minimum Requirements – Claims Processing and Appeals Management

97. Vendor shall 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 Statewide Health Information Exchange Act, Vendor must deny any claims received from providers that are not in compliance on the date of service.

☐ Confirmed

☐ Not Confirmed

98. Vendor shall ensure the Plan's compliance with all federal and state regulations not otherwise stated previously (i.e., prompt pay, mental health parity, disclosures, reporting, etc.) that are applicable to the Plan. In no instance shall the Vendor implement a compliance change, without prior approval from the Plan.

☐ Confirmed

☐ Not Confirmed

99. Vendor shall process all claims, including claims that are Medicare primary and Medicare secondary, from the same claims processing platform.

☐ Confirmed

☐ Not Confirmed

100. Vendor shall "gold card" specific providers, as requested by the Plan, to bypass Vendor's prior authorization and other utilization management programs.

☐ Confirmed

☐ Not Confirmed

101. Vendor shall administer the appeals process required by Chapters 58 and 135 of the North Carolina General Statutes, including appeals for the Plan's PBM. Refer to Benefits Booklets and N.C.G.S. § 135-48.24.

☐ Confirmed

☐ Not Confirmed

102. Vendor shall customize any appeals letters, as requested by the Plan.

☐ Confirmed

☐ Not Confirmed

103. Vendor shall work with the Plan to resolve and respond to any inquiries from the North Carolina Department of Insurance's Smart NC Program.

☐ Confirmed

☐ Not Confirmed

104. Vendor shall support the Plan's methodology for coordinating with Medicare Members as outlined in **§ 135-48.38**, including Members who have not elected

Medicare Part A and/or B. As required by state law, the Plan coordinates claims for Members who do not elect Medicare Parts A and/or B as if they had elected them. (a.k.a. Phantom Processing) See Exhibit 15, "Claims Processing Phantom Plan – Medicare Part B."

☐ Confirmed

☐ Not Confirmed

105. Vendor shall reimburse the Plan on a weekly basis for any prompt pay penalties included in the weekly claims disbursement for that week as the Plan will pay no prompt-pay penalties for claims that are paid outside of the prompt-pay guidelines as a result of Vendor's action, inaction, or system failure.

☐ Confirmed

☐ Not Confirmed

106. Vendor shall integrate with other Plan Vendors and/or Point Solutions that may be responsible for specific services such as, but not limited to, outpatient surgery. The goal would be to set these vendors up as in-network providers so that the payment for these services is funded via the weekly disbursement process and any associated claims included in the Vendor's claims data. The specific integration requirements would be determined during Contract implementation, or throughout the lifetime of the Contract, as requested by the Plan.

☐ Confirmed

☐ Not Confirmed

107. Vendor shall customize EOBs with the Plan's logo and if applicable, custom network and other information as illustrated in Exhibit 6: EOB Sample Pages, Exhibit 7: EOB Sample Pages, Exhibit 8: EOB Sample Pages, and Exhibit 9: EOB Sample Pages.

☐ Confirmed

☐ Not Confirmed

Minimum Requirements – Claims Audit, Recovery, and Investigation

108. Vendor shall support ongoing quarterly claims accuracy audits, or Standard Audits, performed on a statistically valid random claims sample selected by the Plan's audit vendor which will be used to measure claims accuracy for Performance Guarantees on a quarterly basis. Vendor will share provider contracts and system pricing with the Plan's Auditors for review and audit. The audit will also include targeted sample selected from a comprehensive analysis of all claims by the Plan's audit vendor.

☐ Confirmed☐ Not Confirmed

An audit plan will be provided prior to the initial quarterly audit that will define the ongoing Standard Audit timelines. Both the random claims sample and the targeted sample will be used to identify overpayments owed to the Plan. For purposes of Standard Audits, claims accuracy will be measured based on the following criteria:

- a. Financial Accuracy: Total dollar amount processed accurately divided by the total dollar amount processed in the audit sample. The total dollar amount processed accurately is calculated by subtracting the absolute values of the dollars processed in error from the total dollars processed. Underpayments and overpayments are not offset by one another.
- b. Payment Accuracy: The number of claims with the correct benefit dollars paid divided by the total number of claims paid in the audit sample.
- c. Processing Accuracy: The number of claims processed with no procedural errors divided by the total number of claims processed.

For purposes of the above definitions, if Vendor has identified and recovered an overpayment or processed an underpayment prior to the audit, it is not an error. If Vendor has identified but not recovered the overpayment or processed the underpayment, it is an error.

☐ Confirmed☐ Not Confirmed

109. Vendor shall, in addition to supporting ongoing quarterly claims accuracy audits, support Focus Audits, such as, but not limited to, COB audits, duplicate

claims audits, eligibility audits, and Comprehensive Electronic Audits conducted by the Plan's auditor vendor on an as needed basis. All the rules outlined in Section 5.1.10.1 will apply to these audits.

☐ Confirmed

☐ Not Confirmed

110. Vendor's recovery processes will follow all deposit and financial reporting requirements outlined in Section 5.2.5 Finance and Banking.

☐ Confirmed

☐ Not Confirmed

111. Vendor shall recover any overpayments to Providers by offsetting future payments or by demand without any limitation as to time since the Plan as a government payor is not subject to the two-year limitation established in N.C.G.S. § 58-3-225(h).

☐ Confirmed

☐ Not Confirmed

112. Vendor shall support the Plan's participation in the North Carolina Debt Setoff Program (North Carolina General Statutes Chapter 105A, Article 1), the Retirement/Disability Offset Program (N.C.G.S. §§ 135-9(b), 128-31, 120-4.29), Wage Garnishment (N.C.G.S. § 135-48.37A), and Credit Card Intercepts (N.C.G.S. § 1-359) and implement an accounts receivable collection process as outlined under the North Carolina Office of State Controller, Statewide Accounts Receivable Program. Refer to Exhibit 16, "State Health Plan Recovery Workflows."

☐ Confirmed

☐ Not Confirmed

113. Vendor shall have an investigation or similar unit to investigate possible fraud and abuse and will share details about specific investigations that impact the Plan, including the names of the providers involved.

☐ Confirmed

☐ Not Confirmed

Minimum Requirements - Reporting

114. Vendor shall agree to deliver the Standard Reports as described in Section 5.2.11 Reporting, and based on the delivery schedule in Exhibit 17, “First Amended and Restated Standard Reports.”

☐ Confirmed

☐ Not Confirmed

Minimum Requirements – Population Health Services

115. Vendor acknowledges that PHM services are optional and may be selected at the Plan’s discretion.

☐ Confirmed

☐ Not Confirmed

116. Vendor shall integrate with the Plan’s PHM vendor, as requested by the Plan.

☐ Confirmed

☐ Not Confirmed

NOTE:

Vendors may provide a supplemental document where longer responses that do not fit within the fillable spaces allocated in this Response Document would be contained. An Accurate reference to each question to which a response is being provided must be included. While the Plan has not set page limits for responding to each question, Vendor should be mindful to avoid providing superfluous information that unnecessarily lengthens the response.