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July 13, 2021

To: All Interested Vendors {Bidders}

Re: SEHBP Garden State Health Plan RFP

Quote Submission Due Date: July 20, 2021 (2:00 p.m. Eastern Time)

RFP Amendment #1

The following constitutes Amendment #1 to the above referenced RFP:

- This Amendment includes answers to questions: and
- Please note that for all additions, deletions, clarifications and modifications to the RFP, please refer to the “Revised Scope of Work/Technical Capabilities Document 051321” and “Revised Administrative Requirements Document 051321”.
- Please note that there have been changes to Attachment D – Performance Standards and Liquidated Damages. Please use “Revised Attachment D – Performance Standards and Liquidated Damages 051321” your submissions. Changes have been made as follows:
 - a. Revised Performance Standards now calculate to 30%. The Network Access PG was increased to 3.0%.

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the RFP and/or the New Jersey Standard Terms and Conditions relative to this RFP as set forth in all Amendments.

All other instructions, terms, and conditions of the RFP shall remain the same.

Garden State Health Plan RFP

Answers to Questions

Where applicable, each question references the appropriate Bid Solicitation section. Questions have been answered in the chronological order of the RFP.

Note: Some of the questions may have been paraphrased in the interest of readability and clarity.

#	RFP Section Reference	Question (Bolded) and Answer
GENERAL QUESTIONS		
1	General Question	<p>Will there be an opportunity to meet virtually or in person with the State as part of the decision process?</p> <p>Answer: Yes, as time permits.</p>
2	General Question	<p>Are there any additional timelines/milestones you can provide given the projected Contract Award Date of August 25 and effective date Jan 1, 2022 (IE – finalist meetings if applicable, communications, eligibility feeds, etc.)</p> <p>Answer: The key dates of the GSTHP RFP are outlined on the opening page of the Scope of Work document.</p>
3	General Question	<p>Can you provide context around the condensed timeline to evaluate and implement this complex program?</p> <p>Answer: The State is eager to implement this program for 1/1/2022 in order to fulfill the Chapter 44 legislative obligation to its members.</p>
4	General Question	<p>Are all SEHBP actives and early retirees required to enroll in the “Garden State Health Plan” (GSTHP)? Or can they also elect to stay with their current plan? If the GSTHP is optional, please provide the estimated employee and member lives enrollment.</p> <p>Answer: All SEHBP Actives and Early Retirees are eligible to enroll in the GSTHP but not required. As such, future enrollment in this plan option is unknown. Tiered pricing based on enrollment will not be accepted.</p>
5	General Question	<p>The Garden State Health Plan RFP is very similar in structure and format to the broader 2019 State of NJ RFP with many operational-focused questions and sections; however, the GSTHP RFP does not include a lot of the specifics about the Garden State Health Plan that have been communicated in other forums. How would you like these additional requirements addressed in the questionnaire, which has character limitations, or other parts of the technical response of the RFP?</p> <p>Answer: The GSTHP RFP includes minimum requirements set forth in Chapter 44 legislation. Response to the RFP should be outlined within the parameters of the Questionnaire and Technical Scope of Work response.</p>
6	General Question	<p>Is information available on the health navigation vendor that will be offered in January 2022?</p>

#	RFP Section Reference	Question (Bolded) and Answer
		Answer: There is no additional information available at this time.
7	General Question	<p>Since many people who reside in the Camden and nearby areas within NJ utilize many of their healthcare services in Philadelphia, how would you classify the Philadelphia area for purposes of this bid (would it be considered “in-state” for members residing in those areas or “out-of-state”?)</p> <p>Answer: The Garden State Health Plan is intended is being curated with the intent to partner with IDNs in within the physical boundaries of the State of NJ, therefore IDNs outside the State will be classified as out of network.</p>
8	General Question	<p>Do you envision onsite centers throughout the state?</p> <p>Answer: The SEHBP does envision onsite centers, and may look to expand the footprint into onsite centers in the future. That is not the intent of this RFP.</p>
9	General Question	<p>Are you looking to sunset current point solutions?</p> <p>Answer: No</p>
10	General Question	<p>Can you share by % who the health insurance provider is for the employees?</p> <p>Answer: Active and Early retirees of the SEHBP are covered by Horizon Blue Cross.</p>
11	General Question	<p>Is the State of NJ looking to consolidate the number of health insurance providers being utilized? Is NJ looking to replace any vendors</p> <p>Answer: No</p>
12	General Question	<p>What are the top chronic conditions for State employees?</p> <p>Answer: Diabetes, Hypertension, and Heart Disease are among some of the State’s top conditions, however, they are subject to change in any given year.</p>
13	General Question	<p>Is the State of New Jersey open to sharing the space and cost of the health center(s) with other entities?</p> <p>Answer: The State does not fully understand the question being asked as it does not appear to be applicable to this procurement. Please review Scope of Work Sections 1.1 and 1.1.1 for the SEHBP’s GSTHP partner expectations.</p>
14	General Question	<p>Does the State of New Jersey currently offer Telehealth/Virtual Primary Care? If so, what services are currently being provided?</p> <p>Answer: Yes, the State does offer telehealth services to members.</p>
15	General Question	<p>What services at the health center are currently billed back to the health insurance provider?</p> <p>Answer: The State does not fully understand the question being asked as it does not appear to be applicable to this procurement. Please review Scope of Work Sections 1.1 and 1.1.1 for the SEHBP’s GSTHP partner expectations.</p>

#	RFP Section Reference	Question (Bolded) and Answer
16	General Question	<p>Can you provide utilization information (or expected utilization) , including breakdown among primary care visits, biometric screenings, chronic disease management, labs only, etc.</p> <p>Answer: The State cannot provide current of expected utilization due to the unknown enrollment in the future GSTHP. All SEHBP members are eligible to participate in the plan. The only claims data and experience provided is aggregated on a monthly basis as an exhibit to this RFP. .</p>
SCOPE OF WORK DOCUMENT		
17	Scope of Work document, page 3, section 1.1	<p>What are the biggest problems around delivery of healthcare and cost that SEHBP faces today? What meaningful changes is SEHBP seeking?</p> <p>Answer: As stated in Section 1.1 the goal with this RFP is to contract with Vendors {Contractors} that will drive meaningful changes in the delivery of healthcare, clinical quality improvements and meaningful cost reductions in the SEHBP. The SEHBP Garden State Health Plan (GSTHP) will provide patient centered healthcare with excellent access to cost effective, highly integrated healthcare services. The SEHBP GSTHP seeks to partner with New Jersey integrated health systems and providers who will deliver integrated care, centered on the patient. The SEHBP GSTHP is seeking to move closer to direct provider contracting within the State of New Jersey and providing members with direct access to many of the curated high-quality healthcare providers found in the State. The State is intent on taking bolder actions that focus on mitigating the total cost of care for the SEHBP and its Members, while driving improvements in the overall health of the SEHBP population.</p>
18	Scope of Work document, page 3, section 1.1	<p>What are the anticipated outcomes SEHBP would like to see by implementing the GSTHP?</p> <p>Answer: The SEHBP would like to see a partnership focused on providing high quality/value provider and facility partnerships which may result in reductions in total cost for SEHBP members through focusing care at high performance facilities with proven quality metrics.</p>
19	Scope of Work document, page 3, section 1.1	<p>Will the State consider a carved out advocacy program allowing integration with the selected Integrated Delivery Network?</p> <p>Answer: Yes, the State will consider this.</p>
20	Scope of Work document, page 3, section 1.1	<p>Will the State consider alternative models for achieving the purpose and intent of the RFP?</p> <p>Answer: The State will consider alternative models for achieving the purpose and intent of the RFP, if the alternative model meets all of the RFP requirements.</p>
21	Scope of Work document, page 4, section 1.1	<p>How vast are you expecting the Integrated Delivery Networks to be within the state?</p> <p>Answer: The network should be vast enough for the majority of SEHBP members to have sufficient access to the network within New Jersey.</p>
22	Scope of Work document, page 4, section 1.1.1.A	<p>What are the specific SEHBP strategic goals?</p>

#	RFP Section Reference	Question (Bolded) and Answer
		<p>Answer: As outlined in Section 1.1.1:</p> <ul style="list-style-type: none"> • Innovation and Partnership for the Future • Commitment to Value-based Payment to Reduce Costs and Improve Quality of Care for SEHBP Members • Care Delivery and Management Outcomes • Targeting Health Disparities in Vulnerable Populations • Coordinated and Integrated Care
23	Scope of Work document, page 4, section 1.1.1.B	<p>Will development costs of any innovation be shouldered by SEHBP?</p> <p>Answer: No, the SEHBP will not shoulder any development costs of innovation.</p>
24	Scope of Work document, page 4, section 1.1.1.D	<p>Can we leverage Neighbors in Health programs to deliver on mitigation initiatives for SDOH?</p> <p>Answer: Yes.</p>
25	Scope of Work document, page 4, section 1.1.1.E	<p>What are specific types of quality and health disparity metrics which need to be integrated into standard reporting?</p> <p>Answer: The SEHBP is willing to mutually agree upon quality and health disparity metrics suggested by the bidder.</p>
26	Scope of Work document, page 5, section 1.1.2	<p>Would the NJEHP consider a multiple vendors to provide solutions on a county by county basis?</p> <p>Answer: Yes, the SEHBP will consider multiple vendors to provide solutions on a county by county basis. However, the goal of the RFP is to partner with vendors that are able deliver the IDS relationships in a manner that is efficient for the Division to manage.</p>
27	Scope of Work document, page 5, section 1.1.2	<p>“The SEHBP may award to one (or more) qualified Vendors (Bidders) for any or all services included in this RFP”. Will a vendor be designated as “primary contractor” or lead vendor to oversee coordination and integration of other vendor capabilities?</p> <p>Answer: The SEHBP may award to one of more vendors. A primary contractor/lead vendor may be designated if deemed necessary by the Division. However, Bidders are encouraged to explore partnership with complimentary vendors and submit a single bid in an effort to provide the most comprehensive bid proposal to the Division.</p>
28	Scope of Work document, page 7, section 1.2	<p>In section 1.2 of the “Scope of Work/Technical capabilities” document there are 53,472 actives and the 13,033 early retirees for a total of 66,505 lives. Can you provide the total number of dependents?</p> <p>Answer: The SEHBP has 83,317 Education Active dependents and 17,807 Education Early Retiree dependents.</p>
29	Scope of Work document, page 7, section 1.2	<p>Zip codes were provided for the SEHBP population. By noting counts for the population outside of NJ (particularly in PA and NY, but also all others), is the intent to also offer the GARDEN STATE HEALTH PLAN to employees who reside outside of NJ, or was this informational only?</p>

#	RFP Section Reference	Question (Bolded) and Answer
		<p>Answer: The Garden State Health Plan will be an option for employees residing outside of New Jersey if they wish.</p>
30	Scope of Work document, page 7, section 1.2	<p>Can you provide the total number of members? (actives + dependents)?</p> <p>Answer: The SEHBP has 136,789 total Education Active members and 30,840 total Education Early Retiree members.</p>
31	Scope of Work document, page 15, section 2.2	<p>FAIR Health is noted for out-of-network services. Other parts of the document (page 25, 3.1.1.1 Claims Administration H. and I.) refer to use of other out-of-network guidelines (Reference Based Pricing). Exhibit 7 specifically notes use of 200% of CMS, (pg 34, 3.1.6 D) states that OON providers will be paid based on Reference Based Pricing vendor claim negotiation. Please explain which claims would go through Fair Health, % of CMS or reference based pricing reimbursements.</p> <p>Answer: The SEHBP is not interested in claim reimbursement based on Fair Health database. For Out-of-Network services (services provided within NJ but outside of the designated network) the awarded vendor must pay claims based on a mutually agreed upon schedule based on the appropriate % of CMS.</p> <p>The Out-of-State services (services rendered outside NJ) that are non-emergent/non-urgent will be paid in full by the member. The SEHBP is requesting the awarded vendor to provide a negotiation/legal support team to advocate on the members behalf for reasonable pricing based on the service provided. Services Out-of-State will only be covered at in-network levels if prior authorization is received, or if the service is deemed urgent/emergent.</p>
32	Scope of Work document, page 19, section 2.2	<p>If members or dependents reside outside of New Jersey, do they need a prior authorization to seek non-ER/non-urgent services?</p> <p>Answer: No, residence has no bearing on network status and prior authorization in this case would be dependent on site-of-care.</p>
33	Scope of Work document, page 19, section 2.2	<p>Definition of OON Provider, what is the reference to “Chapter 44”? This term is not defined in the document.</p> <p>Answer: Chapter 44 is the legislative document that introduced the Garden State Health Plan. See link below for more detail: https://www.state.nj.us/treasury/pensions/documents/laws/ch44-2020.pdf</p>
34	Scope of Work document, page 19, section 2.2	<p>Please provide a list of the specified services requiring prior authorization.</p> <p>Answer: Out-of-Network services (services provided within NJ but outside of the designated network) must be paid based on a mutually agreed upon schedule based on the appropriate % of CMS.</p> <p>The Out-of-State services (services rendered outside NJ) that are non-emergent/non-urgent will be paid in full by the member. The SEHBP is requesting the awarded vendor to provide a negotiation/legal support team to advocate on the members behalf for reasonable pricing based on the service provided. Services Out-of-State will only be covered at in-network levels if prior authorization is received, or if the service is deemed urgent/emergent.</p>

#	RFP Section Reference	Question (Bolded) and Answer
		<p>Prior authorization for any in-network services will be outlined by the Division in accordance with the plan design requirements.</p> <p>All services that would be deemed out-of-network or out-of-state (excluding emergent and urgent) require Prior Authorization to be covered at the in-network level.</p>
35	Scope of Work document, page 20, section 2.2	<p>Definition of Prior Authorization: is this term limited to those services which require prior approval by the health plan as a precondition for coverage under the terms and conditions of the plan or does it apply to any service?</p> <p>Answer: Prior authorization for any in-network services will be outlined by the Division in accordance with the plan design requirements. All services that would be deemed out-of-network or out-of-state (excluding emergent and urgent) require Prior Authorization to be covered at the in-network level.</p>
36	Scope of Work document, page 20, section 2.2	<p>Reference Based Pricing – which party/organization sets the percentage of Medicare price or cost?</p> <p>Answer: The SEHBP sets the percentage of Medicare price or cost.</p>
37	Scope of Work document, page 24, section 3.0	<p>What are the SEHBP’s strategic goals?</p> <p>Answer: Answer: As outlined in Section 1.1.1:</p> <ul style="list-style-type: none"> • Innovation and Partnership for the Future • Commitment to Value-based Payment to Reduce Costs and Improve Quality of Care for SEHBP Members • Care Delivery and Management Outcomes • Targeting Health Disparities in Vulnerable Populations • Coordinated and Integrated Care
38	Scope of Work document, page 24, section 3.0	<p>Are vendors able to bid on and submit quotes for some but not all of the services outlined in the Scope of Work document for award alongside other qualified vendors for other services?</p> <p>Answer: The SEHBP may award to one or more vendors. However, Bidders are strongly encouraged to explore partnership with complimentary vendors and submit a single bid in an effort to provide the most comprehensive bid proposal to the Division.</p>
39	Scope of Work document, page 25, section 3.1.1.1 C	<p>R&C based on CMS conflicts with Reference based pricing requirement in Bullet H. Which is required? If both, what services/codes will be subject o reference based pricing?</p> <p>Answer: Please note the reference-based pricing vendor support. The State is requesting reimbursement for OON services based on a % of CMS schedule.</p> <p>OON services (services provided within NJ but outside of the designated network) must be paid based on a mutually agreed upon schedule based on the appropriate % of CMS.</p> <p>The OOS services (services rendered outside NJ) that are non-emergent/non-urgent will be paid in full by the member. The SEHBP is requesting the awarded vendor to provide a negotiation/legal support team to advocate on the members behalf for reasonable pricing based on the service provided. Services OOS will only be covered</p>

#	RFP Section Reference	Question (Bolded) and Answer
		at in-network levels if prior authorization is received, or if the service is deemed urgent/emergent.
40	Scope of Work document, page 25, section 3.1.1.1 H	<p>What is the definition of “robust member legal support program and vendor claim negotiation support”? Can these be provided by a Reference Based Pricing vendor contracted by the RFP bidder or does it have to sit with the bidder?</p> <p>Answer: This can be provided by a Reference Based Pricing vendor contracted by the primary bidder.</p>
41	Scope of Work document, page 25, section 3.1.1.1 I	<p>Out-of-State services, what is “Reference Based Pricing vendor negotiation support”? What obligation, if any, would the health plan have with regard to facilitating the negotiation referenced?</p> <p>Answer: The Vendor will have all obligation to facilitate the negotiation.</p>
42	Scope of Work document, page 26, section 3.1.1.1 S	<p>Confirm that a provider may balance bill Member for charges when Member signs an agreement to do so especially since it is otherwise noted on page 35, Section 3.1.6, Network Management, L.</p> <p>Answer: An in-network provider may not balance bill a member for charges.</p>
43	Scope of Work document, page 26, section 3.1.1.1 T	<p>Does the Department intend for Members to be aware of Utilization Management activity conducted between the health plan and hospitals for inpatient confinements or that such activity should not be visible to Members?</p> <p>Answer: No, only concurrent review and discharge services will be transparent to the Member.</p>
44	Scope of Work document, page 27, section 3.1.1.1 Y	<p>Will the new Garden State Health plan be Grandfathered or Non-Grandfathered?</p> <p>Answer: The Garden State Health Plan will be Non-grandfathered.</p>
45	Scope of Work document, page 28, section 3.1.1.2.1 A	<p>Can vendor return the recovery net of fee rather than billing the fee separately?</p> <p>Answer: The State rejects the proposed modification. The vendor must provide a detailed reporting of any recovery services in order to measure the Annual PEPY cap described in the Price Sheet.</p> <p>Recovery Net of Fee is not acceptable as this will not allow the State to track full recovery services towards the annual cap.</p>
46	Scope of Work document, page 29, section 3.1.2.1	<p>Depending on enrollment numbers is a designated member service team acceptable until a mutually agreeable upon enrollment number is reached to create a dedicated team?</p> <p>Answer: Yes, that is acceptable.</p>

#	RFP Section Reference	Question (Bolded) and Answer
47	Scope of Work document, page 30, section 3.1.2.1.D	<p>Multilingual speaking service representatives – can this be fulfilled by a translation service or do the reps actually have to be bilingual English/Spanish speaking?</p> <p>Answer: Yes</p>
48	Scope of Work document, page 30, section 3.1.2.1.G	<p>“Vendor shall equip member call center rep with transparency tool” – does a DHF with identified lower cost providers meet this requirement?</p> <p>Answer: No, A doctor hospital finder is not a transparency tool and is only a directory of in network providers. The Vendor should have a comprehensive tool to review all providers for cost and quality on an ongoing basis.</p>
49	Scope of Work document, page 30, section 3.1.2.3	<p>Section notes: The Vendor’s website shall be live by October 1, 2021 and include access to: A. Ability to check on the status of Claims; B. Explanation of Benefits (EOBs); C. Order replacement ID cards; D. Print temporary ID cards; E. Claim and appeal forms; Is it acceptable for these types of items to be available for January 1, 2022 since the plan effective date is January 1, 2022?</p> <p>Answer: Yes.</p>
50	Scope of Work document, page 31, section 3.1.3	<p>What are the unique characteristics of your population that may drive member engagement strategies or communication efforts?</p> <p>Answer: The SEHBP is unique in that it consists of only teachers and other school/education employees.</p>
51	Scope of Work document, page 31, section 3.1.3	<p>What are the most used resources for information about benefits within your organization?</p> <p>Answer: Currently, the most highly utilized resource is the Division’s health benefits website. Moving forward, the Division will be pushing more resources to our benefits administration platform vendor.</p>
52	Scope of Work document, page 31, section 3.1.3	<p>What are the different audiences you would communicate benefits with? For example, benefits administrators, management teams, members. What do each of these groups care most about?</p> <p>Answer: The Division currently communicates with many different audiences. Primary audiences are members, stakeholders, union groups, and employer benefits administrators.</p>
53	Scope of Work document, page 31, section 3.1.3.C	<p>Does co-branding and customization of materials include the DPB only or does it also include third-party vendors?</p> <p>Answer: The Vendor {Contractor} must have the ability to co-brand at the State’s request, which could include customization I.E. SEHBP/Vendor {Contractor}. DPB will approve the customization which may include point solution/third party vendors and SEHBP.</p>

#	RFP Section Reference	Question (Bolted) and Answer
54	Scope of Work document, page 33, section 3.1.4.1	<p>Will the State consider adding ‘with cause’ to the requesting new account team requirement?</p> <p>Answer: No, the State does not agree to adding ‘with cause.’</p>
55	Scope of Work document, page 34, section 3.1.6	<p>How are claims for services that the member does not have a choice in providers handled? For example, a member sees a doctor in New Jersey, the doctor takes blood and sends the specimen to a lab outside of New Jersey for testing.</p> <p>Answer: Claims for services where a member does not have choice are expected to be handled according to Federal and State surprise billing legislation, protecting patients from any surprise bills.</p>
56	Scope of Work document, page 34, section 3.1.6	<p>Would the State consider a vendor providing a High-Quality Delivery Network meeting all specifications in the RFP, but only for a subset of New Jersey counties?</p> <p>Answer: Yes.</p>
57	Scope of Work document, page 34, section 3.1.6	<p>Given stated goals around Coordinated/Integrated Care and NJEHP direct primary care programs, would the NJEHP consider a plan that incorporates PCP selection and PCP-coordinated referrals?</p> <p>Answer: A PCP is not required for a member to seek care and a referral shall not be required for a member to seek specialty care.</p>
58	Scope of Work document, page 34, section 3.1.6	<p>Can these requirements be modified?</p> <p>Answer: The State does not agree to modify these requirements.</p>
59	Scope of Work document, page 34, section 3.1.6.C	<p>If a single Integrated Delivery Network(IDN) to serve all areas of New Jersey does not exist, is it acceptable for the Contractor to provide access to multiple IDN’s throughout New Jersey, with possible overlap, to provide access and choice to the members?</p> <p>Answer: Yes, multiple IDNs throughout New Jersey is acceptable to the State.</p>
60	Scope of Work document, page 34, section 3.1.6.C	<p>Will the State allow geographically limiting narrow networks that may not meet access standards for a certain percentage of the eligible population?</p> <p>Answer: Yes.</p>
61	Scope of Work document, page 34, section 3.1.6.D	<p>Will SEHBP secure a separate vendor to administer out-of-network reimbursement based on reference based pricing?</p> <p>Answer: Bidders are strongly encouraged to explore partnership with complimentary vendors and submit a single bid in an effort to provide the most comprehensive bid proposal to the Division.</p> <p>Please note the reference-based pricing vendor support. The State is requesting reimbursement for OON services based on a % of CMS schedule.</p>

#	RFP Section Reference	Question (Bolded) and Answer
		<p>OON services (services provided within NJ but outside of the designated network) must be paid based on a mutually agreed upon schedule based on the appropriate % of CMS.</p> <p>The OOS services (services rendered outside NJ) that are non-emergent/non-urgent will be paid in full by the member. The SEHBP is requesting the awarded vendor to provide a negotiation/legal support team to advocate on the members behalf for reasonable pricing based on the service provided. Services OOS will only be covered at in-network levels if prior authorization is received, or if the service is deemed urgent/emergent.</p>
62	Scope of Work document, page 35, section 3.1.6.J	<p>Does the Contractor’s credentialing process qualifies as a method to determine quality of a provider? If not, would you please provide the criteria to be used?</p> <p>Answer: The Contractor should submit an overview of their credentialing process for the SEHBP to determine if the measurement of quality is acceptable</p>
63	Scope of Work document, page 35, section 3.1.6.L	<p>Regarding referral of Members to out-of-network providers, should this provision be interpreted to mean that Out-of-Network services rendered pursuant to a referral by an in-network provider should be paid at a rate higher than the benefit established for such services under the terms and conditions of the benefit plan?</p> <p>Answer: Members shall not be billed in excess of the in-network charge if the member was not notified in writing that a referral was made to an out-of-network provider.</p>
64	Scope of Work document, page 35, section 3.1.6.M	<p>Most, if not all carriers have arrangements with some network providers that could result in a claim paying more than the billed charges. Would the State consider an exception to this requirement if these providers are fully disclosed prior to effective date?</p> <p>Answer: No</p>
65	Scope of Work document, page 36, section 3.1.6.I	<p>Reference-based pricing models can vary widely. Does the state have minimum expectations that must be met regarding:</p> <ul style="list-style-type: none"> - Member engagement on balance bills, or other post claim efforts by providers to collect more than initially allowed. - Member support for pre care access challenges for out of network claims and out of state claims - Auditing out of network and out of state claims prior to repricing claims with reference based pricing - Defending claims audited and repriced - Digital and telephonic access to quality, cost and provider behavior related to reference based pricing - Length of ongoing support for members receiving balance bills <p>Answer: Yes, the SEHBP expects the Reference Based Pricing vendor partner to be able to support the functions listed within the question in addition to helping members deal with balance billing and claim charges to help reduce or eliminate unnecessary member expenses.</p>

#	RFP Section Reference	Question (Bolded) and Answer
		The awarded vendor should be prepared to fully support all members that receive OON and OOS services to ensure they are charged reasonable and customary amounts.
66	Scope of Work document, page 36, section 3.1.6.1	<p>What percentage of claims and what percentage of dollars (OON and Out of State) does the plan anticipate being repriced using RBP?</p> <p>Answer: The SEHBP cannot predict the future OOS and OON claims for the GSTHP.</p>
67	Scope of Work document, page 36, section 3.1.6.1	<p>Confirm that SEHBP will allow the Contractor to use a third party vendor to facilitate out-or-network reimbursement based on reference based pricing as referenced in section. What services/codes will be subject to reference based pricing?</p> <p>Answer: Bidders are strongly encouraged to explore partnership with complimentary vendors and submit a single bid in an effort to provide the most comprehensive bid proposal to the Division.</p> <p>Please note the reference-based pricing vendor support. The State is requesting reimbursement for OON services based on a % of CMS schedule.</p> <p>OON services (services provided within NJ but outside of the designated network) must be paid based on a mutually agreed upon schedule based on the appropriate % of CMS.</p> <p>The OOS services (services rendered outside NJ) that are non-emergent/non-urgent will be paid in full by the member. The SEHBP is requesting the awarded vendor to provide a negotiation/legal support team to advocate on the members behalf for reasonable pricing based on the service provided. Services OOS will only be covered at in-network levels if prior authorization is received, or if the service is deemed urgent/emergent.</p>
68	Scope of Work document, page 36, section 3.1.6.1	<p>What minimum reporting does the state expect regarding the performance of the reference based pricing program?</p> <p>Answer: The SEHBP expects the awarded vendor to provide sample reporting that details the support provided to members, along with savings tied to member support. Bidder should provide sample reporting for the SEHBP to consider.</p>
69	Scope of Work document, page 36, section 3.1.6.1	<p>Will the state choose a reference based pricing program separately from this request for proposals?</p> <p>Answer: Bidders are strongly encouraged to explore partnership with complimentary vendors and submit a single bid in an effort to provide the most comprehensive bid proposal to the Division.</p>
70	Scope of Work document, page 36, section 3.1.6.1	<p>Does the State anticipate the need for both on-site and virtual member education sessions specifically related to reference-based pricing?</p> <p>Answer: Yes.</p>
71	Scope of Work document, page 36, section 3.1.6.1	<p>What has been the most successful communication modality for the population targeted for this plan?</p>

#	RFP Section Reference	Question (Bolded) and Answer
		<p>Answer: Direct-to-member physical mailers and emails, as well as communications distributed to employer/HR groups.</p>
72	<p>Scope of Work document, page 36, section 3.1.7</p>	<p>Would the NJEHP consider a vendor for only certain NJ counties/ geographies?</p> <p>Answer: Yes, the State will consider a vendor for only certain NJ counties/geographies. However, it is strongly encouraged to provide a network vast enough for the majority of SEHBP members to have sufficient access within New Jersey.</p>
73	<p>Scope of Work document, page 36, section 3.1.7.C</p>	<p>Can we use other than GeoNetworks software and access standards that adhere to standards set forth by the State of NJ DOBI?</p> <p>Answer: No. The SEHBP requires access analysis based on the standards set forth in Section 3.1.7.C.</p>
74	<p>Scope of Work document, page 40, section 3.1.7.5</p>	<p>Does 3.1.7.5 apply to Non-Participating and Out-of-State hospitals? If so, does the plan specifically exclude coverage for such services?</p> <p>Answer: No, Non-Participating and Out-of-State hospitals are not contracted with the vendor under the GSTHP.</p>
75	<p>Scope of Work document, page 40, section 3.1.8.A</p>	<p>Does existing Horizon Member Portal or SHBP microsite fulfill requirement for the “single web portal” defined in this section?</p> <p>Answer: Vendor should be prepared to offer a standalone portal for the GSTHP as reliance on any existing microsites or portals through current vendors is not sufficient. There may be existing portals that the Division will request integration capabilities.</p>
76	<p>Scope of Work document, page 40, section 3.1.8.C</p>	<p>“Integrated customer service with a single point of contact” – is this meant to be an integrated service and care management concierge capability?</p> <p>Answer: Yes.</p>
77	<p>Scope of Work document, page 41, section 3.1.8.2</p>	<p>The questions in this section are tied to a member-facing tool, would it be acceptable to include the focus of cost and quality efforts focus beyond just member-facing tools?</p> <p>Answer: Yes.</p>
78	<p>Scope of Work document, page 41, section 3.1.8.3</p>	<p>What does the term “if offered” mean?</p> <p>Answer: “If offered” should be removed from Section 3.1.8.3. Utilization management is a requirement.</p>
79	<p>Scope of Work document, page 42, section 3.1.8.4</p>	<p>Are COEs and DPC for specific services such as substance abuse required to be in-state only?</p> <p>Answer: Yes.</p>
80	<p>Scope of Work document, page 42, section 3.1.8.4</p>	<p>Section notes provision of Centers of Excellence. Is it acceptable to have these COEs located outside the out-of-state?</p> <p>Answer: No.</p>

#	RFP Section Reference	Question (Bolted) and Answer
81	Scope of Work document, page 43, section 3.1.8.5	<p>Do we coordinate with the current medical vendor on NJWell incentives\redemptions?</p> <p>Answer: Yes, Vendor {Contractor} is expected to coordinate with the current medical vendor for the NJWELL program.</p>
82	Scope of Work document, page 43, section 3.1.8.5	<p>Is the expectation that the Garden State Health Program is going to be a separate Wellness program from the Current NJWELL Program or will the group be added to the NJWELL Wellness program in 2022?</p> <p>Answer: The group will be added to the current NJWELL program.</p>
83	Scope of Work document, page 43, section 3.1.8.5	<p>Does the current vendor send out the reward for the all GSHP members?</p> <p>Answer: The GSTHP is not currently offered. The NJWELL program will still be available for GSTHP members through Horizon.</p>
84	Scope of Work document, page 43, section 3.1.9.1.B	<p>Why the reference to a High deductible plan? Today SEHBP does not have a high deductible plan.</p> <p>Answer: Please disregard reference to High Deductible Plan</p>
85	Scope of Work document, page 43, section 3.1.9.1.D	<p>Please clarify this section. Would members of groups that elected Prescription within the Medical Plan, have similar prescription benefit as NJ Educators Health Plan that uses flat prescription copays?</p> <p>Answer: Yes.</p>
86	Scope of Work document, page 44, section 3.1.10	<p>Please outline in detail any current and future Point Solution Vendors that bidder's will need to interface with.</p> <p>Answer: The SEHBP is always evaluating solutions to best serve their members. The awarded vendor should be able to work with, but is not limited to, the following vendors: Hinge Health, Amino, Naturally Slim, Livongo.</p>
87	Scope of Work document, page 44, section 3.1.10	<p>Please provide a list of current Point Solution vendors.</p> <p>Answer: The SEHBP is always evaluating solutions to best serve their members. The awarded vendor should be able to work with, but is not limited to, the following vendors: Hinge Health, Amino, Naturally Slim, Livongo.</p>
88	Scope of Work document, page 44, section 3.1.10	<p>Provide the listing of all the Point Solution vendors that are in scope for SEHBP?</p> <p>Answer: The SEHBP is always evaluating solutions to best serve their members. The awarded vendor should be able to work with, but is not limited to, the following vendors: Hinge Health, Amino, Naturally Slim, Livongo.</p>
89	Scope of Work document, page 44, section 3.1.11	<p>Will it be acceptable for a GARDEN STATE HEALTH PLAN enrolled member located outside of NJ to utilize an in-network Telemedicine provider at in-network level of benefits?</p> <p>Answer: Yes.</p>

#	RFP Section Reference	Question (Bolded) and Answer
90	Scope of Work document, page 44, section 3.1.12	<p>Are you willing to accept that bidder would agree to be responsible for any fines related to HIPAA non-compliance caused solely by our actions?</p> <p>Answer: Yes</p>
91	Scope of Work document, page 44, section 3.1.12.F	<p>Need clarity around the ‘fines related to non-compliance’ – if this in the HIPAA section does it solely relate to non-compliance with HIPAA and state privacy laws?</p> <p>Answer: Yes.</p>
92	Scope of Work document, page 45, section 3.1.14	<p>Please confirm the open enrollment period.</p> <p>Answer: Generally, the SEHBP holds Open Enrollment for October, but the Division reserves the right to request special OE periods.</p>
93	Scope of Work document, page 45, section 3.1.14	<p>When is your open enrollment? How do members enroll for benefits? Do they hold open enrollment meetings/health fairs/presentations/OE platform?</p> <p>Answer: Generally, the SEHBP holds Open Enrollment for October, but the Division reserves the right to request special OE periods. The SEHBP holds open enrollment meetings, health fairs, vendor presentations and expect the awarded vendor to support all meeting types in-person/virtual.</p> <p>The SEHBP intends to enroll all members electronically, with paper exceptions as necessary.</p>
94	Scope of Work document, page 45, section 3.1.15	<p>Please confirm the current number of totally disabled members and aggregate annual claims spend who would require coverage under the requirements of 3.1.15</p> <p>Answer: The intent of this section is to provide benefits at “no cost” to the Members and will require the awarded vendor’s support in providing the network for members to access.</p>
95	Scope of Work document, page 45, section 3.1.15	<p>Does the extended health benefits coverage apply to the Overaged Handicapped dependents, as currently defined, and</p> <p>a) Whose medical diagnosis has them designated as permanently disabled for OAH recertification purposes , or</p> <p>b) who are enrolled into Medicare Parts A & B as a result of disability, and by definition, are considered as permanently disabled, and, as such, cannot engage in any substantial gainful activity because of a physical or mental condition?</p> <p>Answer: Yes.</p>
96	Scope of Work document, page 47, section 3.1.17	<p>What time will the file(s) be sent by the State to the vendor?</p> <p>Answer: See section 3.1.17 for more detail regarding file delivery requirements.</p>

#	RFP Section Reference	Question (Bolted) and Answer
97	Scope of Work document, page 51-52, section 3.1.19	<p>Are you willing to negotiate on your parameters around external claims audits? For example, would you accept that we would agree to an annual claims audit by a mutually agreeable entity based on a statistically valid random sample and that all audits will be limited to information relating to the previous eighteen months?</p> <p>Answer: Yes.</p>
98	Scope of Work document, page 51-52, section 3.1.19	<p>Are you willing to accept the SSAE18 Type II report in lieu of the SSAE 16?</p> <p>Answer: No, the State does not accept the proposed modification.</p>
99	Scope of Work document, page 52, section 3.1.19.C	<p>Explain what is meant by "correct allocation of Claims according to SEHBP experience groups"? Definition of SEHBP experience groups?</p> <p>Answer: SEHBP experience groups are allocated by Active and Early Retirees.</p>
100	Scope of Work document, page 52-53, section 3.1.20	<p>Are you willing to accept that we retain ownership rights in certain data elements deemed proprietary by our organization, as well as ownership of certain records after a claim has been adjudicated using our proprietary software and data?</p> <p>Answer: No, subject to applicable law, Claim Records shall at all times be the property of the Programs.</p>
101	Scope of Work document, page 52-53, section 3.1.20	<p>Are you willing to accept that you would be responsible for litigation expenses we incur due to litigation brought against us or the Plan?</p> <p>Answer: No, all legal rights and remedies are included in the Bid Solicitation, including New Jersey Standard Terms and Conditions. The Vendor {Contractor} is expected to defend, at its own expense, litigation arising from or relate to their actions or inactions, under this Blanket P.O.</p>
102	Scope of Work document, page 57, section 3.1.24	<p>The inpatient, outpatient and professional metrics do not relate to a vendor's ability to control unit cost. Multiple variables impact each of these measurements and the adjustments outlined in the methodology do not do enough to normalize for utilization mix, geographic mix and other factors. Would the State be amenable to alternative proposals?</p> <p>Answer: No, The State does not agree with alternate proposals. Steerage to high value/low cost providers is one of the fundamental missions of the Garden State Health Plan, and the success of the plan will be dependent on a Vendor {Contractor}'s ability to provide guarantees consistent with control of unit cost. The plan will be measured based on the criteria outlined in 3.1.24 and vendor/bidders are expected provide guarantees based on the criteria outlined in this section.</p>
ADMINISTRATIVE REQUIREMENTS DOCUMENT		
103	Admin-Requirements Document, page 5, section 1.1	<p>Will finalists be selected for an in person or virtual discussion?</p> <p>Answer: Yes, as time permits.</p>
104	Admin-Requirements-Document, page 7, section 1.1.3	<p>Are all of these members enrolled in one of the Direct 10, Direct 15, or NJ Educators Health Plan and will remain in their respective plan without an active election to move into the newly created Garden NJEHP Plan?</p>

#	RFP Section Reference	Question (Bolded) and Answer
		Answer: Member movement to the GSTHP will be optional. Members will need to actively select the GSTHP when it becomes available.
105	Admin-Requirements-Document, page 7, section 1.1.3	<p>The GSHP is very similar to the NJEHP; what approaches are being considered to engage participants to understand and select this new option (contributions, communications, other)?</p> <p>Answer: Multiple strategies will be utilized to enhance understanding and engagement in the new plan, including different contribution rates and targeted communications.</p>
106	Admin-Requirements-Document, page 7, section 1.1.3	<p>Does the SEHBP have any existing parameters around specific providers to be included/excluded in the network or is the focus on network composition to meet the stated goals</p> <p>Answer: Yes, network requirements for the GSTHP can be found in section 3.1.6 of the Scope of Work/Technical Capabilities Document.</p>
107	GSTHP-RFP-Admin-Requirements-Document, page 8, section 1.2.4	<p>Can the redacted copy of the quote/rfp be provided on a USB Drive?</p> <p>Answer: Yes, network requirements for the GSTHP can be found in section 3.1.6 of the Scope of Work/Technical Capabilities Document.</p>
108	Admin-Requirements-Document, page 27, section 3.0	<p>Can we get some insight into scope, level of detail, etc.?</p> <p>Answer: This question is overly broad. Requirements regarding the security plan and standards can be found in Section 3.0 of the Administrative Requirements Document.</p>
109	Admin-Requirements-Document, page 27, section 3.1	<p>Does this need to be submit with the RFP response or 30 days after August 25th?</p> <p>Answer: The Security Plan must be submitted no more than 30 days following the award of this contract.</p>
110	Admin-Requirements-Document, page 31, section 3.1.8	<p>Need clarification on this requirement. It seems that there are scenarios where data would be displayed or printed unmasked and this would be handled under minimum necessary and other data protection policies. Can we confirm that this only apply to situations where data was being presented outside of those with need to know?</p> <p>Answer: This applies when data is accessible or viewable in a public area to individuals that do not have a need to know. If information is viewable on screen to “passer-byer’s” data must be masked from view. If information is printed to a central printer where individuals who do not have “ need to know”, data must be masked.</p>
111	Admin-Requirements-Document, page 40, section 4.1	<p>Under the “should have” but not required attachments on the checklist, we cannot open the link for the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions. Can you provide a new link?</p> <p>Answer: Updated link provided below. https://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf</p>
112	Admin-Requirements-Document, page 40 - 41, section 4.1-4.3	<p>As an organization, we are committed to protecting the environment. Can bidders provide large documents (over 100 pages) on CD/flash drive versus printed copy?</p> <p>Answer: No, all bid submissions must include at least one hard copy of their Quote with original, physical signature of all forms with the exception of Volume 3. Additional copies may be provided electronically.</p>
113	Admin-Requirements-Document, page 41, section 4.3 B	<p>Can you confirm no hard copy of Volume 3 (State Supplied Pricing Sheet) is required?</p> <p>Answer: Confirmed.</p>

#	RFP Section Reference	Question (Bolded) and Answer
114	Admin-Requirements-Document, page 43, section 4.4.1.1.3	<p>Can you send us a new link for the Ethics Guide? We cannot open the link provided.</p> <p>Answer: Updated link provided below. https://www.nj.gov/treasury/purchase/pdf/BusinessEthicsGuide.pdf</p>
115	Admin-Requirements-Document, page 50, section 4.4.4.5	<p>We have significant experience with DPC and IDNs, but we would be constructing a custom IDN solution to meet the needs of the GSTHP for SEHBP. Given this customization, is the bidder required to meet the experience requirement of having 3 employers with 20,000 employees enrolled in the IDNs?</p> <p>Answer: The Bidder should be able to meet the experience requirements.</p>
116	Admin-Requirements-Document, page 52, section 4.4.5.1	<p>Section notes that “Benefit Plans shall be offered on a New Jersey only basis.” Will the GARDEN STATE HEALTH PLAN only be offered to employees and early retirees with zip codes in NJ. Or will it also be offered to employees and early retirees within the PA, NY, and DE zip codes noted in Attachment A?</p> <p>Answer: All SEHBP members will be eligible for the GSTHP. However, only providers located within NJ zip codes are to be considered In-Network.</p>
117	Admin-Requirements-Document, page 52, section 4.4.5.1	<p>If there is a change of address into or out of one of these zip codes will it trigger a Life Event? Will a change of address within the state allow for a change of plan (into or out of GARDEN STATE HEALTH PLAN)?</p> <p>Answer: No. A change of address will not be considered a life event nor will the State allow for a change in plan due to an address change.</p>
118	Admin-Requirements-Document, page 54-55, section 5.7	<p>We provide most of our core services directly through our family of companies. This enables us to offer affordable solutions through integrated data elements and systems, streamlined implementations and unified account management support. While the majority of services are performed in-house or through sister companies, there are times we partner with external vendors for certain services. In these cases, we will remain fully responsible for these services and for the performance of these vendors or subcontractors. We hold our vendors and subcontractors to the same standards and requirements that we accept under our agreement with the State. In addition, due to the fact that our subcontractors support our book of business in our multi-tenant environment we are unable to provide approval rights to our customers. Is this acceptable?</p> <p>Answer: No, the State does not agree to the proposed modification.</p>
119	Admin-Requirements-Document, page 53, section 5.14	<p>As this is not a quote for delivery of goods, are you willing to agree that liquidated damages are not applicable to this professional services agreement and that we would not be responsible for the payment of any liquidated damages?</p> <p>Answer: No, the State does not agree to the proposed modification.</p>
120	Admin-Requirements-Document, page 53, section 5.14	<p>Would the State be willing to modify the Liquidated Damages section and allow bidders to propose alternative penalties and/or performance guarantees, since this would be a new plan?</p> <p>Answer: No, the State does not agree to the proposed modification.</p>

#	RFP Section Reference	Question (Bolded) and Answer
121	Admin-Requirements-Document, page 55, section 5.8 A	<p>Are you willing to agree that we maintain ownership rights of certain data elements deemed proprietary by our organization as well as ownership of certain records after a claim has been adjudicated using our proprietary software and data (our Background IP); and that our service deliverables within this Quote do not contemplate the transfer of any of our proprietary software or data, or intellectual property rights?</p> <p>Answer: Ownership of Intellectual Property Rights is outlined in section 5.8, subsections B and C. The State does not agree to any proposed modification of these terms.</p>
122	Admin-Requirements-Document, page 55, section 5.8 A	<p>Are you willing to concede that paragraph C related to software deliverables is not within the scope of this Quote?</p> <p>Answer: Please see response to question #121.</p>
123	Admin-Requirements-Document, page 55, section 5.8 A	<p>FURTHER DISCUSSION REQUESTED: Bidder's assumption is that the data identified in this Section 5.8 is exclusive of Bidder Data. Bidder Data includes the proprietary or confidential information of Bidder that relates to Bidder's operation, development and creation of the Services, including without limitation internal processes and engagement models, user encounter summaries and related analysis, contextual science and influence methodologies, health risk scoring and analysis, machine learning techniques, operational recommendation engines and algorithms, and other insights, analytics, data created by Bidder from personal data or other processed data received as part of the Services, and which may be aggregated, de-identified, and/or anonymized.</p> <p>Answer: This is not a question. Clarification or revision to the RFP must be made via submission of electronic questions during the Electronic Question and Answer period. Approved clarifications or revisions to the RFP are then documented in an Amendment and become part of the Blanket P.O. See the Administrative Requirements Document Sections 1.1.1 Electronic Question and Answer Period and 1.2.1 Bid Amendments: Revisions to This RFP.</p>
124	Admin-Requirements-Document, page 56, section 5.9 – 5.9.1	<p>Are you willing to agree that we would be liable per the negotiated indemnification standard in the contract, to the extent any such breach in confidentiality is caused solely by our actions.</p> <p>Answer: No, the State does not agree to the proposed modification.</p>
125	Admin-Requirements-Document, page 56, section 5.9 – 5.9.1	<p>Are you willing to agree that our staff and subcontractors would not separately sign NDA/confidentiality agreements as we are responsible for our staff and for subcontractor performance to the same extent that we would be had we performed the services?</p> <p>Answer: No, the State does not agree to the proposed modification.</p>
126	Admin-Requirements-Document, page 56, section 5.9 – 5.9.1	<p>As our staff is extensively trained on data confidentiality, are you willing to agree that our staff would not be required to complete annual state security training?</p> <p>Answer: No, the State does not agree to the proposed modification.</p>
127	Admin-Requirements-Document, page 56, section 5.9 – 5.9.1	<p>As we conduct our own extensive background checks, are you willing to waive your background check requirements?</p> <p>Answer: No, the State does not agree to the proposed modification.</p>
128	Admin-Requirements-Document, page 58, section 5.9.2	<p>The links are not working, can we receive copies of the documents?</p> <p>Answer: Updated links have been provided below.</p>

#	RFP Section Reference	Question (Bolded) and Answer
		https://nj.gov/it/docs/ps/08-04-NJOIT-130_Asset_Classification_Control_Policy.pdf https://www.nj.gov/it/docs/ps/09-10-P1-NJOIT_152-00-01-NJOIT%20Information_Disposal_Media_Sanitization_Procedure.pdf
CD EXHIBITS & ATTACHMENTS		
129	GSTHP Attachment A – Network Access	<p>Can you confirm in the Attachment A Network Access Workgroup, that the “contracts” we need to base the analysis on would be employees (rather than member)?</p> <p><i>Answer: Yes.</i></p>
130	GSTHP Attachment A – Network Access	<p>Zip codes for sections of PA, NY and DE are in Attachment A. Please confirm that network providers in counties contiguous to NJ are to be considered In-Network.</p> <p><i>Answer: No, only NJ zip codes are to be considered In-Network.</i></p>
131	GSTHP Attachment A – Network Access/ Attachment C - Questionnaire	<p>Although the RFP specifies that the Garden State Health Plan benefits are only applicable within the state of NJ and out-of-state coverage will be the 100% responsibility of the covered person and potentially subject to reference based pricing (with the exception of emergency or select pre-approved out-of-state care), the Network Access spreadsheet includes PA, DE, and NY zips. And the questionnaire (#144) asks us to confirm a three-tiered approach that includes out-of-state benefits for non-emergency and non-urgent services, which seems to contradict the technical scope of work requirements. Can you please provide additional clarity on the out-of-state coverage expected?</p> <p><i>Answer: Out of state coverage of services is limited to emergent and urgent basis pursuant to N.J.A.C.11:24-5.3.</i></p>
132	Attachment B – Discount Workbook	<p>Will the State be willing to sign an NDA if required for release of this discount data?</p> <p><i>Answer: No – the State will not sign an NDA for release of the discount data. The State encourages any vendor submitting sensitive information to mark such data as Proprietary & Confidential.</i></p>
133	Attachment B – Discount Workbook	<p>Zip codes for sections of PA, NY and DE are in Attachment B. Please confirm that network providers in counties contiguous to NJ are to be considered In-Network.</p> <p><i>Answer: No, only NJ zip codes are to be considered In-Network.</i></p>
134	GSTHP Attachment C – Questionnaire	<p>How does the SEHBP define member engagement within their current plan?</p> <p><i>Answer: The SEHBP views member engagement as the ongoing interaction between members and the Vendor and the Vendor’s Network Providers that is designed to create value by working to improve health, reduces costs, and enhance the member experience.</i></p>
135	GSTHP Attachment C – Questionnaire	<p>Refers to in-network benefits only with NJ specific providers/facilities. Please confirm that providers located in the zip codes located outside of NJ (noted in Attachments A and B in PA, NY, and DE) are also considered in-network.</p> <p><i>Answer: No, only NJ zip codes are to be considered In-Network.</i></p>
136	GSTHP Attachment C – Questionnaire	<p>Refers to out-of-state benefits for non-emergency and non-urgent services rendered outside of NJ. The Plan Design Exhibit (Exhibit 7) states that there are</p>

#	RFP Section Reference	Question (Bolted) and Answer
		<p>no benefits for this category. Please confirm that there are no benefits for this category.</p> <p>Answer: Out of state coverage of services is limited to emergent and urgent basis pursuant to N.J.A.C.11:24-5.3.</p>
137	GSTHP Attachment D – Performance Standards and Damages	<p>Performance Standards & Damages: In the Performance Guarantees document, the total percentages in the spreadsheet add up to 29% not 30%. How would you like to allocate the percentages?</p> <p>Answer: The Network Access – Network Management Section 3.1.6 Performance Guarantee should have a Minimum Percentage of Fees at Risk of 3.0%.</p>
138	GSTHP Attachment D – Performance Standards and Damages	<p>Are the Performance Standards to be separately calculated for GSTHP apart from other plans?</p> <p>Answer: Yes.</p>
139	GSTHP Attachment E – Price Sheet	<p>The credits seem to out of proportion given the enrollment/revenue opportunity. Would the State consider making the credits section a percentage of revenue rather than a fixed dollar amount</p> <p>Answer: No.</p>
140	GSTHP Attachment E – Price Sheet	<p>We do not believe the proposed inpatient, outpatient and professional metrics appropriately relate to a vendor’s ability to control unit cost. Multiple variables impact each of these measurements and the adjustments outlined in the methodology are insufficient, in our view, to normalize for utilization mix, geographic mix and other factors. Would the State be amenable to alternative proposals?</p> <p>Answer: No, The State does not agree with alternate proposals. Steerage to high value/low cost providers is one of the fundamental missions of the Garden State Health Plan, and the success of the plan will be dependent on a Vendor {Contractor}’s ability to provide guarantees consistent with control of unit cost. The plan will be measured based on the criteria outlined in 3.1.24 and vendor/bidders are expected provide guarantees based on the criteria outlined in this section.</p>
141	GSTHP Attachment E – Price Sheet	<p>Will the State consider the impact of the following in their ultimate measurement?</p> <ul style="list-style-type: none"> • IP Outlier claims for specific DRG/HalfMDC/ZIP locations • Changes in provider mix within a specific zip code. • Using Provider billed charges for OP discount measure that the carrier cannot control • Inclusions of case rates or services that match on CPT code but do not represent the same service as the standard CPT code/Unit billing <p>Answer: The plan will be measured based on the criteria outlined in 3.1.24 and vendor/bidders are expected provide guarantees based on the criteria outlined in this section. Description of the guarantee metrics measurement is outlined within the instructions for Attachment E, Price Sheet tab titled Financial Guarantee.</p>
142	GSTHP Attachment E – Price Sheet	<p>Will the State provide 100% transparent formula with all variables (e.g. weighting) prior to the effective date of the contract for how measurement will be</p>

#	RFP Section Reference	Question (Bolded) and Answer
		<p>done? Otherwise, how can a vendor know how their network management decisions will impact the outcome.</p> <p>Answer: The plan will be measured based on the criteria outlined in 3.1.24 and vendor/bidders are expected provide guarantees based on the criteria outlined in this section.</p>
143	GSTHP Exhibit 2 & 3	<p>The census documents were provided as text. Can you provide this information in Excel? Can you provide a key to identify Gender, Subscriber coverage, date of birth and zip code. If you are providing a full member file, please identify the subscriber vs dependent.</p> <p>Answer: The census data provided on the CD is contained in a flat file in .TXT format which does not contain headers. This will be the only format that such data will be distributed. Due to the size of the files, Vendors {Bidders} should be certain that they are utilizing a program with sufficient capability to view the enclosed information. The data on these files should be mapped by using the layout as described on the "Layout" tab of Exhibit 1 – Audit Layout. Certain data within the census files have been masked to protect individual member information that is not pertinent to this Bid Solicitation (eg. SSN, last name, first name, etc.). Masked data can appear in the census files as a repeating character.</p>
144	GSTHP Exhibit 2 & 3	<p>We are unable to extract any usable census data from either the GSTHP Exhibit 2 - Active Census File or GSTHP Exhibit 3 - EarlyRetiree Census File. Could you reissue the file in excel and include at least zip code, plan tier, date of birth, gender and current plan.</p> <p>Answer: The census data provided on the CD is contained in a flat file in .TXT format which does not contain headers. This will be the only format that such data will be distributed. Due to the size of the files, Vendors {Bidders} should be certain that they are utilizing a program with sufficient capability to view the enclosed information. The data on these files should be mapped by using the layout as described on the "Layout" tab of Exhibit 1 – Audit Layout. Certain data within the census files have been masked to protect individual member information that is not pertinent to this Bid Solicitation (eg. SSN, last name, first name, etc.). Masked data can appear in the census files as a repeating character.</p>
145	GSTHP Exhibit 2 & 3	<p>What is the anticipated annual enrollment for the Garden State Health Plan?</p> <p>Answer: All SEHBP Actives and Early Retirees are eligible to enroll in the GSTHP but not required. As such, future enrollment in this plan option is unknown. Tiered pricing based on enrollment will not be accepted.</p>
146	GSTHP Exhibit 2 & 3	<p>How many new employees on average are added annually?</p> <p>Answer: The SEHBP had approximately 5,000 new enrollees during Plan Year 2020.</p>
147	GSTHP Exhibit 7	<p>Can the plan/benefit design be customized or suggested?</p> <p>Answer: No.</p>
148	GSTHP Exhibit 7	<p>Prescription: Would members of groups that elected Prescription within the Medical Plan, have similar prescription benefit as NJ Educators Health Plan (that uses flat prescription copays)?</p>

#	RFP Section Reference	Question (Bolded) and Answer
		Answer: Yes.
149	GSTHP Exhibit 7	In-network 10% coinsurance: May it be assumed that the services that fall into this category mirrors the NJ Educators Health Plan? Answer: Yes.
150	GSTHP Exhibit 7	Are all existing benefit plans effective January 1? Answer: Yes.
151	GSTHP Exhibit 7	Can you confirm that the pharmacy plan shown in Exhibit 7- Benefit Plan Design would continue to be administered by the incumbent pharmacy administrator, and not by the vendor awarded the Garden State Health Plan? Answer: Yes.
EXCEPTIONS TO STATE STANDARD TERMS & CONDITIONS		
152	Exceptions to the Standard Terms and Conditions, page 81, section 4.1	Are you willing to negotiate a mutually agreeable indemnification provision enforceable upon our material breach of the agreement? Answer: No, the State does not agree to the proposed modification.
153	Exceptions to the Standard Terms and Conditions, page 82, section 4.1 A	OBJECTION w/EXPLANATION: Vendor {Bidder} seeks a narrow indemnity from all of its customers for claims that may be brought by its customer's employees or health plan members arising from violations of law, particularly ERISA or other labor laws, by its customers in fulfilling their obligations as fiduciaries and employers. For example, we would include indemnity language that would apply to a claim brought by a member arising from a claim denial by the customer acting on behalf of its health plan as fiduciary, where Vendor {Bidder} was sued alongside the customer and had no fault. Answer: No, the State does not agree to the proposed modification.
154	Exceptions to the Standard Terms and Conditions, page 83, section 5.3	OBJECTION WITH EXPLANATION – Vendor {Bidder} would request at least 180 days before the expiration of the term to be notified of the intention to extend or terminate. The rationale for the lead time is due to (1) the fact that we need to staff specifically for our customers' engagement volumes and require time to transition health assistants and nurses to other customer, and (2) because typically in advance of such a termination time is required to smoothly transition the service to another service providers and avoid interruptions negatively impacting members. Answer: No, the State does not agree to the proposed modification.
155	Exceptions to the Standard Terms and Conditions, page 83, section 5.4	OBJECTION WITH EXPLANATION: Vendor {Bidder} would request that any change to the scope of work be discussed reasonably far enough in advance of the change to allow the parties to form a high level plan regarding: (i) the scope of the reduction, (ii) the estimated resources required to implement the change, (iii) an approximate cost for such change, if applicable, and (iv) a proposed timeline for completion of such reduction. Based on the high level plan, then the parties would develop a change order that sets forth the respective obligations of the parties with respect to implementing the change. Vendor {Bidder} would request that all costs associated with such change request would be mutually negotiated and agreed upon and documented in a change order.

#	RFP Section Reference	Question (Bolted) and Answer
		Answer: No, the State does not agree to the proposed modification.
156	Exceptions to the Standard Terms and Conditions, page 84, section 5.5	<p>FURTHER EXPLANATION – Vendor {Bidder} would request that the State provide reasonable notice of any change in law that would impact this contract. Further, Vendor {Bidder} would request that if there is any change in law that solely affects the State, then the State shall pay Vendor {Bidder} for the fees associated with such amendment to the contract.</p> <p>Answer: No, the State does not agree to the proposed modification.</p>
157	Exceptions to the Standard Terms and Conditions, page 84, section 5.6	<p>OBJECTION WITH EXPLANATION – Vendor {Bidder} requests further information about the circumstances in which a suspension of work would take place. As explained below regarding termination for convenience, Vendor’s {Bidder’s} model requires a significant level of staff to support its members and would request that a right to terminate or suspend services not be triggered until after the initial term.</p> <p>Answer: No, the State does not agree to the proposed modification.</p>
158	Exceptions to the Standard Terms and Conditions, page 84, section 5.7	<p>OBJECTION WITH EXPLANATION – Vendor {Bidder} requests that the right to terminate for convenience would not be triggered until after the initial term. Vendor’s {Bidder’s} model provides a technology enabled service that requires a significant level of staff to support the customer’s members. This staff includes transfers, hiring and training of health assistants, nurses, doctors, pharmacist etc. For this reason we request an initial term of multiple years without a right to terminate for convenience during this initial term. Our fee proposal is based on this initial term. While we understand the need to have flexibility with a termination for convenience clause, we believe that this flexibility can be provided within other clauses within the agreement including: (1) Performance Guarantees – If Vendor {Bidder} does not meet the PG’s defined within the agreement, our fees are reduced; and (2) Breach – If Vendor {Bidder} fails to deliver the services described, customer can claim breach and terminate the contract.</p> <p>Answer: No, the State does not agree to the proposed modification.</p>
159	Exceptions to the Standard Terms and Conditions, page 85, section 5.8	<p>We provide most of our core services directly through our family of companies. This enables us to offer affordable solutions through integrated data elements and systems, streamlined implementations and unified account management support. While the majority of services are performed in-house or through sister companies, there are times we partner with external vendors for certain services. In these cases, we will remain fully responsible for these services and for the performance of these vendors or subcontractors. We hold our vendors and subcontractors to the same standards and requirements that we accept under our agreement with the State. In addition, due to the fact that our subcontractors support our book of business in our multi-tenant environment we are unable to provide approval rights to our customers. Are you willing to agree that we are not required to seek approval when adding or changing subcontractors?</p> <p>Answer: No, the State does not agree to the proposed modification.</p>
160	Exceptions to the Standard Terms and Conditions, page 85, section 5.8 (A)	<p>FURTHER EXPLANATION – Vendor {Bidder} would request that approval of subcontractors would not be unreasonably withheld. Further, Vendor {Bidder} can provide a list of subcontractors in advance to the State and incorporate them into the contract for approval.</p> <p>Answer: No, the State does not agree to the proposed modification.</p>

#	RFP Section Reference	Question (Bolted) and Answer
161	Exceptions to the Standard Terms and Conditions, page 85, section 5.8 (B)	<p>OBJECTION WITH EXPLANATION – Vendor {Bidder} objects to a blanket prohibition on its right to assign this agreement to a successor, as it unduly restricts Vendor’s {Bidder’s} ability to manage its corporate activities as a privately held company. However, Vendor {Bidder} recognizes its customers’ desire to ensure that the service will not suffer, that any acquirer assumes all obligations, and is not an entity with which the State has a material business or legal objection. We have been able to reach common ground on this point with all of our customers.</p> <p>Answer: No, the State does not agree to the proposed modification.</p>
162	Exceptions to the Standard Terms and Conditions, page 86, section 5.11	<p>FURTHER EXPLANATION – Please note that this section is generally inapplicable to the services provided by Vendor {Bidder} and Vendor {Bidder} would request that it be stricken from the terms.</p> <p>Answer: The State will not agree to the proposed modification. Many sections of the Bid Solicitation are required to be in all State Blanket P.O.s pursuant to applicable State law, and therefore cannot be stricken. Also, while they may not apply to the current scope of work, the scope of work may change by a Change Order, and such change may trigger additional clauses which may not be currently relevant.</p>
163	Exceptions to the Standard Terms and Conditions, page 87, section 6.1	<p>OBJECTION WITH EXPLANATION – Vendor {Bidder} would request to add language to this section to clarify that nothing herein precludes price increases that may be negotiated in connection with the renewal of the contract; provided, that such price increases may not exceed a certain percentage of the rates then in effect.</p> <p>Answer: No, the State does not agree to the proposed modification.</p>
164	Exceptions to the Standard Terms and Conditions, page 89, section 6.6	<p>FURTHER EXPLANATION – Vendor {Bidder} would request that the State use reasonable efforts to advise or inform Vendor {Bidder} that funds have not been appropriated. Further, Vendor {Bidder} would request that in the event of termination, Vendor {Bidder} would be paid for the services performed prior to the service termination date, together with any reimbursable expenses due.</p> <p>Answer: No, the State does not agree to the proposed modification.</p>