



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions -
TPSGC

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

11 Laurier St./11, rue Laurier

Gatineau, Québec K1A 0S5

Bid Fax: (613) 997-9776

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Health Services Project Division (XF)/Division des
projets de services de santé (XF)
Terrasses de la Chaudière 5th Floor
10 Wellington Street
Gatineau
Gatineau
K1A 0S5

Title - Sujet PSHCP ASO Retender	
Solicitation No. - N° de l'invitation 24062-180558/D	Amendment No. - N° modif. 004
Client Reference No. - N° de référence du client 24062-180558	Date 2020-10-16
GETS Reference No. - N° de référence de SEAG PW-\$\$XF-002-38428	
File No. - N° de dossier 002xf.24062-180558	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-11-02	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: You, Soun	Buyer Id - Id de l'acheteur 002xf
Telephone No. - N° de téléphone (613) 408-6402 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

SOLICITATION AMENDMENT 004

This amendment is raised to answer questions received from Industry and to update the RFP where applicable.

Note to Bidders: Posting of the PSHCP RFP was delayed several months at the request of Industry to alleviate stress on suppliers as they attempted to meet the challenges presented by the ongoing COVID-19 pandemic. As a result of the delay, the anticipated contract award date of February 1, 2021 and Operations Ready Date of October 1, 2022, as currently reflected in the RFP, are being adjusted accordingly. Refer to RFP Revisions 38-40 of this solicitation amendment.

QUESTIONS & ANSWERS

- Q103:** REFERENCE: Annex D, Insurance Requirements, article 1. d)
Please confirm that a certificate of Insurance will suffice.
- A103:** A certificate of insurance is acceptable. However, throughout the duration of the Contract, upon request, the Contractor must provide, to Canada, a certified copy of the insurance policy.
- Q104:** REFERENCE: Annex D, Insurance Requirements, article 1. e)
We request the amendment of this clause to read "the insurer shall endeavour to provide the Contracting..."
- A104:** The request has been reviewed. However, the requirement remains as is.
- Q105:** REFERENCE: Annex D, Insurance Requirements, articles 1. h) and i)
We request the removal of these two clauses. Insurance policies will be nullified or invalidated due to an Insured or Additional Insured's willful breach, act, or omission or false representation, so complying with these clauses is not possible.
- A105:** The intent of these clauses is to protect Canada's status as an Additional Insured. The requirement remains as is.
- Q106:** REFERENCE: Annex D, Insurance Requirements, article 1. j)
We request the removal of this clause. Our insurance policies are renewed annually. Should a Claims Made policy require a 24-month extended reporting period, it will apply to the entire company, not just for one contract.
- A106:** Refer to RFP Revision 30 and 31 below.
- Q107:** REFERENCE: Annex D, Insurance Requirements, article 2. b) iv.
We request the removal of this clause. Commercial General Liability policies do not extend to Defamation of Character.
- A107:** Canada agrees to remove Defamation of Character from the clause because the clause already includes libel and slander. Refer to RFP Revision 32 below.
- Q108:** REFERENCE: Annex D, Insurance Requirements, article 2. b) viii.
We are exempted from the WSIB program in Alberta, Manitoba, Nova-Scotia, and Ontario. Our Commercial General Liability provides contingent Employers Liability coverage in Canada. Please confirm that this is acceptable to Canada.
- A108:** Confirmed. This is acceptable to Canada.

- Q109:** REFERENCE: Annex D, Insurance Requirements, article 2. b) x.
We request the amendment of this clause to read "The Contractor shall endeavour to provide Canada 30 days"
- A109:** The request has been reviewed. However, the requirement remains as is.
- Q110:** REFERENCE: Annex D, Insurance Requirements, article 2. b) xiii.
Please confirm that a policy that covers Advertising Injury, but not this specific definition, is acceptable.
- A110:** In the event that Advertising Injury is covered under a Commercial General Liability insurance policy, it is acceptable.
- Q111:** REFERENCE: Annex D, Insurance Requirements, article 2. b) xv.
Canada will be included as an Additional Insured, not as an "Additional Named Insured". We request the amendment of this clause.
- A111:** Refer to RFP Revision 41 below.
- Q112:** REFERENCE: Annex D, Insurance Requirements, article 3. a)
Our crime insurance has \$5M of self-insured retention. Please confirm this is acceptable.
- A112:** Self-insured retention is acceptable as long as the Bidder is able to provide acceptable evidence, to Canada's satisfaction, of the self-insured retention.
- Q113:** REFERENCE: Annex D, Insurance Requirements, article 3. c)
We request the removal of "Additional Insured" since it is not relevant to crime policy. On a Crime policy, we would see the addition of a "Loss Payee" but not "Additional Insured".
- A113:** Agreed. Refer to RFP Revision 33 below.
- Q114:** REFERENCE: Annex D, Insurance Requirements, article 3. d)
We request the removal of this clause. We do not normally look at "Additional Insured" in the context of a crime policy.
- A114:** Agreed. Refer to RFP Revision 34 below.
- Q115:** REFERENCE: Annex D, Insurance Requirements, article 4.
We currently self-insure this coverage. Please confirm that this is acceptable to Canada.
- A115:** Refer to the answer to Q112 above.
- Q116:** REFERENCE: Annex D, Insurance Requirements, article 5. f)
We request the removal of this clause. Additional Insured is not applicable under a Property Policy.
- A116:** Agreed. Refer to RFP Revision 35 below.
- Q117:** REFERENCE: Annex D, Insurance Requirements, article 5. g)
We request the removal of this clause. Waiver (of underwriters rights) of Subrogation is not applicable to this Contract.

- A117:** Canada has reviewed the recommendation and revised the requirement. Refer to RFP Revision 36 below.
- Q118:** REFERENCE: Annex D, Insurance Requirements, article 6. a)
We find that the \$65 million limit is extremely high, as a usual limit is \$10 million. Can Canada explain why such a high limit is desired, especially when the limit in a contract for similar services (RFP for the Health Information and Claims Processing Services) was \$5 million? We request that Canada amends the limit to \$10 million.
- A118:** This question is under review and the response will be published in a future amendment.
- Q119:** REFERENCE: Annex D, Insurance Requirements, article 6. c)
We request the amendment of "penalties and fines" to read "penalties and fines, where insurable by law"
- A119:** The request has been reviewed. However, all requirements are applicable as and where insurable by law. The requirement remains as is.
- Q120:** REFERENCE: SOW article 4.9.3 iv. e)
Given the size of the PSHCP, the file for one year of data would exceed 20 million transaction lines. Are their file size limitations on what/how files can be transmitted to Canada? Would Canada accept a solution that would be available outside the Secure Reporting and Documentation website?
- A120:** No. The solution proposed by the Contractor must be made available to the Project Authority through the Secure Reporting and Documentation Website. There are no file size limits. This requirement remains unchanged.
- Q121:** REFERENCE: SOW article 4.3.5 v.
Can Canada confirm this requirement is not applicable to Pay Direct Drug (PDD) transactions? It is not common in the industry for members to receive a Claim Statement for a PDD claim.
- A121:** In accordance with SOW 4.3.7 iv. a), and in reference to SOW Article 4.3.5 v., a receipt generated at the point of sale from a claim submitted electronically and adjudicated in real time equates to a Member Claim Statement for PDD transactions.
- Q122:** REFERENCE: SOW article 4.10.3 viii.
Can Canada provide email volumes and chat feature volumes in 2019 as well as 2020 year to date?
- A122:** Refer to Q&A 101, and the Attachment to AMD003, Supplementary Volumetric Data (2019 & 2020 YTD), contained in Solicitation Amendment No. 003.
- Q123:** Annex E, Aboriginal Participation Component (APC)
With respect to what can qualify as an "Indirect Benefit" to be used to satisfy the Aboriginal Participation Component bid, would Canada consider the following: a proportionate amount of a bidder's total specialized training, career development, scholarships, grants, and community outreach support, defined by the proportion of the total Indigenous population as a percent of the total population?
- A123:** To satisfy the requirements detailed in article 3, Annual APC Reporting, and article 4, Certification, the bidder must be able to clearly demonstrate how much the Indigenous community, specifically, has quantitatively benefited from the Indirect Benefit contributions.

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- Q124:** REFERENCE: Attachment 2.1 to Part 2 – PSHCP Volumetric Data, charts 63-65
What is the difference on charts 63-65 between claims that were subsequently voided the same day and voids-same day, considering the volumes are identical in-year for all 3 years?
- A124:** "Claims That Were Subsequently Voided Same Day" refers to the original claim submission by the Provider. "Voids – Same Day" refers to the claim being subsequently voided by the Provider
- Q125:** REFERENCE: Attachment 2.1 to Part 2 – PSHCP Volumetric Data, charts 38-40
What would account for the difference between the Eligible # of Services and Billable Services in charts 38-40? Specifically considering the amounts for billable services and eligible services for drugs-electronic and medical supplies-electronic are the same.
- A125:** Billable services are those that are submitted to the PSHCP, whereas Eligible Services are limited to those expenses that meet the Plan's benefit eligibility criteria. The Electronic Drug and Electronic Medical Supplies categories do not allow for the processing of expenses that have limitations and would render them ineligible, whereas other categories have annual or frequency maximums that could render services ineligible.
- Q126:** REFERENCE: RFP article 5.2.2 Integrity Provisions – Required Documentation
The instructions indicate that the bidder must provide required documentation in accordance with section "Information to be provided when bidding, contracting or entering into a real procurement agreement". However, the link takes us to a policy that states it does not apply to financial or insurance contracts. Can Canada please provide us with, or the link to, the information we need to review.
- A126:** Based on the provided definitions contained in the policy, this requirement is neither considered a "financial contract" nor an "insurance contract". Bidders must provide the required documentation, as applicable, in accordance with article 17 of the policy.
- Q127:** Will member email addresses be provided in the initial eligibility file to support the contractor in completing start-up phase positive enrolment?
- A127:** Refer to Q&A 89 contained in Solicitation Amendment No. 003.
- Q128:** REFERENCE: Attachment 2.1 to Part 2 – PSHCP Volumetric Data, charts 78-70
With respect to the claims transaction volumes in charts 78-80, please confirm that there are separate transaction processing fees applied to each of the columns in these charts. I.e., is there a transaction processing fee applied to each of the Claim Types identified – Voids, Rejects, and Processed?
- A128:** The fee structure under the current contract is immaterial to this requirement. Refer to Annex B, Basis of Payment, for details of the fee structure for this requirement.
- Q129:** REFERENCE: SOW article 4.4.4
During the biennial enrolment confirmation process, what percentage of members do not provide Positive Enrollment confirmation? We're looking to assess the impact to Call volumes and Claims.
- A129:** The biennial enrolment confirmation process is a new requirement under this contract, therefore Canada is unable to provide the requested data.
- Q130:** REFERENCE: SOW article 4.7.3 ii. b)
According to sub-article i., the Contractor must audit all (100%) claims for services at hospitals identified as high-risk. In sub-article ii., the Contractor must complete pre-payment verification

- consisting of a random and risk-based selection of a SVS of claims. When calculating the SVS for sub-article ii., should the Contractor exclude all the high-risk claims audited in sub-article i.?
- A130:** It would be acceptable for the Contractor to exclude the high-risk claims audited in 4.7.3 ii. b) i from the population used to determine the SVS for 4.7.3 ii. b) ii. Alternatively, if a service provider chooses to use the full Hospital claims experience to calculate the SVS for 4.7.3 ii. b) ii, the SOW requires that the SVS be distinct for each audit program component and that Claims selected for one audit program component may not be used as part of the SVS for another audit program component (refer to SOW 4.7.1 iv.).
- Q131:** REFERENCE: SOW article 4.7.3 ii. b)
For sub-article ii., would Canada accept audit of a random selection of claims on a post-payment basis instead of on a pre-payment basis?
- A131:** No Canada would not accept this. The pre-payment requirements remains unchanged.
- Q132:** Under the Audit requirements, can PSHCP share with bidders how they calculate the SVS for each Audit requirement that requires the vendor to audit based on a SVS?
- A132:** The requirements for calculating SVS is articulated in SOW 4.7.1 iii. and any deviations from those requirements are specified in SOW Articles 4.7.2 to 4.7.8 as applicable. It is the Contractor's responsibility to propose for Project Authority Approval, the degrees of variability applied in the SVS calculation for each of the audit program components.
- Q133:** REFERENCE: Attachment 2.1 to Part 2 – PSHCP Volumetric Data
On Chart 87, PSHCP provided numbers for claims investigated in 2016-2018. Can we have a definition for "investigated"? Also, if we see 56,604 for Prior Day Claim Verification, is this the total number of letter audits that went out or the number of investigations that were triggered based on the letters sent out?
- A133:** An investigation refers to an auditor contacting the Provider to request supporting documentation, which then must be investigated for compliance. The 56,604 figure for Prior Day Claim Verification refers to the number of requests made and claims investigated. Based on the findings of claim investigations, more comprehensive audits may be initiated as needed.
- Q134:** REFERENCE: SOW article 4.17.2 iii.
Are these contributions or premiums? Additionally, are the contributions the same across all plan members? If there are variations, is contribution amount based on family status only or other factors?
- A134:** These are contributions. Refer to the National Joint Council website for the current contribution rates <https://www.njc-cnm.gc.ca/directive/d9/v9/s87/en>.
- Q135:** REFERENCE: SOW article 4.17.2 iv.
Is the Contractor required to perform the collection activity and terminate for non-payment? Or contact and then report on unpaid contributions only?
- A135:** The Contactor is required to perform the collection of contributions (Refer to SOW Article 4.17.2 iii). Should a VAC Member be in arrears of more than 3 months, the Contractor will be required to suspend or cancel coverage as per Project Authority guidance.
- Q136:** REFERENCE: SOW article 4.6.3 iii. a)
Is Canada open to a later time or is this a firm requirement?
- A136:** This is a firm requirement.

- Q137:** REFERENCE: SOW article 4.6.4
Can Canada confirm if this is related to drug product listing agreements, travel as well as preferred provider discounts (i.e. vision, audio)?
- A137:** Yes, that is correct.
- Q138:** Please provide clarification around the unions involved – How many different unions are there and what are their names?
- A138:** For a list of the public service bargaining agents, refer to the National Joint Council website <https://www.njc-cnm.gc.ca/s18/s31/en>
- Q139:** REFERENCE: SOW article 3.13.1
Please confirm if compliance with PIPEDA is adequate.
- A139:** The Contractor must be compliant with all privacy legislations and policies referenced in the RFP.
- Q140:** REFERENCE: SOW article 3.13.2
Please describe how Canada defines “senior” Privacy Officer.
- A140:** A senior Privacy Officer is an individual in the organization responsible for managing risks related to information privacy laws and regulations.
- Q141:** REFERENCE: RFP article 7.25 Collection and Use of Personal Information, f) Location of Records
Does this requirement contemplate cloud usage or storage?
- A141:** Refer to SOW articles 3.15.3 and 4.14.3.
- Q142:** REFERENCE: SOW article 4.3.1 ix.
What does Canada mean by “merge Claims histories in the case of duplicate Certificate Numbers”? Is it merging two accounts that were created in error for the same Member? Or linking the history for a surviving spouse?
- A142:** Refer to RFP Revision 37 below.
- Q143:** Please confirm whether travel coverage is provided under an ASO or insured basis.
- A143:** All services under the resulting new contract will be ASO.

RFP REVISION

30. At Annex D – Insurance Requirements

- DELETE:** Article 1. j) in its entirety; and
- INSERT:** j) any coverage written on a claims made basis shall include provision for the purchase by any insured of a 24 months extended reporting period in the event of termination of the Contract for any reason; and

31. At Annex D – Insurance Requirements

- DELETE:** Article 4. f) in its entirety.

32. At Annex D – Insurance Requirements

DELETE: Article 2. b) iv. in its entirety; and
INSERT: iv. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment.

33. At Annex D – Insurance Requirements, Article 3. c)

DELETE: and as Additional Insured

34. At Annex D – Insurance Requirements

DELETE: Article 3 d) in its entirety

35. At Annex D – Insurance Requirements

DELETE: Article 5 f) in its entirety

36. At Annex D – Insurance Requirements

DELETE: Article 5g) in its entirety

37. At Annex A, Statement of Work, Article 4.3.1

DELETE: ix. The Contractor must merge Claims histories in the case of duplicate Certificate Numbers
INSERT: ix. The Contractor must merge the complete Claims history of the Member and their associated dependants where it is determined that a Member has more than one Certificate Number.

38. All references to the Operations Ready Date (*total of 13 instances throughout the RFP*); including:

- a) Part 1 - General Information, section 1.3 Contract Period and Options
- b) Part 7 – Resulting Contract Clauses, article 7.6.1.2 a)
- c) Annex A, Statement of Work, Article 1.3.1
- d) Annex A, Statement of Work, Article 1.6 1, 1) Start-Up Phase (*2 instances*)
- e) Annex A, Statement of Work, Article 1.6 1, 2) Operations Phase
- f) Annex A, Statement of Work, Article 3.1 General Start-Up Phase Requirements (*2 instances*)
- g) Annex A, Statement of Work, Article 3.1.1 i.
- h) Annex A, Statement of Work, Article 4. Operations Phase Requirements
- i) Appendix 1 to Attachment 3.1 – Mandatory Technical Evaluation Criteria, criteria M-3.1 Integrated Schedule for Start-Up Phase, paragraphs c) and d)

- j) Appendix 2 to Attachment 3.1 – Point-Rated Technical Evaluation Criteria, criteria R-1.1 Integrated Schedule for Start-Up Phase, paragraph a)

DELETE: October 1, 2022; and
INSERT: April 1, 2023

39. At, Appendix 1 to Attachment 3.1 to Part 3, Mandatory Technical Evaluation Criteria, requirement M-3.1 Integrated Schedule for Start-Up Phase

DELETE: M-3.1 b), in its entirety; and
INSERT: b) Assume a contract award date of August 1, 2021 and a Start-Up Phase period of no longer than twenty months;

40. At Annex B Basis of Payment, article 8.1.5

DELETE: Operations Ready Date (e.g. January 1, 2023); and
INSERT: Operations Ready Date (e.g. January 1, 2024)

41. At Annex D – Insurance Requirements, article 2. b) xv.

DELETE: on behalf of Canada as an Additional Named Insured under the insurance policy; and
INSERT: on behalf of Canada as an Additional Insured or an Additional Named Insured under the insurance policy

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.