

Questions and Answers (amended)

RFP # 2025-002 (FR)

#	Section #	Page #	Questions	Answers
1	2.3.4	10	What are the file size limitations for the secure site?	There are no file size limitations.
2	2.3.5	10	Will the Executive Director send the written Notice of Intent to Award by postal mail or email?	Both.
3	2.3.6	10	Will the ten (10) calendar day timeframe for submitting a Petition for Reconsideration begin from the date on the Notice of Award or the postmark date if mailed?	It shall begin from the date of service or deposit in the mail of the first method of service used. That is, the earliest date of notification.
4	2.3.6.1	11	Will PRHIA include relevant contact information for all Offerors in the Notice of Intent to Award so that Offerors can notify all parties of the Petition for Reconsideration?	Yes.
5	2.3.7 Contract Execution	12	If an Offeror wants to propose edits to the Model Contract (RFP Appendix I), how should those edits be submitted to PRHIA for its consideration?	Offerors shall not have a right to open negotiations of the Contract. Offerors who place conditions on the proposal to negotiate terms and conditions of the contract, excluding pricing, will be disqualified from the process. See Section 2.3.7 and Paragraph 6 of

	2.3.7	12	<p>Within section 2.3.7 of the RFP, it states that “The Offerors shall not have a right to open negotiations of the Contract with PRHIA. Any Offeror who places conditions on its Proposal to negotiate the terms and conditions of the Contract, excluding pricing, will be disqualified from the process.” Currently, the contract language in Section 33 of the Model Contract in the RFP is not limited to 3rd party claims, however, our understanding is that in previous contracts between ASES and other vendors, as well as in RFP # 2025-001, indemnity and hold harmless has been limited to 3rd party claims.</p> <p>Will you consider revising the contract language in Section 33 as follows:</p> <p>33. SECOND PARTY agrees to indemnify and hold harmless ASES and/or the Government of Puerto Rico from all third-party claims, suits, actions, liabilities, and reasonable attorney and defense costs, resulting from SECOND PARTY’s gross negligence, fraud or willful misconduct in the execution of this Agreement.</p>	<p>Appendix B of the RFP. Specifically, Appendix B states:</p> <p>“On behalf of the submitting organization named in item #1, above, I understand that the Contract provided remains subject ONLY to revisions required by PRHIA, the Centers for Medicare & Medicaid Services, Financial Oversight and Management Board for Puerto Rico, Government of Puerto Rico and acknowledge that the submitting organization named in item #1 above, is prepared to and capable of complying with all of the terms in the Contract.”</p>
6	3.1.1 c	24	<p>Please list and/or describe the existing or planned provider-level incentive programs.</p>	<p>Please refer to PRHIA’s Normative Letter #21-1001A attached to this Q&A and Section 12.3.3 of the Vital Contract, which, in its pertinent part states that:</p> <p>“The Contractor shall implement PIPs in at least the following areas:</p>

				<p>12.3.3.1. One (1) clinical care project in the area of improving kidney health evaluation rates in order to identify early stages of decreased kidney function. The PIP must use, but is not limited to, HEDIS ® measure Kidney Health Evaluation for Patients with Diabetes (KED) measure as one of the PIP performance measures;</p> <p>12.3.3.2. One (1) clinical care project in the area of increasing screening for depression, anxiety, substance use disorders for all covered populations using nationally recognized screening tools (e.g., Beck Depression Inventory, PHQ-2, PHQ-9, CRAFFT, CAGE-AID, Depression Scale for Children, GAD-7, DAST, ACES, and ASAM);</p> <p>12.3.3.3. One (1) clinical care project designed to improve outcomes for Enrollees with diabetes that includes but is not limited to, HEDIS ® measure Comprehensive Diabetes Care: Hemoglobin Ale (HbAle) Poor Control «9.0%) as one of the PIP performance measures;</p> <p>12.3.3.4. One (1) administrative project designed to improve EPSOT screening rates;</p> <p>12.3.3.5. One (1) administrative project to increase use of reverse co-location and co-location of</p>
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				<p>physical and Behavioral Health and their integration; and</p> <p>12.3.3.6. The Contractor shall conduct additional PIPs as specified by ASES during the Contract Term.”</p>
7	3.1.3 c.	25	<p>Would PRHIA provide more detailed information on the required activities and the expected level of effort from the Offeror to assist in the development and maintenance of Law 95 and Law 95 Advantage COMP Modules?</p>	<p>Consistent with program oversight efforts, PRHIA implemented in 2020 the Comprehensive Oversight Monitoring Plan (COMP), as a tracking tool to oversee the operation of Medicaid services. The COMP is a program aimed at the supervision, monitoring and repository of MCOs, MAOs, PBM and Law No. 95 health insurance providers’ data, according to the clauses and the reporting guides of the contracts signed with them. This tool allows PRHIA to monitor, on an ongoing basis, and track performance according to contract and program requirements such as: Member and Provider Call Center Service Level, Provider Claims Payment, Network Access & Availability, Program Integrity, Quality and Clinical Management, Pharmacy Expenditure, and Financial Execution.</p> <p>The COMP is used by analysts in the various PRHIA’s offices as a monitoring tool for the various levels of the program, from high-level statistics to very specific key performance indicators (KPIs). Insurers report in the COMP data that PRHIA, as the</p>

			<p>supervisory entity of the program, requires to ensure that the contractual requirements are being met and that allows it to establish trends in utilization. This is a tool that facilitates PRHIA's Compliance Office to implement Corrective Action Plans (PACs) in a timely manner and with accurate data.</p> <p>The COMP runs on the Enterprise System (ES), the custom-made technological platform that PRHIA uses to manage and operate Plan Vital and the Medicare Platino programs. By the end of 2025, PRHIA expects all operations and services to be systematically monitored on an ongoing basis while conducting annual reviews and adapting program operations as new regulatory requirements arise.</p> <p>PRHIA's contractor in charge of the ES, is also in charge of the maintenance of the COMP modules. The awarded Offeror must provide support to PRHIA and its IT consultant and ES programmer in these tasks by providing the corresponding healthcare public policy and federal regulations expertise to continue developing and updating the COMP.</p> <p>The COMP tool has enabled PRHIA to execute the MCO Compliance Program in a standardized and systematic way, recording all actions taken, from</p>
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				<p>reporting and analysis to corrective actions requested and recommendations for sanctions. In sum, this oversight tool allows PRHIA to comply with federal regulation 42 CFR 438.66. In sum, the COMP is a necessary tool to ensure reliable monitoring metrics and holding the MCOs, MAOs, PBM, Law No. 95 health insurance providers accountable for the efficiency, effectiveness, and quality of their services.</p>
8	3.1.3	25	Can you confirm whether the compliance support for the COMP tool includes support for the existing system?	See Responses to Questions #7 & 10.
9	3.1.3	25	Can you confirm whether the compliance support for the COMP tool includes the identity of the hosting provider?	It does not include the identity of the hosting provider. See responses to Questions #7 & 10.
10	3.1.3	25	Does the Government of Puerto Rico cover licensing costs, including hosting and infrastructure, for the COMP tool?	PRHIA is the owner of the Enterprise System (ES) on which the COMP runs. The ES is maintained by another contractor that specializes in information technology. Said contractor also designed the COMP and its modules with the input provided by PRHIA's staff and current healthcare public policy and federal regulations consultant. The selected Offeror in this RFP process will work with said contractor and PRHIA personnel to provide the necessary advisement on the elements and changes needed to make to the

				COMP for said tool to accomplish its purpose.
11	3.2.1.3	27-28	May individuals fill more than one Key Personnel role?	The subject matter expert (SME) role in each area of expertise may be filled by more than one individual, as long as he/she complies with the requirements for each type of SME. The Account Manager may also be an SME as long as the time required to fulfill his/her duties as an SME do not infringe upon his/her duties as Account Manager.
12	3.2.1.3 g.	28	Please clarify what is meant by “Medicaid Advantage” and the federal regulations thereof.	It was a clerical error; it should have said “Medicare Advantage”. See Amendment #1.
13	4.2	29-30	Are the larger papers (up to 11” x 17”) and smaller fonts permissible for charts, diagrams, spreadsheets, etc., excluded from the Technical Proposal 30-page limitation?	<p><i>Curriculum vitae/resumes</i> required under Sections 7.2.2 & 7.2.3 of this RFP, as well as the matrix required under Section 7.3.2 of this RFP, are excluded from the 30-page limitation.</p> <p>Other exhibits needed to properly supplement a narrative answer shall be exempted from the page limitation. Nonetheless, such exhibits must be limited to graphs, images, diagrams, applicable sections of policies, forms or other similar representations and documents. The exhibits should be used sparingly and only when they are necessary to clearly respond to a question. The exhibits are not a substitute for a comprehensive narrative response nor a subterfuge to circumvent the</p>

				page limit for the Technical Proposal. A policy, brochure, manual, or reference to a policy, brochure, manual or website does not constitute an adequate response and will not be considered.
14	4.2	29-30	Please confirm that appendices are excluded from the Technical Proposal 30-page limitation.	RFP Appendices that must be included with the Proposal are in response to requirements in Sections 6 & 8 of the RFP. Hence, they do not apply to Questions under Section 7 (Technical Proposal).
15	4.2.1	29	Can you clarify whether the section headers and titles of the response are required to be in 12-point font size, as specified in the format requirements?	All text must be in 12-point font size Arial.
16	4.2.1	29	Can you clarify whether the <i>curriculum vitae</i> included in the response are required to be in 12-point font size and one-and-a-half (1.5) line spacing, as specified in the format requirements?	No, but must be legible.
17	6.3 References	36	Can bidders include references associated with work performed by subcontractors?	No. References requested under this section are for the Offeror and must be associated with work performed by the Offeror. That is, they must be from clients that can discuss Offeror's qualifications, experience, and performance. References associated with work performed by a Major Subcontractor are covered under Section 6.8.2 (j).

18	6.3 References	36	Can bidders include references associated with work performed by an employee if the employee performed the work prior to being employed by the bidder?	No. References requested under this section are for the Offeror as a business entity.
19	7.2.2	44-45	Can you confirm whether the resumes are included in the 30-page limit for the Technical Proposal submission?	Resumes/ <i>curriculum vitae</i> may be included as a separate attachment/exhibit and shall be excluded from the 30-page limit for the Technical Proposal Submission. See also response to Question #13.
			Can we include resumes as a separate attachment in the Technical Proposal submission?	
20	7.2.2	44-45	In situations where the same individual serves as the Subject Matter Expert/Key Personnel in more than one discipline area, may we include their resume just one time and cross-reference it? With 8 different discipline areas, including multiple resumes could consume nearly one-third of the 30-page limit for the technical response.	Yes. See also response to Question #13.
21	7.2.3	45	Can you clarify what specific documentation or evidence is required to prove fluency in Spanish?	Certifications of approved language courses, employment experience, among other similar ones.
22	7.2.3	45	In situations where Spanish-speaking staff are included in the response to 7.2.2, can we cross-reference their resumes instead of including them twice?	Yes.
23	7.2.3 Language	45	Is proof of fluency sought for Spanish, English, or both Spanish and English?	Both.
24	7.3.2 Past Experience	45	Can bidders include work performed of an employee even if the work was performed by the employee prior to being employed by the bidder?	No. This question is aimed at the Offeror as a business entity. See answer to Question #18.

25	7.3.2. Past Experience	45	Can experience that we believe is relevant, even if it falls outside the 24-month timeframe, be described in the response with the goal of providing a more complete picture of the bidder's experience?	The relevant experience may precede the 24-month period as long as part of the experience falls within the last twenty-four (24) months.
26	7.4.2.b Providing support for Directed Payments	46	Can you provide more detail on the supports you are requiring with regards to directed payments?	The awarded Offeror will handle all the requirements in the federal regulation in order to comply and help PRHIA to work with the language and information PRHIA needs to submit in the pre-prints to CMS for the approval of the Directed Payments program. (payments to the hospitals, dental pre-print, payments to providers among others). The awarded Offeror must be knowledgeable in directed payment programs in the matters determined by PRHIA.
27	8 and Appendix F	48-49; 70-72	Section 8 requires hourly rates per staff title for informational purposes only (see Section 8.4). However, the scoring of the cost proposal (see Sections 8.5 and 8.6) is based on the blended rate and the hours specified in Appendix F. After contract award, how will the vendor be paid for services rendered: based on the hourly rates per staff position or based on the blended hourly rate?	PRHIA has amended Sections 8.4, 8.5, 8.6 and Appendix F of the RFP to clarify how Offerors will complete the Cost Proposal Template. See Amendment #1 to this RFP.
28	Appendix F – Cost Proposal Template	71	The cost proposal instructions state an estimate maximum of 10,000 annual hours should be used to develop the total annual cost in Table 4 of Appendix F. We are unclear if the maximum hours in the contract is 10,000 and all offerors should use 10,000 or if offerors can use less than	PRHIA has amended sections 8.4, 8.5, 8.6 and Appendix F of the RFP to clarify how Offerors will complete the Cost Proposal Template. See Amendment #1 to this RFP.

			10,000 hours if they believe the scope requires less hours. Please clarify. We believe the total expected budget is an important consideration for scoring.	
29	Appendix I – Model Contract 39.V	Page 17 of 17	Is there a possibility that ASES will consider some factor of the professional services fees, such as 3X fees, but not without any limitation?	In the Model Contract (Appendix), page 17, clause V, states, in its pertinent part, that: “The Parties agree that SECOND PARTY, its officers, directors, agents and employees shall not be liable to ASES under any theory of law including negligence, tort, breach of contract or otherwise, for any damages, more than three (3) times the professional fees paid to SECOND PARTY with respect to the work in question during the twelve (12) months immediately preceding any claim giving rise to such liability. In no event shall SECOND PARTY be liable for lost profits of the ASES or any other type of incidental, consequential, special, indirect, punitive or similar damages. The foregoing limitations shall not apply in the event of intentional fraud or willful misconduct or gross negligence of SECOND PARTY”.
30	3.1.2	25	Can PRHIA provide more details on the specific expectations for pharmacy technical assistance beyond what is listed in the RFP? What existing tools, reports, or processes does PRHIA currently use for clinical edits, P&T Committee support, and DUR?	The expectation is that this contractor shall serve as an advisor to PRHIA on this subject matter area. This contractor shall not execute the functions and responsibilities, nor perform the duties contractually assigned to the PBM/RA contractor.

			Would the Offeror be expected to enhance or replace them?	
31	3.1.2	25	To what extent will the Offeror be expected to interact with PRHIA's PBM and MCOs in assessing and implementing clinical edits?	The intervention in general will be with PRHIA as an advisor. There's no expectation of interaction unless a special project or meeting is requested by PRHIA. PRHIA will also be working with the PRMMIS team of the Medicaid Program.
32	3.1.2	25	Regulatory Compliance: Are there specific compliance concerns or CMS guidelines that PRHIA wants the Offeror to prioritize in DUR activities	The intervention in general will be with PRHIA as an advisor. There is no expectation of interaction unless a special project or meeting is requested by PRHIA. The PBM is the one to handle the DUR activities, but PRHIA at this moment requests direct collaboration among the PBM and the actuarial team to monitor the pharmacy benefit expense, so possible impact on the expense is handled carefully due to the budget constraints or limitations.

33	3.1.3	25	What is the current implementation status of Law 95 Advantage COMP Module?	<p>The IT Department will be working on the corresponding development, programming, and implementation tasks for this module. The integration should be completed by June 2025, after that any changes or updates will be handled like any of the other modules in the COMP.</p>
34	3.1.3	25	How many new programs/initiatives are expected to be incorporated as part of the program?	<p>New initiatives in compliance and oversight often result from changes in federal or state legislation, or from administrative determinations or changes in regulation of our local government.</p> <p>Although PRHIA does not have a specific number of new programs or initiatives that will engage the contractor's services, support could be needed in the following areas, subject to PRHIA's needs and priorities:</p> <ol style="list-style-type: none"> 1. Revision of written policies, procedures, and standards of conduct. 2. Support for training and education on new compliance issues and regulations. 3. Provide assistance with the development or updating of COMP reporting guides, such as Law 95 Advantage Reporting Guide (RG)

35	3.1.5	26	<p>Please elaborate on the type of subject matter support ASES is looking for regarding Procurement Support. Does this include RFP Design/Writing, Contract Updates, Decisions and bid facilitation? This will help us identify the level of effort and support needed for this service.</p>	<p>Procurement support from this contractor typically entails the following general tasks:</p> <ol style="list-style-type: none"> 1. Design and writing of SOW; 2. Writing of the questions for the technical proposal submission; 3. Assistance in the writing of the evaluation tool for the technical proposal; 4. Contract updates, including its attachments, to guarantee compliance with federal regulations; 5. Design of the evaluation and scoring methodology; 6. Advice on aspects of the process that require subject matter expertise
36	3.1.5		<p>Please elaborate on the number of procurements (MCO, PBM) that are expected during this contract?</p>	<p>At this time these are the two procurement processes that typically require subject matter assistance from this contractor.</p>

37	6 Appendix I – Model Contract 39.V	17	Please confirm whether three times the professional fees paid to the contractor for a specific scope of work performed under the contract is an aggregate or per incident (per claim) limit of liability for potential damages associated with the given scope of work.	The limit of liability in this clause is intended to be an aggregate limit. This will be further clarified in the contract at the moment of signature.
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