

# Questions and Answers

| # | Question   | Answer   |
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| 1 | <p>What are the current PRMP TPL requirements/expectations of the MCOs? Does this process need to be fully developed with the MCOs teams or is the expectation to only review the current process and monitor for come behind activities?</p> <p>For example, are the MCOs required to share any third-party insurance information they find with the MMIS? are the MCOs required to provide recoveries with the MMIS? what is the timeline the MCOs have to pursue recoveries? etc.</p> | <p>Currently, MCOs submit reports as part of their standard process. However, it is anticipated that they will need to provide additional data to the TPL vendor, which may require the development of new reports or interfaces. At present, the Cost Avoidance report is submitted to ASES.</p>  |
| 2 | <p>What is the current number of Medicaid beneficiaries that have other insurance on file for a commercial carrier?</p>  | <p>This information is provided in PL-024 TPL Ad Hoc Report.pdf in the Procurement Library <a href="https://medicaid.pr.gov/HOME/MES_TPL_002_Procurement_Library/">https://medicaid.pr.gov/HOME/MES_TPL_002_Procurement_Library/</a></p>   |
| 3 | <p>Since PRMP contracts with a vendor to manage mail services, can TPL mailings be integrated into this service and be performed by the PRMP contract as well?</p>   | <p>Integration of TPL mailings into the existing mail service infrastructure is acceptable, provided all applicable requirements for confidentiality, timeliness, and documentation are met.</p>   |
| 4 | <p>The TPL roadmap lists two distinct phases of the TPL project, and a future phase as well. Can you please explain how you would expect all 3 of these phases to fit into the DDI and M&amp;O timelines?</p>  | <p>The TPL roadmap developed in August 2024 reflected PRMP’s plans at that point in time. Since then, Phase I has commenced; however, not all activities outlined were completed due to shifting priorities. Phase I is focused on preparing for vendor onboarding, while Phase II will now encompass the interface development and new reporting initially planned for Phase I.</p>                           |
| 5 | <p>Can you please clarify what services are expected to be performed by the vendor after implementation of the TPL system and what services would be performed by PRMP? It is unclear of the roles and responsibilities for the PRMP staff and how, if at all, they will change over the lifecycle of the project.</p>   | <p>PRMP is in the process of staffing supporting roles for the project. As such, we expect the vendor to perform the majority of activities initially, until PRMP staff are fully onboarded and able to assume oversight responsibilities. Please refer to RFP Attachment D: Vendor Organization and Staffing – Use of PRMP Staff.</p>   |
| 6 | <p>Does PRMP intend a takeover of the application and operating the TPL program internally using the developed software as a part of the contract?</p>   | <p>PRMP could clarify that the vendor retains ownership of its proprietary tools and software used to deliver services under the contract. However, PRMP will continue to retain ownership of all data, procedures, configurations, documentation, and any custom-developed materials or interfaces created specifically for PRMP during the contract period, in accordance with CEF and 42 CFR § 433.112.</p> |
| 7 | <p>Would PRMP be willing to explore other licensing models utilizing a SAAS product built and geared towards supporting TPL programs without complete ownership of the vendors intellectual property?</p>  | <p>PRMP could clarify that the vendor retains ownership of its proprietary tools and software used to deliver services under the contract. However, PRMP will continue to retain ownership of all data, procedures, configurations, documentation, and any custom-developed materials or interfaces created specifically for PRMP during the contract period, in accordance with CEF and 42 CFR § 433.112.</p> |
| 8 | <p>Clarification for the mandatory qualifications for references, does this mean you need 4 total references? (2) requires 2 references based on projects and (3) requires 2 different references based on TPL solutions?</p>  | <p>PRMP will accept a total of two references if both references are directly related to TPL solutions, provided they clearly demonstrate the vendor’s experience with relevant TPL projects.</p>  |

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| 9  | With proper automated alerts and notifications built into the infrastructure of the system, would the requirement of 100% allocation for a CISO throughout the entire project lifecycle be something that could be negotiated?   | PRMP could be open to negotiating the requirement of a 100% allocation for a Chief Information Security Officer (CISO) throughout the entire project lifecycle, provided the vendor can demonstrate that appropriate automated alerts, notifications, and other security controls are built into the system infrastructure to ensure continuous monitoring and compliance with security requirements.              |
| 10 | Would PRMP consider replacing "perform design, development, and implementation" with "configure and implement" a vendor offered solution?  | PRMP could allow for a vendor to use a Commercial Off-The-Shelf (COTS) or SaaS (Software-as-a-Service) solution if it is a configured, implemented, and maintained solution based on PRMP's system needs - including required interfaces - and aligns with existing MES system requirements.   |
| 11 | Would PRMP consider that if the vendor proposes the solution as a service, upon turnover, it would only transition the data to the successor vendor instead of operation services and systems?   | If the vendor proposes the solution as a service, PRMP could accept a transition plan that includes the transfer of all data to the successor vendor, rather than requiring a full transition of operational services and systems.   |
| 12 | Would PRMP consider that if TPL services will be provided as a service, the vendor would only transition the data to the subsequent, and not its proprietary solution, statement of resources which are based on its solution model, and proprietary processes and procedures? | If the vendor proposes the solution as a service, PRMP could accept a transition plan that includes the transfer of all data to the successor vendor, rather than requiring a full transition of operational services and systems.   |
| 13 | If the vendor offers a SaaS (Software-as-a-Service) solution which differs from a packaged solution, should it be listed under packaged software with a note? Or would PRMP consider opening a new category for a SaaS solution?   | PRMP could allow a SaaS (Software-as-a-Service) solution to be listed under the packaged software category, with a clear note indicating that it is offered as a SaaS solution. A separate category does not need to be created.   |
| 14 | Who is meant by "authorized personnel" to sign this form? Is a lawyer required to sign any of the forms or documents, and if so, which ones? Is this different from the authorized vendor representative who needs to sign the proposal?                                       | A lawyer is not required to sign any of the forms or documents. The term "authorized personnel" refers to the designated vendor representative who is authorized to act on behalf of the vendor organization. The same representative who is authorized to sign the proposal may also sign the forms, as long as they have the appropriate signing authority.  |
| 15 | Does the PRMP mean a TPL Medicaid instead of a Medicaid solution?  | PRMP does mean TPL Medicaid.   |
| 16 | Could PRMP elaborate on the availability of PRMP staff, or consider updating this text to reflect the negotiation of a mutually agreeable upon PRMP Staff requirement? Without knowing the current availability, the vendor cannot propose a feasible PRMP staff requirement.  | The vendor should clearly indicate which elements are essential for successful performance. If any of the requested PRMP staff support is identified as a requirement, PRMP and the vendor will engage in discussions to negotiate and mutually agree upon the level of staff support prior to contract execution. If a mutually acceptable agreement cannot be reached, PRMP may need to reconsider the proposal. |
| 17 | Would PRMP be open to a different list of key staff roles if in vendor's experience the results could be achieved with a different approach?   | For the purpose of this proposal, PRMP has provided this mandatory list of key staff roles to align with other PRMP projects. PRMP encourages innovative solutions and will consider additional key staff roles as part of the proposal.   |

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| 18 | Would PRMP consider that such audits would be limited to information within the scope of the services rendered under the RFP?  | PRMP could consider limiting audits and inspections to information that falls within the scope of services rendered under this RFP. The vendor must still provide PRMP or its designee with access to relevant systems, facilities, data, and documentation necessary to support such audits.   |
| 19 | Would PRMP consider allowing activities without access to PII to be rendered offshore with the right security measures in place?   | No PRMP will not consider allowing certain activities that do not involve access to Personally Identifiable Information (PII) to be performed offshore  |
| 20 | As the vendor is offering services that utilize its proprietary tools and software, would PRMP consider modifying this requirement to clarify that the vendor retains Ownership of such services tools and software?   | PRMP could clarify that the vendor retains ownership of its proprietary tools and software used to deliver services under the contract. However, PRMP will continue to retain ownership of all data, procedures, configurations, documentation, and any custom-developed materials or interfaces created specifically for PRMP during the contract period, in accordance with CEF and 42 CFR § 433.112.   |
| 21 | How would the vendor list a proprietary solution which is offered as a Service and are not a Commercial Material?  | PRMP would expect the vendor to provide the following information as part of their response:<br><br>Name of solution: [Insert Solution Name]<br>Delivery Model: Clearly state if the solution is offered exclusively as a Software as a Service (SaaS)<br>Access Rights: Specify that PRMP will receive usage rights as defined in the license or service agreement, without ownership of the software or underlying infrastructure<br>Scope of Transfer Upon Termination: Confirm that only data and mutually agreed-upon documentation will be transferred to any successor vendor, and that no proprietary software will be included in the transition |
| 22 | For cost effectiveness, could PRMP be amenable have part of the key staff attending online?  | PRMP is amenable to having part of the key staff attend virtually, when appropriate, to support cost-effectiveness—provided that the vendor ensures active engagement and effective participation in all required activities.   |
| 23 | Would PRMP consider that if the vendor proposes the solution as a service, upon turnover, it would only transition the data and developed interfaces to the successor vendor, instead of operation services and its software solution, which is its pre-existing intellectual property?    | PRMP could consider a solution-as-a-service model in which, upon turnover, only the data and any developed interfaces are transitioned to the successor vendor. The vendor's pre-existing software solution and operational services, which constitute its intellectual property, would not be required to be transferred, provided that all contractual obligations regarding continuity of operations and data access are met.  |
| 24 | Would PRMP consider this SLA to start within 60 days of Contract execution as such database would need to be configured based on PRMP resources needing access to it?  | PRMP is open to negotiating the start date for database tracking; however, timely responses will still be expected and required during this interim period. The project timeline submitted by the vendor should include the SLA to start within 60 days of contract execution.  |
| 25 | Would PRMP consider that if the vendor proposes the solution as a service, upon turnover, it would only transition the data to the successor vendor, instead of the vendor's proprietary software and subcontractors information, which is inherent to its proprietary service definition? | If the vendor proposes the solution as a service, PRMP could agree that, upon turnover, only the data would be required to transition to the successor vendor. The vendor's proprietary software and subcontractor information, as part of its proprietary service model, would not be subject to transfer.   |
| 26 | Can PRMP please confirm that pharmacy is in scope for both cost avoidance and recovery?  | Pharmacy is in scope for both cost avoidance and recovery.  |

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| 27 | Would the state consider applying deductions only if incident is related to high and Critical incident, as medium and low do not prevent the solution from working?  | PRMP reserves the right to manage vendor performance, including evaluating the impact of each incident on a case-by-case basis to ensure accountability and service quality.   |
| 28 | "Deliverable D-79: TPL Roadmap" indicates that the MMIS will send the vendor a known TPL file from the MCOs. Can PRMP please confirm the Interfaces are not in place today?  | The interfaces referenced in Deliverable D-79 are not in place.  |
| 29 | "Deliverable D-79: TPL Roadmap" indicates that the MMIS will send one file from the MCOs containing claims being pursued for recovery. If the Interfaces required to perform the RFP requirement are not in place today, can PRMP please confirm the anticipated availability date?  | The interfaces referenced in Deliverable D-79 are not in place and need to be built with the new vendor.   |
| 30 | Would PRMP consider setting the amount as a retainage, instead of a deduction, so that vendor's costs can be covered?  | PRMP does not intend to apply a retainage model in lieu of deductions. PRMP expects the vendor to develop and adhere to an accurate and realistic deployment schedule.   |
| 31 | Is the tort, lien and estate recovery scope of work for a case tracking system only, or is the vendor expected to also perform the case management work (i.e. identifying cases, case valuation, outreach, etc.)?  | PRMP does not expect the vendor to perform estate recovery activities as part of this scope. However, if the vendor identifies a tort case during the course of operations, they may propose performing case management services for that case, subject to PRMP review and approval.   |
| 32 | Would PRMP be amenable to reducing the CAP on Contract Remedies's payments to 20% instead of 50% of its cost?  | PRMP is not amenable to reducing the cap on Contract Remedies payments to 20%.   |
| 33 | Can PRMP provide additional information on the calculation for maintenance & operations costs? The formula is # of transactions x contingency fee x 260. What is the 260?  | The 260 value is the average capitation rate used for comparison purposes only.  |
| 34 | Where does PRMP want the vendor to put the Optional Service Price? In the Cost Assumptions or in the Technical Proposal?   | Optional Service Price should be detailed in the Technical Proposal and included in the Cost Assumptions.  |
| 35 | For line # 10 (Account Manager) in tab 5 and 6 the cell is referencing the wrong row from the labor rates. It is referencing row 9 in the labor rates. This is happening in both DDI (tab 5) and M&O (tab 6).  | PRMP will update the DDI tab and the M&O tab.  |
| 36 | In the Cost Summary, under Labor rates enhancement pool hours, the cell is referencing Labor Rates B9. Labor Rates cell B9 is blank. Also, each year would need to be fixed. Should it pull from the bottom of the tab (Average Rates)?  | The cells in the Cost Summary, under Labor rates enhancement pool hours, are all referencing from the appropriate Blended Rate cells from the Labor Rates tab.   |
| 37 | Would PRMP consider getting billed by Project Deliverables versus Project Milestones?  | No; PRMP will not consider allowing vendor to bill by deliverable. PRMP has outlined payment milestone requirements for DDI, and invoicing guidelines for M&O, TPL Activities, and Modifications and Enhancements Pool Hours in Attachment A: Cost Proposal Instructions.  |
| 38 | Would PRMP be amenable to proposing a different list of Staff, Staff allocation, and consider some remote-only positions, if that has proven most cost effective?<br>This proposal aligns to Table 27: Vendor Key Staff Roles and Responsibilities mention that "The vendor may propose additional staff roles to complement the key roles identified. PRMP will consider alternative arrangements if the time staff are present and devoted is sufficient to meet the responsibilities and performance expectations set forth in this RFP." | For the purpose of this proposal, PRMP has provided this mandatory list of key staff roles to align with other PRMP projects. PRMP encourages innovative solutions and will consider additional key staff roles as part of the proposal. PRMP would consider alternative remote-only arrangements as long as staff can meet the responsibilities and performance expectations outlined in the RFP. |

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| 39 | Please specify when the advanced notice is expected to occur. For example, one week prior to the release date.  | As a general guideline, PRMP expects at least 30 to 60 days' advance notice for planned service enhancements, depending on the level of impact. Testing results should be provided upon completion, and release notes, user guides, and training materials should be submitted 15 to 30 days prior to implementation. PRMP will determine the specific documentation needs based on the scope and impact of each enhancement. |
| 40 | The "to-be" assessment states "Implement a TPL module". Is PRMP amenable to the vendor proposing TPL services that meet all of the requirements of the SOW and are most cost-effective than developing a module or system?  | PRMP is amenable to the vendor proposing TPL services that meet all the requirements outlined in the RFP.   |
| 41 | Would PRMP be amenable to changing this SLA remedy to be \$200 per occurrence?  | Potential revisions to the contract may be considered by PRMP during negotiations with the awarded vendor.  |
| 42 | Would PRMP be amenable to changing this SLA remedy to be \$200 per occurrence?  | Potential revisions to the contract may be considered by PRMP during negotiations with the awarded vendor.  |
| 43 | This SLA appears duplicative of SLA-005. Please clarify how this SLA is different than SLA-005.   | SLA-005 is related to service enhancements and SLA-10 is about service downtime or non-access to data.  |
| 44 | The RFP states "The MCO has up to 180 calendar days from the date a third-party liability is identified to recover funds". Has it already been determined that 180 calendar days is the appropriate delay before PRMP can pursue recoveries?  | PRMP has determined that 180 days is the appropriate time frame.  |
| 45 | The RFP states "The MCO has up to 180 calendar days from the date a third-party liability is identified to recover funds". Has this language already been executed in the MCO contracts?  | This specific language has not yet been incorporated into the current MCO contract; however, PRMP is actively in the process of updating the contract to include this provision.  |
| 46 | The RFP states "The vendor will implement and manage a TPL case tracking tool as part of its solution". Would PRMP be amenable for vendor to implementing a SaaS solution which would be more cost effective?   | PRMP could be amenable to the vendor implementing a SaaS solution for the TPL case tracking tool, provided that it aligns with and supports PRMP's system and business needs and functional requirements.   |
| 47 | The RFP states in the 'to-be' section of Table 4 that "The MMIS rejecting claim(s) if known TPL exists and no TPL is reported on the claim". Is it PRMP's expectation that the MMIS will reject an MCO encounter claim after it has been paid by the MCO? If so, how will the claim payment be recouped from the MCO and/or provider? | No, it is not PRMP's expectation that the MMIS will reject an MCO encounter claim after it has been paid by the MCO.  |
| 48 | To assist in making this project cost-effective for PRMP, would PRMP consider including the recovery and savings on MCO capitations as an optional service?   | PRMP is open to considering proposals that feature the inclusion of recovery and savings on MCO capitations as an optional service. Optional Service Price should be detailed in the Technical Proposal and included in the Cost Assumptions.   |
| 49 | The RFP states "The text response to each section must be fourteen (14) pages or less in 11-point font, single spaced". Is a "section" referring to the "Service Category" or "Subcategory", as outlined on page 32 of 210? For example, on page 90, is the section "General TPL" or "Perform Project Management"?                    | In this case, "Section" refers to the "Service category." In this example, the page limit applies to "General TPL."   |
| 50 | Given that TPL services are specific to Medicaid agencies, would PRMP consider that these services cannot be rendered to other State agencies?  | The CHIP program is administered under the Medicaid agency in Puerto Rico and is therefore included within the scope of TPL services.   |



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| 51 | Would the state allow 30 days to cure prior to terminating?  | PRMP will provide 30 calendar days written notice. If corrective action is required and not taken within the 30 calendar days, the Services and/or Deliverables set forth under the contract and/or in the applicable Statement of Work may be terminated in part or in whole. Please refer to Appendix 4A: Proforma Draft Contract for further information.  |
| 52 | Can PRMP please explain how the Provider Enrollment Portal is related to the requested scope?  | The reference to the Provider Enrollment Portal is not relevant to this RFP and should be disregarded.  |
| 53 | Would PRMP consider that in case the contractor renders the SaaS, that upon termination it would only transition the data but not the processes or subcontractors, nor would a knowledge transfer be applicable, or Computer programs, User and operations manuals, System and program documentation, or Training programs related to the operation and maintenance of the System? | PRMP could consider a SaaS solution. Data, documents, information, project materials, reports, or work-related products created by the Vendor under the contractual agreement will be considered intellectual property of PRMP. Intellectual property in existence with the Vendor prior to the contractual agreement is exclusively owned by the Vendor.   |
| 54 | PRMP is adding 5,000 Enhancement Hours to the price each year. Provided that the vendor is offering the SaaS solution, would PRMP consider reducing those hours?   | PRMP has designed the 5,000 Enhancement Hours so each proposing vendor can clearly demonstrate how enhancements will be effectively delivered. Activities attributing to Enhancement Hours should be detailed in the Technical Proposal and included in the Cost Assumptions.   |
| 55 | Can PRMP confirm if the interfaces would be developed by the MMIS vendor and would not be part of this RFP?  | The interfaces will not be developed by the MMIS vendor, because interface needs may be determined or changed depending on the TPL solution selected.   |
| 56 | Would PRMP consider that if the vendor offers a Software as a Service (SaaS) solution, upon termination it would only transition the Data?   | Yes, PRMP would consider this approach. If the vendor offers a Software as a Service (SaaS) solution, PRMP agrees that upon termination, data, documents, information, project materials, reports, or work-related products created by the Vendor under the contractual agreement will be considered intellectual property of PRMP. Intellectual property in existence with the Vendor prior to the contractual agreement is exclusively owned by the Vendor. |
| 57 | Would PRMP consider that if the vendor offers Software as a Service (SaaS) solution upon termination it would only transition the Data and not Staffing, Tasks, Operational documentation and work artifacts, nor any of its proprietary information, like software, hardware, etc.  | PRMP could consider a SaaS solution. Data, documents, information, project materials, reports, or work-related products created by the Vendor under the contractual agreement will be considered intellectual property of PRMP. Intellectual property in existence with the Vendor prior to the contractual agreement is exclusively owned by the Vendor.   |
| 58 | Would PRMP consider that if the vendor offers a SaaS solution, the data and data dictionary instead of the Module and System software, files, including but not limited to business design, technical design, testing and other operations documentation would be applicable?  | PRMP could consider a SaaS solution. Data, documents, information, project materials, reports, or work-related products created by the Vendor under the contractual agreement will be considered intellectual property of PRMP. Intellectual property in existence with the Vendor prior to the contractual agreement is exclusively owned by the Vendor.   |
| 59 | Can PRMP please clarify if this text is related to Transition Deliverables.  | No, this text relates to all the deliverables within this RFP.  |

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| 60 | Can PRMP please complete the text that belongs after “as follows:"?  | The reference to "as follows:" was included in error. The statement should read: In the event the FIRST PARTY elects to pursue any of the two (2) optional years as set forth in Clause Second of this Contract, the SECOND PARTY agrees to the prices for its work indicated in its Scope of Work (SOW) to the FIRST PARTY.   |
| 61 | Would PRMP be amenable to adding in its Acronyms list the following: SaaS - Software as a Service  | PRMP will add SaaS - Software as a Service to Appendix 6: Acronyms, Abbreviations, and Glossary Terms.   |
| 62 | As the Vendor will be using its proprietary tools, software and other intellectual property to offer the services, would PRMP consider modification of this clause to exclude from ownership, any (i) Vendor Pre-existing Material; (ii) any other material that was developed prior to the Effective Date or that is improved or modified thereafter that is used in the performance of the Services (iii) any deliverable that is specifically intended by the Parties not to be owned by PRMP; (iv) Vendor Confidential Information; (v) any third party product(s) utilized by Vendor in providing the Services.   | Yes, PRMP is amenable to considering a modification of the clause to exclude from ownership the categories listed, including Vendor Pre-existing Material, materials developed prior to the Effective Date or subsequently improved, deliverables not intended for PRMP ownership (provided they do not contain or incorporate PRMP’s confidential information, or information specifically provided by PRMP for updating materials), Vendor Confidential Information, and third-party products used in service delivery. Any amendments/modifications would occur at contract negotiations and will not be edited in the current RFP. |
| 63 | Would PRMP agree that the Vendor may develop for itself, or for others, problem solving approaches, frameworks or other tools and processes developed in performing THE SERVICES and any additional services provided hereunder, and nothing contained herein precludes the Vendor from developing or disclosing such materials and information provided that the same do not contain or reflect confidential information of PRMP. For clarity, all such problem-solving approaches, frameworks or other tools and processes and any additional services shall be the exclusive property of the Vendor upon creation and no rights are granted to the PRMP or any third party. | Data, documents, information, project materials, reports, or work-related products created by the Vendor under the contractual agreement will be considered intellectual property of PRMP. This may include deliverables, designs, drawings, notes, specifications, software, electronically or magnetically recorded material and other work-related products created or developed under the agreement shall be considered "work made for hire." Intellectual property in existence with the Vendor prior to the contractual agreement are exclusively owned by the Vendor.   |