



DEPARTMENT OF HEALTH
PUERTO RICO MEDICAID PROGRAM

Puerto Rico Medicaid Program
Enterprise Objective Monitoring and Control Services
(EOMC) Vendor
Request for Proposals (RFP)

2023-PRMP-MES-EOMC-004

September 11, 2023

PO Box 70184, San Juan, PR 00936-8184

 787-765-2929 Ext. 6700

 www.salud.gov.pr/medicaid

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DEPARTMENT OF HEALTH

PUERTO RICO MEDICAID PROGRAM

2. Executive Summary

2.1. Purpose of the RFP

The Puerto Rico Department of Health (PRDoH) Puerto Rico Medicaid Program (PRMP) issues this Request for Proposal (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and outline PRMP's process for evaluating responses and selecting a vendor to provide Enterprise Objective Monitoring and Control Services (EOMC) in support of its Medicaid Enterprise System (MES). Through this RFP, PRMP seeks to procure necessary EOMC services at the most favorable and competitive prices to allow all qualified vendors an opportunity to do business with PRMP as contractors or subcontractors.

PRMP requests proposals from responsible Vendors to meet its needs. If interested and able to meet these requirements, the Commonwealth of Puerto Rico (The Commonwealth) appreciates and welcomes a proposal.

Requirements:

1. The Vendor will be required to work with PRDoH and CMS to ensure compliance with CMS standards.
2. The Vendor must use their knowledge and expertise to lead PRDoH in the development of the Center of Medicaid and Medicare System (CMS) requirements in the following areas:
 - a. Puerto Rico Enterprise Medicare System (PRMES)
 - b. Puerto Rico Medicaid Management Information System (PRMMIS)
 - c. Provider Enrollment Portal (PEP)
 - d. Eligibility and Enrollment (E&E)
 - i. System known as Medicaid Information Technology Initiative, (MEDITI3G)
 - e. The Commonwealth's Health Information Exchange (HIE)
 - f. Procurement Office
 - g. Program Integrity Unit (PIU)
 - h. Money Follows the Person (MFP)
 - i. Centralized provider enrollment and credentialing (CPEC)
3. The Vendor must have at least three (3) years of experience with Medicaid Enterprise Systems (MES) and Federal (CMS) & State Governmental requirements and documentation.
4. All the Vendor Key staff must have at least five (5) years of experience working with Medicaid and CMS.
5. Vendor must have all the liability policies.

6. Vendor's that provide services to PRMP that may represent a conflict of interest may be disqualified. Vendors that provide services that involve overseeing other services may be disqualified.

2.2. Location

The PRMP Central Office is located at:

268 Luis Muñoz Rivera Ave.
 World Plaza – 5th Floor (Suite 501)
 San Juan, Puerto Rico 00918

2.3. RFP Schedule of Events

The schedule of events for this RFP is detailed below in **Schedule of Events**. All dates after the Proposal Submission Due Date are anticipatory. PRMP may change this schedule at any time. If PRMP changes the schedule before the technical bid opening, it will do so through an announcement on the Departamento de Salud de Puerto Rico website (<https://www.salud.gov.pr/CMS/21>) and Medicaid website with the latest RFP information. The announcement will be followed by an amendment to this RFP, also available through the Departamento de Salud de Puerto Rico website. It is each prospective vendor's responsibility to check the Departamento de Salud de Puerto Rico website for current information regarding this RFP and its schedule of events through the award of the contract.

Schedule of Events

RFP Released to Public.....	9/11/2023
Notice of Intent to Respond.....	9/15/2023
Vendor's Written Questions Submission Deadline	9/18/2023
Question Responses Posted	9/22/2023
Proposal Submission Due Date	10/11/2023
Technical Bid Opening	10/12/2023
Cost Bid Opening	10/24/2023
Notice of Award	10/31/2023
Contract Award Made	11/28/2023
Contract Signature and Distribution.....	12/28/2023

The time zone within this RFP is Atlantic Standard Time (AST).

3. Procurement overview

Through this Request for Proposals (RFP), the Puerto Rico Department of Health (Department or PRDoH) is seeking competitive proposals from Enterprise Objective Monitoring Control Services vendors to provide professional services to establish and run a Medicaid Enterprise-wide Program Management Office that manages PRMES projects under the direction of the Commonwealth's

leadership the Medicaid Director and PRMP Project Lead as further detailed in the Scope of Work. It is the Department's intent to award a two (2) years contract from this procurement.

3.1. Puerto Rico's Medicaid Enterprise System (MES)

PRDoH is the State Medicaid Agency (SMA) within the Commonwealth of Puerto Rico. Within PRDoH, the PRMP is responsible for the management of the Medicaid Program and the Puerto Rico Medicaid Enterprise System (PRMES), both of which are multi-vendor, multi-agency environments. The Puerto Rico Health Insurance Administration Act (PRHIA) created the Administración de Seguros de Salud (ASES), which has a Memorandum of Understanding (MOU) with the PRMP and is responsible for contracting with, and monitoring services provided by, the Managed Care Organizations (MCOs) and other carriers.

The PRMES encompasses the Puerto Rico Medicaid Management Information System (PRMMIS), Provider Enrollment Portal (PEP), Eligibility and Enrollment (E&E) system known as Medicaid Information Technology Initiative, Third Generation (MEDITI3G), the Commonwealth's Health Information Exchange (HIE), and the staff, vendors, and interfaces supporting the PRMES.

The Department's administration of the Medicaid Program is subject to oversight from the Centers for Medicare and Medicaid Services (CMS). Policies and Procedures are found on their website: <https://www.cms.gov/Regulationsand-Guidance/Regulations-and-Guidance>.

4. General Instructions

4.1. Scope

The EOMC Vendor will provide professional services that include technical advisory and program management support. Specific activities include strategic planning and procurement, certification and compliance, program and policy management, organizational integration, security subject matter expertise, security and privacy assessments, implementation support and development support for Advanced Planning Document and MITA SS-A Annual updates. The EOMC Vendor must establish and run a Medicaid Enterprise-wide Program Management Office that manages PRMES service areas under the direction of the Commonwealth's leadership, the Medicaid Director and PRMP Lead.

The EOMC Vendor will advise on the best practices for involving agency leadership, procurement, information technology (IT) leadership, and others in the appropriate management structure(s). The EOMC Vendor will report on a day-to-day basis to the PRMP Program Manager and/or their designee and other PRMP Program Management resources.

The EOMC Vendor will support the PRMES, by providing at a minimum the following services (referred to as 'service areas' in this RFP) within the PRMES portfolio:

- Analyze policies, goals, and objectives of the program.
- Maintain PRMP up to date with federal laws, CMS and Congress requirements, federal and state policies.
- Program Organizational Structure.

- Program team responsibilities and reporting relationships.
- Program management control of scope and documentation.
- Support in procurement services.
- Assessment and mitigation.
- Implementing strategies.
- Measuring Return on investment (ROI).
- Overseeing collaboration across PRMP team.
- Defining success metrics.
- Evaluating success metrics.
- Evaluate overall program success.
- Develop strategies for continued program advancement.
- Track and evaluate overall program health.
- Governance.

4.2. Contract Duration

PRMP targets a contract start date for the EOMC Vendor in December 2023. The EOMC Vendor contract will be a base of two (2) years with two (2) optional one-year extensions (potential for four (4) year's total). During the optional years, PRMP may execute contracts for EOMC services that span one or multiple months. Contract award is contingent upon CMS and PRDoH approval of the contract and associated funding over the contract term. PRMP anticipates the need to execute contract amendments up through the close of the contract or up through the time the contract is terminated (whichever is sooner). Each contract amendment would be reflective solely of those costs detailed within the proposal response unless otherwise approved by PRDoH.

4.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the vendor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or local (Puerto Rico) laws. The vendor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

4.4. RFP Communications

PRMP has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

2023-PRMP-MES-EOMC-004

Unauthorized contact about this RFP with employees or officials of Puerto Rico except as detailed below may result in disqualification from consideration under this procurement process.

Vendors must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator using the email address for all solicitation communications:

elizabeth.otero@salud.pr.gov

Only PRMP's official written responses and communications with vendors are binding with regards to this RFP. Oral communications between a PRMP official and one or more vendors are unofficial and nonbinding.

Vendors must help ensure that PRMP receives all questions and comments via email, including questions and requests for clarification, no later than the questions submission deadline detailed in **RFP Schedule of Events**.

Vendors must assume the risk of the method of dispatching any communication or response to PRMP. PRMP assumes no responsibility for delays or delivery failures resulting from the vendor's method of dispatch. Actual or digital "postmarking" of a communication or response to PRMP by a specified deadline is not a substitute for PRMP's actual receipt of a communication or response.

PRMP reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, internet posting, or any other means deemed reasonable by PRMP.

PRMP reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. PRMP's official, written responses will constitute an amendment of this RFP.

Any data or factual information provided by PRMP (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. PRMP will make reasonable efforts to help ensure the accuracy of such data or information; however, the vendor is obliged to independently verify any data or information provided by PRMP. PRMP expressly disclaims the accuracy of any information or data that it provides to vendors.

Vendors with a handicap or disability may receive accommodations relating to the communication of this RFP and participation in the RFP process. Vendors may contact elizabeth.otero@salud.pr.gov to request such reasonable accommodation.

4.5. Administrative and Judicial Review Process

Any person or party adversely affected or aggrieved by an award made regarding this Request for Proposal proceeding may, according to 3 L.P.R.A. § 9659, file a motion for reconsideration with the Puerto Rico Department of Health (PRDoH), within a term of ten (10) days from the date of the notification of the award. The-PRDoH must consider the motion for reconsideration within ten (10) business days of being filed. If any determination is made in its consideration, the term to request the appeal for judicial review will begin from the date on which a copy of the notification

of the decision of the PRDoH is filed on record, according to the case, resolving the motion for reconsideration. If the filing date of the copy of the notification of the decision is different from that of the deposit in the ordinary mail or the sending by electronic means of said notification, the term will be calculated from the date of the deposit in the ordinary mail or sending by electronic means, as appropriate. If the PRDoH fails to take any action in relation to the motion for reconsideration within ten (10) days of its filing, it shall be understood that the motion was denied outright, and the time to request judicial review shall start to run from said date.

If the PRDoH accepts the reconsideration request within the term provided, it must issue the reconsideration decision or resolution within thirty (30) days following the filing of the motion for reconsideration. If the PRDoH accepts the motion for reconsideration but fails to take any action in relation to the motion within thirty (30) days of its filing, it will lose its jurisdiction and the term to request the judicial review will begin from the expiration of said term of thirty (30) days. The Department of Health may extend said term only once, for an additional period of fifteen (15) days.

Any person or party adversely affected by a final reconsideration decision or resolution may file a petition for review with the Puerto Rico Court of Appeals within a term of twenty (20) business days of such final decision or determination being filed. See 3 L.P.R.A § 9672.

The mere presentation of a motion for reconsideration does not have the effect of preventing the PRMP from continuing with the procurement process intended within this Request for Proposal.

Challenges must be submitted using the form and according to the instructions in **Attachment D: Terms for Filing a Review** of this RFP and shall be considered waived and invalid if the objection has not been submitted as instructed in **Attachment D**.

4.6. Notice of Intent to Respond

Vendors should submit to elizabeth.otero@salud.pr.gov a Notice of Intent to Respond (in the form of a simple email or other written communication). Such notice should include the following information:

- The business or individual's name (as appropriate).
- A contact person's name and title.
- The contact person's mailing address, telephone number, facsimile number, and email address.

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response; however, it is helpful to facilitate communications of any RFP amendments or other notices and communications relating to this RFP. Regardless of the submission of a Notice of Intent to Respond, vendors are responsible for monitoring the official posting site of the RFP for any amendments or notifications that are posted.

4.7. Proposal Submission

A vendor must help ensure that PRMP receives a response no later than the submission deadline time and date detailed in **RFP Schedule of Events**. PRMP will not accept late responses, and a

vendor's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the vendor to ascertain any additional security requirements with respect to packaging and delivery to PRMP. Vendors should be mindful of any potential delays due to security screening, weather, mail delays, pandemic restrictions, and orders of stay or other filing delays whether foreseeable or unforeseeable.

4.8. Amendments to the RFP

PRMP, at its sole discretion, may amend this RFP in writing at any time prior to contract award. However, prior, to any such amendment, PRMP will consider whether it would negatively impact the ability of potential vendors to meet the submission deadline and revise the **RFP Schedule of Events** if deemed appropriate. If an RFP amendment is issued, PRMP will convey it to vendors who submitted a Notice of Intent to Respond. A response must address the final RFP (including its attachments) as amended.

4.9. RFP Cancellation

PRMP reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations at any given time.

4.10. PRMP Right of Rejection

Subject to applicable laws and regulations, PRMP reserves the right to reject, at its sole discretion, any and all responses. PRMP may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, PRMP reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If PRMP waives variances in a response, such waiver shall not modify the RFP requirements or excuse the vendor from full compliance, and PRMP may hold any resulting vendor to strict compliance with this RFP.

4.11. Proposal Submittal and Instructions

4.11.1. Economy of Preparation

Proposals should be prepared simply and economically providing a concise description of the items requested within this RFP. Emphasis should be placed on completeness and clarity of the content.

4.11.2. Incurring Cost

Neither PRMP nor any of its employees or officers shall be held liable for any expenses incurred by any vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

4.11.3. Proposal Format

These instructions describe the required format for a vendor's bid proposal. The vendor may include any additional information it believes is relevant. The vendor should leverage the format, contents, and structure in the RFP attachments. Moreover, the structure of each attachment

provides the vendor with a template for an in-line response to the RFP. At times, the use of Microsoft Excel will be necessary in order to respond. An identifiable tab sheet should precede each section of the proposal, and each proposal should follow the format outlined below. All pages, except preprinted technical inserts, should be sequentially numbered.

The vendor should include the following information in the attachments:

- A response to any applicable section of the RFP narrative.
- A response to any content requested within the attachments/response templates.

Each proposal should include a response to every request for information in this RFP whether the request requires a simple "yes" or "no" or requires a detailed explanation. When a detailed response is required, simply repeating the RFP's requirement and agreeing to comply may not be an acceptable response and may cause the proposal to be disqualified.

- The mandatory requirements must be met by the vendor as a part of the submitted proposal. As detailed in **Attachment E: Mandatory Requirements** the mandatory requirements must be met by the vendor as a part of the submitted proposal. Failure on the part of the vendor to meet any of the mandatory requirements may result in disqualification of the proposal, at the sole discretion of PRMP. **Mandatory requirements are not scored but are reviewed on a "pass" or "fail" basis.**

Vendors are advised to limit marketing statements and positioning to the area(s) of the RFP applicable to those statement(s) and not include duplicative or otherwise repetitive statements throughout their responses. The vendor's in-line responses, inclusive of the text of PRMP's specifications, should not exceed the page count noted in each Attachment and should overall be limited to the minimum number of pages needed to respond. Vendors must choose a similarly sized typeface (generally 11 point for text and nine point for tables) for PRMP's requirements and not utilize smaller than nine point fonts to work within this page limit restriction. The page limit counts the front and back of each sheet as separate pages. This page limit will not apply to the following RFP components:

- **Attachment C: Vendor Qualifications & Experience**, the following sections only:
 - ✓ Section 4: Business Disputes
- **Attachment D: Organization and Staffing**, the following section only:
 - ✓ Section 3: Resumes and References

Each proposal should contain the following tabbed sections outlined below in the in-line response. In general, where assumptions are noted, vendors are permitted to add a section to the attachments templates that allow for assumptions to be noted. Assumptions should not be provided instead of exceptions.

Vendor responses should be sure to address both sections noted below in Table as well as those sections' related subsections noted in the RFP.

Table 1: Expected Proposal Sections and Content Structure

Proposal Section	Response Template/Contents
Cost Proposal	Attachment A: Cost Proposal
Contents:	<ul style="list-style-type: none"> ▪ Microsoft Excel® workbook: Attachment A
Technical Proposal	Attachment B: Title Page, Vendor Information, Executive Summary, Subcontractor Letters, and Table of Contents
Contents:	<ul style="list-style-type: none"> ▪ Title Page ▪ Vendor Information ▪ Executive Summary ▪ Subcontractor Letters ▪ Table of Contents ▪ Disclosure of Response Contents
Technical Proposal	Attachment C: Vendor Qualifications and Experience
Contents:	<ul style="list-style-type: none"> ▪ Organization Overview ▪ Mandatory Qualifications ▪ Existing Business Relationships with Puerto Rico ▪ Business Disputes ▪ References
Technical Proposal	Attachment D: Organization and Staffing
Contents:	<ul style="list-style-type: none"> ▪ Initial Staffing Plan ▪ Use of PRMP Staff ▪ Key Staff, Resumes, and References
Technical Proposal	Attachment E: Mandatory Requirements
Contents:	<ul style="list-style-type: none"> ▪ Mandatory Requirements Attestation
Technical Proposal	Attachment F: Response to Statement of Work
Contents	<ul style="list-style-type: none"> ▪ Scope and Requirements Management and Expertise approach. ▪ Medicaid knowledge and experience. ▪ Service Areas knowledge and experience. ▪ Staffing approach. ▪ Management approach. ▪ Security approach. ▪ Transition approach.

Proposal Section	Response Template/Contents
Technical Proposal	Attachment G: Terms and Conditions Response
Contents	<ul style="list-style-type: none"> ▪ Title Page ▪ RFP Terms and Conditions ▪ Customary Terms and Conditions ▪ Mandatory Requirements and Terms ▪ Commercial Materials ▪ Exceptions (if applicable)

4.11.4. Two-Part Submission

Vendors should submit proposals in two distinct parts: technical and cost. Technical proposals should not contain any cost information relating to the services. Cost proposals should contain all cost information and should be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening. In addition to printed copies of the technical and cost proposals, the vendor should submit **two (2) electronic copies of their technical proposal (PDF and Microsoft Excel, as appropriate) and cost proposal (Microsoft Excel)**. Please submit separate USBs or other electronic media for both the technical and cost proposals for a total of four (4) USBs (two technical proposals and two cost proposals). Please submit two (2) printed copies of both the technical and cost proposals and be sure the technical and cost proposals are packaged separately.

Proposals should be submitted to the address below:

**Puerto Rico Department of Health
 Medicaid Program, ATTN: Elizabeth Otero Martinez
 268 Luis Muñoz Rivera Ave.
 World Plaza – 5th Floor (Suite 501)
 San Juan, Puerto Rico 00918**

4.11.5. Response Reference

The vendor’s response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.

4.12. Changes to Proposals

A vendor is responsible for any, and all response errors and/or omissions. A vendor is not allowed to alter or revise response documents after the submission deadline date and time detailed in **RFP Schedule of Events**.

4.13. Withdrawal of Proposals

A vendor may withdraw a submitted response at any time before the submission deadline date and time detailed in **RFP Schedule of Events** by submitting a written request signed by an authorized vendor representative. After withdrawing a response, a vendor may submit another response at any time before the submission deadline. After the submission deadline, a vendor may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the vendor.

4.14. Multiple Proposals

A vendor must not submit multiple responses in different forms and or scopes and cannot submit separate bids as a principal or subcontractor.

5. Statement of Work (SOW)

5.1. Services Required

The EOMC Vendor will act as the Program Management services provider for PRMP on assigned areas within the MES portfolio. The EOMC Vendor is responsible for implementing and maintaining Program Management standards, processes, and tools for each assigned area to them by PRMP. PRMP expects the EOMC vendor to execute assignments in a manner that is consistent with best practice processes defined by the PgMO.

The EOMC Vendor is an important piece of the Puerto Rico Medicaid Enterprise and as such, all work and work products completed by the EOMC Vendor will require significant collaboration with PRMP and others.

The EOMC Vendor will perform all needed Program Management tasks as shown in the sections below for each area assigned. As part of these tasks, the EOMC Vendor will be responsible for the creation and support of all deliverables. All tasks and work products must be compatible with PRMP's program management approach and with applicable implementation vendor tasks and work products. The EOMC Vendor must be able to produce specific documents in both languages (English and Spanish), at PRMP's request.

The Vendor must use their knowledge and expertise to lead PRDoH in the development of the Center of Medicaid and Medicare System (CMS) requirements to support the following PRMP areas:

- Puerto Rico Enterprise Medicare System (PRMES)
- Puerto Rico Medicaid Management Information System (PRMMIS)
- Provider Enrollment Portal (PEP)
- Eligibility and Enrollment (E&E)
- System known as Medicaid Information Technology Initiative, (MEDITI3G)
- The Commonwealth's Health Information Exchange (HIE)
- Procurement Office
- Program Integrity Unit (PIU)
- Money Follow the Person Grant (MFP)
- Centralized provider enrollment and credentialing (CPEC)

5.2. Support Services Areas:

5.2.1. Procurement Support Service Area

Administrative Order 535 establishes that all services over \$150,000 must go through a procurement process.

The EOMC Vendor will support the procurement office, when a procurement need is identified, PRMP will meet with the EOMC Vendor to determine the desired approach to the procurement. The approach includes, but is not limited to RFP's, RFQ's, RFO's, RFI's, Cooperative Agreements and Sole Source.

5.2.2. Advance Planning Documents Support Service Area

States submit Advance Planning Documents (APD's) to receive enhanced federal funding to support their eligibility and enrollment or information technology systems. Centers of Medicare and Medicaid Systems (CMS) reviews states APD submissions to make sure they comply with the Social Security Act and other related regulations. CMS must approve, disapprove or issue a formal request for additional information.

The EOMC Vendor will work with PRDoH and PRMP to support the facilitation, development, monitoring and tracking of APDs and APD related activities.

5.2.3. MITA SS-A Support Service Area

The MITA Initiative defines the boundaries of the Medicaid Enterprise and the MITA missions, goals, and objectives. The MITA Initiative also defines guiding principles and key technical architecture features to apply to the Medicaid Enterprise. States are required under 42 C.F.R. 433.112 (b) (11) and 433.116 (b), (c), and (i) and CMS guidance issued in 2014, to submit a MITA SS-A report as an eligibility requirement when requesting enhanced federal matching for their MES expenditures.

The EOMC Vendor will support PRMP to develop and complete the annual MITA-SS Report. It will support PRMP by:

- Making recommendations for standards to be adopted.
- Provide strategic direction and tactical oversight.
- Update the framework and communicate key changes.
- Solicit and incorporate feedback from stakeholders.

5.2.4. MES Streamline Modular Certification (SMC) Support Service Area (MES Outcomes-Based Certification (OBC) Support)

Business outcomes will require agencies to engage business and operations units at the earliest possible point of the project development process to define the program goals. With the introduction of Streamline Modular Certification (SMC), CMS moves further toward Outcomes-Based Certification (OBC) for MES and provides more consistency and accountability in CMS's certification process to promote effective stewardship of federal funds.

SMC introduces a new set of elements:

- CMS-Required Outcomes are based on statutory or regulatory requirements and provide a baseline for what is required of a MES.
- State-Specific Outcomes are developed by states and should be measurable, achievable, and reflect the short-term goals of the MES project.
- Metrics provide measurable evidence that the outcomes are achieved on an ongoing basis. States are required to report on the system's performance to CMS as a condition for receiving enhanced funding.

CMS has developed a streamlined, outcomes-based approach to Electronic Visit Verification (EVV) certification. This approach focuses on achieving business outcomes embodied in the Cures Act and is intended to reduce the certification burden on states. In doing so, CMS aims to

ensure that systems receiving Federal Financial Participation (FFP) are meeting the business needs of states and of CMS. EVV certification is structured around the following elements:

- Outcome statements. These describe the desired results once the system is implemented. CMS-provided outcomes are based on the Cures Act.
- Evaluation criteria and required evidence. These correspond to outcome statements and are used by a state and CMS to evaluate the system's functionality and its compliance with laws, regulations, and industry good practices.
- Key performance indicators (KPIs). These metrics support the outcome statements and are used to track the performance of the system over time.

The EOMC Vendor will support PRMP with achieving and maintaining compliance with federal guidance and requirements for MES implementations, operations, certifications, and federal audits through MES SMC Support, PRMMIS, MEDITI3G, and MMIS Phase III Security Audits and PERM Compliance and Implementation Support.

5.2.5. Payment error rate measure (PERM) Compliance and Implementation Support Service Area

The purpose of the PERM program is to produce a national-level improper payment rate for Medicaid in order to comply with the requirements of IPERIA. The PERM program estimates improper payment rates for the Medicaid program by reviewing the FFS, managed care, and eligibility components of Medicaid in the FY under review. It is important to note that the PERM improper payment rate is not a "fraud rate" but simply a measurement of payments made that did not meet statutory, regulatory, or administrative requirements.

The EOMC vendor will provide support to PERM to help ensure compliance, readiness for a successful completion. It will support PRMP demonstrating compliance with federal regulations.

5.2.6 Integrated MES Program Management (IMES) Support Service Area

The EOMC vendor will support PRMP, by providing new tools and Program Management practice plans to improve PgMO capabilities such as outcomes, risks and issues and program level management. The EOMC vendor will support PRMP, advising on how to improve the level of maturity of processes.

5.2.7. Spenddown Implementation Support Service Area

The EOMC Vendor will provide support of PRMP's spenddown program development and implementation efforts. It will continue supporting PRMP by performing a gap analysis, conducting assessment on compliance to CMS.

5.2.8. State Plan Amendments (SPA) Support Service Area

Medicaid state plan is an agreement between a state and the Federal government describing how that state administers its Medicaid programs. It gives an assurance that a state will abide by Federal rules and may claim Federal matching funds for its program activities. The state plan sets out groups of individuals to be covered, services to be provided, methodologies for providers to be reimbursed and the administrative activities that are underway in the state. When a state is planning to make a change to its program policies or operational approach, states send state plan

amendments (SPAs) to the Centers for Medicare & Medicaid Services (CMS) for review and approval. States also submit SPAs to request permissible program changes, make corrections, or update their Medicaid state plan with new information.

The EOMC Vendor will support PRMP in developing Medicaid SPA's, tracking and analyzing federal guidance, policy changes, and comparing the Medicaid State Plan with the PRMP's systems and operations.

5.2.9. Money Follows the Person (MFP) Implementation Planning Support Service Area

The Money Follows the Person goals are to increase the use of home and community-based services and reduce the use of institutionally-based services, eliminate barriers in state law Medicaid plans and state budgets that restrict the use of Medicaid funds to enable Medicaid eligible individuals to receive support for appropriate and necessary long term services and supports in the settings of their choice, strengthen the ability of Medicaid programs to provide HCBS to people who choose to transition out of institutions and put procedures in place to provide quality assurance.

The EOMC Vendor will support by filling in gaps of expertise and provide recommendations for the LTSS Needs Assessment and Implementation Planning activities as needed/requested.

5.2.10. Policy updates Support Service Area

The EOMC Vendor will support PRMP with maintaining PRMP staff up to date by monitoring and tracking changes of policies and procedures based on statutes, regulations, guidelines, and laws. Processes and changes of Medicaid in other states, any relevant information that will have any impact on PRMP.

5.2.11. Other EOMC Support Service Areas

The EOMC vendor will help identify additional needs for support that might not be fully defined at the time.

6. Required Terms and Conditions

A draft contract is provided in **Appendix 3: Proforma Contract Draft**, and it details PRMP's non-negotiable terms and conditions, including tax requirements with which the selected vendor must comply in Puerto Rico, as well as:

- Scope of Service
- Contract Period
- Payment Terms

The Proforma contract represents an example of the contract document that the successful vendor must sign.

7. Evaluation of Proposals

7.1 Rejection of Proposals

Subject to applicable laws and regulations, PRMP reserves the right to reject, at its sole discretion, any or all responses. PRMP will reject any response that does not meet the mandatory requirements listed in **Attachment E: Mandatory Requirements**.

PRMP may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, PRMP reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If PRMP waives variances in a response, such waiver shall not modify the RFP requirements or excuse the vendor from full compliance, and PRMP may hold any resulting vendor to strict compliance with this RFP.

7.2 Cost Scoring Formula

Each cost proposal will be scored by using each of the following formulas for vendors who are selected to move forward to cost proposal evaluations (see Attachment A):

Firm Fixed Fee for EOMC

Price Score = (Lowest price of all proposals) / (Price of proposal being evaluated) X 150

Average Hourly Cost

Price Score = (Lowest price of all proposals) / (Price of proposal being evaluated) X 150

7.3 Evaluation Process

Proposals will be evaluated in two (2) parts by a committee of five (5) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. After the evaluation of technical proposals, the evaluation committee will identify those proposals with the highest technical scores and will move these proposals forward to the second part of the RFP evaluation, the cost proposal. The number of proposals that the evaluation committee moves forward from technical evaluations to cost evaluations will be relative to the total number of proposals submitted. Those proposals that are not moved forward from technical evaluations will not have their cost proposals scored. The evaluation committee reserves the right to revisit proposals if a technical and/or cost deficiency is discovered during the course of the evaluation.

The vendor who demonstrates that it meets all of the mandatory requirements, is selected to move forward to cost evaluations, and attains the highest overall point score of all vendors shall be awarded the Contract.

7.4 Evaluation Criteria

Proposals will be evaluated based on criteria in the solicitation and information contained in the proposals submitted in response to the solicitation. Proposals will be initially screened to assess whether the proposal meets or exceeds the Mandatory Requirements listed in **Attachment E: Mandatory Requirements**. Proposals passing the initial review will then be eligible to be evaluated and scored across five (5) global criteria, with each receiving a percentage of the overall total (1,050) points if oral presentations are requested. The technical evaluation will be based upon the point allocations designated below for a total of 750 of the 1,000 points. Cost represents 300 of the 1,050 total points.

If oral presentations are not held, the technical evaluation will be based upon the point allocations of the remainder of the criteria for a total of 700 of 1,000 total points. Cost will remain 300 of the 1,000 total points.

Table 2: Scoring Allocations

Scoring Area	Points Allocated
Global Criterion 1: Vendor Qualifications and Experience	150 Points Possible
Global Criterion 2: Organization and Staffing	250 Points Possible
Global Criterion 3: Approach to Statement of Work	300 Points Possible
Global Criterion 4: Orals Presentations (If Held)	50 Points Possible
Global Criterion 5: Cost Proposal	300 Points Possible
Total Points Possible if Oral Presentations are Requested	1,050 Points
Total Points Possible if No Oral Presentations are Requested	1,000 Points

7.5 Clarifications and Corrections

If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the proposal evaluation team will review the response. The team may decide to, at its sole discretion:

- Determine that the response adequately meets RFP requirements for further evaluation.
- Request clarifications or corrections for consideration before further evaluation.
- Determine the response to be non-responsive to the RFP and reject it.

7.6 Failure to Meet Mandatory Requirements

Vendors must meet all mandatory requirements for the rest of their proposal to be scored against the technical requirements of this RFP. Proposals failing to meet one or more mandatory requirements of this RFP may be disqualified and may not have the remainder of their technical or cost proposals evaluated.

7.7 Technical Bid Opening and Evaluation

At the technical bid opening, PRMP will open and announce the technical proposals received before the bid opening deadline. Once opened, the technical proposals will be provided to the evaluation committee for technical evaluation. The evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to PRMP detailing which proposals should move forward to cost proposal evaluations. Technical proposals will be posted for public inspection after technical and cost evaluations are complete, and the Notice of Intent to Award has been posted.

7.8 Cost Bid Opening and Evaluation

All cost bids received will be opened. Cost bids for disqualified proposals or proposals that were otherwise not selected to move forward to cost evaluations will be opened for record-keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the evaluation committee for cost evaluation.

PRMP reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

The evaluation committee will review the cost proposals, assign points, and make a final recommendation to PRMP.

7.9 Requests for More Information

PRMP may request oral presentations of vendors participating in the RFP process. See **RFP Schedule of Events** for details on the timing of oral presentations. During oral presentations, vendors may not alter or add to their submitted proposal but only clarify information. Oral presentations will be the opportunity for the vendor to demonstrate its understanding of meeting the goals and objectives of the RFP. A description of the materials and information to be presented will be provided before the oral presentations.

Oral presentations may be held using virtual platforms like Microsoft Teams or Zoom due to social distance and space limitations.

If the meeting is held on-premises, vendors should expect it to be held at:

**Puerto Rico Department of Health
Medicaid Program
268 Luis Muñoz Rivera Ave.
World Plaza – 5th Floor (Suite 501)
San Juan, Puerto Rico 00918**

The vendor should be prepared to coordinate any connectivity needs for its oral presentation before the oral presentation, if required.

7.10 Reference Checks

PRMP may conduct reference checks to verify and validate the past performance of the vendor and its proposed subcontractors. Refer to Table 8: Vendor References in **Attachment C: Vendor Qualifications and Experience** for the list of vendor references.

8. Award of Contract

This section provides the vendor with information on the process for contract award, the process for contract clarification and negotiations, the disclosure of responses to the public, and failure to negotiate.

8.1 Clarifications and Negotiations

PRMP reserves the right to award a contract based on initial responses received; therefore, each response shall contain the vendor's best terms and conditions from a technical and cost standpoint. PRMP reserves the right to conduct clarifications or negotiations with one or more vendors. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

8.2 Cost Negotiations

PRMP reserves the right to award a contract based on initial responses received; therefore, each response shall contain the vendor's best terms and conditions from a technical and cost standpoint. PRMP reserves the right to conduct clarifications or negotiations with one or more vendors. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

8.3 Contract Negotiations

PRMP may elect to negotiate with one or more vendors by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. PRMP reserves the right to conduct multiple negotiation rounds or no negotiations at all.

8.4 Failure to Negotiate

If PRMP determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best-evaluated vendor, then PRMP reserves the right to bypass the apparent best-ranked vendor and enter into terms and conditions contract negotiations with the next apparent best-ranked vendor.

8.5 Contract Award Process

The Solicitation Coordinator will submit the proposal evaluation committee determinations and scores to the PRMP Executive Director for consideration along with any other relevant information that might be available and pertinent to the contract award.

The PRMP Executive Director will review the apparent best-ranked evaluated vendor. If the PRMP Executive Director determines that PRMP is going to award the contract to a vendor other than the one receiving the highest evaluation process score, then the Executive Director will provide written justification and obtain the written approval of the PRDoH Secretary.

After identification of the awarded vendor, the Evaluation Committee will issue a Notice of Award, identifying the apparent best-ranked response and make the RFP files available for public inspection at the time and date specified in **RFP Schedule of Events**.

The Notice of Award shall not create rights, interests, or claims of entitlement in either the apparent best-ranked vendor or any other vendor.

The vendor identified as offering the apparent best-ranked response must sign a contract drawn by PRMP pursuant to this RFP. The contract shall be similar to that detailed within **Appendix 3: Proforma Contract Draft**. The vendor must sign the contract by the contract signature deadline detailed in **RFP Schedule of Events**. If the vendor fails to provide the signed contract by this deadline, PRMP may determine that the vendor is non-responsive to this RFP and reject the response.

Notwithstanding the foregoing, PRMP may, at its sole discretion, entertain limited terms and conditions or pricing negotiations before contract signing and, as a result, revise the contract terms and conditions or performance requirements in PRMP's best interests, provided that such revision of terms and conditions or performance requirements shall not materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

If PRMP determines that a response is non-responsive and rejects it after opening cost proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive cost proposal to determine (or re-determine) the apparent best-ranked response.

8.6 Contract Approval and Contract Payments

After contract award, the vendor who is awarded the contract must submit all appropriate documentation with the PRDoH contract office.

This RFP and its vendor selection process do not obligate PRMP and do not create rights, interests, or claims of entitlement in either the vendor with the apparent best-evaluated response or any other vendor. PRMP obligations pursuant to a contract award shall commence only after the contract is signed by PRMP's agency head and the vendor and after the contract is approved by all other PRMP officials as required by applicable laws and regulations including the Fiscal Oversight Management Board (FOMB), if applicable.

No payment will be obligated or made until the relevant contract is approved as required by applicable statutes and rules of Puerto Rico, is registered with the Comptroller's Office and distributed by the Contract Office of PRDoH.

PRMP shall not be liable for payment of any type associated with the contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the vendor, even goods delivered, or services rendered in good faith and even if the vendor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the contract effective date or after the contract term.

All payments in relation to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP.

8.7 Performance

Upon request of the Commonwealth, the vendor shall meet to discuss performance or provide contract performance updates to help ensure the proper performance of this contract. The Commonwealth may consider the vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, whether to suspend the vendor from doing future business with the Commonwealth for a specified period, or whether the vendor can be considered responsible on specific future contract opportunities.

Time is of the essence with respect to the vendor's performance of this contract. The vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the Commonwealth.

The Service-Level Agreements (SLAs) and Performance Standards contained herein cover the SOW stipulated in this RFP and the resulting Contract. The vendor should consistently meet or exceed performance specifications classified as SLAs between the vendor and PRMP, and are subject to specific requirements, identified in **Appendix 1: Service Level Agreements (SLAs) and Performance Standards**. This section of the RFP contains expectations related to SLAs and implications of meeting versus failing to meet the SLAs, as applicable. In addition, this section contains minimum service levels required for the duration of the Contract.

SLAs and associated Key Performance Indicators (KPIs) may be added or adjusted by mutual agreement during the term of the Contract to align with business objectives, organizational objectives, and technological changes. The vendor will not be liable for any failed SLAs caused by circumstances beyond its control and that could not be avoided or mitigated through the exercise of prudence and ordinary care, provided that the vendor immediately notifies PRMP in writing, takes all steps necessary to minimize the effect of such circumstances, and resumes its performance of the services in accordance with the SLAs as soon as possible.

The vendor should deduct any amount due as a result of the SLAs from their payments, and those deductions should be made from the invoice total dollar amount. Each invoice should also be accompanied by an SLA Report detailing the status of SLAs and those SLAs that were triggered within the invoice period. Each invoice should detail the total invoice amount, the amount deducted due to the associated contract remedy, and the final invoice amount less the contract remedy. PRMP reserves the right to seek any other remedies under the Contract.

8.8 Travel

PRDoH will not compensate the Vendor for expenses related to travel, lodging, or meals.

8.9 Facilities Access

PRDoH will not provide the EOMC Vendor with an office.

9. Attachments

9.1 Attachment A: Cost Proposal

Instructions: Attachment A: Cost Proposal is a Microsoft Excel spreadsheet that includes instructions for vendors to submit a Cost Proposal. Vendors may not reformat PRMP's Cost Workbook. The Cost Proposal must be submitted separately from the Technical Proposal. **Be advised, PRMP may reject any proposal with a Cost Workbook that is reformatted and/or not separately sealed.**

The vendor's cost proposal should provide sufficiently detailed information to allow PRMP to assess the reasonableness of the vendor's cost for each defined component of the project. The vendor's Cost Proposal should be inclusive and complete for each area identified in **Attachment A: Cost Proposal – Cost Workbook** and for the assignments overall.

For the purposes of evaluation of the Cost Workbook, the vendor should complete the Cost Proposal assuming that they will staff and run the assignments for the service areas included in the Scope of Work.

The vendor must also provide a rate card (provided in the Cost Workbook) that will be used as a basis for assignment of additional EOMC services.

Vendors should note that PRMP's goal is to compare the total cost to deliver the scopes of work that may result from the contract awarded from this RFP. Therefore, all Cost Proposals will be evaluated based on a proposed cost and average hourly cost basis.

Costs that are not specified by the vendor in the Cost Workbook will not be considered nor allowable. All assumptions regarding the vendor's Cost Proposal should be included in the identified tab in **Attachment A: Cost Proposal – Cost Workbook**.

For more details and instructions on the Cost Proposal, please refer to the **Attachment A: Cost Proposal – Cost Workbook** Microsoft Excel spreadsheet.

9.2 Attachment B: Title Page, Vendor Information, Executive Summary, Subcontractor Letters, and Table of Contents

This section will provide instructions to vendors on what to include for the title page, vendor information, executive summary, how to include subcontractor letters, and table of contents.

1. Title Page

The vendor should include a title page stating the vendor's intent to bid for this RFP. The vendor's response should include a Title Page; Table of Contents; Executive Summary; and vendor contact and location information.

The vendor should include the following cover letter, signed in blue ink by an authorized signatory legally binding the vendor and include it in the labeled "Original Proposal."

The vendor should provide the following information regarding the person responsible for completing of the vendor response. This person should also be the person PRMP should contact for questions and/or clarifications.

Name	_____	Phone	_____
Address	_____	Fax	_____
	_____	Email	_____
	_____		_____

Subject to acceptance by PRMP, the vendor acknowledges that by submitting a response and signing in the space indicated below, the vendor is submitting a formal offer to meet that which is being requested within this RFP.

Failure to sign the Submission Cover Sheet or signing it with a false statement shall void the submitted response or any resulting contracts.

_____ / _____

Original signature of Signatory Authorized to Legally Bind the Company / **Date**

Name (Typed or Printed)

Title

Company Name

Physical Address

State of Incorporation

By signature hereon, the vendor certifies that:

1. All statements and information prepared and submitted in response to this RFP are current, complete, and accurate.
2. The vendor's response meets the requirement of this RFP.
3. The vendor will comply with all federal and Commonwealth laws, rules, and regulations that are in force currently or anytime during the term of a resulting contract.
4. The vendor acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of Puerto Rico. PRMP will hold "confidential" all response information, including both technical and cost information, during the evaluation process, except for the questions and answers before the submittal of proposals. All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded in accordance with the laws of Puerto Rico.
5. The company represented here is an authorized dealer in good standing of the products and services included in this response.
6. The vendor, any subcontracting partners, and its proposed resources are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; are in compliance with the Commonwealth's statutes and rules relating to procurement; and are not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://sam.gov/content/home>.
7. Prior to award, the vendor affirms it will have all current approvals, licenses, or other qualifications needed to conduct business in Puerto Rico.

2. Vendor Information

The vendor should complete the following information in the subsections below:

- Primary point of contact for any questions pertaining to the vendor's payment address.
- Address to which PRMP should send legal notices for any potential future agreements.

2.1 Payment Address

In the table below, the vendor should provide the name, title, and address to which PRMP should direct payments for the goods and services within this RFP.

Table 3: Payment Information

Payment Information:			
Name:		Title:	
Address:			
City, State, and Zip Code:			
Phone:		Fax:	
Email:			

2.2 Legal Notice Address

In the table below, the vendor should provide the name, title, and address to which PRMP should send legal notices.

Table 4: Legal Notice Information

Legal Notice Information			
Name:		Title:	
Address:			
City, State, and Zip Code:			
Phone:		Fax:	
Email:			

3. Executive Summary

This section should be a brief (one [1] to three [3] page) summary of the key aspects of the vendor’s Technical Proposal. The Executive Summary should include an overview of the vendor’s qualifications, approach to delivering the goods and services described in the RFP; time frame for delivering the goods and services; the proposed team; and the key advantage(s) of the vendor’s proposal to PRMP.

<Response>

4. Subcontractor Letters (If Applicable)

If applicable, for each proposed subcontractor the vendor should attach to **Attachment B: Title Page, Executive Summary, Subcontractor Letters, and Table of Contents** a letter from the subcontractor, signed in blue ink by an authorized signatory legally binding the subcontractor, which includes the following information:

- The subcontractor's legal status, federal tax identification number, DUNS number, and principal place of business address.
- The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations.
- A description of the work the subcontractor will perform.
- A statement of the subcontractor's commitment to performing the work if the vendor is selected.
- A statement that the subcontractor has read and understands the RFP and will comply with the requirements of the RFP.
- A statement that the subcontractor will maintain any permits, licenses, and certifications requirements to perform its portion of the work.

<Response>

5. Table of Contents

This section should contain a table of contents. The table of contents should include all parts of the proposal, including response forms, and attachments, identified by section and page number. The Table of Contents should also include a Table of Tables, Table of Figures, etc.

<Response>

6. Disclosure of Response Contents

All vendors, selected for negotiation by PRMP, will be given equivalent information concerning cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, PRMP may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual vendor pricing. During target price negotiations, vendors are not obligated to reduce their pricing to target prices, but no vendor is allowed to increase prices.

All materials submitted to PRMP in response to this RFP shall become the property of the Government of Puerto Rico. Selection or rejection of a response does not affect this right. By submitting a response, a vendor acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of Puerto Rico. If a vendor determines there is a "Trade Secret" contained in the proposal, the vendor must send a written notification to the Solicitation Coordinator when submitting the proposal to prevent public disclosure of the "Trade Secret." A redacted version of the technical proposal must be provided to PRMP at the time of proposal submission if there are "trade secrets" the proposing Vendor wishes to not be made public.

A redacted proposal should be provided separately from the technical and cost envelopes and should be in addition to (not in place of) the actual technical or cost proposal. PRMP will keep all response information confidential, including both technical and cost information, during the evaluation process, except for the questions and answers before the submittal of proposals.

Upon completion of response evaluations, indicated by public release of a Notice of Award, the responses, and associated materials will be open for review on the website or at an alternative location as defined by PRMP. Any trade secrets notified by the vendor to the Solicitation Coordinator will be excluded from public release.

By signing below, I certify that I have reviewed this Request for Proposal (and all of the related Amendments) in its entirety; understand the requirements, terms, and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the vendor to execute this bid or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that, to the best of my knowledge, the vendor has properly registered with any Puerto Rico agency that may require registration.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

9.3 Attachment C: Vendor Qualifications and Experience

This section will provide instructions to vendors to complete information required for the organizational overview, corporate background, experience in the public sector, and certifications.

1. Organization Overview

This section of the vendor's Technical Proposal should include details of the vendor and subcontractor overview. **The vendor's Technical Proposal should include:**

- Organization overview,
- Corporate background,
- Vendor's experience in the public sector,
- Certifications.

1.1 Organization Overview

Provide all relevant information regarding the general profile of the vendor.

Vendors are NOT to change any of the pre-filled cells in the following tables.

Table 5: Vendor Overview

Vendor Overview	
Company Name	<Response>
Name of Parent Company (If Applicable)	<Response>
Industry (North American Industry Classification System [NAICS])	<Response>
Type of Legal Entity	<Response>
Company Ownership (e.g., Private/Public, Joint Venture)	<Response>
Number of Full-Time Employees	<Response>
Last Fiscal Year Company Revenue	<Response>
Last Fiscal Year Company Net Income	<Response>
Percentage of Revenue from State and Local Government	<Response>

Vendor Overview	
Clients in the United States and its territories	
Number of Years in Business	<Response>
Number of Years Vendor has been Providing the Type of Services Specified in the RFP	<Response>
Number of Employees Providing the Type of Services Specified in the RFP	<Response>
Headquarters in the United States	<Response>
Locations in the United States	<Response>

1.2 Subcontractor Overview (If Applicable)

If the proposal includes the use of subcontractor(s), provide all relevant information regarding each subcontractor. This section may be duplicated in its entirety and a page created per subcontractor included.

The vendor is not to change any of the pre-filled cells in the following tables.

Table 6: Subcontractor Overview

Subcontractor Overview	
Company Name	<Response>
Name of Parent Company (if applicable)	<Response>
Industry – North American Industry Classification System (NAICS)	<Response>
Type of Legal Entity	<Response>
Company Ownership (e.g., Private/Public, Joint Venture)	<Response>
Number of Full-Time Employees	<Response>
Last Fiscal Year Company Revenue	<Response>

Subcontractor Overview	
Last Fiscal Year Company Net Income	<Response>
Percentage of Revenue from State and Local Government Clients in the United States and its territories	<Response>
Number of Years in Business	<Response>
Number of Years Vendor Has Been Providing the Type of Services Specified in the RFP	<Response>
Number of Employees Providing the Type of Services Specified in the RFP	<Response>
Headquarters in the United States	<Response>
Locations in the United States	<Response>

2. Mandatory Qualifications

This section details the mandatory qualifications. The vendor must complete this section to demonstrate that it has the experience needed to meet the requirements in this RFP. The table below lists each mandatory qualification, the vendor must note whether it meets the qualification and provide narrative demonstrating fulfillment of the requirement. The vendor must list each experience separately and completely every time it is referenced.

Table 7: Mandatory Qualifications

Mandatory Qualification Item(s)	Vendor Meets?		Provide A Brief Narrative to Demonstrate Fulfillment of Requirement
	YES	NO	
The vendor must have at least three (3) years of experience in establishing and maintaining an office of similar size, scope, and complexity as described in this RFP.	YES	NO	<Response>
The vendor must demonstrate at least seven (7) years' experience in Medicaid and CMS.	YES	NO	<Response>

Mandatory Qualification Item(s)	Vendor Meets?		Provide A Brief Narrative to Demonstrate Fulfillment of Requirement
The vendor must include at least three (3) references from EOMC services within the last three (3) years that demonstrate the vendor's ability to perform the scope of work described in the RFP.	YES	NO	<Response>

3. Existing Business Relationships with Puerto Rico

Describe any existing or recent (within the last three [3] years) business relationships the vendor or any of its affiliates or proposed subcontractors have with PRMP, and/or Puerto Rico's municipalities.

<Response>

4. Business Disputes

Provide details of any disciplinary actions and denote any that are pending litigation or Terminated for Cause or Convenience and associated reasons. Also, denote any other administrative actions taken by any jurisdiction or person against the vendor. List and summarize all judicial or administrative proceedings involving your sourcing activities, claims of unlawful employment discrimination, and anti-trust suits in which you have been a party within the last five (5) years. If the vendor is a subsidiary, submit information for all parent companies. If the vendor uses subcontractors, associated companies, or consultants that will be involved in the service areas, each of these entities will submit this information as part of the response.

<Response>

5. References

The vendor must provide references for similar services completed in the past. PRMP may conduct reference checks to verify and validate the past performance of the vendor and its proposed Subcontractors.

5.1 Vendor (Prime) References Form

Include at least three (3) references from clients performed within the last three (3) years that demonstrate the vendor's ability to perform the scope of work described in this RFP. **PRMP prefers references from three (3) different clients to demonstrate experience; however, this is a not a requirement.**

The vendor should include a description of the similar services, contract dates, and contact information (customer points of contact, addresses, telephone numbers, and email addresses).

The vendor should explain whether it performed the work as a prime contractor or as a subcontractor.

The vendor is NOT to change any of the pre-filled cells in the following tables. The vendor may add additional reference tables as necessary.

Table 8: Vendor References

Vendor Information	
Vendor Name:	Contact Name:
	Contact Phone:
Customer Information	
Customer Organization:	Contact Name:
	Contact Title:
Customer Address:	Contact Phone:
	Contact Email:
Project Information	
Total Vendor Staff:	
Client Objectives:	
Services Description:	
Vendor's Involvement:	
Services Benefits:	
Key Personnel	
Name: (Add more rows as needed)	Role: (Add more rows as needed)
Name: (Add more rows as needed)	Role: (Add more rows as needed)
If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities:	

5.2 Subcontractor References (If Applicable)

If the vendor's proposal includes the use of subcontractor(s), provide three (3) references for each subcontractor. **The Commonwealth prefers references that demonstrate where the prime and subcontractors have worked together in the past.**

Table 9: Subcontractor References

Subcontractor Information		
Vendor Name:	Contact Name:	
	Contact Phone:	
Customer Information		
Customer Organization:	Contact Name:	
	Contact Title:	
Customer Address:	Contact Phone:	
	Contact Email:	
Project Information		
Total Vendor Staff:		
Client Objectives:		
Service Description:		
Vendor's Involvement:		
Service Benefits:		
Key Personnel		
Name: (Add more rows as needed)	Role: (Add more rows as needed)	
Name: (Add more rows as needed)	Role: (Add more rows as needed)	
If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities:		

9.4 Attachment D: Organization and Staffing

This section will provide instructions to vendors to submit their overall approach to staffing the Service Areas using **Attachment D: Organization and Staffing**.

Instructions: Staffing strategies are to be employed by the vendor to help ensure all requirements and service levels are met to the satisfaction of PRMP. The evaluation of the vendor's staffing approach shall be based on the ability of the vendor to satisfy the requirements stated in this RFP. Therefore, the vendor should present detailed information regarding the qualifications, experience, and expertise of the proposed staff and an Initial Staffing Plan.

For ease of formatting and evaluation, **Attachment D: Organization and Staffing** provides the required outline for the vendor's response to staffing. The vendor's response to the following **should not exceed 25 pages**, excluding key personnel resumes and the forms provided in this attachment.

Please refer to **Appendix 2: Staff Qualifications, Experience, and Responsibilities** of the RFP for the details pertaining to staff qualifications, experience, and responsibilities.

1. Initial Staffing Plan

As part of the vendor's bid response, the vendor should provide an Initial Staffing Plan. In addition to the requirements described in **Attachment E: Mandatory Requirements** the vendor's narrative description of its proposed Initial Staffing Plan should include the following:

- A description of the vendor's proposed team that exhibits the vendor's ability and capability to provide knowledgeable, skilled, and experienced personnel to accomplish the Scope of Work (SOW) as described in this RFP.
- Organization charts showing both the vendor staff and their relationship to PRMP staff that will be required to support the Service Areas. The organization chart should denote all key staff and non-key positions for this service, and a summary of each key staff member's responsibilities.
- Identification of subcontractor staff, if applicable.

<Response>

2. Use of PRMP Staff

Describe the business and technical resources PRMP should provide to support the development, review, and approval of all deliverables as well as the staff necessary to help ensure successful completion of all required assignments. Specifically, the vendor should address the following:

- The key PRMP roles necessary to support Service Areas deliverables and scope of work.
- The nature and extent of PRMP support required in terms of staff roles and percentage of time available.
- Assistance from PRMP staff and the experience and qualification levels of required staffing.

PRMP may not be able or willing to provide the additional support the vendor lists in this part of its Proposal. The vendor therefore should indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, PRMP may reject the vendor's proposal if PRMP is unwilling or unable to meet the requirements.

<Response>

3. Key Staff, Resumes, and References

Key staff consist of the vendor's core team for the Service Areas. These resources are responsible for providing leadership and creating the standards and processes required for the various assignments the EOMC Vendor will help support. Resumes for key staff named in the vendor proposal should indicate the staff's role and demonstrate how each staff member's experience and qualifications will contribute to this contract's success.

Due to the nature of the work, PRMP is requesting a scaled staffing approach so that EOMC staffing levels can easily flex in accordance with short and long-term assignments needs. In compiling the initial staffing plan Respondents will need to plan for supporting PRMP's efforts; accordingly, PRMP has bifurcated the two staffing groups and has identified example roles which at a minimum will be required to ensure ongoing assignments success. See below:

Key EOMC Staff

- Account Manager
- Lead Program Manager
- Business Lead/Subject Matter Experts (SMEs)
- Business Analyst(s)

Variable EOMC Staff

- Business Leads
- Program Manager
- Business Analyst(s)

The EOMC Vendor must staff each assignment with at least one (1) resource who must be fluent in both **Spanish and English**. Additional qualifications, experience, and responsibilities for each key staff role are defined in **Appendix 2: Staff Qualifications, Experience, and Responsibilities**.

3.1 Resumes

PRMP considers the staff resumes (especially key staff) as a key indicator of the vendor's understanding of the skill sets required for each staffing area and their ability to perform them. The vendor should complete the table below and include resumes of all the individuals who are being initially proposed. Each resume must not exceed three (3) pages and must demonstrate experience relevant to the position proposed. If applicable, resumes should include work on assignments cited under the vendor's corporate experience, and the specific functions performed

on such service areas. Copies of diplomas, licenses, and credentials are encouraged but are not required, and are not subject to the 3-page limit. Clearly identify which of the staff listed are designated as key staff.

Table 10: Proposed Staff and Roles

Name	Proposed Role	Experience in Proposed Role

<Response>

3.2 Key Staff References

The vendor should provide two (2) references for each proposed key staff. The reference should be able to confirm that the staff has successfully demonstrated performing tasks commensurate to the tasks they will perform for the assignments in each Service Areas.

The name of the person to be contacted, phone number, client name, address, a brief description of work, and date (month and year) of employment should be given for each reference. These references should be able to attest to the candidate’s specific qualifications. The reference given should be a person within a client’s organization and not a co-worker or a contact within the vendor’s organization. PRMP may contact one or more of the references given and the reference should be aware that PRMP may contact them for this purpose.

Vendors should use the format provided in the table below. Please repeat the rows and tables as necessary.

Table 11: Key Staff References

Key Personnel Reference Form					
Key Personnel Name:			Proposed Role:		
Reference 1					
Client Name:			Client Address:		
Contact Name:			Contact Title:		
Contact Phone:			Contact Email:		
Client Name:			Start Date:	MM/YYYY	End Date: MM/YYYY
Service Description:					

Service Role and Responsibilities:					
Reference 2					
Client Name:		Client Address:			
Contact Name:		Contact Title:			
Contact Phone:		Contact Email:			
Client Name:			Start Date:	MM/YYYY	End Date:
					MM/YYYY
Service Description:					
Service Role and Responsibilities:					
Reference 3					
Client Name:		Client Address:			
Contact Name:		Contact Title:			
Contact Phone:		Contact Email:			
Name:			Start Date:	MM/YYYY	End Date:
					MM/YYYY
Service Description:					
Service Role and Responsibilities:					

9.5 Attachment E: Mandatory Requirements

This section will provide instructions to vendors to respond to mandatory requirements as an attachment titled **Attachment E: Mandatory Requirements**.

Instructions: The mandatory requirements must be met by the vendor as a part of the submitted proposal. Failure on the part of the vendor to meet any of the mandatory requirements may result in their disqualification of the proposal at the sole discretion of PRMP. The term “must” stipulate and identifies a mandatory requirement. The vendor is to demonstrate compliance with mandatory requirements in their proposal. If the vendor’s proposal meets the mandatory requirements, the vendor’s proposal may be included in the cost evaluation of this RFP. For mandatory requirements that involve documentation, vendors should include that documentation with their

technical proposal. Any documentation for mandatory requirements not supplied with their technical proposal must be submitted before contract execution. When appropriate, the vendor's proposal must provide narrative responses addressing the area listed below:

1. The vendor must provide the right of access to systems, facilities, data, and documentation to PRMP or its designee to conduct audits and inspections as is necessary.
2. The vendor must support PRMP's requests for information in response to activities including, but not limited to:
 - a. Compliance audits
 - b. Investigations
 - c. Legislative requests
3. The vendor must provide authorization from a parent, affiliate, or subsidiary organization for the PRMP to have access to its records if such a relationship exists that impacts the vendor's performance under the proposed contract.
4. The vendor must agree to comply with current and future PRMP and federal regulations as is necessary to support this RFP.
5. The vendor must help ensure that all applications inclusive of internet, intranet, and extranet applications associated with this contract are compliant with Section 508 of the Rehabilitation Act of 1973, as amended by 29 United States Code (U.S.C.) §794d, and 36 Code of Federal Regulation (CFR) 1194.21 and 36 CFR 1194.22.
6. The vendor must perform according to approved SLAs and identified KPIs with associated metrics in the areas listed in **Appendix 1: Service-Level Agreements and Performance Standards**.
7. The vendor must initially submit and then update deliverables as is detailed within the RFP, as is necessary for the assignment's success, and at the request of PRMP.
8. The vendor must submit updated deliverables for PRMP's approval based on the Schedule and Work Plan.
9. The vendor must provide a drug-free workplace, and individuals must not engage in the unlawful manufacture, distribution, dispensation, possession, abuse, or use of a controlled substance in the performance of the contract. (Drug-Free Workplace Act of 1988)
10. The vendor must comply with federal Executive Order 11246 related to Equal Employment Opportunity Act, the Clean Air Act, and the Clean Water Act.
11. The vendor must perform all work associated with this contract within the continental United States (U.S.) or U.S. Territories.
12. The vendor must serve as a trusted partner to PRMP and represent PRMP's interests in all activities performed under the resulting contract.
13. The vendor must serve as a trusted partner to MES Vendors in alignment with the requirements set forth in this RFP.
14. The vendor must, at a minimum, include the standard invoice package contents for PRMP, including, but not limited to:
 - a. An authorized representative of the contracted party must sign an itemized description of services rendered for the invoice period. Additionally, the vendor must include a written certification stating that no officer or employee of PRMP, its

- subsidiaries, or affiliates, will derive or obtain any benefit or profit of any kind from this vendor's contract. Invoices that do not include this certification will not be paid.
- b. Provide PRMP with a summary, for time and materials related costs, of hours for services rendered inside and outside Puerto Rico as well as outside Puerto Rico for each vendor resource.
 - c. Provide PRMP with a list of all deliverables and services completed within an invoice period, as well as evidence that the PRMP has accepted and approved the work.
 - d. Provide PRMP with three (3) physical and one (1) electronic invoice packages in support of the PRMP's review and approval of each invoice.
 - i. Invoice Package #1 – Original Signature
 - ii. Invoice Packages #2 - #3 – Hard Copy
 - iii. Invoice Package #4 – Electronic
15. The vendor must use industry-standard Program Management standards, methodologies, and processes to help ensure the assignments are delivered on time, within scope, within budget, and in accordance with PRMP's quality expectations. PRMP utilizes the Program Management Institute® (PMI®) Program Management Body of Knowledge (PMBOK®) methodology.
16. The vendor must provide increased staffing levels if requirements, timelines, quality, or other standards are not being met, based solely on the discretion of and without additional cost to PRMP. In making this determination, PRMP will evaluate whether the vendor is meeting deliverable dates, producing quality materials, consistently maintaining high quality and production rates, and meeting RFP standards without significant rework or revision.
17. The vendor must agree that PRMP retains ownership of all data, procedures, applications, licenses, and materials procured or developed during the contract period.
18. The vendor must provide evidence that staff have completed all necessary forms prior to executing work for the contract.
19. The vendor staff must not have the capability to access, edit, and share personal information data, with unauthorized solution users, including but not limited to:
- a. Protected Health Information (PHI)
 - b. Personally Identifiable Information (PII)
 - c. Financial Transaction Information (FTI)
 - d. Social Security Administration (SSA) data including, but not limited to: family, friends, and acquaintance information

By signing below, I certify that I have reviewed these Mandatory Requirements in their entirety and agree that the vendor meets, and will continue to meet, each of these Mandatory Requirements in full.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

9.6 Attachment F: Response to Statement of Work

This section will provide instructions to vendors to respond to the requested services detailed in this RFP.

Instructions: The responses to each part of the statement of work are required as part of the submitted proposal. Responses will be scored as part of the Technical Proposal Evaluation. The vendor may also add images or diagrams for each response.

Approach to Scope and Requirements Management and Expertise

Please describe in narrative form how your organization will meet the following requirements (a-g):

- a. Describe the vendor's capabilities, knowledge and experience performing the services described in **Statement of Work** of this RFP.

<Response>

- b. Describe the vendor's approach to identifying short-term and long-term work activities.

<Response>

- c. Describe your knowledge and experience with executing the possible assignments for the Services Areas included in the Statement of Work.

<Response>

- d. Describe the vendor's approach toward building relationships and collaborating with PRMP and PRMP staff.

<Response>

- e. Describe your capabilities, knowledge and experience with assisting agencies/organizations with the services requested in this RFP.

<Response>

- f. Describe the overall approach and plan for assessing PRMP, programs and processes, including an illustration of the timeline with key activities, deliverables and milestones that includes the anticipated resource allocations by labor category that will support the proposed plan.

<Response>

- g. Describe in detail your Program Management experience with program management tools and processes. Provide recommendations for Program Management tools and how they could be use in PRMP.

<Response>

2. Please describe the vendor's knowledge and experience for each item (a-j):

- a. Puerto Rico Enterprise Medicare System (PRMES)
- b. Puerto Rico Medicaid Management Information System (PRMMIS)
- c. Provider Enrollment Portal (PEP)
- d. Eligibility and Enrollment (E&E)
- e. System known as Medicaid Information Technology Initiative, (MEDITI3G)
- f. The Commonwealth's Health Information Exchange (HIE)
- g. Procurement Office
- h. Program Integrity Unit (PIU)
- i. Money Follow the Person Grant (MFP)
- j. Centralized Provider Enrollment and Credentialing

3. Please describe your knowledge and experience for each item (a-k). Describe the anticipated deliverables for each section and how your team will perform the work involved toward meeting the requirements in the following Support Service Areas:

- a. Procurement Support
- b. Advance Planning Documents Support
- c. MITA SS-A Support
- d. MES Streamline Modular Certification (SMC) (MES Outcomes-Based Certification (OBC) Support)
- e. Payment error rate measure (PERM) Compliance and Implementation Support
- f. Integrated MES Program Management (IMES) Support
- g. Spenddown Implementation Support
- h. State Plan Amendments (SPA) Support
- i. Money Follows the Person (MFP) Implementation Planning Support
- j. Policy updates support
- k. Other EOMC Support

4. Please describe in narrative form how your organization will meet the following Staffing requirements:

- a. Provide the names of the proposed staff for each service area, include their qualifications and experience. Describe how the proposed staff are best suited to meet the requirements of this RFP.

<Response>

- b. Describe how staff will be identified, recruited, and supported by the vendor.

<Response>

- c. Describe how the proposed staff will understand their roles and responsibilities based on the requirements described in this RFP.

<Response>

d. Describe how back up staff will be designated.

<Response>

e. Describe how continuity responsibilities will occur should a staff member need to be replaced.

<Response>

f. Describe the management structure, staff management process and how talent management support will be provided.

<Response>

g. In the event a staff remediation plan is requested by the Department, describe how you will provide oversight and manage the remediation plan.

<Response>

5. Please describe in narrative form how your organization will meet the following requirements:

a. Describe what you believe will be the most effective approach to managing the entire contract.

<Response>

b. Describe how SLA will be monitored and reported.

<Response>

c. Describe how staffing/resource needs or changes will be managed.

<Response>

d. Describe how the Communication Plan will include all stakeholders, your approach to stakeholder analysis and how the communications will be managed.

<Response>

6. Please describe in narrative form how your organization will meet the following Security requirements:

a. Describe how you will ensure all staff, including subcontractors, will protect sensitive data.

<Response>

b. Describe how you will ensure data confidentiality.

<Response>

c. Describe how you will train staff to ensure they understand and observe requirements related to confidentiality included in this RFP.

<Response>

- d. Describe your processes if a security breach were to occur (as it relates to this RFP).

<Response>

7. Please describe in narrative form how your organization will meet the following Transition requirements:

- a. Describe the activities and methodology to be included in the Transition Plan.

<Response>

- b. Describe the staff responsible for the transition.

<Response>

- c. Describe your approach to maintaining the Documentation Repository during Transition.

<Response>

9.8 Attachment G: Terms and Conditions Response

This section describes the Terms and Conditions of the RFP, the PRMPs expectations of vendors, and compliance with federal procedures.

1. Title Page

The vendor should review **Attachment G: Terms and Conditions Response** signing each provided signature block using blue ink in order to note the vendor's acknowledgment and intent of compliance. The vendor should identify any exceptions to the Terms and Conditions. If exceptions are not noted in **Attachment G: Terms and Conditions Response** of the RFP but raised during contract negotiations, PRMP reserves the right to cancel the negotiation if, at its sole discretion, it deems that to be in the best interests of PRMP.

2. RFP Terms and Conditions

RFP Terms and Conditions consist of provisions throughout this RFP. Moreover, these provisions encapsulate instructions, State and federal procedures, and PRMP's expectations of the vendor when submitting a proposal. The vendor should understand and strictly adhere to the RFP Terms and Conditions. Failure to follow any instructions within this RFP may, at PRMP's sole discretion, result in the disqualification of the vendor's proposal.

Please provide an authorized signature stipulating the vendor's acknowledgment, understanding, and acceptance of these RFP Terms and Conditions.

a. Printed Name / Signature of Authorized Personnel

b. Date

3. Customary Terms and Conditions

The selected vendor will sign a contract with PRMP to provide the goods and services described in the vendor's response. The following documents shall be included in any contract(s) resulting from this RFP:

- **Appendix 1: Service-Level Agreements and Performance Standards**
- **Appendix 3: Proforma Contract Draft** *inclusive of HIPAA Business Associate Agreement*

Please provide a signature stipulating the vendor's acknowledgment, complete review, and acceptance of these documents.

Printed Name / Signature of Authorized Personnel

Date

If the vendor is NOT taking exceptions to any of PRMP Customary Terms and Conditions, then the vendor needs to provide a binding signature stipulating its acceptance of these documents. If the vendor is taking exceptions to any of PRMP Customary Terms and Conditions, then the vendor should write 'Taking Exceptions' on the line below and should follow the instructions for taking exceptions, as listed in Attachment G: Terms and Conditions Response, Section 6: Exceptions.

Printed Name / Signature of Authorized Personnel

Date

4. Mandatory Requirements and Terms

The following items are Mandatory Terms and Documents. Please be advised, the vendor should provide its affirmative acceptance of these items in order to move forward with consideration under this RFP.

Attachment E: Mandatory Requirements

- Prior to the Contract resulting from this RFP is signed, the successful vendor must be registered with the “**Registro Único de Proveedores de Servicios Profesionales**” (**RUP**) from the Puerto Rico General Services Administration (ASG) and with the Puerto Rico Treasury Department (Hacienda) for the collection of sales and use tax (IVU) as a provider (if applicable) in the Internal Revenue Unified System (SURI). PRMP shall not award a contract, unless the vendor provides proof of such registration or provides documentation from the Puerto Rico Treasury Department that the Contractor is exempt from this registration requirement in the SURI system. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For more information, please refer to the PR Treasury Department's web site <http://www.hacienda.pr.gov>

- Prior to the Contract resulting from this RFP is signed, the successful vendor must provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in Puerto Rico. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination. A list of the Insurance policies that may be included in this Contract are provided in **Appendix 3: Proforma Contract Draft**.
- A performance bond may be required for this RFP.
- Evidence of good standing.
- **Appendix 1: Service-Level Agreements and Performance Standards**
- **Appendix 3: Proforma Contract Draft** inclusive of HIPAA Business Associate Agreement

Vendors that are not able to enter into a contract under these conditions should not submit a bid.

Please provide an authorized signature stipulating the vendor’s acknowledgment, understanding, and acceptance of the Mandatory Requirements and Terms stipulated in this section.

Printed Name / Signature of Authorized Personnel

Date

5. Commercial Materials

The vendor should list any commercial and proprietary materials it will deliver that are easily copied, such as Commercial Software, and in which PRMP will have less than full ownership (“Commercial Materials”). Generally, these will be from third parties and readily available in the open market. The vendor need not list patented parts of equipment.

<Response>

6. Exceptions

The vendor should indicate exceptions to PRMP’s Terms and Conditions in this RFP. Any exceptions should include an explanation for the vendor’s inability to comply with such term or condition and, if applicable, alternative language the vendor would find acceptable. Rejection of PRMP’s Terms and Conditions, in part or in whole, or without any explanation, may be cause for PRMP’s rejection of a vendor’s Proposal. If an exception concerning the Terms and Conditions is not noted in this response template, but raised during contract negotiations, PRMP reserves the right to cancel the negotiation, at its sole discretion, if it deems that to be in the best interests of PRMP.

The terms and conditions of a vendor’s software license, maintenance support agreement, and SLA, if applicable, will be required for purposes of contract negotiations. Failure to provide the applicable vendor terms, if any, as part of the RFP response may result in rejection of the vendor’s proposal.

Instructions: Identify and explain any exceptions to PRMP’s terms and conditions using the tables provided below, adding tables, as needed. If no changes are listed, the vendor is indicating that no changes to the Terms and Conditions are proposed and that the vendor intends to accept them as written if the vendor’s Proposal is selected. Mandatory Requirements and Terms noted in this RFP are non-negotiable.

- The vendor may add additional tables, as appropriate.
- Do not submit vendor’s Standard Terms and Contracting Provisions in lieu of stipulating exceptions below.
- Making revisions to PRMP statutes and regulations is prohibited.
- PRMP has no obligation to accept any exception(s).

6.1 Table 12: Exception #1 – <Insert Title of Provision>

Document Title (Reference Specific Contractual Document and Section in Which Exception is Taken)	Vendor’s Explanation (Required for Any Rejection/Exception)	Vendor’s Proposed Alternative Language (If Applicable) Cross-Reference To Specific Section of Vendor’s Terms, If Any Provided As Part Of The RFP Response
NOTES/COMMENTS: <FOR PRMP USE ONLY>		

6.2 Table 13: Exception #2 – <Insert Title of Provision>

Document Title (Reference Specific Contractual Document and Section in Which Exception is Taken)	Vendor’s Explanation (Required for Any Rejection/Exception)	Vendor’s Proposed Alternative Language (If Applicable) Cross-Reference To Specific Section of Vendor’s Terms, If Any Provided As Part Of The RFP Response

NOTES/COMMENTS: <FOR PRMP USE ONLY>

9.10 Attachment H: Requirements Traceability Matrix (RTM)

See the attached Microsoft Excel file titled Attachment H: Requirements Traceability Matrix (RTM). Please review the following instructions:

1. The vendor must note compliance with each requirement and each requirement's associated measure, metric, target setting, performance standard, and liquidated damage.
2. Vendor's Disposition values are outlined below:
 - a. **"Will Meet"**: The vendor agrees to meet the requirements and each requirement's associated measure, metric, target setting, performance standard, and liquidated damage. The vendor must respond with "Will Meet" for each requirement for the proposal to be considered responsive to the PRMP requirements and be further evaluated.
 - b. **"Will Not Meet"**: The vendor declines to meet the requirement and each requirement's associated measure, metric, target setting, performance standard, and liquidated damage. If a vendor responds with "Will Not Meet" to one or more requirements, the proposal will be considered non-responsive and may be disqualified per Attachment E: Mandatory Specifications.
 - c. If a vendor responds with "Will Not Meet" to one or more requirement, the proposal will be considered non-responsive and may be disqualified per Attachment E: Mandatory Specifications.
3. All requirements must contain one of the values identified above. **Any requirement without a Vendor's Disposition response value will be considered "Will Not Meet."**
4. The vendor must provide the attachment, section, and page number(s) where their detailed narrative response for each requirement resides, providing the PRMP with a crosswalk and helping to ensure that each requirement specified in Attachment H is included in the vendor's response.

10. Appendices

10.1 Appendix 1: Service-Level Agreements (SLAs) and Performance Standards

The SLAs contained herein cover the SOW stipulated in this RFP and the resulting Contract. The vendor should consistently meet or exceed performance specifications classified as SLAs between the vendor and PRMP, and are subject to specific requirements, identified in **Attachment E: Mandatory Requirements**. This section of the RFP contains expectations related to SLAs and implications of meeting versus failing to meet the SLAs, as applicable. In addition, this section contains minimum service levels required for the duration of the Contract.

SLAs and associated KPIs may be added or adjusted by mutual agreement during the term of the Contract to align with business objectives, organizational objectives, and technological changes. The vendor will not be liable for any failed SLAs caused by circumstances beyond its control and that could not be avoided or mitigated through the exercise of prudence and ordinary care, provided that the vendor immediately notifies PRMP in writing, takes all steps necessary to minimize the effect of such circumstances, and resumes its performance of the services in accordance with the SLAs as soon as possible.

The vendor should deduct any amount due as a result of the SLAs from their future payments, and those deductions should be made from the invoice total dollar amount. Each invoice should also be accompanied by an SLA Report detailing those SLAs that were triggered within the invoice period. Each invoice should detail the total invoice amount, the amount deducted due to the associated contract remedy, and the final invoice amount less the contract remedy. **PRMP reserves the right to seek any other remedies under the Contract.**

Table 14: SLAs At-a-Glance

ID	SLA Name
SLA-001	Deliverables
SLA-002	Turnover
SLA-003	Turnover Documentation
SLA-004	Email Triage and Acknowledgment
SLA-005	Key Staff
SLA-006	Key Staff Replacement
SLA-007	Meeting Agendas
SLA-008	Meeting Minutes
SLA-009	Monthly Status Reports

1. SLAs AND PERFORMANCE STANDARDS

The KPIs used to define the following service levels are an adjunct to the performance standards. PRMP has identified the KPIs to be key indicators of the vendor's performance with the business goals. Failure to achieve a KPI may, at the discretion of PRMP, result in payment reduction; failure to meet any other performance standard defined in the resulting contract is not directly tied to fiscal holdback. PRMP reserves the right to promote any performance metric to the status of KPI.

The following table contains the terms and their definitions specific to the SLAs found in this appendix.

Table 15: SLA Terms and Definitions

Term	Definition
Normal Business Hours	Normal business hours are considered Monday through Friday from 8:00 a.m. to 5:00 p.m. Atlantic Standard Time (AST). Normal business hours do not include Commonwealth and Federal holidays.

Table 16: SLAs, Performance Standards, and Contract Remedies

ID	SLA Subject Areas	Performance Standards	Contract Remedies
1.	Deliverables	Due dates for acceptance of deliverables will be agreed upon by PRMP and the vendor and finalized in the vendor’s work plan once formally approved by PRMP. The dates for completion of these deliverables will be used as checkpoints for performance monitoring and vendor payments. The vendor’s status reports will provide information on progress toward meeting these deliverable dates.	PRMP shall assess up to \$100 per calendar day per deliverable from the agreed-upon deliverable acceptance date until the date each deliverable receives acceptance from PRMP.
2.	Turnover	Turnover and Closeout Management Plan defines the vendor’s responsibilities related to turnover. Turnover will not be considered complete until the Turnover and Closeout Management Plan and its associated deliverables are accepted by PRMP.	PRMP shall assess up to \$500 per calendar day for each day after the due date that an acceptable Turnover and Closeout Management Plan is not submitted. PRMP shall assess up to \$500 per calendar day for each day after 30 calendar days from the date of the turnover of operations that the Turnover Results Report is not submitted.

ID	SLA Subject Areas	Performance Standards	Contract Remedies
3.	Turnover Documentation	<p>The vendor must provide to PRMP or its designee, within seven (7) business days of notice of termination the following information:</p> <ul style="list-style-type: none"> • Copies of all subcontracts and third-party contracts executed in connection with the services included in this contract. • A list of services provided by subcontractors, including the names and contact information for the subcontractors. • Other documentation as defined by PRMP. 	<p>PRMP shall assess up to \$500 for each calendar day beyond the seven (7) business days that all required materials are not delivered by the vendor.</p>
4.	Email Triage and Acknowledgment	<p>The vendor must triage all inquiries received from PRMP-approved email addresses. All emails received must be acknowledged within twenty-four (24) hours of receipt and resolved within three (3) business days unless otherwise approved by PRMP.</p> <p>The vendor must forward to the designated PRMP staff within one (1) calendar day those inquiries that are either:</p>	<p>\$100 per occurrence of an email not being acknowledged within twenty-four (24) hours.</p> <p>\$100 per occurrence of an email resolution not received within three (3) business days.</p> <p>\$100 per occurrence of any emails forwarded to outside the response scope of the vendor within one (1) calendar day.</p>

ID	SLA Subject Areas	Performance Standards	Contract Remedies
		<ol style="list-style-type: none"> 1. Determined to be outside the response scope for the vendor. 2. Should be handled by PRMP staff. <p>Compliance and Calculation:</p> <ul style="list-style-type: none"> • Acknowledge all emails received within twenty-four (24) hours and resolve all emails within three (3) business days. • Forward to PRMP staff within one (1) calendar day emails that are determined to be outside of the vendor's response scope. 	
5.	Key Staff	During the entire duration of the contract, key staff commitments made by the vendor must not be changed without thirty (30) days prior written notice to PRMP unless due to legally required leave of absence, sickness, death, resignation, or mutually agreed-upon termination of employment of any named individual.	Up to a maximum of \$3,000 per occurrence shall be assessed for each key staff person proposed who is changed without proper notice and approved by PRMP for reasons other than legally required leave of absence, sickness, death, or termination of employment.
6.	Key Staff Replacement	The vendor will replace key staff in a timely fashion. Replacement of key	PRMP shall assess up to \$200 per business day for each business day

ID	SLA Subject Areas	Performance Standards	Contract Remedies
		staff will take place within thirty (30) calendar days of removal unless a longer period is approved by PRMP's authorized representative.	after the initial thirty (30) calendar days allowed in which an acceptable replacement for that key staff position is not provided.
7.	Meeting Agendas	The vendor will prepare agendas and distribute each agenda and any documents to be addressed at the meeting at least one (1) Business Day before the meeting, unless waived by PRMP.	PRMP shall assess up to \$200 per calendar day for each day an acceptable meeting agenda is not timely received.
8.	Meeting Minutes	The vendor will publish meeting minutes it attends no later than two (2) Business days after the meeting, unless waived by PRMP.	PRMP shall assess up to \$200 per calendar day for each day acceptable meeting minutes are not timely received.
9.	Monthly Status Reports	The vendor must provide monthly reports identifying the current status of the EOMC activities, including any issues.	PRMP shall assess up to \$200 per calendar day for each day an acceptable weekly report is not timely received. If the report is received on time but the information reported is inaccurate or incomplete, PRMP shall assess up to \$200 per day until an acceptable report is received.

10.2 Appendix 2: Staff Qualifications, Experience, and Responsibilities

The table below provides primary vendor roles anticipated to be necessary for a successful execution of the services detailed in this RFP. Minimum qualifications and experience are provided for each role. Please provide each role responsibilities. The vendor may propose and staff additional roles to complement the key roles identified here. PRMP will consider alternative arrangements, as long as the time staff are present and devoted is sufficient to meet the responsibilities and performance expectations set forth in this RFP.

Table 17: Vendor Roles and Responsibilities

Vendor Role	Qualifications	Discuss Responsibilities
Account Manager	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience in Program Management for a State Medicaid Agency with operations similar to PRMP, a large healthcare provider management organization of a similar size, or an organization of comparable size. • A minimum of three (3) years of demonstrated experience in Program Management. • A minimum of a bachelor's degree (a bachelor's degree can be replaced with an additional four (4) years related 	

Vendor Role	Qualifications	Discuss Responsibilities
	<p>experience)</p> <ul style="list-style-type: none"> • Knowledge of Program Management standards and best practices including PMBOK® 	
<p>Lead Program Manager</p>	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience in Program Management for a State Medicaid Agency with operations of a similar size to PRMP or a large healthcare provider management organization of a similar size. • A minimum of three (3) years of demonstrated experience in Program Management. • A minimum of a bachelor's degree (a bachelor's degree can be replaced with an additional four (4) years related experience). • Knowledge of Program Management standards and best 	

Vendor Role	Qualifications	Discuss Responsibilities
	<p>practices, including the PMBOK®</p>	
<p>Business Leads/ SME's</p>	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience in area of expertise that the role is performing. • A minimum of three (3) years of demonstrated experience in business lead/SME support for a State Medicaid Agency with operations of a similar size to PRMP or a large healthcare provider management organization of a similar size. • A minimum of a bachelor's degree (a bachelor's degree can be replaced with an additional four (4) years related experience). 	
<p>Business Analysts</p>	<ul style="list-style-type: none"> • A minimum of two (2) years of demonstrated experience in business analysis for a State Medicaid Agency with operations of a similar size to PRMP or a large 	

Vendor Role	Qualifications	Discuss Responsibilities
	<p>healthcare provider management organization of a similar size.</p> <ul style="list-style-type: none"> • A minimum of two (2) years of demonstrated experience in business analysis/project support for a Program Management office or similar engagement. • A minimum of a bachelor's degree (a bachelor's degree can be replaced with an additional five (5) years related experience). 	
Additional role	•	•
Additional role	•	•

The EOMC Vendor must staff each project with at least one (1) resource who is fluent in both Spanish and English. Additionally, at least one key staff must be fluent in both Spanish and English.

10.3 Appendix 3: Proforma Contract Draft

COMMONWEALTH OF PUERTO RICO

DEPARTMENT OF HEALTH

SAN JUAN, PUERTO RICO

PROFESSIONAL SERVICES CONTRACT FOR THE PUERTO RICO MEDICAID PROGRAM

FOR THE PROVISION OF OPERATIONS SERVICES OF THE MEDICAID MANAGEMENT INFORMATION SYSTEM

APPEARING

FOR THE FIRST PARTY: The Puerto Rico Department of Health, herein represented by the Secretary of Health, **CARLOS MELLADO LÓPEZ, MD**, of legal age, married, a medical doctor and resident of San Juan, Puerto Rico, or by the Undersecretary of Health, **FÉLIX RODRÍGUEZ SCHMIDT, MD**, of legal age, married, a medical doctor and resident of Caguas, Puerto Rico, or by Chief Executive Administrator Officer, **ESDRAS VÉLEZ RODRÍGUEZ, ESQ.**, of legal age, married, attorney and resident of Guaynabo, Puerto Rico who may appear in representation of the Secretary of Health and are duly authorized to sign this Agreement by delegation made on March 16, 2021 by the Secretary of Health, in accordance with Act No. 81 of March 14, 1912, henceforth referred to as the **FIRST PARTY**

FOR THE SECOND PARTY: _____ duly organized under the laws of the Commonwealth of Puerto Rico, represented in this act by its Legal Representative, _____, of legal age, single and resident _____ and duly authorized to execute this contract, hereinafter denominated as the **SECOND PARTY**.

NOW THEREFORE, pursuant to Act 81 of March 14, 1912, as amended, Circular Letter Number 07-93, issued on March 8, 1993, and the Administrative Bulletin No. OE-1991-24 issued on June 18, 1991 as amended by Administrative Bulletin No. OE-1992-52 issued on August 28, 1992, **BOTH PARTIES** agree as follows:

WITNESSETH

WHEREAS, the **FIRST PARTY** has the authority to engage professional, technical and consulting services that are necessary and convenient to advance, promote and benefit its activities, programs and operations;

WHEREAS, **BOTH PARTIES** agreed to this contract under the following:

CLAUSES AND CONDITIONS

FIRST: SERVICES:

The **SECOND PARTY** will provide the following:

The EOMC Vendor will support the PRMES by providing at a minimum the following services for projects within the PRMES portfolio:

-
-
-

SECOND: INTERAGENCY SERVICES: BOTH PARTIES acknowledge and agree that the contracted services can be rendered to any entity part of the Executive Branch, with which the **FIRST PARTY** has entered into an interagency agreement or by direct order of the Governor’s Chief of Staff. Said services will be rendered under the same terms and conditions as agreed upon in this Contract.

THIRD: TIMETABLE AND WORK SITE AND ASSIGNED STAFF: The **SECOND PARTY** will work for the **FIRST PARTY** on a flexible schedule in its own facilities or those of the **FIRST PARTY** and complete the enhancements according to the terms stipulated in the proposal. Any change will be notified to the **FIRST PARTY**.

Within fifteen (15) calendar days after the execution of this contract, the **SECOND PARTY** will deliver to the **FIRST PARTY** a Staff Roster. The Staff Roster will disclose all staff assigned to work under the contract and it will contain at a minimum the following:

Full Name	Contact Information	Physical Location	US Citizen (Y/N)	Allocation Percentage (%)	Role & Responsibilities	Expertise

The **SECOND PARTY** must keep the Staff Roster updated and will deliver an updated copy to the **FIRST PARTY** within seven (7) calendar days of each change.

FOURTH: COMPENSATION: The **FIRST PARTY** shall be obligated to pay the **SECOND PARTY** up to a maximum of _____

Invoices will be submitted to the **FIRST PARTY** on a monthly basis, within the first ten (10) days following the period invoiced. The invoices will be detailed according to the services provided, as defined in the **FIRST CLAUSE** of this agreement.

The **FIRST PARTY** will not honor invoices submitted ninety days (90) or more after the services were rendered. The **SECOND PARTY** accepts and agrees to comply with this requirement and understands that if the invoices are not submitted on a timely manner it waives the right to get paid for services rendered.

BOTH PARTIES agree that the payment established in this agreement shall entail the discount of one point five percent (1.5%) to the General Fund of the State Treasury, pursuant to Article 1 of Act No. 48 of June 30, 2013, Law which establishes a special contribution on government contracts.

Invoices must include a written certification stating that no officer or employee of the **FIRST PARTY**, its subsidiaries or affiliates, will derive or obtain any benefit or profit of any kind from this Agreement, with the acknowledgment that invoices which do not include this certification will not be paid. This certification must read as follows:

“We certify under penalty of nullity that no public employee of the Department of Health will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into the Agreement. The only consideration to be received in exchange for the delivery of goods or for services provided is the agreed-upon price that has been negotiated with an authorized representative of the Department of Health. The total amount shown on this invoice is true and correct. The services have been rendered, and no payment has been received.”

The **FIRST PARTY** shall verify the invoices within twenty (20) working days of the receiving date of the invoice and, if they comply with the requirements set forth in this Agreement, it will process the payment to the **SECOND PARTY** within thirty (30) days of the approval of the invoice. The **FIRST PARTY** will promptly notify the **SECOND PARTY** any questions regarding invoices so that the **SECOND PARTY** can receive timely payment. Any edits or resubmittal of invoices requested by the **FIRST PARTY** shall restart the clock for time for submittal. The procedure for acceptance of deliverables is defined in the **FIFTH CLAUSE**, from which invoices must include, as attachments, all receipts of accepted final deliverables as proof of acceptance.

FIFTH: RESOURCES TO PAY FOR THE SERVICES: The services provided under this contract will be paid from the Allowance for Professional and Consulting Services, account number:

SIXTH. INDEPENDENT CONTRACTOR: **BOTH PARTIES** freely and voluntarily agree that under the terms of this agreement, no employer/employee relationship will be established and that the **SECOND PARTY** will act and render services as an independent contractor and further convene not to claim the **FIRST PARTY** for vacation or sick leave, retirement benefits, Christmas bonus, or for professional responsibility insurance policy. Nevertheless, the **FIRST PARTY** will make all discounts and allocations for Federal Social Security required by the Federal Internal

Revenue Service Office, but **BOTH PARTIES** accept and acknowledge that with these discounts and allocations, no employer/employee relationship is established between the parties.

The **FIRST PARTY** may withhold from payment due to the **SECOND PARTY** for services rendered up to the 10% provided by act no. 257 of the year 2018 to amend section 1062.3 of the Internal Revenue Code (2011), as amended, in accordance with the regulations approved by the Secretary of the Treasury. In the case of partial relief provided in section (g) of section 1062.03 of the Code, the amendments introduced by act 257-2018 establish that the applicable retention shall be 6%.

The **SECOND PARTY** is obligated, as a necessary stipulation for this agreement, to submit the certifications, releases and documents that corroborate his/her tax status, as required by the **FIRST PARTY** or its authorized representative.

The **SECOND PARTY** is responsible for submitting his tax declaration and paying the corresponding taxes to the Bureau of Income Tax of the Puerto Rico Department of the Treasury, for any taxable amounts resulting from any income accrued under this agreement. The **FIRST PARTY** shall notify the Bureau of Income Tax of any payments and reimbursements made to the **SECOND PARTY**.

SEVENTH. REPORTS: The **SECOND PARTY** must submit all reports requested by the **FIRST PARTY** or its authorized representative concerning the services pledged and provided under the terms of this contract.

EIGHTH: The **SECOND PARTY** is bound by the Administrative Policies established by the **FIRST PARTY** and it cannot change or act against said policies, without prior approval and permission from the **FIRST PARTY**.

NINTH. NEGLIGENCE OR ABANDONMENT: The **FIRST PARTY** reserves the right to terminate this contract without prior notice or approval, in any case the **FIRST PARTY** deems that the **SECOND PARTY** has acted negligently and/or abandoned its duties and/or obligations under this contract. The **SECOND PARTY'S** negligence and abandonment would be considered just cause for the termination of this contract without being subject to this contract's **RESOLUTION CLAUSE**, and the **SECOND PARTY'S** actions or omissions will relieve the **FIRST PARTY** from any obligation to the **SECOND PARTY** or any other party affected by the **SECOND PARTY'S** actions. The **SECOND PARTY** will finish all pending matters and jobs at the time of the contract termination without the **FIRST PARTY** incurring in any responsibility to pay for any additional amounts concerning pending matters or jobs.

TENTH. DISCRIMINATION IN RENDERING OF SERVICES: The **SECOND PARTY** pledges to abstain from discriminatory practices in the provision of the services, for reasons of a political or religious nature, race, social status, sex, age, nationality, as well as physical or mental limitations or for sexual orientation or gender identity.

ELEVENTH. INTELLECTUAL PROPERTY: BOTH PARTIES agree that any work, report and/or product resulting from the services provided by the **SECOND PARTY**, including but not limited to studies, research, consultations, or any other shape or form that they may take, will always be the personal and intellectual property of the **FIRST PARTY**. The **FIRST PARTY** will not be obligated to pay any monetary amount in addition to the payment specified in the **FOURTH CLAUSE** of this contract nor it would be in any obligation to the **SECOND PARTY** as a result of any intellectual rights, services and work performed including, but not limited to studies, research, consultations, or any other shape or form that they may take. The **FIRST PARTY** is also authorized and has the full right to give the aforementioned work product the official use it deems necessary.

The **SECOND PARTY** may not use work, reports and/or products resulting from services rendered in this contract for any other purposes other than the ones stated in this contract or authorized by the **FIRST PARTY**.

TWELFTH: VALIDITY AND DURATION: This Contract will remain in effect upon **BOTH PARTIES signatures until XXXX** and may be renewed for an additional period of time with prior written amendment duly signed by **BOTH PARTIES** and subject to the confirmation of available funds.

THIRTEENTH. RESOLUTION AND TERMINATION:

A. General Terms

This contract may be resolved prior to its termination date by any of the **PARTIES**, through written notification to the **OTHER PARTY**, with thirty (30) days previous notice from the date of the intended resolution, with no additional obligations from either **PARTY** (other than any payment obligations of the **FIRST PARTY** for any completed Deliverables by the **SECOND PARTY** and in the case of a termination by the **FIRST PARTY** hereunder, reimbursement of any wind-down costs (such costs are subject to the **FIRST PARTY'S** approval) incurred by the **SECOND PARTY**, as described in **Appendix A**.

In the event that the **FIRST PARTY** determines that the **SECOND PARTY** has failed to comply with the conditions of this contract in a timely manner or is in breach of this contract, the **FIRST PARTY** has the right to suspend or terminate the Services and/or Deliverables set forth under this contract and/or in the applicable Statement of Work, in part or in whole, or at its sole discretion, the **FIRST PARTY** may require the **SECOND PARTY** to take corrective action. The **FIRST PARTY** shall notify the **SECOND PARTY**, in either instance, in writing by giving thirty (30) calendar days written notice. In case corrective action has been required and is not taken within thirty (30) calendar days, or if such corrective action is deemed by the **FIRST PARTY** to be insufficient, the Services and/or Deliverables set forth under this contract and/or in the applicable Statement of Work may be terminated in part or in whole.

The insufficiency of funds shall be just cause for the immediate termination or modification of the Compensation Clause of this contract. In the case of a modification of the Compensation Clause,

the Services to be provided by the **SECOND PARTY** will be adjusted accordingly. However, in the case of an immediate termination for insufficiency of funds, reimbursement of wind-down costs (such costs are subject to the **FIRST PARTY'S** approval) incurred by the **SECOND PARTY** as detailed in **Appendix A** shall be payable.

An infraction or failure to comply with the following conditions by the **SECOND PARTY** shall construe just cause for the termination of this contract by the **FIRST PARTY**, and the **FIRST PARTY** shall not be liable for any obligations or responsibilities under this contract other than any payment obligations of the **FIRST PARTY** for any completed Services and/or Deliverables by the **SECOND PARTY**:

1. The infringement or infringements by the **SECOND PARTY** of Act No. 1 of January 3, 2012, as amended, known as the "Puerto Rico Government Ethics Act", as amended.
2. The **SECOND PARTY'S** uncured material breach of its responsibilities, or the abandonment of its material responsibilities as set forth in **CLAUSE ELEVENTH: MATERIAL BREACH OF OBLIGATIONS OR ABANDONNEMENT**.
3. The non-compliance by the **SECOND PARTY** of the regulations and procedures established by the **FIRST PARTY** communicated in writing and with reasonable advance notice to the **SECOND PARTY**.
4. The conviction or the determination of probable cause against the **SECOND PARTY** for the commission of a crime or offense against the public treasury or government administration or that involves public funds or properties, be it in the federal or state levels.
5. If the **SECOND PARTY** incurs and acts as described in **CLAUSE TWENTY THIRD** of this contract.
6. If the **SECOND PARTY** is accused, administratively or criminally, or convicted, of the fraudulent acquisition of any credentials.
7. If the **SECOND PARTY** loses its professional license or does not maintain its professional license up to date.
8. Cancellation of the professional liability policy of the **SECOND PARTY**, described in **CLAUSE TWENTY NINTH** of this contract.
9. If the **SECOND PARTY** violates HIPAA requirements as defined in **CLAUSE THIRTEENTH** of this contract.
10. The Secretary of the Interior shall have the power to terminate this contract at any time.
11. The breach of any of the established policies by the Financial Oversight and Management Board related to contractual relations with the Government of Puerto Rico and its instrumentalities, applicable to the **SECOND PARTY**. (FOMB POLICY: REVIEW OF CONTRACTS of November 6, 2017, modified on April 30, 2021).
12. The breach with the provisions of Executive Order OE2021-029 of April 27, 2021 or any subsequent amendment to it when applicable.

Furthermore, the Governor's Chief of Staff will have the power to terminate this contract at any moment during its term. However, in the case of an immediate termination, reimbursement of

wind-down costs (such costs are subject to the **FIRST PARTY'S** approval) incurred by the **SECOND PARTY** as detailed in **Appendix A** shall be payable.

It is expressly agreed upon, that the **SECOND PARTY** shall complete any work pending at the time of resolution without the **FIRST PARTY** being obligated to pay or additionally compensate the **SECOND PARTY** beyond amounts due for the Deliverables received and accepted by the **FIRST PARTY**.

B. Termination Assistance

Within six (6) months of the end of the final term of this Contract, or upon notice of termination of the Contract, whichever is shorter, and without respect to either the cause or time of such termination, the **SECOND PARTY** will take all necessary measures to facilitate an uninterrupted transition to a successor, to the extent required by the **FIRST PARTY** based on the Transition Services detailed in Section C. The **SECOND PARTY** will, at any time during the six (6) months preceding contract termination, provide such information about the System under this maintenance and operations contract as will be required by the **FIRST PARTY** and/or the successor for purposes of planning the transition. In addition, the **SECOND PARTY** will within seven (7) calendar days provide historical records to the **FIRST PARTY** in a form acceptable to the **FIRST PARTY** for the preceding years during which the **SECOND PARTY** was under contract with the **FIRST PARTY**, and any other information necessary for a seamless transition.

The **SECOND PARTY** agrees, after receipt of a notice of termination, and except as otherwise directed by the **FIRST PARTY**, that the **SECOND PARTY** will:

1. Stop work under the Contract on the date, and to the extent, specified in the notice.
2. Within seven (7) calendar days deliver copies of all subcontracts and all third-party contracts executed in connection with the performance of the Services.
3. Within seven (7) calendar days, provide the list of services provided by subcontractors in connection with the performance of the Service including the names of the subcontractors.
4. Place no further orders or subcontracts for Services, except as may be necessary for completion of such portion of the work under the Contract that is not terminated as specified in writing by the **FIRST PARTY**.
5. Assign, to the extent applicable or as the **FIRST PARTY** may require, all subcontracts and all third-party contracts executed in connection with the performance of the Services to the **FIRST PARTY** and/or a successor provider. Should any subcontractor or third-party require an assignment fee, the **FIRST PARTY** agrees to pay such fee to the subcontractor or third-party
6. Perform, as the **FIRST PARTY** may require, such knowledge transfer and other services as are required to allow the Services to continue without interruption or adverse effect and to facilitate orderly migration and transfer of the services to the successor.
7. Promptly supply all materials necessary for continued operation of the System, including:
 - a. Computer programs

- b. Data files
 - c. User and operations manuals
 - d. System and program documentation
 - e. Training programs related to the operation and maintenance of the System [42 CFR 434.10 (b) & SMM 2082.2]
8. Take such action as may be necessary, or as the **FIRST PARTY** may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the **SECOND PARTY** and in which the **FIRST PARTY** has or may acquire an interest, and to transfer that property to the **FIRST PARTY** or a successor.
9. Cooperate with the successor **SECOND PARTY**, other contractors, and the **FIRST PARTY** in the planning and transfer of operations.

The **SECOND PARTY** acknowledges that, if it were to breach, or threaten to breach, its obligation to provide the **FIRST PARTY** with the foregoing assistance, the **FIRST PARTY** might be immediately and irreparably harmed and monetary compensation might not be measurable or adequate. In such circumstances, the **FIRST PARTY** shall be entitled to obtain such injunctive, declaratory, or other equitable relief as the **FIRST PARTY** deems necessary to prevent such breach or threatened breach, without the requirement of posting any bond, and the **SECOND PARTY** waives any right it may have to allege or plead or prove that the **FIRST PARTY** is not entitled to injunctive, declaratory, or other equitable relief. If the court should find that the **SECOND PARTY** has breached (or attempted or threatened to breach) any such obligations, the **SECOND PARTY** agrees that without any additional findings of irreparable injury or other conditions to injunctive or any equitable relief, the **SECOND PARTY** will not oppose the entry of an order compelling its performance and restraining the **SECOND PARTY** from any further breaches (or attempted or threatened breaches).

C. Transition Services

The **SECOND PARTY** shall provide assistance in turning over some or all artifacts, roles and processes to the **FIRST PARTY** and/or to another contractor. This section describes the facets of turnover planning and activities that are to start six (6) months preceding contract termination or upon request. Turnover must be smooth, timely, and without adverse impact on Providers, beneficiaries and users. The **SECOND PARTY** shall provide a Turnover Results Report that documents completion and results of each step of the Turnover and Closeout Management Plan.

C.1 Turnover and Closeout Management Plan

Prepare, or update, and submit to the **FIRST PARTY** the Turnover and Closeout Management Plan six (6) months preceding contract termination or upon request. The Turnover and Closeout Management Plan shall be based on all facets of a smooth turnover occurring within six (6) months prior to contract expiration, including but not limited to:

- i. Transition Approach;
- ii. Staffing;

- iii. Tasks;
- iv. Schedule; and
- v. Operational documentation and work artifacts.

The Turnover and Closeout Management Plan will include:

- 1) Key personnel and their responsibilities during transition activities.
- 2) Knowledge transfer activities to **FIRST PARTY** or a designated agent.
- 3) Detailed description of the transition process to facilitate the smooth transition of operations within timelines.
- 4) Turnover/Closeout WBS; including dependencies on **FIRST PARTY** and other vendors.
- 5) Transfer of assets (i.e., software, licenses, subscriptions, branding, hardware, furniture, lockboxes, etc.) and security responsibilities.
- 6) Dependencies on resources (e.g., vendor staff, other vendors, technology, licenses, contracts, etc.) necessary to complete the transition activities.
- 7) Project communication associated with risk management and project status reporting during the transition.
- 8) Transition or closure of active correspondence; as applicable.
- 9) Job shadowing and training activities necessary for the transition.
- 10) Certificates of destruction of project assets and data, as necessary.
- 11) Delivery of project documentation in final as well as editable formats, including the Program Management Plan(s), Master Project Schedule, Risk and Issues Register, business / process design, business standard operational procedures, etc.
- 12) Transfer of assets, as applicable.
- 13) Transition or closure of active correspondence.
- 14) Delivery of the Project Closeout Report.

The **SECOND PARTY** will at a minimum update the Turnover and Closeout Management Plan annually.

C.2 Statement of Resources

As requested by the **FIRST PARTY** or its designated agent, the **SECOND PARTY** must furnish a Statement of Resources based on the **SECOND PARTY'S** actual experience and resources with a detailed and comprehensive organizational chart depicting the **SECOND PARTY'S** entire operation. At a minimum, the statement must identify all staff by type of activity, number, and include all facilities and any other resources required to operate the System. The **SECOND PARTY** will, at the request of the **FIRST PARTY**, meet with the **FIRST PARTY** and/or another Contractor for coordinating turnover of knowledge and turnover of duties within the last six (6) months prior to contract expiration.

C.4 Transition Deliverables

- i. Turnover and Closeout Management Plan;
- ii. Statement of Resources;
- iii. Module and System software, files, including but not limited to business design, technical design, testing and other operations documentation;
- iv. Turnover Results Report; and
- v. Operational infrastructure.

D. 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 Statement of Work (SOW) to the **FIRST PARTY** as follows:

FOURTEENTH: MONETARY INTEREST:

_____ The **SECOND PARTY** certifies that to the best of its knowledge, no official or employee of the **SECOND PARTY**, nor any member of their family unit has, directly or indirectly, a pecuniary interest in this contract.

_____ The **SECOND PARTY** certifies that to the best of its knowledge, no official or employee of the **DEPARTMENT OF HEALTH** has had during the preceding two (2) years before occupying his current position, any direct or indirect pecuniary interest in this contract.

_____ The **SECOND PARTY** certifies that to the best of its knowledge, there is no family relationship with any of its partners, officials or employees that has decision-making authority or influence or participation in the institutional decision-making process of the **FIRST PARTY**.

_____ The **SECOND PARTY** certifies that one or some of its officers, directors or employees have a family relation with an official or employee of the **FIRST PARTY** but the Government Ethics Office issued a waiver. The **SECOND PARTY** is hereby obligated to inform of any family relationship and name and place of work of said officer or employee, as expressly established in the certification. Copy of the certification and waiver are made part of this contract.

The **FIRST PARTY** certifies that, to the best of its knowledge, no employee or official of the **DEPARTMENT OF HEALTH** or any member of their family unit has, directly or indirectly, any pecuniary interest in this agreement and that no official or employee of the Executive Branch of the government of the Commonwealth of Puerto Rico has any interest in the earnings and benefits resulting from this contract.

FIFTEENTH: INTERPRETATION: This contract will always be subject to the Laws and Regulations of the Commonwealth of Puerto Rico and will be interpreted accordingly. If any of the clauses, paragraphs, sentences, words or parts of this contract is declared invalid or unconstitutional by a court of law, the remaining provisions, paragraphs, sentences, words or parts of this contract shall continue in effect to ensure the intent of the contracting parties, which

may be interpreted in accordance with the applicable provisions of the Civil Code of Puerto Rico and the laws governing the contracting parties with the Commonwealth of Puerto Rico.

SIXTEENTH: FORMER GOVERNMENT EMPLOYEES:

_____ The **SECOND PARTY** certifies that to the best of its knowledge none of its partners, officers and/or directors have been public servants.

_____ The **SECOND PARTY** certifies that to the best of its knowledge more than two (2) years have passed from the termination of the functions of some of its partner(s) and/or incorporators as a public servant and that he/she has not offered information, intervened, cooperated, assessed in any way or represented directly or indirectly any natural person, legal person or public entity before the agency he/she worked, according to the provisions of Section 4.6 of the Governmental Ethics Act, Act Number 1 of January 3rd, 2012.

_____ The **SECOND PARTY** certifies that not more than two (2) years have elapsed since the end of duties as public servant of one or more of its partners, officers or directors and/or one or more of its partners, officers or directors continue rendering services as a public servant. Notwithstanding these facts, services rendered were performed under the provisions of the Political Code of 1902, as amended, Article 177 (3 L.P.R.A. §551) which exempts doctors, dentists, pharmacists, dental assistants, nurses, trainees, x-ray technicians and laboratory personnel from this double compensation prohibition for those who have been public servants with any of Commonwealth of Puerto Rico's instrumentalities or its municipalities.

_____ The **SECOND PARTY** certifies that not more than two (2) years have passed from the termination of the functions of one or some of its officers, directors and/or partners as public servants, nevertheless *ad honorem* services were being rendered according to the provisions of Section 4.6 of the Governmental Ethics Act, Act Number 1 of January 3, 2012.

_____ The **SECOND PARTY** certifies that one or some of its officers, director and/or partners have been public servants for the **FIRST PARTY**, and that not more than two (2) years have passed from the termination of their functions.

In the event of exceptional circumstances and at the sole discretion of the Office of Governmental Ethics, it may issue a waiver, if contracting the former public servant within the two (2) year period results in benefit for the public service.

SEVENTEENTH: CRIMES AGAINST THE PUBLIC TREASURY:

The **SECOND PARTY** certifies that neither it or its shareholders, partners, officials, principal, employees, subsidiaries or its parent company has been convicted or found with probable cause for arrest for any crime against the public treasury, the public faith and duty, nor one that involves public property or funds, whether state or federal.

The **SECOND PARTY** acknowledges its obligation to inform, on a continuous basis and while this contract is on effect, of any circumstance related with the status of an ongoing investigation based

on a commission of a crime against the public treasury, the public faith and duty, against government execution or that involves public property or funds, whether state or federal.

The **SECOND PARTY** certifies that ten (10) years prior to the formalization of this contract, it has not been involved in the commission of any crime against the public treasury, the public faith and duty, or one that involves public property or funds, whether state or federal.

EIGHTEENTH: CONFIDENTIALITY: The **SECOND PARTY** agrees to maintain in strict confidentiality and shall not make public all the **SECOND PARTY'S** disclosed information related to the services to be rendered under this contract.

NINETEENTH: AUDITS: The **SECOND PARTY** agrees to make viable any audits that the **FIRST PARTY** and/or the Office of the Comptroller of Puerto Rico may deem necessary and, accordingly, it must:

1. Maintain available for examination by the **FIRST PARTY** or the Office of the Comptroller of Puerto Rico at all times, all files, documents, books and data pertaining to all matters covered by this contract.
2. Preserve all files and any other document pertaining to this contract for a period of six (6) years after the expiration of this contract. If an audit has been started and it has not been completed at the end of the six (6) years, the files must be preserved until the final results of the audit are issued.

TWENTIETH: NON-TRANSFERABILITY: The services to be provided by the **SECOND PARTY** under this contract shall not be transferable without previous notice and approval of the **FIRST PARTY**. Their delegation to other parties will be just cause for the immediate termination of this contract. The **SECOND PARTY** will be responsible for any direct or indirect damages or detriment which might be caused to the **FIRST PARTY** because of the breach of this clause.

TWENTY-FIRST: INSURANCE POLICIES:

The **SECOND PARTY** will maintain in force during the period of this Agreement the following insurance policies:

1. Commercial General Insurance with limits non less than \$_____
2. Commercial Auto Liability with limits non less than \$_____ and the following forms: Non-Owned Autos, Hired Autos.
3. Professional Liability Insurance with limits non less than \$_____.

The policies must have the following endorsements:

- Naming the **DEPARTMENT OF HEALTH** of Puerto Rico, as an additional insured.

- Including the Hold Harmless Agreement.
- Policies cannot be cancelled or modified without providing thirty (30) days prior written notice to the **DEPARTMENT OF HEALTH**, Office of Insurance and Risks (“Oficina de Seguros y Riesgos”), P. O. Box 70184, San Juan, Puerto Rico 00936-8184.

Copy of all policies will be part of this Agreement’s file.

TWENTY-SECOND: RESPONSIBILITY FOR TORT DAMAGES: The **SECOND PARTY** will be responsible for any damages and injuries caused by the negligent handling or the abandonment of the responsibilities under this contract and will thus exempt the **FIRST PARTY** from any obligation or responsibility from such actions.

TWENTY-THIRD: INCOME TAX CERTIFICATION:

_____The **SECOND PARTY** certifies and warrants that it has fulfilled its income tax obligations and does not have any tax debts with the Commonwealth of Puerto Rico for the past five (5) years prior to the signing of this contract. It further certifies that it has no outstanding debts with the government, such as any income tax debts, excise taxes, real estate or property taxes, including any special liens, license rights, payroll source taxes payment withholdings, interest income, dividend income, annuities income, salaries and any other income for any other concept.

OR

_____The **SECOND PARTY** certifies and warrants that, at the time of executing this contract, it has filed its tax declarations for the five (5) previous years, and that it has adhered to an installment repayment agreement, and that it is complying with its terms and conditions. **Copy of the payment plan or plans shall be included and made part of this contract.**

OR

_____The **SECOND PARTY** certifies that at the time of entering into this contract, it has NOT submitted its tax declaration for some of the tax periods within the five (5) years prior to this contract, and that it does not owe any taxes to the Commonwealth of Puerto Rico. The **SECOND PARTY** also certifies that it does not owe any taxes, in the form of income taxes, sales taxes, real and personal property taxes, including any special liens, license rights, dividends, rents, salaries and other fees owed for any other reason.

AND

The **SECOND PARTY** shall submit, in original format, a Department of the Treasury’s Income Tax Return Filing Certification, Form SC 6088, if pertinent, a Manual Correction to the Income Tax Return Filing Certification (Form SC 2888) and Tax Return Filing Certification (Form SC 6096), and the Center for Municipal Revenue Collection (CRIM) Certification of Property Tax Payment. In the event the **SECOND PARTY** does not own property, and does not pay property

taxes, the **SECOND PARTY** shall submit a sworn statement, pursuant to the requirements of terms on Circular Letter 1300-16-16 of the Department of the Treasury, and a Debt Certification for all concepts that are part of this contract.

The **SECOND PARTY** also agrees to submit with its last invoice, Form SC-6096, a Debt Certification issued by the Department of the Treasury. The **SECOND PARTY** accepts and acknowledges that the last payment under this contract shall only be issued if the Debt Certification states that the **SECOND PARTY** owes no debts to the Department of the Treasury. In the event of debt, the **SECOND PARTY** agrees to cancel such debt through withholdings on the payments due to him for services rendered under this contract.

In fulfillment with Section VII, General Provisions, Item F of Circular Letter 1300-16-16 of January 19th, 2016 from the Commonwealth of Puerto Rico Department of the Treasury, which provides that when the cost of a contract does not exceed the amount of \$16,000.00, the **SECOND PARTY** shall certify that it has fulfilled all of its tax responsibilities or in the case of an existing tax debt, it is currently subscribed to a payment plan which terms and conditions are being met and shall not be required to present to the **FIRST PARTY** any documents required under the aforementioned Circular Letter.

It is expressly accepted that these are essential conditions of this contract, and if the above certification is not accurate in any or all of its parts, this may construe sufficient grounds for the annulment of this contract by the **FIRST PARTY**, and for the **SECOND PARTY** to be liable for the reimbursement of all sums of money paid under this contract.

TWENTY-FOURTH: CERTIFICATION OF SALES AND USE TAX - SUT:

_____ The **SECOND PARTY** certifies and warrants that at the time of this contract's execution it has filed its monthly return of the sales and use tax - SUT during the five (5) years prior to this contract and that it does not owe taxes to the Commonwealth of Puerto Rico.

OR

_____ The **SECOND PARTY** certifies and warrants that at the time of this contract's execution it has filed its monthly tax return during the five (5) years prior to this contract and that is subject to a payment plan with the terms and conditions being met. Copy of the Payment Plan or Plans, are part of the file of this contract.

OR

_____ The **SECOND PARTY** certifies that at the time of this contract's execution it is NOT required to file any monthly tax return as a Withholding Agent of the SUT.

OR

_____ The **SECOND PARTY** certifies that it has no obligation to file the monthly or annual tax return on sales and use IVU and/or the monthly or annual import tax return because it is considered a non-withholding agent at the time of signing this contract.

AND

The **SECOND PARTY** shall submit an original of the Department of the Treasury “Certification of Filing of the Return of Sales and Use Tax – SUT” (Form SC 2942), “Certification of Debt of the Sales and Use Tax” (Form SC 2927) in compliance with the requirements stated in Circular Letter 1300-16-16 issued by the Department of the Treasury.

The **SECOND PARTY** also undertakes to submit, with its latest invoice, Model SC-2927, IVU Debt Certification issued by the Department of the Treasury. The **SECOND PARTY** accepts and acknowledges that the last payment to be made under the contract will only be processed if the Debt Certification indicates that the **SECOND PARTY** has no debt with the Department of the Treasury. If there is debt, the **SECOND PARTY** undertakes to cancel it by withholding the payments to which it is entitled to receive for the services that are the object of this contract.

In fulfillment with Section VII, General Provisions, Item F of Circular Letter 1300-16-16 of January 19th, 2016 from the Commonwealth of Puerto Rico Department of the Treasury, which provides that when the cost of a contract does not exceed the amount of \$16,000.00, the **SECOND PARTY** shall certify that it has fulfilled all of its tax responsibilities or in the case of an existing tax debt, it is currently subscribed to a payment plan which terms and conditions are being met and shall not be required to present to the **FIRST PARTY** any documents required under the aforementioned Circular Letter.

It is expressly acknowledged that these are essential conditions to this contract, and if the aforementioned certification is not correct at all, or in part, it shall be sufficient cause for the **FIRST PARTY** to cancel the contract and the **SECOND PARTY** shall have to repay to the **FIRST PARTY** any sum of money received under this contract.

TWENTY-FIFTH: CONFLICT OF INTERESTS: The **SECOND PARTY** acknowledges that in the fulfillment of its professional functions it has the duty to be completely loyal to the **FIRST PARTY**, a duty that includes not having any interests that run counter to those of the **FIRST PARTY**. These conflicting interests include the representation of clients who have or might have interests that conflict with those of the **FIRST PARTY**. This duty also includes the unceasing obligation to keep the **FIRST PARTY** fully informed regarding its relationship with its clients and other third parties, and about any interest that might have an influence on the **FIRST PARTY** at the moment of awarding the contract or while the contract is in force.

The **SECOND PARTY** certifies that it is not representing, nor will it represent, while this contract is in force, any private interests in cases or matters involving conflicts of interest, or of public policy, against the **FIRST PARTY**.

The **SECOND PARTY** represents conflicting interests when, in order to benefit a client, it has the duty to promote or advance something which, in fact, it should oppose in the fulfillment of its duty toward another previous, present or potential client. It also represents conflicting interests when its behavior is so described in the ethical standards that are generally accepted in its profession, or in the laws and regulations of the Commonwealth of Puerto Rico.

In the matter of contracts with societies and companies, the fact that one of its managers, associates or employees incurs in the conduct described here will constitute an infringement of the ethical clause. The **SECOND PARTY** will avoid even the impression that a conflict of interest exists.

The **SECOND PARTY** acknowledges the investigatory and supervisory powers of the **FIRST PARTY'S** head concerning the restrictions included here. If the **FIRST PARTY'S** head concludes that interests that run counter to those of the **FIRST PARTY** are present or taking shape he will send a written report to the **SECOND PARTY**, detailing his or her findings and expressing his intention to annul the contract within a period of thirty (30) days. Within that time span the **SECOND PARTY** may request a meeting with the **FIRST PARTY'S** head, in order to present its points of view regarding the determination of conflict of interest; the request will always be granted. If there is no request of a meeting within those thirty (30) days, or in case no agreement is reached in the meeting, this contract will be declared null and void.

TWENTY-SIXTH: CERTIFICATION BY THE CHILD SUPPORT ADMINISTRATION: The **SECOND PARTY** shall submit to the **FIRST PARTY** a certification of compliance issued by the Child Support Administration ("ASUME", for its acronym in Spanish).

This certification is issued to legal entities (companies, corporations, LLCs) to verify compliance with any orders issued to them as employers for salary retention for payment of child support obligations of its employees.

TWENTY-SEVENTH: COMPLIANCE WITH ACT NUMBER 168 OF AUGUST 12, 2000:

When applicable and for the duration of this contract, the **SECOND PARTY** will maintain the **FIRST PARTY** informed of any change in its status related to its obligations, if any, in compliance with the provisions of Act No. 168 of August 12, 2000, as amended, known as the "Act for the Enhancement to the Support of the Elderly in Puerto Rico", by which the Program for the Support of the Elderly is established and ascribed to the Child Support Enforcement Administration ("ASUME", for its acronym in Spanish), the breach of this clause shall result in immediate termination of this contract.

It is expressly acknowledged that the aforementioned certification is an essential condition to this contract, and if it is not accurate at all, or in part, it shall be sufficient cause for the **FIRST PARTY** to terminate the contract and the **SECOND PARTY** shall have to refund to the **FIRST PARTY** any sum of money received under this contract.

_____ The **SECOND PARTY** certifies and warrants that it is not required to comply with the provisions of Act No. 168 of August 12, 2000, known as the "Act for the Enhancement to the Support of the Elderly in Puerto Rico", by which the Program for the Support of the Elderly is established and ascribed to the ASUME, the breach of this clause shall result in immediate termination of this contract.

It is expressly acknowledged that the aforementioned certification is an essential condition of this contract, and if it is not accurate at all, or in part, it shall be sufficient cause for the **FIRST PARTY** to terminate the contract and the **SECOND PARTY** shall have to refund to the **FIRST PARTY** any sum of money received under this contract.

TWENTY-EIGHTH: CERTIFICATION REGARDING DEPARTMENT OF LABOR AND HUMAN RESOURCES MATTERS: The **SECOND PARTY** certifies and warrants that at the moment of executing this contract it has paid:

_____ Unemployment Insurance

_____ Temporary Disability

_____ Chauffeur's Insurance

It is hereby acknowledged that this is an essential condition for the execution of the contract, and if the previous certification is not correct, in all or in part, shall be sufficient cause for the contracting party to set aside this contract and the **SECOND PARTY** having to reimburse to the **FIRST PARTY** all sums of money received under this contract.

TWENTY-NINTH: ANTI-CORRUPTION CODE FOR THE NEW PUERTO RICO: The **SECOND PARTY** certifies knowing and complying with the ethical provisions established in Act Number 2 of January 4, 2018, known as the "Anti-Corruption Code for the New Puerto Rico".

30. COMPLIANCE WITH THE FEDERAL HEALTH INSURANCE AND PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

A. The federal law, Health Insurance Portability and Accountability Act of 1996 (known by its acronym, "HIPAA") and its Privacy and Security Rule require that any entity that is covered by this statute trains its employees and establish policies and procedures related to provisions as to privacy, confidentiality and information security requirements regarding patient health information, whether that information is created, stored, managed, accessed or transmitted either on paper or by electronic means.

B. HIPAA defines 'labor force' as those regular employees, independent contractors, transitory employees, volunteers, students, interns and any person who works in the area assigned by the **FIRST PARTY**, whether or not that person is compensated for work performed.

C. The **SECOND PARTY** is part of that labor force and as such, is subject to complying with the policies and procedures established by the **FIRST PARTY** relative to HIPAA compliance and its accompanying regulations. As such, the **SECOND PARTY** shall:

i. Be trained on said law, its Privacy Rule, Codes Transactions and Identifiers and its Security Rule regarding protected health information that is accessed, created, maintained or transmitted through electronic means (ePHI).

ii. Learn about and comply with the requirements established in the **FIRST PARTY'S** Policies and Procedures Regarding Privacy and Security Practices.

iii. Immediately report to the **FIRST PARTY**, in writing, any Protected Health Information (PHI) use and/or disclosure which do not comply with the terms of this contract as detailed in 45 C.F.R. § 164.504(e)(2)(ii)(C).

iv. The **SECOND PARTY** shall ensure that any agent(s) or subcontractor(s) agree, in writing, to the same conditions and restrictions that apply to the **SECOND PARTY** regarding the privacy of said information as detailed in 45 C.F.R. § 164.502 (e)(1)(ii), § 164.504(b)(2) and §164.504(e)(2)(ii)(D).

v. If the **SECOND PARTY** has to disclose PHI to third parties, in order to comply with the terms and conditions of this contract as well as its duties and responsibilities, before disclosing any PHI, the **SECOND PARTY** will obtain assurances from the third party that the information will remain confidential and secure, that it will only be disclosed as required by law and only for the purposes for which it was provided, and that it will immediately notify the **FIRST PARTY** of any known confidentiality violations. 45 C.F.R. §164.504(e)(2)(i), §164.504(e)(2)(i)(B), §164.504(e)(2)(ii)(A) and §164.504(e)(4)(ii).

vi. Comply with the HIPAA requirements that apply to participants regarding their PHI rights as established in 45 C.F.R. §164.524, provide designated record sets to the **FIRST PARTY** as developed during the course of furnishing health care services as required by 45 C.F.R. § 164.524.

vii. Comply with all the **FIRST PARTY'S** policies regarding the protection of privacy, confidentiality, and security of patient PHI, whether this information is on paper or stored in electronic media. Comply with federal regulations regarding the management and custody of PHI relative to administrative, physical and technical requirements as required by 45 C.F.R. § 164-308, 164.310, 164.312 and 164.316.

D. With regards to shared PHI between the **PARTIES**, the **SECOND PARTY** will be required to maintain the following PHI managing standards:

1. Maintain systems that protect PHI, either through physical or electronic means, from unauthorized access and maintain compliance with the HIPAA electronic security rules, including but not limited to, electronic risk analysis.

2. Previous written request to the **FIRST PARTY**, to allow access to the PHI owner individual to his/her health information, in compliance with the **FIRST PARTY'S** policies that only the minimum necessary information be disclosed with any PHI request.

3. Maintain a registry of shared PHI, with access to the **FIRST PARTY**, as required by 45 C.F.R. § 164.528.

4. Immediately inform the **FIRST PARTY** of any unauthorized use or disclosure as soon as it has knowledge.

5. Require that any sub-contractor or agent follow the restrictions and conditions that are applicable to the **FIRST PARTY** in the management of PHI, including electronic medical information. The **SECOND PARTY** shall, upon request from the **FIRST PARTY**, share the flow-down process undertaken with contractors in the management of PHI.

6. Incorporate any amendment to the individual information that is transmitted by the **FIRST PARTY**.

7. Make available for inspection by Department of Health and Human Services (DHHS) personnel its internal practices, books and records related to the use and disclosure of PHI received from the **FIRST PARTY**.

8. The **SECOND PARTY** shall return to the **FIRST PARTY**, all the PHI that it possesses upon contract termination.

9. The **SECOND PARTY** will be responsible for maintaining the security and integrity of the **FIRST PARTY'S** patients, in particular the information that is shared through mobile electronic devices. Therefore, the **SECOND PARTY** shall be obligated to comply with the following requirements:

a. The management of PHI by electronic means of the **FIRST PARTY'S** patients, the **FIRST PARTY'S** programs, clinics, hospitals and other direct service areas, shall be done through the equipment provided by the **FIRST PARTY**.

b. The management of PHI through other mobile methods is limited to extreme circumstances in which its exchange is necessary to preserve the health and security of the patients and when the communication is between duly authorized health care professionals by the covered entity that is sharing the PHI. In these circumstances, the information to be shared will be identified in such manner that it does not identify the patient receiving health services.

c. In any other case, the exchange, possession and/or use of PHI under the custody of the Department of Health and its employees through the use of electronic means is prohibited, such as:

i. Cell phones

- ii. Portable computers (when their use is outside of the **FIRST PARTY'S** premises and/or the device does not have encryption capabilities, acceptable to the **FIRST PARTY**) or any other portable electronic device
- iii. Flash drives
- iv. Portable discs
- v. Any other method of information exchange that is not authorized by the **FIRST PARTY**

E. The **SECOND PARTY** shall be responsible for the requirements listed in subpart C of 45 C.F.R. § 164 relative to compliance with electronic PHI (ePHI). The **SECOND PARTY** shall immediately inform the **FIRST PARTY** as soon as it has knowledge regarding the use or disclosure of any electronic security incident where the PHI of program participants may be compromised as required by 45 C.F.R. § 164.410. Any expense generated because of the violation of PHI or ePHI management requirements shall be the responsibility of the **SECOND PARTY**.

F. The **SECOND PARTY**, at its own expense, shall be responsible for notifying each patient and participant that an electronic security breach has occurred that affects or compromises their PHI, and will proceed to report the incident to the U.S. Department of Health and Human Services Office of Civil Rights in compliance with the Health Information Technology for Economic and Clinical Health Act, and the Genetic Information Nondiscrimination Act, and will report to the **FIRST PARTY** of all activities undertaken to resolve the incident. Additionally, the **SECOND PARTY** shall file a report with the **FIRST PARTY'S** HIPAA Office.

G. If the **SECOND PARTY** does not comply with the standards established under HIPAA and its regulations or the Government of Puerto Rico privacy, confidentiality, and security laws, it will be exposed to sanctions from the Department of Health and Human Services and its contract could be terminated immediately. The **FIRST PARTY** reserves the right to terminate this contract in accordance with the termination clause.

H. The **SECOND PARTY** recognizes that if a violation of federal law has taken place, its regulations, as well as the Government of Puerto Rico law regarding the management of confidential information, it will be responsible for the payment of any fines that may be imposed by the U.S. Department of Health and Human Services.

I. If the **SECOND PARTY'S** personnel who are rendering services under this contract, do not comply with the standards established under the HIPAA and its regulations, the Government of Puerto Rico laws and regulations that protect the privacy, confidentiality, and security of PHI and Privacy, Confidentiality and Security Policies and Procedures, these can be sanctioned, and this contract could be terminated immediately.

31. PUBLIC POLICY COMPLIANCE: If the **SECOND PARTY** incurs in any conduct that contravenes with legislation and/or Public Policy for the protection and prohibition of Sexual

Harassment, Discrimination of Any Kind, Use and/or Abuse of Controlled Substances, this contract shall be deemed terminated immediately.

32. COMPLIANCE WITH ACT NUMBER 127 OF MAY 31, 2004: BOTH PARTIES acknowledge and accept that none of the obligations and stipulations in this contract are enforceable until this contract is fully presented and registered by the Comptroller of the Commonwealth of Puerto Rico as per Act Number 18 of October 30, 1975, as amended, by Act Number 127 of May 31, 2004.

33. LITIGATION: The **SECOND PARTY** certifies that there is no ongoing civil or criminal action against the Puerto Rico Department of Health or any government agency, office, or instrumentality at the moment of this contract signing.

34. SMOKE FREE WORKPLACE ENVIRONMENT: The **SECOND PARTY** hereby agrees to comply with the dispositions of Act No. 40 of August 3, 1993, as amended, known as the "Law to Regulate Smoking in Public and Private Places" and with the regulations of the Secretary of Health and the Puerto Rico Police Department number 7304, as amended, which prohibits smoking in their facilities, including external and internal areas, both open and enclosed, among others.

35. SUBCONTRACTING:

The **SECOND PARTY** shall not subcontract with any private entity with the purpose of delegating the essential services object of this contract. The **SECOND PARTY** shall only subcontract for personal services and professional and consulting services with the only purpose to fulfill the essential services object of this contract. Under no circumstance **FIRST PARTY's** consent to authorize such subcontracts shall be interpreted that the **FIRST PARTY** would incur in additional obligations as to the total compensation in dollars convened in this contract, or that the **SECOND PARTY** will be relieved of its responsibility for any damages that the subcontracted party would cause.

Any subcontracting the **SECOND PARTY** deem necessary to engage, not included on the allowed types of subcontracting, shall require **FIRST PARTY's** written authorization. Every subcontract shall be subject to all special conditions established on this contract and to any additional condition the **FIRST PARTY** deems necessary for its approval, and to all law and regulations (state and federal) applicable to the contract originated and subscribed by the **FIRST PARTY** and the **SECOND PARTY**.

36. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE:

The **SECOND PARTY** agrees to provide all necessary documentation and to provide the **FIRST PARTY** evidence of having the Data Universal Numbering System (D-U-N-S) number. In addition, the **SECOND PARTY** must be registered and have an active account in the System for Award Management (SAM). After receiving the aforementioned information, the First Party will register

the **SECOND PARTY** in the FFATA Sub-award Reporting System (FSRS) in order to comply with the Federal Funding Accountability and Transparency Act (FFATA).

37. OTHER PROVISIONS:

_____The **SECOND PARTY** acknowledges that it renders services under contract for _____ and that the services provided under such contract do not enter in conflict in any way, with the services to be provided under the terms of this contract.

38. ULTRAVIRES: IN ACCORDANCE WITH THE RULES OF LAW AND THE STANDARDS THAT GOVERN THE CONTRACTING OF SERVICES, THE PERSONS APPEARING FOR THIS CONTRACT ACKNOWLEDGE THAT NO SERVICES SHALL BE PROVIDED UNDER THIS CONTRACT UNTIL IT IS SIGNED BY BOTH PARTIES. LIKEWISE, NO SERVICES WILL BE PROVIDED UNDER THIS CONTRACT AFTER THE EXPIRATION DATE, EXCEPT IN THE CASE THAT AT THE EXPIRATION DATE, AN AMENDMENT IS ALREADY IN PLACE SIGNED BY BOTH PARTIES. THE SERVICES PROVIDED IN VIOLATION OF THIS CLAUSE SHALL NOT BE PAID, DUE TO THE FACT THAT ANY OFFICIAL WHO MIGHT REQUEST AND RECEIVE SERVICES FROM THE OTHER PARTY, IN VIOLATION OF THIS PROVISION, WILL BE DOING IT WITHOUT ANY LEGAL AUTHORITY.

CLAUSE 40. CERTIFICATION OF COMPLIANCE WITH ACT NO. 73 OF JULY 19, 2019, AS AMENDED: SINGLE REGISTRY FOR PROFESSIONAL SERVICES PROVIDERS (RUP, FOR ITS SPANISH ACRONYM):

The **SECOND PARTY** will submit to the **FIRST PARTY** the compliance certification (Eligibility Certificate) of the RUP, issued by the General Services Administration (ASG, for its Spanish acronym), under the pertinent category for the services to be provided under this contract.

The **SECOND PARTY** hereby recognizes and accepts that no services shall be rendered nor any payment shall be due under this contract until the **SECOND PARTY** is registered under the RUP and the Eligibility Certificate is submitted to the **FIRST PARTY**.

CLAUSE 41. CERTIFICATION OF COMPLIANCE WITH THE POLICIES ESTABLISHED BY THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD (FOMB):

The **SECOND PARTY** certifies knowledge of the policies established by the **FOMB** (FOMB POLICY: REVIEW OF CONTRACTS of November 6, 2017, modified on April 30, 2021, available at www.oversightboard.pr.gov/contract-review/), related to contracts, inclusive of any amendments, modifications or extensions, with an aggregate expected value of **\$10,000,000.00** or more, which must be submitted to the **FOMB** for review and approval prior to its execution, subject to the following requirement:

- The information included in Appendix C of the **FOMB** (Contractor Certification Requirement) is complete, accurate and correct. When applicable, the information provided shall include the name of every principal (individuals and/or entities with full authority to act on behalf of the **SECOND PARTY**) and principal interested party

(individuals or entities with a property or membership interest, equal or higher than ten percent (10%)), including **SECOND PARTY'S** subcontractors.

The **SECOND PARTY** also acknowledges that the **FOMB** may select on a random basis or otherwise in its sole discretion, contracts below the **\$10,000,000.00** threshold, to assure that they promote market competition and are not inconsistent with the approved Fiscal Plan, consistent with PROMESA Sections 104(c) and (k) and 204(b)(5).

The **SECOND PARTY** acknowledges and accepts that if any of the information provided to the **FOMB** is not complete, precise and correct, will render this Contract null and void and the **SECOND PARTY** will have the obligation to reimburse immediately to the **FIRST PARTY** any amount, payment or benefit received under this Contract.

CLAUSE 42. TRANSFER OF SKILLS AND TECHNICAL KNOWLEDGE CERTIFICATION: The Certified Fiscal Plan requires that all professional services contracts include the adequate transfer of skills and technical knowledge from the **SECOND PARTY** to the **FIRST PARTY'S** pertinent personnel, to the extent that such contract contemplates recurring professional services that could be performed by appropriately trained **FIRST PARTY'S** staff. To those effects, the **SECOND PARTY** certifies that:

_____ Adequate skills and technical knowledge will be transferred to the pertinent **FIRST PARTY'S** personnel, as stipulated under this Contract.

_____ Skills and technical knowledge are not required to be transferred, due to the fact that the professional services contemplated under this Contract are non-recurring and they may not be performed by existing staff of the **FIRST PARTY**.

_____ Skills and technical knowledge are not required to be transferred, due to the fact that the professional services contemplated under this Contract are specialized and/or require independence in order to be performed, as defined by the Financial Oversight and Management Board's Code of Conduct and they may not be performed by existing staff of the **FIRST PARTY**.

CLAUSE 43. CERTIFICATION IN COMPLIANCE OF EXECUTIVE ORDER OE2021-029 OF APRIL 27, 2021, ISSUED BY THE HONORABLE GOVERNOR OF PUERTO RICO, PEDRO R. PIERLUISI:

The **FIRST PARTY** hereby certifies that the **SECOND PARTY** was selected as the provider of the professional services described in this Contract in accordance to the provisions of Executive Order 2021-029 or any subsequent amendment to the same when applicable. Likewise, **BOTH PARTIES** certify that they know what is provided in said Executive Order and that all contractual relation covered under its provisions that has not followed the established processes and requirements therein, shall be rescinded.

ATTESTING TO WHICH, THE CONTRACTING PARTIES SIGN THIS CONTRACT, THUS BINDING THEM TO ABIDE BY ITS CLAUSES AND CONDITIONS.

In San Juan, Puerto Rico, today _____, 2023.

SECOND PARTY

FIRST PARTY

This contract was presented for registration at the Office of the Comptroller of the Commonwealth of Puerto Rico, today, _____.

CERTIFICATION

I, _____ Attorney for the Legal Division of the Puerto Rico Department of Health, hereby I certify that I have reviewed the contract, it complies with the format and mandatory clauses of rigor.

10.4 Appendix 4: Terms for Filing a Judicial Review 3 L.P.R.A Section 9672

Any of the respondents that submitted a responsive proposal to 2023-PRMP-MES-EOMC-004 will have the opportunity to challenge or appeal the award that results from the RFP and evaluation process.

To file an application for review according to 3 L.P.R.A Section 9672, the respondent must fill out and submit this form during the period established in Section 1.3: RFP Schedule of Events. If the form is not received on the period established in Section 1.3: RFP Schedule of Events, then the application for review will not be considered. This form must be **hand delivered** in person or by courier to the following address:

Puerto Rico Department of Health
Legal Office
Centro Médico Edificio A
Antiguo Hospital de Psiquiatría
San Juan PR 00936

This form, and any packaging that it is transmitted in, must clearly state on the outside of the package:

Application for Review for: RFP number 2023-PRMP-MES-EOMC-004

Respondent's legal Name

I _____ representing _____ company

hereby submit an application for review of 2023-PRMP-MES-EOMC-004 to _____(awarded entity) due to the following reasons:

Please explain and detail the reasons below:

Representative Signature: _____

Date: _____

10.5 Appendix 5: Acronyms, Abbreviations, and Terms Glossary

This section includes acronyms, abbreviations, and terms used throughout the RFP document and attachments.

Table 18: Acronyms, Abbreviations, and Terms Glossary

Acronym	Term
APD	Advance Planning Documents
ASES	Administración de Seguros de Salud
ASG	Puerto Rico General Services Administration
AST	Atlantic Standard Time
BAA	Business Associate Agreement
CAP	Corrective Action Plan
CFR	Code of Federal Regulation
CHIP	Children's Health Insurance Program
CMS	Centers for Medicare & Medicaid Services
Commonwealth	The Commonwealth of Puerto Rico
CPEC	Centralized provider enrollment and credentialing
CPI	Cost Performance Index
CR	Change Request
CRIM	Center for Municipal Revenue Collection
DDI	Design, Development, and Implementation
DED	Deliverable Expectations Document
DHHS	Health and Human Services
D-U-N-S	Data Universal Numbering System
E&E	Eligibility and Enrollment
EOMC	Enterprise Objective Monitoring and Control Services
ePHI	Electronic Protected Health Information
ePMO	Enterprise Project Management Office
EVV	Electronic Visit Verification
FFATA	Federal Funding Accountability and Transparency Act
FFP	Federal Financial Participation

Acronym	Term
FOMB	Fiscal Oversight Management Board
FSRS	FFATA Sub-award Reporting System
FTI	Federal Tax Information
FY	Fiscal Year
Hacienda	Puerto Rico Treasury Department
HIE	Health Information Exchange
HIPAA	Health Insurance Portability and Accountability Act
IMES	Integrated MES Program Management
IT	Information Technology
IVU	Impuesto sobre Ventas y Uso
KPI	Key Performance Indicator
LTSS	Long Term Services and Supports
MCO	Managed Care Organization
MEDITI3G	Medicaid Information Technology Initiative, Third Generation
MES	Medicaid Enterprise System, Medicaid Enterprise Solution
MFP	Money Follows the Person
MITA	Medicaid Information Technology Architecture
MMIS	Medicaid Management Information System
MOU	Memorandum of Understanding
NAICS	North American Industry Class System
OBC	Outcomes-Based Certification
PEP	Provider Enrollment Portal
PERM	Payment Error Rate Measure
PHI	Protected Health Information
PII	Personally Identifiable Information
PIU	Program Integrity Unit
PM	Project Management
PMBOK®	Project Management Body of Knowledge
PMI®	Project Management Institute®
PgMS	Program Management Services

Acronym	Term
PgMO	Program Management Office
PRDoH	Puerto Rico Department of Health
PRHIA	Puerto Rico Health Insurance Administration Act
PRMES	Puerto Rico Medicaid Enterprise System
PRMMIS	Puerto Rico Medicaid Management Information System
PRMP	Puerto Rico Medicaid Program
QA	Quality Assurance
QC	Quality Control
RACI	Responsible, Accountable, Consulted, Informed
RFI	Request for Information
RFO	Request for Offers
RFP	Request for Proposals
RFQ	Request for Questions
ROI	Return on Investment
RTM	Requirements Traceability Matrix
RUP	Registro Único de Proveedores de Servicios Profesionales
SAM	System for Award Management
SDLC	Systems Development Life Cycle
SI	System(s) Integrator
SLA	Service-Level Agreement
SMA	State Medicaid Agency
SMC	Streamline Modular Certification
SME	Subject Matter Expert
SOW	Scope of Work / Statement of Work
SPA	State Plan Amendments
SPI	Schedule Performance Index
SSA	Social Security Administration
SURI	Unified System of Internal Revenue
U.S.	United States of America
WBS	Work Breakdown Structure

