DEPARTAMENTO DE SALUD
GOBIERNO DE PUERTO RICO

Puerto Rico Department of Health

External Quality Review Organization (EQRO) Request for Proposal

RFP #2025- PRMP-MES-EQRO-006

Release Date: October 17, 2025

Table of Contents

Table of Tables

Table of Figures

1 Executive Summary

1.1 RFP Purpose

The Puerto Rico Department of Health (PRDoH) Puerto Rico Medicaid Program (PRMP) is issuing this External Quality Review Organization (EQRO) RFP to solicit vendor proposals for procuring the Professional Services of an experienced EQRO vendor to conduct an annual External Quality Review (EQR).

PRMP seeks to engage in a contract with a highly qualified EQRO to provide independent evaluations of their Medicaid Managed Care Organizations (MCOs). Federal regulations under 42 CFR §§ 438.350–438.364 mandate that states and territories contracting with Medicaid MCOs must contract with an EQRO who conducts an EQR and produces the annual EQR technical report.

By hiring an EQRO vendor, PRMP will fulfill federal and Commonwealth requirements, and help managed care plans improve their performance by providing each enrollee with accessible, timely, medically necessary, and high-quality care covered by Medicaid healthcare services.

This RFP and the resulting EQRO contract are required for compliance with federal EQRO rules and regulations. Refer to **Section 5: SOW** in this RFP for additional details on the SOW.

Through this RFP, PRMP further seeks to procure necessary services at the most favorable and competitive prices and to give all qualified vendors an opportunity to do business with PRMP.

This RFP defines the minimum contract requirements, outlines PRMP's process for evaluating responses and selecting a vendor that can provide the necessary components to support the work requested under this RFP. Additional details regarding this solicitation can be found in subsequent sections of this RFP. The Commonwealth of Puerto Rico (Commonwealth) appreciates and welcomes proposals from willing and qualified vendors capable of meeting the requirements of this RFP.

1.2 PRMP Central Office Location

The PRMP central office is located at:

268 Luis Muñoz Rivera Avenue (World Plaza Building)
Suite 501
San Juan, Puerto Rico 00918

1.3 RFP Timeline

The schedule of events for this RFP is detailed in Table 1: RFP Schedule of Events. All dates after the proposal submission due date are marked as "to be determined" (TBD). PRMP may change this schedule at any time. If PRMP changes the schedule before the Technical Proposal Opening date in **Table 1: RFP Schedule of Events**, it will do so through an announcement, an Important Update, on the PRDoH website (http**s://www.salud.gov.pr/CMS/21)**, Medicaid

website **(https://medicaid.pr.gov/Home/NotificacionServiciosProfesionales/)**. As described in **Section 4.8 Amendments to the RFP**, an Important Update constitutes an amendment to the RFP. It is each vendor's responsibility to check the PRDoH website for current information regarding this RFP and its schedule of events through the award of the contract.

Table 1: RFP Schedule of Events

Event	Date
RFP Released to Public	10/17/2025
Notice of Intent to Respond	10/31/2025
Vendor's Written Questions Submission Deadline	10/31/2025
Question Responses Posted	11/07/2025
Proposal Submission Due Date	11/17/2025
Technical Proposal Opening	11/17/2025
Cost Proposal Opening	TBD
Notice of Award	12/31/2025*
Contract Signature and Distribution	03/31/2026*

**Tentative*

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

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

2 Background and Overview of Existing Programs and Services

2.1 PRMP

PRDoH is the State Medicaid Agency (SMA) within the Commonwealth. Within PRDoH, the PRMP is responsible for the management of the Medicaid program and the MES, both of which are multi-vendor, multi-agency environments. The Puerto Rico Health Insurance Administration (PRHIA) Act created the Administración de Seguros de Salud (ASES), which has a memorandum of understanding (MOU) with PRMP and is responsible for contracting with and monitoring services provided by the Medicaid MCOs and other carriers contracted with the Government Health Plan (GHP or Plan Vital) and Medicare Platino plans.

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

2.2 ASES

The PRHIA was created by Act No. 72 of September 7, 1993, as amended. The ASES is a public corporation with full capacity to carry out the functions entrusted to it by law.

The mission of the Health Insurance Administration is to monitor the prudent use of public funds, both Commonwealth and federal. This is done in coordination with federal and Commonwealth government agencies and business partners to detect and help to prevent fraud, waste, and abuse within the government health programs in Puerto Rico.

ASES is responsible for negotiating, implementing, and administering contracts with the Medicaid MCOs, Medicare Advantage Organizations (MAOs) that serve the Medicaid population, and health services organizations furnishing healthcare services to the Medicaid beneficiaries accessing care through Plan Vital. Plan Vital provides all Medicaid beneficiaries with access to quality medical care, regardless of their economic condition and ability to pay. ASES also supervises and evaluates the services offered by the contracted MCOs.

The Government of Puerto Rico's Vital Health Plan is responsible for providing physical and mental health services to over 1.3 million Puerto Ricans[1]. Services are offered by provider

1 As of August 2024, Medicaid beneficiaries totaled 1,341,399 and CHIP beneficiaries totaled 46,815.
Source: Programa Medicaid - Departamento de Salud. Accessed January 9, 2025.

networks (primary care physicians, specialists, laboratories, etc.) contracted with MCOs throughout the island.

2.3 MCOs and MAOs

MCOs and MAOs are health plans composed of a group of doctors and other providers working together to furnish health services to their members Commonwealth-wide. The MCOs and MAOs are paid using risk-based capitated payments. MCOs contract with primary medical groups, which in turn create preferred provider networks.

The Medicaid program is administered entirely through MCOs or MAOs. All Medicaid and Children's Health Insurance Program (CHIP) beneficiaries are enrolled in either a MCO or MAO. Enrollees may choose their MCOs, or MAOs and may make changes once per year during an open enrollment period.

2.4 Plan Vital (Medicaid and CHIP MCOs)

The Commonwealth enrolls most beneficiaries in managed care MCO health plans. The Plan Vital MCOs provide access to all covered Medicaid services, including medical, behavioral health, nursing facility, pharmacy, and other services included in PRMP's Medicaid State Plan. Currently, Plan Vital contracts with four MCOs:

- First Medical Health Plan
- MMM Multi-Health Plan
- Plan de Salud Menonita
- Triple-S Salud Plan

2.5 Platino Program (Dually Eligible Enrollee)

ASES manages Medicare Advantage Plans, which offer managed care services aligned with Medicare Part A (hospital and skilled nursing facility care) and Medicare Part B (durable medical equipment and preventive services) for beneficiaries who have Medicare Parts A and B and are certified eligible for Medicaid, also known as dual eligibles. Additionally, ASES administers the Medicare Platino Program for Dual Eligible Beneficiaries, in which MAOs or other insurers under contract with ASES function as Part C plans to provide services covered under Medicare and provide wrap-around benefits of covered services under the GHP.

Dually eligible members who do not have end-stage renal failure qualify for Medicare Platinum benefits and services, referred to as the Medicare Platino Program, and may enroll in a MAO. However, not all enrollees who have Medicare Parts A and Parts B enroll in a Platino plan.

By the time of contract execution, ASES will have contracts with the following MAOs:

- MCS
- MMM Healthcare
- Triple-S Advantage

2.6 Beneficiaries

There are over 1.3 million beneficiaries in the Medicaid program, representing over 40% of the population. Nearly 250,000 of these beneficiaries are dually eligible for Medicaid and Medicare. Approximately 1,700 individuals enroll in Medicaid each month.

PRMP currently contracts with a vendor to manage mail house services, sending informational materials to all Medicaid beneficiaries.

2.7 Providers

ASES contracts with MCOs and MAOs to deliver healthcare services to eligible beneficiaries. Each MCO and MAO establishes and maintains a contracted provider network. Providers may contract and enroll with multiple MCOs and MAOs serving Medicaid members in the Plan Vital and Platino programs.

MCOs must enroll the appropriate provider types and specialties in sufficient quantities necessary to deliver covered services to the Medicaid members. As of June 12, 2025, there are a total of 43,392 PRMP-enrolled providers.

3 PRMP EQRO Environment

Since 2022, Mercer Government Human Services Consulting (Mercer) has served as the EQRO vendor for PRMP. As PRMP's EQRO vendor, Mercer conducts annual independent reviews across all GHP MCOs: First Medical Health Plan, MMM Multi Health, Plan de Salud Menonita, and Triple-S Salud as well as the Platino Medicare Advantage plans (Humana, MCS, MMM Platino, and Triple-S Platino). These reviews assess and validate performance measures including, but not limited to, Performance Improvement Projects (PIPs), network adequacy, compliance Corrective Action Plans (CAPs), and other federally required evaluation activities.

CMS requires states and territories contracting with Medicaid MCOs, conduct annual external quality reviews to ensure beneficiaries receive care that is accessible, timely, and meets federal quality standards. This EQR process provides accountability, transparency, and independent validation of MCO performance, while also creating a structured mechanism for quality improvement. Federal rules also support states and territories with a 75% enhanced federal match for EQR activities. CMS 2023 EQR Protocols now require states and territories to post EQR technical reports publicly by April 30 of each year. Additionally, PRMP must notify CMS within 14 days of posting, and maintain at least five years of reports online, strengthening both transparency and program oversight.

4 General Instructions

4.1 Scope

PRMP seeks to engage in a contract with a highly qualified and experienced EQRO to assist PRMP in reaching its goal of ensuring that each member can access timely, high-quality, medically necessary, covered healthcare services. Under 42 CFR Part 438, Subpart E (§438.350–370), State Medicaid Agencies (SMAs) are required to arrange for an annual EQR of each MCO, Prepaid Inpatient Health Plan (PIHP), and Prepaid Ambulatory Health Plan (PAHP). This review must be conducted by a qualified EQRO that meets federal independence and competency standards. Refer to **Section 5: SOW** for additional details on the project scope PRMP's expectations of the awarded EQRO vendor.

4.2 Contract Duration

PRMP targets a contract start date for the awarded EQRO vendor on or before April 1, 2026. For the purposes of this RFP, project and contract start will be considered as the day that the contract is executed between PRMP and the vendor. PRMP is not planning for a transition period between the incumbent and the incoming vendor.

The contract is based on two (2) years with two optional two (2)-year extensions (potential for six [6] years total). During the optional years, PRMP may execute contracts for vendor services that span one (1) or multiple months. The contract award is contingent upon the CMS, PRDoH, and other Commonwealth Agencies' approval of the contract and associated funding over the contract term. PRMP anticipates the need to execute contract amendments up to the close of the contract or up to the time the contract is terminated (whichever is sooner).

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 Commonwealth laws. The awarded vendor pursuant to this RFP will, upon request, show proof of such nondiscrimination and shall post notices of nondiscrimination in conspicuous places available to all employees and applicants.

4.4 RFP Communications

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

2025-PRMP-MES-EQRO-006

Unauthorized contact about this RFP with employees or officials of the Commonwealth, except as detailed below, may result in the vendor's disqualification from consideration under this procurement.

Questions and comments should be sent directly to the solicitation coordinator of the PRMP Proposal Adjudication Unit (PAU):

medicaid.procurement@salud.pr.gov.

Note: Due to security measures implemented by the Office of Information Technology and Technology Advancement to help prevent various types of fraud and phishing, all vendors are advised that when sending emails regarding competitive bidding processes and RFPs, not to include the following words: propuesta (in Spanish) or proposal. Any email containing those words will not be received by the Procurement office.

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

Vendors must submit all questions and comments, including requests for clarification, to PRMP via email. Questions must be received no later than 3 p.m. AST on the Vendor's Written Questions Submission Deadline detailed in **Section 1: 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 PRMP deems reasonable.

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 to this RFP only if the communication specifically states.

Any data or 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 determine the accuracy of such data or information; however, the vendor is obligated to independently verify any data or information PRMP provides. PRMP expressly disclaims the accuracy of any information or data that it provides to vendors.

Vendors with a handicap or disability may receive accommodation relating to the communication of this RFP and participation in the RFP process. Vendors may contact the PRMP PAU at the above email address to request such reasonable accommodation.

4.5 Vendor Questions and Comments

Vendors should carefully review this RFP, including, but not limited to, attachments, appendices, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

Vendors with questions and comments concerning this RFP must provide them in writing to PRMP. Vendors must adhere to the question submittal deadline detailed in Section 1.3: RFP Timeline. PRMP is not responsible nor obligated to provide a formal response for questions received after the question submission deadline.

Questions and comments should be sent directly to the solicitation coordinator of the PRMP Proposal Adjudication Unit (PAU):

medicaid.procurement@salud.pr.gov.

Note: Due to security measures implemented by the Office of Information Technology and Technology Advancement to help prevent various types of fraud and phishing, all vendors are advised that when sending emails regarding competitive bidding processes and RFPs, not to include the following words: propuesta (in Spanish) or proposal. Any email containing those words will not be received by the Procurement office.

PRMP's communications with vendors will be limited after the proposal submission date. PRMP's communications with vendors will primarily be limited to award, and/or requests for clarifications. Vendors should refer to the PRDoH Government Contracting website: https://medicaid.pr.gov/Home/NotificacionServiciosProfesionales/ for updates regarding the RFP.

4.6 Notice of Intent to Respond

Vendors should submit a Notice of Intent to Respond (in the form of a simple email or other written communication) to the solicitation coordinator, Francisco Moreno Rodriguez, identified in **Section 4.4 RFP Communications**. Such notice should include the following information:

- Business or individual's name (as appropriate)
- Contact person's name and title
- Contact person's mailing address, telephone number, and email address

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response. 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 posted amendments or notifications regarding this RFP.

4.7 Proposal Submission

A vendor must ensure that PRMP receives a response no later than the submission deadline time and date detailed in **Section 1: 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 as outlined in **Section 4.10: PRMP Right of Rejection**. It is the responsibility of the vendor to determine 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, and orders of stay or other filing delays whether foreseeable or unforeseeable.

4.8 Amendments to the RFP

The PRMP may amend this RFP up to (2) two business days before the established deadline for proposal submissions, if such amendments will have an impact on the vendors' proposals. The PRMP may amend this RFP up to (1) one business day before the established deadline for proposal submission, if such amendments will not have an impact on the vendors' proposals.

Any amendment(s) to the RFP will be published via an Important Update posted to the PRDoH Government Contracting website:
https://medicaid.pr.gov/Home/NotificacionServiciosProfesionales/.

The vendor 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 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 will reject any response that does not meet the Mandatory Specifications listed in **Attachment E: Mandatory Specifications.** PRMP will deem 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 Expenses Incurred

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 utilize 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 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 located in **Section 4: General Instructions**
- 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.

As detailed in **Section 6.4: Failure to Meet Mandatory Specifications,** the Mandatory Specifications must be met by the vendor as a part of the submitted proposal. As detailed in **Attachment E: Mandatory Specifications** and **Section 6.4: Failure to Meet Mandatory Specifications**, the vendor must meet the Mandatory Specifications as part of the submitted proposal. Failure on the part of the vendor to meet any of the Mandatory Specifications will result in disqualification of the proposal, at the sole discretion of PRMP. Mandatory Specifications 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, may not exceed the page count noted in each Attachment and should be limited to the minimum number of pages needed to respond. Vendors must choose a similarly sized typeface (generally 11 points for text and 10 points for tables) for PRMP’s requirements and not use smaller than 9-point typeface to work within this page limit restriction. Vendors may use different font styles and sizes, outside of what is required in the RFP, for images and other graphics, as long as provided text remains legible both printed and digitally. 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 and Experience, the following section only:

- Business Disputes

Attachment D: Vendor Organization and Staffing, the following sections only:

- Key Staff Resumes
- Key Staff References

Each proposal should contain the following tabbed sections identified in Table 3 below for the in-line response. In general, where assumptions are noted, vendors are permitted to add a section to the Attachment templates that allow for assumptions to be noted. Assumptions should not be provided as a replacement for exceptions.

Table 2: Expected Proposal Sections and Content Structure

Proposal Section	Response Template/Contents
Cost Proposal	**Attachment A: Cost Proposal (separate submission)**
Contents:	• Microsoft Excel® Cost Proposal Workbook: Attachment A
Technical Proposal	**Attachment B: Title Page, Vendor Information, Executive Summary, Subcontractor Letters, and Table of Contents**
Contents:	• Title Page • Cover Letter • Table of Contents • Vendor Information • Payment Address • Legal Notice Address • Executive Summary • Disclosure of Response Contents • Subcontractor Letters (if applicable)
Technical Proposal	**Attachment C: Vendor Qualifications and Experience**
Contents:	• Organization Overview • Subcontracting Overview (if applicable) • Existing Business Relationships with Puerto Rico • Business Disputes • Disclosure of Lobbying Activities • Vendor References • Subcontractor References (if applicable)
Technical Proposal	**Attachment D: Vendor Organization and Staffing**
Contents:	• Initial Staffing Plan • Use of PRMP Staff • Key Staff Resumes • Key Staff References
Technical Proposal	**Attachment E: Mandatory Specifications**
Contents:	• Submission Requirements • Mandatory Requirements • Mandatory Qualifications
Technical Proposal	**Attachment F: Outcomes Traceability Matrix**

Proposal Section	Response Template/Contents
Contents:	• Microsoft Excel® Outcome Traceability Matrix Workbook
Technical Proposal	**Attachment G: Response to Statement of Work**
Contents:	**General Specifications** • Perform Project Management • Perform Project Closeout and Transition Activities **Technical Specifications** • Complete CMS's EQR Protocols • Complete Commonwealth EQR-Related Activities • Conduct Information System Capabilities Assessment (ISCA) • Reporting **Business Specifications** • Data Management • Security • Independence
Technical Proposal	**Attachment H: Initial Project Schedule**
Contents:	• Initial Project Schedule (submitted in MS Project and MS Excel formats)
Technical Proposal	**Attachment I: Terms and Conditions Response**
Contents:	• Title Page • RFP Terms and Conditions • Customary Terms and Conditions • Terms & Conditions Exceptions • Mandatory Requirements and Terms • Commercial Materials • Table of Exceptions (if applicable)

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

4.12 Two-Part Proposal Submission

Vendors must submit proposals in two distinct parts: (1) Technical and (2) Cost. Technical proposals should not contain any cost information relating to the operation. Cost proposals should contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a separate secondary cost proposal opening. PRMP requires the envelopes to be labeled with the contents of each envelope.

Vendors must submit one (1) original (with original signatures) printed copy of both the technical and cost proposals with original signatures and confirm the technical and cost proposals are packaged separately in sealed envelopes before submission. Printed copies must be organized

and preferably bound, rather than submitted as loose-leaf paper, which may be damaged or become disorganized in transit.

In alignment with the Electronic Signatures in Global and National Commerce (ESIGN) Act and Uniform Electronic Transactions Act (UETA), electronic signatures are acceptable in a vendor's submitted proposal. Vendors may provide electronic signatures, so long as they include the following in the cover letter of their proposal:

> The parties agree that this form may be electronically signed. The parties agree that the electronic signatures appearing on this form are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

_____

Printed Name of Authorized Personnel

_____

Signature of Authorized Personnel

_____

Date

If vendors elect for written (non-electronic signatures), then the preceding paragraph does not apply, and vendors should provide original copies with original signatures as outlined throughout the RFP. In addition to printed copies of the technical and cost proposals, the vendor must submit two (2) electronic copies of its technical proposal (PDF and Microsoft Excel®, as appropriate) and two (2) electronic copies of the cost proposal (Microsoft Excel® and PDF). The vendor must submit a searchable PDF version. The vendor must submit separate universal serial buses (USBs) or CDs, for both the technical and cost proposals for a total of four (4) USBs and/or CDs (two [2] technical proposals and two [2] cost proposals). Vendors are prohibited from submitting proposals via email. Signatures are mandatory in all areas of the RFP where specifically requested from the vendor.

Proposals must be submitted to the mailing address below:

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

4.13 Response Reference

The vendor's response should clearly reference how the information provided applies to the RFP. For example, listing the RFP reference (specific section, Appendix, or Attachment) and restating the RFP request as a header in the proposal would be considered a clear reference to the specific section, Appendix, or Attachment.

4.14 Changes to Proposals

The vendor is responsible for any and all response errors and/or omissions. A vendor is not permitted to alter or revise response documents after the Proposal Submission Due Date and Time detailed in **Section 1.3: RFP Timeline**, unless specifically directed by PRMP to address an RFP clarification and/or amendment.

4.15 Withdrawal of Proposals

A vendor may withdraw a submitted response at any time before the submission deadline date and time detailed in **Section 1.3: RFP Timeline** 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.

4.16 Multiple Proposals

A vendor must not submit multiple responses in different forms and/or scopes and cannot submit separate proposals as a principal and as a subcontractor and/or partner. PRMP will accept proposals that involve a subcontractor and/or partner who is included as part of multiple proposals; however, vendors that are proposing as a prime vendor cannot submit multiple proposals either as a prime vendor or subcontractor and/or partner. If the above rule is violated, PRMP has the right to reject all applicable proposals, as outlined in **Section 4.10: PRMP Right of Rejection.**

5 Scope of Work (SOW)

This section provides additional details about PRMP's goals and expectations for the vendor as part of this procurement and potential future contract. Throughout this section, "will" is used to describe PRMP's expectations of the EQRO.

The areas within **Section 5: Scope of Work (SOW)** provide vendors with additional detail regarding PRMP's overarching goals and key topics in each project phase that should be incorporated into their response. **Attachment G: Response to SOW** is the corresponding Attachment for this section. **Attachment G: Response to SOW** mirrors the layout of **Section 5.3 EQRO Vendor Responsibilities and Specifications** and provides a format for vendor narrative responses to the below subsections. The vendor narrative will detail how they will meet and comply with PRMP's specifications, including **Section 5. SOW, Appendix 1.B: Deliverables Dictionary,** Outcomes Traceability Matrix (OTM) Workbook, and **Appendix 2: SLAs and Performance Standards**.

Respondents should demonstrate an understanding of PRMP's vision and goals for EQRO and describe how their proposed approach facilitates achievement of both.

5.1 EQRO Vision

PRMP envisions an EQRO partnership that strengthens accountability, transparency, and continuous improvement across all beneficiaries served by Plan Vital and Medicare Platino plans. Through rigorous data validation, performance improvement oversight, and actionable reporting, the EQRO will support PRMP's mission to deliver equitable, person-centered care while fostering innovation, program integrity, and measurable health outcomes.

5.2 EQRO Goals

The goal of procuring an EQRO for PRMP is to provide an independent and objective evaluation of the quality, timeliness, and accessibility of care delivered by contracted MCOs and Platino plans, while confirming services are in alignment with federal standards and the needs of Puerto Rico's diverse populations. The EQRO will validate performance measures and PIPs to help ensure methodological integrity and measurable outcomes, while also monitoring compliance with federal and Commonwealth requirements such as network adequacy and CAPs. Through the delivery of the EQR, the EQRO vendor will provide PRMP with clear, actionable findings and recommendations for driving continuous quality improvement, safeguarding of beneficiary protections, and advancing equitable health outcomes. In alignment with CMS standards, the EQRO services should strengthen transparency and accountability by ensuring timely public reporting of results.

5.3 EQRO Vendor Responsibilities and Specifications

The following sections provide a high-level summary of expected responsibilities and activities of the EQRO vendor. PRMP requests that vendors align their response and approach with the sections below. This SOW is organized by:

- **Service Category:** There are three service categories within this SOW. They are General Specifications, Technical Specifications, and Business Specifications. These service categories represent the highest-level organization of the SOW, spanning the initiation of the project through contract closeout.
- **Subcategory:** Each service category consists of one or more subcategories. The subcategories are the most granularly detailed sections of the SOW and contain specific requirements and expectations of the vendor. The vendor may be working on multiple subcategories concurrently or, if applicable, in a sequenced order.

In **Attachment G: Response to SOW,** vendors will provide a narrative response, detailing how they will meet or exceed PRMP's specifications for vendor responsibilities, as detailed in the sections below. The timing and cadence of additional details regarding required deliverables can be found in **Appendix 1A: Deliverable Review Process** and **Appendix 1B: Deliverables Dictionary.**

5.3.1 General Specifications

This service category details the overarching requirements and expectations for the EQRO as specified in the RFP. The chosen EQRO will be tasked with all activities described in 42 CFR §§ 438.358 and 438.360, ensuring compliance with federal standards.

The selected vendor must:

- Meet and maintain the qualifications of an EQRO specified under 42 CFR 438.354.
- Obtain and retain relevant licenses, permits, and certifications, such as NCQA HEDIS Compliance Audit Certification and/or NCQA CAHPS Survey Certification for applicable HEDIS/CAHPS requirements.

The effective administration of this contract will require staff with demonstrated experience and knowledge in the following areas:

- Medicaid beneficiaries, policies, data systems and processes
- Managed care delivery systems, organizations, and financing
- Quality assessment and improvement methods
- Research design and methodology, including statistical analysis.

The EQRO is responsible for performing all duties defined within the SOW. Key expectations include:

- Allocating both clinical and non-clinical staff to carry out EQR or EQR-related activities and to oversee the work of any subcontractor and/or partner.
- Supplying necessary physical, technological, and financial resources to conduct EQR or EQR-related activities
- Ensuring that all resources are employed efficiently to meet the program's goals and objectives

- Using recognized national best practices (methodologies, tools, or operational approaches that are widely recognized and endorsed by CMS or other leading EQROs), and meaningful solutions to enhance project outcomes

The vendor will actively collaborate with PRMP to support the program's overarching goals. This collaboration may extend to cooperating with other organizations or agencies as requested by PRMP. Such cooperation aims to foster a coordinated and unified approach to quality review and improvement. Levels of support from the EQRO must include, but are not limited to, the development and ongoing maintenance of robust channels for communication and material sharing. This ensures seamless information exchange and fosters transparency between the EQRO, PRMP, and any involved partners or agencies.

Quarterly meetings with PRMP are a required element of this SOW. During these meetings, the EQRO must provide comprehensive status reports and forecasts of upcoming activities. These updates will inform PRMP of the project's progress, upcoming milestones, and any issues requiring attention or resolution.

5.3.1.1 Perform Project Management

This subcategory covers requirements related to establishing and maintaining project management standards and processes in coordination with the Commonwealth's EQRO Oversight Unit and its Program Management Offices.

The EQRO will have key staff and required resources prepared in each role, so they are ready to start work upon execution of the contract.

Upon project initiation, the vendor will provide three initial deliverables that include a finalized 30-60-90 Day Plan, the Project Schedule, and Project Kickoff Meeting Materials as described in **Appendix 1B: Deliverables Dictionary**. The Project Kickoff Meeting Materials are due within ten (10) calendar days of contract execution, and the 30-60-90 Day Plan, and Project Schedule within fifteen (15) calendar days of contract execution. The vendor should coordinate with PRMP to confirm which stakeholders should receive the Kickoff Meeting Materials and attend the project kickoff. The vendor should also coordinate with PRMP in finalizing the 30-60-90 Day Plan and the Project Schedule to confirm alignment with project responsibilities and milestones. The vendor will collaborate with PRMP in developing and maintaining the Project Schedule throughout the project life cycle using Microsoft Project®, or equivalent software, and provide weekly updates to PRMP. Throughout all phases of the project, the final approval of the new schedule and any changes to the Project Schedule rests with PRMP. The EQRO will coordinate with other contracted entities, and any oversight support vendors, to align on project responsibilities, schedule joint meetings, and integrate applicable portions of the SOW within ninety (90) calendar days after the contract execution, the vendor should deliver the Project Management Plan. The Project Management Plan is fully described in **Appendix 1B: Deliverables Dictionary.** The vendor's project management approach should align with the most current version of the Project Management Institute® (PMI®) A Guide to the Project Management Body of Knowledge (PMBOK® Guide [currently seventh edition]).

The Project Management Plan should include the vendor's approach for meeting the following requirements:

- Complying with all RFP-defined SLAs as defined in **Appendix 2: SLAs and Performance Standards** in accordance with the Project Schedule
- Maintaining appropriate staffing levels as defined in **Appendix 3: Key Staff Qualifications, Experience, and Responsibilities** and the vendor's Staffing Management Plan described in **Appendix 1B: Deliverables Dictionary**.
- Applying project management methodology using industry standards and best practices
- Facilitating and planning meetings to align with PRMP expectations

5.3.1.2 Perform Project Closeout and Transition Activities

This subcategory details the EQRO's requirements for project transition and closeout. The EQRO will deliver a Transition and Closeout Management Plan that outlines all transition activities, operational procedures, and maintenance responsibilities needed to hand off EQRO functions to a successor organization or the Commonwealth's oversight unit.

The EQRO will collaborate closely with the incoming EQRO or Commonwealth team to facilitate comprehensive knowledge transfer. This includes scheduling and conducting joint work sessions to review maintenance tasks, reporting processes, Data Management protocols, and stakeholder communications. Detailed transition schedules must be mutually agreed upon by the EQRO, the successor entity, and the Commonwealth.

At least six (6) months before the final year of contract performance, or prior to the end of any exercised extension, the EQRO will provide the following deliverables:

- Updated Transition and Closeout Management Plan
- Complete and current documentation of all methodologies, tools, and user guides
- Statement of required resources and services (by type, volume, and duration) needed for the successor to assume full EQRO responsibilities
- Standard operating procedures, policies, management plans, job aids, and training materials for ongoing review operations during the transition period
- Lessons learned report summarizing successes, challenges, and improvement opportunities
- List of all open or pending activities, including unresolved corrective actions and outstanding deliverables
- Inventory of all methodology updates and process enhancements, with change requests, design specifications, test results, and approval dates

The Commonwealth reserves the right to request any transition or closeout information at any time during the contract term. Additionally, during the transition the vendor will hand in all raw data to PRMP. This section complements, but does not supersede, the detailed requirements set forth in the contract.

5.3.2 EQRO Technical Specifications

This service category outlines the EQRO Vendor's requirements for fulfilling obligations in alignment with CMS EQR protocols as well as standards established by the Commonwealth. The selected EQRO will be required to perform the External Quality Review activities in compliance with 42 CFR §§ 438 to evaluate the Commonwealth's Plan Vital and Platino vendors. Activities may include, but are not limited to, an analysis and evaluation on the quality, timeliness, and accessibility to healthcare services for Medicaid, CHIP, and Dual Eligible populations.

The selected EQRO will be required to develop evaluation methodologies, perform data collection and analysis to validate the performance measurement data, and to include outcomes data and results from quantitative assessments. The EQRO will be required to deliver technical reports to CMS and the Commonwealth. These reports will include recommendations for improving the quality of healthcare services by each Managed Care Plan, and recommendations for the Commonwealth to reach goals and objectives to improve quality of care. The EQRO should also provide technical assistance to PRMP and its contracted Plan Vital and Platino vendors to assist them in conducting EQR-related activities that are included in the technical report.

5.3.2.1 Complete CMS' EQR Protocols

This subcategory outlines EQR protocols, tools, and guidance required by CMS. The federal requirements related to Medicaid managed care quality, including the EQR process, were established in Section 1932(c)(2) of the Social Security Act (the Act) and are set forth in 42 CFR 438.350 that can be found in **Appendix 5: Procurement Library.** The same statutory federal requirements were made applicable to CHIP managed care quality through the Act and are set forth in 42 CFR 457.1250.

CMS provides the EQR protocols, tools, and guidance for the Commonwealth and the EQRO to support the Annual Technical Report process. CMS is required to review the protocols and make necessary revisions every three years. These protocols contain the purpose of each EQR-related activity as well as how to conduct each activity within the protocol. The EQRO will:

- Follow CMS's most recent version of the EQR protocols, including published updates to the EQR protocols, in completing their EQR-related activities
- Review the MCOs identified by the Commonwealth
- Review all applicable federal regulations, Commonwealth regulations and standards, the Commonwealth's Quality Strategy, and MCO contracts
- Annually conduct Mandatory Activities defined by CMS in 42 CFR, 438.358(b) for each MCO:
    - Protocol 1: Validation of Performance Improvement Projects (PIPs)
    - Protocol 2: Validation of Performance Measures
    - Protocol 3: Review of Compliance with Medicaid and CHIP Managed Care Regulations*
    - Protocol 4: Validation of Network Adequacy

**EQR activities that should also be conducted on Platino MAOs.*

The EQRO will also complete the following Optional Activities defined in 42 CFR 438.358(c) and include the findings in the annual EQR technical report.

- Protocol 5: Validation of Encounter Data Reported by Medicaid and CHIP Managed Care Plans
- Protocol 7: Calculation of Additional Performance Measures
- Protocol 8: Implementation of Additional Performance Improvement Projects
- Protocol 9: Conducting Focus Studies on Health Care Quality

5.3.2.2 Complete Commonwealth EQR-related Activities

This subcategory addresses EQR-related activities to enhance quality. The EQRO shall offer technical assistance to the Commonwealth to enhance the Quality Strategy. The selected EQRO shall review the Quality Strategy and provide input regarding elements needing improvement or updates and provide input into any future revisions with the focus on improving the effectiveness of the strategy. Additional Commonwealth EQR-Related activities are outlined below:

- Review of Program Integrity (PI)*
- Reporting and Comparison of Performance Measure (PM) Rate to National Benchmarks*

**EQR activities that should also be conducted on Platino MAOs.*

5.3.2.3 Conduct Information Systems Capabilities Assessment (ISCA)

This subcategory addresses the requirements for conducting an Information Systems Capabilities Assessment (ISCA). A MCO information system (IS) is regulatorily required to meet certain minimum capabilities. According to 42 CFR 438.242 and 457.1233(d), MCOs must maintain a health IS that collects, analyzes, integrates, and reports data for purposes including utilization, claims, grievances and appeals, disenrollment for reasons other than loss of Medicaid or CHIP eligibility, rate setting, risk adjustment, quality measurement, value-based purchasing, program integrity, and policy development.

The EQRO will complete the ISCA in addition to the four CMS required protocol activities.

5.3.2.4 Reporting

This subcategory outlines reporting requirements for EQRO. The EQRO is required to produce an annual EQR technical report. Federal regulations outlined in 42 CFR § 438.364(a) for Medicaid and a cross-reference in § 457.1250(a) for CHIP, set forth the parameters the Commonwealth must follow when conducting an EQR of its contracted MCOs, PIHPs, and PAHPs.

The EQR technical report produced and submitted to the Commonwealth, CMS, and published on the public-facing Commonwealth website, must include the following:

- For each EQR-related activity, a description of how the data was collected and analyzed, and what conclusions were drawn as to the quality, timeliness, and access to the care provided by the managed care plans.
- The results of each EQR-related activity, including a summary of the:
    - Objectives
    - Technical methods of data collection and analysis
    - Description of data obtained, including validated performance measurement data and the size of the sample (number of participants)
    - Outcomes data and results from quantitative assessments in addition to validation information, for each mandatory EQR-related activity conducted in accordance with § 438.358(b)(1)(i), (ii) and (iv), relating to the validation of PIPs, validation of performance measures, and Network Adequacy Validation (NAV) (Protocols 1, 2, and 4)
    - Conclusions drawn from the data
- The EQRO's assessment of each Managed Care Plan's strengths and weaknesses related to quality, timeliness, and access
- Recommendations for improving the quality of healthcare services furnished by each Managed Care Plan and recommendations of goals and activities the Commonwealth can incorporate into the Managed Care Quality Strategy to support improvements in the care and services furnished to members covered under Plan Vital and Platino
- Methodologically appropriate, comparative information about all managed care plans
- An assessment of the degree to which each Managed Care Plan has addressed the recommendations for quality improvement made by the EQRO during the previous year's EQR
- The names of the MCOs exempt from EQR by the State, including the beginning date of the current exemption period, or that no MCOs are exempt, as appropriate

The EQRO will:

- Produce an EQR technical report that complies with all federal requirements
- Produce an EQR technical report that is actionable, clear, and concise; that highlights substantive findings; and that contains actionable recommendations
- Produce reports that meet the plan-level reporting requirements for items such as identification of strengths and weaknesses, assessment of MCO's/MAO's actions to address previous year's recommendations, performance measures, and others
- Report MCOs/MOAs performance related to quality, timeliness, and access to care; identify areas for improvement; and recommend interventions to improve the process and outcomes of care
- Produce all reports in a 508-compliant format
- Produce ad hoc reports as requested by the Commonwealth, including data briefs, dashboards, and presentations

5.3.3 EQRO Business Specifications

This service category covers requirements related to the EQRO vendor's business requirements regarding Data Management, Security, and Independence.

5.3.3.1 Data Management

This subcategory outlines requirements for management of large data sets needed to fulfill obligations of services covered under this RFP.

The selected EQRO must have an IS with the capacity to handle large data sets related to populations covered under Plan Vital and Platino. This system should be capable of receiving, storing, organizing, managing, manipulating, securing, analyzing, and transferring data. It must comply with the Commonwealth's information technology standards, Health Insurance Portability and Accountability Act (HIPAA) requirements, and the NIST 800.53 Rev. 4 standard.

The EQRO must be able to accept all file layouts required by the Commonwealth to accomplish the deliverables specified in this RFP. It should have the capacity to maintain and process these large data files efficiently and accurately, and to accommodate changes to file formats as specified by the Commonwealth.

Data derived from or utilized within EQR-related activities and associated deliverables must be validated and reported in alignment with the most current CMS EQRO Protocols available and/or the Commonwealth's instructions. Additionally, data should be shared with other entities in the format and via the sharing mechanism required by PRMP.

The EQRO must obtain and maintain Data Sharing Agreements required to conduct work for EQR-related activities with other Commonwealth Agencies and stakeholders, in alignment with the Commonwealth's project needs and requirements. Similarly, Data Sharing Agreements must be obtained and maintained with other Commonwealth Agencies and entities external to the Commonwealth, in alignment with project needs and requirements.

5.3.3.2 Security

This subcategory outlines the security requirements for services provided under this RFP. The vendor will:

- Maintain full compliance with HIPAA and applicable Commonwealth-specific data privacy regulations
- Utilize secure data transmission protocols, including SFTP and encryption, to protect sensitive information
- Enforce role-based access controls for all systems that manage Medicaid data
- Develop and maintain an incident response plan to promptly address any data breaches

5.3.3.3 Independence

This subcategory details the regulatory standards that an EQRO must meet to ensure their work is free from any conflict of interest.

- The EQRO and its subcontractors and/or partner must be independent from the PRMP and the entities they review
- The EQRO and its subcontractors and/or partner cannot deliver healthcare services to beneficiaries served by the Commonwealth's contracted managed care vendors
- If the EQRO is a Commonwealth agency, department, university, or other Commonwealth entity, the EQRO may not have Medicaid purchasing or managed care licensing authority and must be governed by a Board or similar body the majority of whose members are not government employees
- The EQRO and its subcontractors and/or partner do not review a particular MCO if either the EQRO or the MCO exerts control over the other through stock ownership
- The EQRO and its subcontractors and/or do not review a particular MCO if either the EQRO or the MCO exerts control over the other through stock options and convertible debentures
- The EQRO and its subcontractors and/or partner do not review a particular MCO if either the EQRO or the MCO exerts control over the other through voting trusts
- The EQRO and its subcontractors and/or partner do not review a particular MCO if either the EQRO or the MCO exerts control over the other through common management, including interlocking management
- The EQRO and its subcontractors and/or partner do not review a particular MCO if either the EQRO or the MCO exerts control over the other through contractual relationships
- The EQRO and its subcontractors and/or partner do not conduct, on the Commonwealth's behalf, ongoing Medicaid managed care program operations related to oversight of the quality of MCO services, except for EQR-related activities
- The EQRO and its subcontractors and/or partner do not review any MCO for which it is conducting or has conducted an accreditation review within the previous 3 years
- The EQRO and its subcontractors and/or partner do not have a present, or known future, direct or indirect financial relationship with a MCO that it will review as an EQRO

5.4 Required Terms and Conditions

A draft contract is provided in **Appendix 4A: Proforma Draft Contract** and details PRMP's non-negotiable Terms and Conditions, including tax requirements, which the vendor will comply with in the Commonwealth, as well as:

- Scope of Service
- Contract Period
- Payment Terms

The Proforma Draft Contract represents an example of the contract document that the successful vendor will sign. The Proforma Draft Contract included in this RFP is an example contract and does not include all final specifications and terms. However, vendors should review the included standard Terms and Conditions and cite those they would like to further discuss with PRMP.

For proposals which include a subcontractor(s), the subcontractor(s) must also provide any of the required forms and documentation per this RFP, including, but not limited to, insurance certificates, unless otherwise specified in the RFP.

If a vendor has questions or concerns regarding required Terms and Conditions, the vendor must submit them as questions during the question-and-answer period according to the schedule in **Table 1: RFP Schedule of Events**. PRMP anticipates that any standard term or condition not noted in the vendor's response will be accepted as presented in this RFP during negotiations. Refer to **Attachment I: Terms and Conditions Response** for guidance on exceptions. The final terms of the contract will be discussed with the successful vendor during contract negotiations.

A copy of a draft Business Associate Agreement (BAA) is also included as **Appendix 4B. Business Associate Agreement.**

6 Proposal Evaluation

6.1 Evaluation Process

Proposals will be evaluated in two parts by an Evaluation Committee of five (5) or more individuals. Three (3) present members of the Evaluation Committee will constitute the necessary quorum to conduct the evaluation process.

Proposals will be initially screened to assess whether the proposal meets or exceeds the Mandatory Specifications listed in **Attachment E: Mandatory Specifications.**

Next, the Evaluation Committee will review the entire technical proposal of each vendor. Only proposals that receive the minimum acceptable technical score (70% of applicable technical evaluations points) will be considered. If no vendor reaches the 70% applicable technical evaluation points, a secondary threshold of 65% will automatically be triggered. If all vendors fail to meet the secondary threshold of 65%, the Evaluation Committee will recommend canceling the RFP or proceed with vendors that pass the Mandatory Specifications listed in **Attachment E: Mandatory Specifications**.

After completion of the technical proposal evaluations, the Evaluation Committee will evaluate the cost proposals.

The Evaluation Committee reserves the right to revisit proposals if a technical and/or cost deficiency is discovered during the evaluation. If the Evaluation Committee determines that a proposal is non-responsive and rejects it after opening cost proposals, the solicitation coordinator will recalculate scores for each remaining responsive cost proposal to determine (or redetermine) the apparent best-ranked proposal.

The Evaluation Committee will recommend to the Secretary of Health or his/her authorized representative that the contract is awarded to the vendor receiving the highest overall point score who meets all Mandatory Specifications, and the minimum acceptable technical and cost scores.

6.2 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 Specifications listed in **Attachment E: Mandatory Specifications.** 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 (1,000) points. The technical evaluation will be based upon the point allocations designated below in Global Criteria 1 through 4 for a total of 800 of the 1,000 points. Cost represents 200 of the 1,000 total points.

Table 3: Scoring Allocations

Scoring Area	Points Allocated
Global Criterion: Mandatory Specifications	Pass/Fail
TECHNICAL PROPOSAL	
Global Criterion 1: Vendor Qualifications and Experience	100 Points Possible
Global Criterion 2: Vendor Organization and Staffing	100 Points Possible
Global Criterion 3: Approach to SOW and Outcomes	550 Points Possible
Global Criterion 4: Initial Project Schedule	50 Points Possible
TECHNICAL PROPOSAL POSSIBLE POINTS	**800 points**
Global Criterion 5: Cost Proposal	200 Points Possible
TOTAL POSSIBLE POINTS	**1,000 Points**

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

6.3 Clarifications and Corrections

If the Evaluation Committee determines that there is a need for clarifications and/or corrections of proposal content that is not related to the mandatory specifications, members of the committee may decide to request from vendors an oral presentation, send requests for clarifications via email, or communicate through other digital means to obtain said clarifications and/or corrections.

In the case of mandatory specifications, if the solicitation coordinator determines that a response failed to meet one or more of the mandatory specifications, the proposal Evaluation Committee may review the response. The Evaluation Committee, at its sole discretion, may decide to:

- Determine that the response adequately meets RFP specifications for further evaluation
- Clarifications and/or corrections may be focused on all sections of the RFP, except the SOW, at the Evaluation Committee's sole discretion
- Request clarifications or corrections for consideration before further evaluation
- Determine the response to be non-responsive to the RFP and reject it

6.4 Failure to Meet Mandatory Specifications

Vendors must meet all Mandatory Specifications outlined in **Attachment E: Mandatory Specifications** for the rest of their proposal to be scored against the technical requirements of this RFP. Proposals failing to meet one or more Mandatory Specifications of this RFP will be disqualified and may not have the remainder of their technical or cost proposals evaluated.

6.5 Technical Proposal Opening and Evaluation

PRMP will document and open the technical proposals received by the bid opening deadline. All proposals that pass the pre-screening for compliance with the Mandatory Specifications will be provided to the Evaluation Committee for technical evaluation. The Evaluation Committee will review the technical proposals, assign points where appropriate, and document the justifications for those proposals that should move forward to cost proposal evaluations.

The Evaluation Committee may solicit the support of a Technical Committee throughout the proposal evaluation phase. The Technical Committee will be comprised of PRDoH resources who will be responsible for providing specific subject matter expertise to advise and support the Evaluation Committee with their responsibilities. The Evaluation Committee may request the assistance of technical or specialized committees to evaluate proposals that contain technical or specialized content.

Technical proposals will be posted for public inspection after technical and cost evaluations are complete and the Award Notification has been posted. See **Section 7: Contract Award Process** for additional details.

6.6 Cost Proposal Opening and Evaluation

All cost bids received will be opened after the evaluation of technical proposals is complete. 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.

Each cost proposal, for vendors who are selected to move forward to cost proposal evaluations, will be scored according to the following formula:

$$\frac{\text{lowest offeror's cost}}{\text{the offeror's cost being scored}} \times \text{the maximum number of cost points available}$$

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

The Evaluation Committee will review the cost proposals, assign points, and make a final recommendation for vendor contract award to PRMP.

6.7 Reference Checks

PRMP may conduct reference checks to verify and validate the past performance of the vendor and its proposed subcontractors and/or partner. Refer to Vendor References in **Attachment C: Vendor Qualifications and Experience** for the vendor reference criterion. See **Appendix 5: Procurement Library**, PL-002 for a ruling by the Puerto Rico Supreme Court regarding vendor and staff qualifications and other considerations. The decision provided in PL-002 clarifies that the experience of a company or corporation is not separate from the experience of the people who work for or are engaged by the company. If vendors propose key personnel who have been recently hired, for instance, if those key personnel have the appropriate length and breadth of experience, then that should be acceptable. Vendors may leverage their key personnel experience as company experience if it meets the terms required by the RFP for references and experience. It will not affect how references are scored or their weight.

7 Contract Award Process

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 the consequences of failure to negotiate.

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 will be conducted in a manner that supports fairness in response improvement. PRMP intends to award this contract to one vendor.

7.1 Clarifications

PRMP may identify areas of a response that may require further clarification or areas in which it is apparent there may have been miscommunications or misunderstandings as to PRMP's specifications or requirements. PRMP may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by PRMP may be unique to an individual respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

7.2 Negotiations

PRMP may elect to negotiate with one or multiple vendors prior to the Notice of Award 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. 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 permitted to increase prices.

7.3 Failure to Negotiate

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

7.4 Evaluation Committee

Once the proposal evaluation process comes to an end, the Evaluation Committee will submit to the Director of the Medicaid Program and the Secretary of Health a report on the evaluation of the proposals received and duly evaluated as part of the PRMP's competitive processes, along with its recommendation for the award.

The award shall be signed by the Director of the Medicaid Program and the Secretary of Health. If the Secretary of Health disagrees with the recommendation of the Evaluation Committee, he or she may cancel the proposal award process or award the proposal to another vendor when such action is necessary to ensure the best use of funds according to the needs of the PRMP. The Secretary's determination in these instances shall be based on the notice of cancellation or Award Notification.

7.5 Notice of Award

After identification of the vendor, PRMP will issue a Notice of Award, identifying the apparent best-ranked response and making the RFP files available for public inspection following the Contract Signature and Distribution date. 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 4A: Proforma Contract Draft**. The vendor must sign the contract by the contract signature deadline detailed in **Section 1.3: RFP Timeline**. If the vendor fails to execute 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 vendor selection process.

7.6 Administrative and Judicial Review Process

According to 3 L.P.R.A. § 9655, the party adversely affected by a partial or final resolution or order may, within twenty (20) days from the date of filing in the records of the notification of the resolution or order, file a motion for reconsideration of the resolution or order. The agency must consider it within fifteen (15) days of the filing of said motion. If it rejects it outright or does not act within fifteen (15) days, the term to request judicial review will begin to count again from the date of notification of said denial or from the expiration of those fifteen (15) days, as the case may be. If a determination is made in its consideration, the term to request judicial review will begin to count from the date on which a copy of the notification of the agency's resolution definitively resolving the motion for reconsideration is filed in the records. Such resolution must be issued and filed in the records within ninety (90) days following the filing of the motion for reconsideration. If the agency grants the motion for reconsideration but fails to take any action in relation to the motion within ninety (90) days of its filing, it will lose jurisdiction over it and the term to request judicial review will begin to count from the expiration of said ninety (90) day term unless the agency, for just cause and within said ninety (90) days, extends the term to resolve for a period that will not exceed thirty (30) additional days.

If the filing date in the records of the copy of the notification of the order or resolution is different from the one submitted through ordinary mail or sent by electronic means of said notification, the term will be calculated from the date of submission through ordinary mail or by electronic means, as appropriate.

The party filing a motion for reconsideration must submit the original motion and two (2) copies either in-person or by certified mail with return receipt to the Division of Administrative Hearings within the Legal Advisory Office of the Department of Health. The requesting party must also notify all other involved parties within the designated time frame and include proof of this notification in the motion.

Submissions must be made as follows:

For personal delivery: Monday through Friday (excluding holidays), between 8 a.m. and 4:30 p.m., at the following address:

Department of Health, Legal Advisory Office - Division of Administrative Hearings
1575 Avenida Ponce de León, Carr. 838, Km. 6.3,
Bo. Monacillos, San Juan, Puerto Rico 00926.

Alternatively, by certified mail with return receipt, to the following postal address:

Legal Advisory Office - Division of Administrative Hearings
Department of Health
PO Box 70184
San Juan, Puerto Rico
00936-8184

7.7 Terms for Filing a Review 3 L.P.R.A. Section 9672

According to 3 L.P.R.A. § 9672, a party adversely affected by an agency's final order or resolution, and who has exhausted all remedies provided by the agency or the appropriate appellate administrative body, may file a request for judicial review with the Court of Appeals within thirty (30) days. This period begins from either the date the notification of the agency's final order or resolution is filed in the records or the applicable date provided under 3 L.P.R.A. § 9655, when the time limit for requesting judicial review has been interrupted by the timely filing of a motion for reconsideration.

The party requesting judicial review must notify the agency and all other involved parties of the filing simultaneously or immediately after submitting the request to the Court of Appeals. Notification to the agency must be sent to the same addresses designated for the filing of motions for reconsideration. The notification of the filing submitted to the Court of Appeals must include all annexes.

If the filing date of the copy of the notification of the agency's final order or resolution in the records differs from the date it was deposited in the mail, the time period for requesting judicial review will be calculated from the date of deposit in the mail.

The judicial review provided herein shall be the exclusive remedy for reviewing the merits of an administrative decision, whether it is of an adjudicative nature or of an informal nature issued under 3 L.P.R.A. § 9601 et al.

The mere presentation of a motion for reconsideration or request for judicial review does not have the effect of preventing the PRMP from continuing with the procurement process within this request for proposals, unless otherwise determined by a court of law.

Finally, any party adversely affected by this Award Notification that decides to file a motion for reconsideration according to 3 L.P.R.A. § 9655 and eventually files a request for judicial review according to 3 L.P.R.A. § 9672, must comply with a Notice Requirement, meaning that they have the obligation to inform other participating parties to ensure transparency, fairness, and due process.

7.8 Performance

Upon request of PRMP, the vendor will meet to discuss performance or provide contract performance updates to help ensure the proper performance of this contract. PRMP 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.

PRMP utilizes a comprehensive Vendor Management Framework to help measure, monitor, and facilitate continuous vendor improvement through performance assessments. This performance methodology is designed to strengthen vendor relationships through standardized processes and communication channels to help provide vendors with clear expectations throughout the contract life cycle.

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

The 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. Vendor performance is subject to specific requirements identified in **Appendix 2: SLAs and Performance Standards**, which contains expectations related to SLAs and implications of meeting versus failing to meet the SLAs, as applicable. In addition, **Appendix 2: SLAs and Performance Standards** contains the 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 caused by circumstances beyond its control, or circumstances 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 will deduct any amount due because of the failure to meet SLAs from invoices, and those deductions will be made from the invoice total dollar amount. Each invoice should also be accompanied by a Service Level Agreement (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.

7.9 Travel

PRMP will not compensate the vendor for expenses related to travel, lodging, or meals.

7.10 Facilities Access

The vendor will be responsible for coordinating on-site accommodation for all key staff who are required to be on-site, per this RFP.

Attachments

Attachment A: Cost Proposal Instructions

Attachment A: Cost Proposal Workbook is a Microsoft Excel® spreadsheet that includes instructions for vendors to submit the EQRO RFP cost proposal. Vendors may not reformat PRMP's cost workbook.

The cost proposal must be submitted separately from the technical proposal. PRMP will reject any cost proposal submission with a cost workbook that includes unauthorized formatting changes, has been altered by the vendor, and/or is not sealed and submitted separately from the technical proposal.

The vendor's cost proposal should provide sufficient detailed information to allow PRMP to assess the reasonableness of the vendor's cost. PRMP's goal is to compare total cost to deliver the SOW in this RFP; therefore, all cost proposals will be evaluated based on a proposed cost and total cost basis.

The vendor's cost proposal should be complete for each area identified in **Attachment A.2: Cost Proposal Workbook**. There are six (6) tabs in the cost proposal template, as identified below:

Table 4: Cost Proposal Worksheet Tabs

Worksheet Tab	Description
TOC	Table of Contents with description for each numbered Tab 1-6.
1. Instructions	Instructions for completing the Cost Workbook in accordance with the RFP.
2. Cost Summary	Worksheet summarizing total proposed and evaluated costs. Vendors have no enterable fields on this Tab.
3. Labor Rates	Worksheet for vendor to itemize hourly rate structures for proposed project staff.
4. Project Deliverables	Worksheet describing cost per deliverable specified in the RFP.
5. EQRO Services Time and Materials	Worksheet describing the Level of Effort (LOE) for each support area, including deliverable costs, from a time and materials (T&M) perspective.
6. Cost Assumptions	Worksheet for vendor to itemize all assumptions upon which its pricing is dependent.

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

The cost proposal should be built assuming that the EQRO contract will be active for at least two (2) years (the base term of the contract) with two optional two (2)-year extensions (potential for six [6] years total). During the optional years, PRMP may execute contracts for vendor services that span one (1) or more months.

PRMP will not be liable for or pay any project costs that the vendor does not identify in its cost proposal. The cost proposal should not include exceptions and additional Terms and Conditions. However, vendors are encouraged to include assumptions regarding the vendor's cost proposal in the Assumptions Tab in **Attachment A: Cost Proposal Workbook.**

Methodology and Analysis of Cost Proposals

After the technical evaluations exercise ends, the Committee proceeds to add the cost proposals criteria to the equation. The highest possible score (200 points) is automatically given to the proposal with the lowest cost. The scores provided to the other cost proposals are assigned with the following formula:

$$\frac{\text{lowest offeror's cost}}{\text{the offeror's cost being scored}} \times \text{the maximum number of cost points available}$$

Payment Methodology

The vendor will submit invoices throughout the contract on a quarterly basis specifying the applicable T&M costs for the invoiced quarter.

PRMP will withhold the final three months of vendor payments until PRMP is satisfied that the vendor has fulfilled its obligations under this contract.

The SLA Report must also accompany each invoice submitted. Additional information on the SLA Report is available in Appendix 1.B Deliverables Dictionary.

The SLA CAP Report must accompany each submitted invoice while SLA corrective action(s) is in progress. This report will provide the details necessary to support PRMP's review and approval of each invoice.

The Evaluation Committee will evaluate cost proposal scores based on the total price for the full contract term of six (6) years.

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

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

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

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.

Cover Letter

The vendor should include the following cover letter, signed 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 the vendor response. This person should also be the person PRMP should contact for questions and/or clarifications.

Authorized Vendor Representative

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.

In addition to providing an original signature following the Disclosure of Response Contents in this section, 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/Commonwealth of Incorporation	

By signature hereon, the vendor certifies that:

- All statements and information prepared and submitted in response to this RFP are current, complete, and accurate.
- The vendor's response meets the requirement of this RFP.
- 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.
- 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 the Commonwealth. 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 Buena Pro has been awarded in accordance with Commonwealth laws. If a vendor provides a redacted copy of its proposal along with an unredacted copy, PRMP will publish the redacted copy of the proposal.
- The vendor represented here is an authorized dealer in good standing of the products and services included in this response.
- 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/Commonwealth, or local governmental entity; are compliant 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.**
- Prior to the award, the vendor affirms it will have all current approvals, licenses, or other qualifications needed to conduct business in the Commonwealth.

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>

Vendor Information

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

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

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 5: Payment Information

Payment Information			
Name:		Title:	
Address:			
City, State, and ZIP code:			
Phone:		Fax:	
Email:			

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Legal Notice Address

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

Table 6: Legal Notice Info

• Legal Notice Information			
Name:		Title:	
Address:			
City, State, and ZIP code:			
Phone:		Fax:	
Email:			

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Executive Summary

This section should be a brief (one- to three-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 services described in the RFP; time frame for delivering the services; the proposed team; and the key advantage(s) of the vendor's proposal to PRMP.

<Response>

Subcontractor Letters (If Applicable)

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

- The subcontractor's legal status, federal tax identification number, Data Universal Numbering System (DUNS) number, and principal place of business address.
- The name, phone number, fax number, email address, and mailing address of a person 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>

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.

All materials submitted to PRMP in response to this RFP will 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 Commonwealth laws. 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 help 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. Redacted copies should be in a separate envelope from the unredacted copies. The redacted copies (technical and cost) can be in the same envelope. 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 RFP (and all of the related amendments) in its entirety; that I understand the requirements, terms, 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 the 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 Commonwealth agency that may require registration.

_____

(Company)

_____

(Authorized Representative Name, Title)

_____

(Contact Phone/Fax Number)

_____

(Authorized Representative Signature)

Attachment C: Vendor Qualifications and Experience

This section of the vendor's technical proposal should include details of the vendor and subcontractor overview. The vendor's technical proposal should include organizational overview, corporate background, vendor's experience in the public sector, and certifications. See **Appendix 5: Procurement Library**, PL-002 for a ruling by the Puerto Rico Supreme Court regarding vendor and staff qualifications and other considerations

Organizational Overview

Provide all relevant information regarding the general profile of the vendor. The vendor is not to change any of the prefilled cells in the following table.

Table 7: 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 (for example, 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 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 and its Territories	<Response>
Locations in the United States and its Territories	<Response>

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Subcontractor Overview (If Applicable)

If the proposal includes the use of subcontractor(s), provide all relevant information regarding each subcontractor. For the purposes of this RFP, subcontractors who are expected to do 10% or more of the planned scope must submit a subcontractor overview, as specified below. This section may be duplicated in its entirety and a page created per applicable subcontractor included. The vendor is not to change any of the prefilled cells in the following table.

Table 8: Subcontractor Overview

Subcontractor Overview	
Company Name	<Response>
Name of Parent Company (If Applicable)	<Response>
Industry – NAICS	<Response>
Type of Legal Entity	<Response>
Company Ownership (for example, 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 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 and its Territories	<Response>
Locations in the United States and its Territories	<Response>

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Existing Business Relationships with Puerto Rico

The vendor will describe any existing or recent (within the last five [5] years) business relationships the vendor or any of its affiliates or proposed subcontractors have with PRMP, Commonwealth municipalities, and/or other Commonwealth government agencies.

<Response>

Business Disputes

The vendor will 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 vendor sourcing activities, claims of unlawful employment discrimination, and anti-trust suits to which the vendor has 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 any phase of this operation, each of these entities will submit this information as part of the response.

<Response>

Attestation of Compliance with CFR 45.75.328, Paragraph A

According to CFR 45.75.328, Paragraph A "All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements." Some of the situations considered to be restrictive of competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

Vendors submitting a proposal must attest that they comply with the applicable portions of CFR 45.75.328, Paragraph A, including that submitting vendors and/or their associates were not involved in the development and/or administration of this RFP. The vendor's authorized personnel must complete the form below to indicate their compliance with CFR 45.75.328, Paragraph A.

> *By signing below, I certify that I have reviewed and understand these requirements relative to compliance with CFR 45.75.328, Paragraph A in their entirety and can attest to compliance with all applicable requirements.*

Printed Name of Authorized Personnel

Signature of Authorized Personnel

Date

Disclosure of Lobbying Activities

The vendor must disclose if any corporation was, or has been, hired to perform lobbying activities or notify if any partner or employees of the company are engaged in this type of activity, as it relates to this RFP. Such lobbying activities will be applicable at both the Puerto Rico (Commonwealth) and federal levels. This disclosure is, in part, in accordance with **31 U.S.C 1352**.

Vendors submitting a proposal must disclosure their applicable lobbying activities, or lack thereof, using the form template below.

The vendor's authorized personnel must complete the form below to any applicable lobbying activity and associated details. If there are no applicable lobbying activities to disclose, then the vendor will indicate this by marking the corresponding box under **General Lobbying Attestation** and then marking the other prompts as not applicable (NA). If the vendor has multiple disclosures to submit, then the vendor may copy and paste the prompts in sections "External Lobbying Activities" and "Internal Lobbying Activities" as many times as necessary.

1. **General Lobbying Attestation:**
    - Has your company leveraged internal resources and/or hired an external entity to perform lobbying activities in either Puerto Rico or at the federal level related to this RFP (2025-PRMP-MES-EQRO-006)

☐ *Yes, I have applicable lobbying activities to disclose (If yes, fully complete form below).*

☐ *No, I do not have applicable lobbying activity to disclose.*

2. External Lobbying Activities:
    - If yes, please provide the following details:
        - Name of External Entity Performing Lobbying Activities:
        - Address:
        - City, State, and ZIP code:
        - Contact Information:
        - Lobbying ID/Registration Number (if applicable):
        - Summary of Lobbying Activities:

1. Entity/Individual being lobbied:
2. Date range of applicable lobbying activities:
3. Description of lobbying activities:

3. Internal Lobbying Activities:
    - If yes, please provide the following details:
        - Name and Title of Individual Performing Lobbying Activities:
        - Lobbying ID/Registration Number (if applicable):
        - Contact Information:
        - Summary of Lobbying Activities:
            1. Entity/Individual being lobbied:
            2. Date range of applicable lobbying activities:
            3. Description of lobbying activities:

By signing below, I certify that I have reviewed and understand these requirements relative to disclosing lobbying activities in their entirety and the information included in the form below is complete and accurate.

_____

Printed Name of Authorized Personnel

_____

Signature of Authorized Personnel

_____

Date

References

The vendor must provide references for similar services provided in the past. PRMP may conduct reference checks to verify and validate the past performance of the vendor and its proposed subcontractors. Vendors should only include references who are aware that they are being listed in the proposal and agree to their inclusion within a proposal. If, due to the nature or sensitivity of the reference's role, disclosure of contact information cannot be shared publicly (e.g., in areas related to law enforcement, public safety, and/or similar functions), the vendor and the reference must coordinate with PRMP to ensure that PRMP has access to the necessary information to facilitate a reference check. Vendors may include PRMP as a reference; however, PRMP prefers vendors to provide references from other states/clients.

Vendor (Prime) References Form

The vendor will include at least two (2) references from projects performed within the last seven (7) years that demonstrate the vendor's ability to perform the SOW described in this RFP. The vendor must include references from two (2) different clients/projects.

The vendor should include a project description, 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 prefilled cells in the following tables. The vendor may add additional reference tables as necessary.

Table 9: Vendor References

Vendor Information		
Vendor Name:	Contact Name:	
	Contact Phone:	
Customer Information		
Customer Organization:	Contact Name:	
	Contact Title:	
Customer Address:	Contact Phone:	
	Contact Email:	
Total Vendor Staff:		
Objectives:		
Description:		
Vendor's Involvement:		
Key Staff		
Name: (Add more rows as needed)	Role: (Add more rows as needed)	
Name: (Add more rows as needed)	Role: (Add more rows as needed)	
Measurements:		
Estimated Costs:	Actual Costs:	
Reason(s) for change in cost:		

Vendor Information				
Original Value of Vendor's Contract:	Actual Total Contract Value:			
Reason(s) for change in value:				
Estimated Start and Completion Dates:	From:		To:	
Actual Start and Completion Dates:	From:		To:	
Reason(s) for the difference between estimated and actual dates:				
If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities:				

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Subcontractor References (If Applicable)

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

Table 10: Subcontractor References

Subcontractor Information		
Vendor Name:	Contact Name:	
	Contact Phone:	
Customer Information		
Customer Organization:	Contact Name:	
	Contact Title:	
Customer Address:	Contact Phone:	

Subcontractor Information				
		Contact Email:		
Project Information				
Total Vendor Staff:				
Objectives:				
Description:				
Vendor's Involvement:				
Key Staff				
Name: (Add more rows as needed)		Role: (Add more rows as needed)		
Name: (Add more rows as needed)		Role: (Add more rows as needed)		
Project Measurements:				
Estimated one-time costs:		Actual one-time costs:		
Reason(s) for change in one-time cost:				
Original Value of Vendor's Contract:		Actual Total Contract Value:		
Reason(s) for change in value:				
Estimated Start and Completion Dates:	From:		To:	
Actual Start and Completion Dates:	From:		To:	
Reason(s) for the difference between estimated and actual dates:				

Subcontractor Information
If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities:

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Attachment D: Vendor Organization and Staffing

This section will provide instructions to vendors to submit their approach to staffing for the EQRO contract using **Attachment D: Vendor Organization and Staffing**. See **Appendix 5: Procurement Library**, PL-002 for a ruling by the Puerto Rico Supreme Court regarding vendor and staff qualifications and other considerations.

Instructions

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

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

Initial Staffing Plan

As part of the vendor's proposal response, the vendor should provide an Initial Staffing Plan. In addition to the requirements described in and **Appendix 3: Key Staff Qualifications, Experience, and Responsibilities,** the vendor's narrative description of its proposed Initial Staffing Plan should include:

- All applicable key staff required by PRMP, plus any additional staff (key and non-key) as determined by the vendor to be necessary to support the work proposed under this RFP.
- A description of the vendor's proposed team that exhibits the vendor's ability to provide knowledgeable, skilled, and experienced personnel to accomplish the SOW as described in this RFP.
- Organization charts for the operation showing both the vendor staff and their relationship to PRMP staff that will be required for the delivery of all necessary EQRO services. The organization chart should denote all key staff and non-key positions with a summary of each key staff's responsibilities.
- Should the selected vendor seek to partner with a subcontractor or subcontractors and/or partner to complete a portion of this RFP's work, the prime vendor must maintain comprehensive oversight and accountability for all subcontractor(s) and/or partner tasks. For this RFP, this includes compliance as outlined in 42 CFR 438.356(c). Oversight and accountability include rigorous monitoring, reporting, and management for confirming all delegated activities meet regulatory and contractual obligations.
- Identification of subcontractor and/or partner staff, if applicable.
- Detailed explanation of how the prime vendor will manage any subcontractor partnership including, but not limited to, the performance standards in place between the prime vendor and subcontractor and/or partner, if applicable.

<Response>

Use of PRMP Staff

Describe the business and technical resources that 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 the SOW detailed in this RFP. Specifically, the vendor should address the following:

- The key PRMP roles necessary to support project deliverables and SOW.
- The nature and extent of PRMP support required in terms of staff roles and percentage of time available.
- The required 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 will reject the vendor's proposal if PRMP is unwilling or unable to meet the requirements.

<Response>

Key Staff Resumes and References

Key staff consists of the vendor's core management team for this engagement. These resources are responsible for providing leadership and creating the standards and processes required for the EQRO services. Resumes for key staff named in the vendor's proposal should indicate the staff's role and demonstrate how each staff member's experience and qualifications will contribute to this vendor's success. Each key staff resume should be fewer than two (2) pages.

These key staff roles that PRMP requires the EQRO vendor to propose are:

- EQRO Account Manager
- EQRO Project Manager
- EQRO Business Lead
- EQRO Policy Analyst / Compliance Specialist
- EQRO Data Analyst / Health Informatics Specialist
- EQRO Quality Improvement Specialist / Research Analyst
- EQRO Clinical Reviewer
- EQRO Network Adequacy Reviewer

The qualifications, experience, and responsibilities for each key staff role are defined in **Appendix 3: Key Staff Qualifications, Experience, and Responsibilities.**

<Response>

Key Staff Resumes

PRMP considers the key staff resumes as an indicator of the vendor's understanding of the skillsets required for each staffing area and the vendor's ability to perform them. Key personnel described in the proposal will become named resources on the project.

The vendor should complete the table below and include resumes of all individuals who are initially proposed. If applicable, resumes should include work performed under the vendor's corporate experience and the specific functions performed on such engagements. Copies of diplomas, licenses, and credentials are encouraged but are not required and are not subject to the two-page limit.

Table 11: Proposed Key Staff and Roles

Name	Proposed Role	Years of Experience in Proposed Role

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

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 tasks commensurate to the tasks they will perform in alignment with this RFP and the resulting contract.

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 coworker 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 may include PRMP as a reference for key staff; however, PRMP prefers vendors to provide Key Staff References from other states/clients.

Vendors should use the format provided in Error! Reference source not found. below. R espondents may add additional rows and tables as necessary to submit Key Staff References but are prohibited from modifying the prefilled text.

Table 12: Key Staff References

Key Staff Reference Form			
Key Staff Name:		Proposed Role:	
Reference 1			

Key Staff Reference Form						
Client Name:		Client Address:				
Contact Name:		Contact Title:				
Contact Phone:		Contact Email:				
Project Name:			Start Date:	MM/YYYY	End Date:	MM/YYYY
Project Description:						
Project Role and Responsibilities:						
Reference 2						
Client Name:		Client Address:				
Contact Name:		Contact Title:				
Contact Phone:		Contact Email:				
Project Name:			Start Date:	MM/YYYY	End Date:	MM/YYYY
Project Description:						
Project Role and Responsibilities:						
Project Description:						
Project Role and Responsibilities:						

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Attachment E: Mandatory Specifications

This section provides instructions to vendors for responding to Mandatory Specifications.

Instructions

The vendor must agree to and meet the Mandatory Specifications as a part of the submitted proposal. Failure to meet any of the Mandatory Specifications of this RFP will result in disqualification of a proposal, in accordance with **6.4 Failure to Meet Mandatory Specifications**. The term "must" stipulate and identifies a mandatory specification. The vendor is to demonstrate compliance with Mandatory Specifications in its proposal. If the vendor's proposal meets the Mandatory Specifications, it will be included in the technical proposal evaluations and may also be included in the cost evaluation of this RFP. For Mandatory Specifications that involve documentation, vendors should include that documentation with their technical proposal.

The vendor must sign upon the line at the conclusion of Attachment E certifying that it has reviewed and understands these Mandatory Specifications in their entirety. Through signing, the vendor agrees to meet and continue to meet each of the requirements in full, for the duration of the contract. If a vendor responds with "No" to one or more Mandatory Specifications, the proposal will be considered non-responsive and will be disqualified per **Attachment E: Mandatory Specifications** and **Section 6.4: Failure to Meet Mandatory Specifications**. Any mandatory specification without a response value will be considered "No."

Submission Requirements

This RFP includes multiple sections that specify proposal submission requirements, including, but not limited to:

- **Section 1.3 RFP Timeline**
- **Section 4.11 Proposal Submittal and Instructions**
- Attachments:
    - **Attachment A: Cost Proposal Instructions**
    - **Attachment B: Title Page, Vendor Information, Executive Summary, Subcontractor Letters, and Table of Contents**
    - **Attachment C: Vendor Qualifications and Experience**
    - **Attachment D: Vendor Organization and Staffing**
    - **Attachment E: Mandatory Specifications**
    - **Attachment F: Outcome Traceability Matrix Instructions**
    - **Attachment G: Response to SOW**
    - **Attachment H: Initial Project Schedule Instructions**
    - **Attachment I: Terms and Conditions Response**
- Appendices:
    - **Appendix 1A: Deliverable Review Process**
    - **Appendix 1B: Deliverables Dictionary**
    - **Appendix 2: SLAs and Performance Standards**
    - **Appendix 3: Key Staff Qualifications, Experience, and Responsibilities**

- **Appendix 4A: Proforma Draft Contract**
- **Appendix 4B: Business Associate Agreement**
- **Appendix 5: Procurement Library**
- **Appendix 6: Acronyms, Abbreviations, and Terms Glossary**

The vendor must at least meet all proposal submission requirements as part of this RFP, including, but not limited to, formatting, completeness, timeliness, and accuracy, as described in the identified sections. Signatures are mandatory in all areas on the RFP where specifically requested from the vendor.

Mandatory Requirements

Vendors must provide a response to each of the following mandatory requirements. Vendor responses will be verified by PRMP to establish and maintain compliance between PRMP and the vendor. The vendor must include and initial these mandatory requirements as part of its proposal submission.

Table 13: Mandatory Requirements

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement
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.	<Y/N?>	<Response>
2. The vendor must support PRMP's requests for information in response to activities including, but not limited to: • Compliance audits • Investigations • Legislative requests	<Y/N?>	<Response>
3. The vendor must provide authorization from a parent, affiliate, or subsidiary organization for PRMP to have access to its records if such a relationship exists that impacts the vendor's performance under the proposed contract.	<Y/N?>	<Response>
4. The vendor must confirm that all applications inclusive of internet, intranet, and extranet 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 CFR 1194.21 and 36 CFR 1194.22.	<Y/N?>	<Response>
5. 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 service levels as defined in the contract.	<Y/N?>	<Response>
6. The vendor must provide evidence that staff have completed and signed all necessary forms prior to executing work for the contract.	<Y/N?>	<Response>

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement
7. The vendor staff must not have the capability to access, edit, and share personal data with unauthorized staff, including, but not limited to, family, friends, and acquaintance information, including: • Protected Health Information (PHI) • PII • Financial transaction information • Federal tax information (FTI) • SSA data	<Y/N?>	<Response>
8. The vendor must comply with current and future Commonwealth and federal regulations as necessary to support the services outlined in this RFP.	<Y/N?>	<Response>
9. The vendor must perform according to agreed upon SLAs and associated metrics in Appendix 2: SLAs and Performance Standards. **Note:** The final SLAs will be negotiated/agreed upon between PRMP and the vendor.	<Y/N?>	<Response>
10. 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)	<Y/N?>	<Response>
11. The vendor must perform all work associated with this contract within the continental United States (U.S.) or U.S. Territories.	<Y/N?>	<Response>
12. The vendor must comply with federal Executive Order 11246 related to Equal Employment Opportunity Act, the Clean Air Act, and the Clean Water Act.	<Y/N?>	<Response>
13. The vendor must obtain and retain relevant licenses, permits, and certifications, such as NCQA HEDIS Compliance Audit Certification and/or NCQA CAHPS Survey Certification for applicable HEDIS/CAHPS requirements.	<Y/N?>	<Response>

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement
14. The vendor must serve as a trusted partner to PRMP and represent PRMP's interests in all activities performed under the resulting contract.	<Y/N?>	<Response>
15. On a quarterly basis the vendor must, at a minimum, include the standard invoice package contents for PRMP, including, but not limited to: • 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. • A list of all services completed within an invoice period, as well as evidence that PRMP has accepted and approved the work. • Three (3) physical and one (1) electronic invoice package in support of PRMP's review and approval of each invoice. ○ Invoice Package #1: Original invoice with original signature ○ Invoice Package #2: Hard copy duplicate of Invoice Package #1 ○ Invoice Package #3: Hard copy duplicate of Invoice Package #1 ○ Invoice Package #4: Electronic copy of Invoice Package #1	<Y/N?>	<Response>
16. The vendor must agree that PRMP retains ownership of all data, procedures, applications, licenses, and materials procured or developed during the contract period, in accordance with the Conditions for Enhanced Funding (CEF) and 42 CFR § 433.112.	<Y/N?>	<Response>

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Mandatory Qualifications

The vendor must complete this section to demonstrate it has the experience needed to meet the requirements of 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. See **Appendix 5: Procurement Library**, PL-002 for a ruling by the Puerto Rico Supreme Court regarding vendor and staff qualifications and other considerations

Table 14: Mandatory Qualifications

Mandatory Qualification Item(s)	Vendor Meets Qualification? Y/N	Provide a Brief Narrative to Demonstrate Fulfillment of Requirement
The vendor must not be contracted as ASES actuarial services/actuary support vendor.	<Y/N?>	<Response>
The vendor must meet and maintain the standards of independence as detailed in section 5.3.3.3.	<Y/N?>	<Response>
The vendor must meet and maintain the qualifications of an EQRO specified under 42 CFR 438.354.	<Y/N?>	<Response>
Obtain and retain relevant licenses, permits, and certifications, such as NCQA HEDIS Compliance Audit Certification and/or NCQA CAHPS Survey Certification for applicable HEDIS/CAHPS requirements.	<Y/N?>	<Response>
The vendor must have at least five (5) years of experience in performing EQR in agencies of similar size, scope, and complexity as described in this RFP.	<Y/N?>	<Response>
The vendor must include at least two (2) references from projects performed within the last seven (7) years that demonstrate the vendor's ability to perform the SOW described in this RFP.	<Y/N?>	<Response>
The vendor must include references from two (2) different projects/clients that provide details on the vendor's experience as an EQRO vendor.	<Y/N?>	<Response>

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

See **Appendix 5: Procurement Library,** PL-002 for a ruling by the Puerto Rico Supreme Court regarding vendor and staff qualifications and other considerations.

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

_____

(Company)

_____

(Printed Authorized Representative Name, Title)

_____

(Signature)

_____

(Contact Phone/Fax Number) *(Date)*

Attachment F: Outcome Traceability Matrix Instructions

The following instructions supplement instructions provided within Microsoft Excel® file **Attachment F: Outcomes Traceability Matrix (OTM).**

Instructions

The vendor must note compliance with each outcome and the associated measure, metric, target setting, performance standard, and/or liquidated damage listed in the Vendor's Disposition column of Tab 3. Outcomes using only the values that appear in the drop-down list.

Vendor's Disposition values are outlined below:

- **"Will Meet":** The vendor agrees to meet the outcome and each outcome's associated measure, metric, target setting, performance standard, and liquidated damage. The vendor must respond with "Will Meet" for each outcome for the proposal to be considered responsive to the PRMP requirements and be further evaluated.
- **"Will Not Meet":** The vendor declines to meet the outcome and each outcome's associated measure, metric, target setting, performance standard, and liquidated damage. If a vendor responds with "Will Not Meet" to one or more outcomes, the proposal will be considered non-responsive and will be disqualified per Section **6.4: Failure to Meet Mandatory Specifications.**

All outcomes must contain one of the values identified above. Any outcome without a Vendor's Disposition response value will be considered "Will Not Meet."

The vendor must provide the specific Attachment, section, and page number(s) reference where the detailed narrative response for each outcome resides, providing PRMP with a crosswalk and supporting that each outcome is included in the vendor's response. The Attachment column has been pre-populated with the location that PRMP anticipates the narrative response to reside; however, it is up to the vendor to update that column accordingly should the vendor respond to an outcome in a different location.

Attachment G: Response to SOW

General Instructions

This section provides instructions on how vendors will respond to the various services detailed in this RFP.

Vendors are required to respond to all specifications, outcomes, and deliverables expressed in the RFP. The vendor must explain how it will perform, at a minimum, all necessary services and meet all expectations detailed in this RFP including, but not limited to:

- **Section 5. Scope of Work (SOW)**
- **Attachment F: Outcomes Traceability Matrix (OTM)**
- **Appendix 1B: Deliverables Dictionary**

The vendor will focus on these sections as part of the initial design discussions with PRMP. PRMP also encourages vendors to include additional details that demonstrate how their offering is the best option for PRMP in achieving its desired goals for the EQRO project.

Narrative Response

Vendors will provide a narrative response detailing how they can meet or exceed PRMP's specifications for vendor responsibilities, as detailed throughout this RFP. PRMP expects vendors to incorporate detailed responses to the sections and bullets listed below, including applicable references and approaches from industry standards and best practices. Additionally, PRMP expects vendors' responses to reference, address, and satisfy the applicable regulatory requirements stemming from CMS' 42 CFR Part 438, Subpart E (§438.350–370) and CMS 2023 EQR Protocols.

The text response to each section must be fourteen (14) pages or less in 11-point font, single spaced, with each response beginning on its own page with the associated section's reference on the top of the page. The vendor may also add up to two (2) pages of images or diagrams for each response. Responses beyond fourteen (14) pages of text and sixteen (16) total pages including images and diagrams will not be reviewed.

General Specifications

- Perform Project Management
- Perform Project Closeout and Transition Activities

<Response>

Technical Specifications

- Complete CMS's EQR Protocols
- Complete Commonwealth EQR-Related Activities
- Conduct ISCA
- Reporting

<Response>

Business Specifications

- Data Management
- Security
- Independence

<Response>

Attachment H: Initial Project Schedule

This Attachment provides the instructions to vendors for including their Initial Project Schedule as part of their EQRO solution proposal.

Instructions

The Initial Project Schedule should be provided as an Attachment to the vendor's proposal and labeled as such in the submission. The vendor should also provide an electronic version of the Project Schedule, using either Microsoft Project® or equivalent software, in the vendor's electronic submission of the proposal. The vendor should provide an additional electronic copy of the Initial Project Schedule converted to Microsoft Excel®.

At a minimum, the vendor's proposed Initial Project Schedule must include:

- Detailed tasks and timelines, outlining the major sections and subsections covered in **Section 5: SOW.**
- The Work Breakdown Structure (WBS) to support the identification and establishment of critical path.
- The Project Schedule for all project deliverables and milestones.
- Identification of resources assigned as the responsible entity for each activity/deliverable within the WBS to the level at which control will be exercised.
- Identification of which activities may involve PRMP staff and/or other MES vendors including specify task details for assigned resources within the schedule.
- Identification of deliverables that may require more or less time for PRMP acceptance, including the proposed acceptance period for the deliverable.

In their evaluation of the vendor's Initial Project Schedule, the Evaluation Committee will be evaluating the vendor's ability to create a detailed Project Schedule that provides a detailed overview of the items listed above.

While PRMP is interested in achieving EQRO solution implementation as soon as possible, vendors will create an Initial Project Schedule that reasonably balances the go-live timeline with critical project tasks, dependencies, and other items as listed above.

The Initial Project Schedule should presume a contract execution date of 04/01/2026. The actual contract execution date is subject to change and will be dependent on related contract negotiations as a part of this award. CMS 2023 EQR Protocols require that all EQR technical reports be publicly posted by April 30 each year. Report development and submission timelines must align with this requirement.

Attachment I: Terms and Conditions Response

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

Title Page

The vendor should review this **Attachment I: Terms and Conditions Response**, signing each provided signature block using blue ink to note the vendor's acknowledgment and intent for compliance. The vendor should identify any exceptions to the Terms and Conditions. If exceptions are not noted in this **Attachment I: 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.

RFP Terms and Conditions

The EQRO RFP Terms and Conditions consist of provisions throughout this RFP. Moreover, these provisions encapsulate instructions, Commonwealth 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.

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

_____

Printed Name of Authorized Personnel

_____

Signature of Authorized Personnel

_____

Date

Customary Terms and Conditions

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

- **Appendix 2: SLAs and Performance Standards**
- **Appendix 4A: Proforma Contract Draft**

- **Appendix 4B: Business Associate Agreement (BAA)**

Complete the table below and provide a signature stipulating the vendor's acknowledgment, completed review, and acceptance of these documents.

Printed Name of Authorized Personnel
Signature of Authorized Personnel
Date

Terms and Conditions Exceptions

If the vendor is **not** taking any exceptions to any PRMP Terms and Conditions, then the vendor must provide a binding signature stipulating its acceptance of these documents.

If the vendor is taking exceptions to any PRMP 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 this Attachment.

Enter on the line above: ("Taking Exceptions" or "No Exceptions Requested")
Printed Name of Authorized Personnel
Signature of Authorized Personnel
Date

Mandatory Requirements and Terms

The following items are mandatory requirements and terms. Proposers must provide affirmative acceptance of these items to move forward with consideration under this RFP.

- The awarded 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 (Impuesto sobre Ventas y Uso [IVU]) as a provider (if applicable) in the Sistema Unificado de Rentas Internas (SURI). PRMP will not award a contract unless the vendor provides proof of such registration or provides documentation from the Puerto Rico Treasury Department that the vendor 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, refer to the Puerto Rico Treasury Department's web site **http://www.hacienda.pr.gov**

- Prior to the contract resulting from this RFP being signed, the successful vendor must provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the Commonwealth. Each Certificate of Insurance must indicate current insurance coverage meeting minimum requirements as specified by this RFP. 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 must be included in this contract is provided in **Appendix 4A: Proforma Draft Contract.** A performance bond may be required for the contract resulting from this RFP.
- **Appendix 2: SLAs and Performance Standards**
- **Appendix 4A: Proforma Draft Contract**
- **Appendix 4B: HIPAA BAA**

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

Complete the table below and provide an authorized signature stipulating the vendor's acknowledgment, understanding, and acceptance of the mandatory requirements and terms stipulated in this section.

_____

Printed Name of Authorized Personnel

_____

Signature of Authorized Personnel

_____

Date

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>

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 terms or conditions 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. Further, all exceptions are subject to PRMP's approval and may be rejected at PRMP's discretion.

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 for this operation. Failure to provide the applicable vendor terms, if any, as part of the RFP response may result in rejection of the vendor's proposal.

The vendor will identify and explain any exceptions to PRMP's Terms and Conditions using the tables provided for that purpose on the following page. Vendors may insert additional tables, as needed. If no changes are listed, the vendor indicates 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 Specifications and terms noted in this RFP are non-negotiable.

The vendor may add additional tables, as appropriate. The vendor will not:

- Submit vendor's Standard Terms and Contracting Provisions in lieu of stipulating exceptions below
- Make revisions to PRMP statutes and regulations

PRMP has no obligation to accept any requested exception(s) to the PRMP Terms and Conditions in this RFP.

Table 15: Exception #1

Document Reference	Vendor's Explanation	Vendor's Proposed Alternative Language (If Applicable)
Reference Specific Contractual Document and Section in Which Exception is Taken	Required for Any Exception	Cross-Reference to Specific Section of Vendor's Terms (If provided as part of RFP response)

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Table 16: Exception #2

Document Reference	Vendor's Explanation	Vendor's Proposed Alternative Language (If Applicable)
Reference Specific Contractual Document and Section in Which Exception is Taken	Required for Any Exception	Cross-Reference to Specific Section of Vendor's Terms (If provided as part of RFP response)

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response are

Appendices

Appendix 1A: Deliverable Review Process

All deliverables produced, maintained, and reviewed by the vendor must be done with the goals of encouraging reuse and maintaining consistency of content, format, methodologies, development, review, and approval processes. Reference **Appendix 5: Procurement Library** for more details.

Any deliverable developed under this contract will be owned by PRMP and may be used and shared by PRMP at its discretion.

Normal business hours are considered Monday through Friday 8 a.m. to 6 p.m. AST. Normal business days exclude Commonwealth and federal holidays. If a deliverable due date falls on a weekend or a PRMP-recognized holiday, then the deliverable due date will be the next business day.

All deliverables should be provided to PRMP in a format most conducive to PRMP's review and approval, based on the deliverable's specifications. The vendor will not print and submit paper copies of reports unless requested by PRMP. Final deliverables should be submitted to PRMP in the original report format, accompanied with a PDF copy.

CMS 2023 EQR Protocols require that all EQR technical reports be publicly posted by April 30 each year. Report development and submission timelines must align with this requirement.

Deliverable Review Process

PRMP intends to review all deliverables according to the process shown in **Figure 1: DED and Deliverable Review Process** and in the PRMP-approved Documentation Management Plan, as described in this RFP. Documentation will be saved in a location to be determined by PRMP prior to the award of the contract. The vendor's quality management process should be aligned with this deliverable review process and followed in conformance with any review process specifically designed for this project. The review process allows PRMP and other stakeholders to evaluate whether the deliverable meets the requirements and is functional in the context of the system.

Deliverable Expectation Document (DED)

As part of the deliverable development and review process, the vendor will create a DED for each deliverable defined in the Deliverables Dictionary of this RFP to obtain approval of a deliverable's content, format, and acceptance criteria from PRMP. A DED is a document that includes an outline of the deliverable and description of the content planned for the deliverable. All deliverables defined in the Deliverables Dictionary of this RFP in Appendix 1 require a DED submission, unless waived by PRMP in writing. As each project deliverable is submitted, the vendor must include a copy of the project deliverable's DED as the cover sheet.

The DED must include, but not be limited to:

- Table of Contents
- DED purpose

- Proposed outline of the sections to be included in the deliverable
- Detailed explanation of proposed content the vendor plans to include in each section
- Proposed deliverable format
- Deliverable assumptions, constraints, and stakeholders
- Deliverable acceptance criteria

Prior to drafting the deliverable, the vendor must submit a DED to PRMP for its review and/or approval. During the deliverable review process, PRMP project team will review the deliverable to determine whether it meets all requirements as agreed upon and defined in the DED. Before submitting a deliverable, the vendor must schedule a deliverable walkthrough with PRMP project team to provide a high-level review of the deliverable. Plans for scheduling deliverable walkthroughs should be integrated into Deliverable #D05: Project Schedule.

Initial Deliverable Submission

The deliverable review process begins the vendor's deliverable submission. Deliverables will be submitted in a client-ready state aligned with the PRMP-approved DED, with no grammatical errors and with formatting appropriate for PRMP approval. The date of a deliverable's receipt will be defined based on the time of submission. If a deliverable is submitted on a non-business day (such as a weekend or holiday) or after normal business hours, the next business day will become the date of receipt. PRMP or its designee will provide the vendor with either a notice of deliverable approval, a notice of conditional approval, a notice of return, or a request for additional time to complete its review beyond the standard ten (10) business days allotted from the date of receipt of each deliverable.

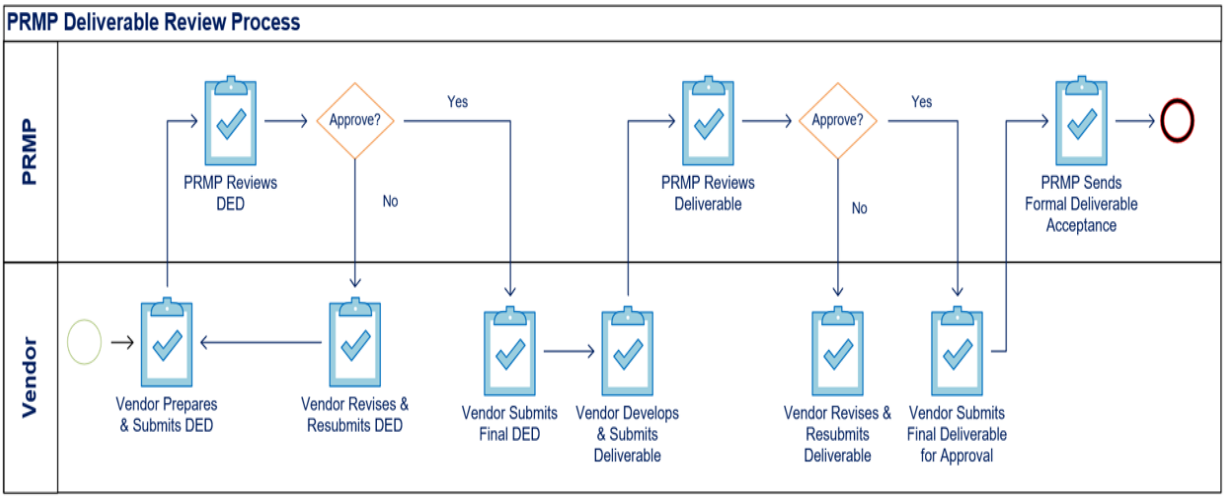
If any portion of the deliverable is unacceptable, PRMP will outline in the notification the reason(s) for returning the deliverable. The vendor will have five (5) business days from the date of return by PRMP to correct any deficiencies and resubmit the deliverable to PRMP. PRMP will have an additional five (5) business days from the date the vendor resubmits the deliverable to review the document. When PRMP finds the deliverable acceptable, PRMP will provide the vendor with written approval of the deliverable.

Second Deliverable Submission

If, upon the second review of a deliverable, PRMP finds the deliverable or any portion thereof unacceptable or not in alignment with the approved acceptance criteria, PRMP will reject the deliverable and escalate the issue using the approach defined in the approved Risk and Issue Management Plan. PRMP may require the vendor to submit a CAP that describes how the vendor will correct the deliverable to obtain PRMP's acceptance of the deliverable.

Figure 1: DED and Deliverable Review Process illustrates the review steps and approval process for each deliverable review cycle.

Figure 1: DED and Deliverable Review Process



Appendix 1B: Deliverables Dictionary

Deliverables Dictionary Overview

The Deliverables Dictionary provides a high-level description of each deliverable required as part of this RFP and resulting contract. Each deliverable should include a section that details how the vendor will maintain and/or update the document throughout the life of the contract. Where applicable, each deliverable should also detail how the deliverable supports or will support integration and collaboration with stakeholders.

The vendor should be prepared to collaborate with PRMP, other Commonwealth government entities, other PRMMIS vendors, and stakeholders as directed by PRMP on the development, submission, and (at times) deliverables review and approval. All deliverables will be produced in English, unless otherwise requested by PRMP.

Table 17: Deliverable Task Group

Task Group	Description
Task Group #1: Project Initiation and Planning, Onboarding	This task group covers activities that will begin immediately following contract execution. Project management activities and processes will be finalized during this phase, as well as the Initial Project Schedule.
Task Group #2: Evaluating and Reporting	This task group covers activities that will begin following contract execution and encompasses all core EQRO review activities.
Task #3: Project Closeout	This task group covers activities related to project closeout activities.

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Deliverables Dictionary Inventory

Table 18: Deliverables Dictionary Summary below summarizes the EQRO vendor deliverables organized by task groups. The term “as agreed upon between PRMP and the vendor” initially refers to the deliverable submission date and review process activities included in the PRMP-approved Project Schedule. CMS 2023 EQR Protocols require that all EQR technical reports be publicly posted by April 30 each year. Report development and submission timelines must align with this requirement.

In some instances, PRMP sets the time of delivery and cadence for vendor deliverables, whereas in other cases the vendor should propose a delivery and update cadence within its Initial Project Schedule. The time of delivery and delivery cadence is subject to change based on evolving project needs and timelines, in-line with the Schedule Management Plan, and is subject to PRMP approval.

Recurring Deliverables

All deliverables will be developed and submitted at least once, while some will be submitted multiple times either due to their recurring cadence, like the Quarterly Status Report, or due to requirements set forth within this RFP and the resulting contract. CMS 2023 EQR Protocols require that all EQR technical reports be publicly posted by April 30 each year. Report development and submission timelines must align with this requirement. Additional information regarding invoicing is available in Attachment A.1 Cost Proposal Instructions.

Table 18: Deliverables Dictionary Summary

ID	Task Group	Deliverable Name	Delivery Cadence
D01	**Task Group #1: Project Initiation and Planning, Onboarding**	30-60-90 Day Plan	This plan is initially submitted as a component of the vendor's proposal and will be updated within the first fifteen (15) business days after the contract execution based on vendor and PRMP agreements.
D02		Kickoff Meeting Materials	Kickoff meeting materials are due within ten (10) calendar days after the contract execution.
D03*		EQRO Quarterly Status Report • General Status Updates • Schedule Updates • Risks and Issues Register • Change Requests • Outcomes Compliance • SLA Report/ SLA CAPs(s)	The Quarterly Status Report is due on the tenth day of the close of the reporting period.
D04		Project Management Plan • Change Management Plan • Communication Management Plan • Cost Management Plan • Documentation Management Plan • Quality Management Plan • Risk and Issue Management Plan • Schedule Management Plan • Scope Management Plan • Staffing Management Plan • Stakeholder Management Plan and Stakeholder Analysis • Project Closeout Plan	The initial Project Management Plan is due ninety (90) calendar days from the contract execution date. The vendor must maintain the Project Management Plan as needed to reflect changes in any of the plan's components throughout the duration of the contract. The Project Management Plan is submitted for PRMP approval annually.

ID	Task Group	Deliverable Name	Delivery Cadence
D05		EQRO Project Schedule	The Initial Project Schedule will be given in the vendor's response to the RFP. The revised Project Schedule is due within thirty (30) calendar days from contract execution. The Project Schedule will be baselined upon initial approval of this deliverable by PRMP. Schedule updates are submitted weekly and delivered electronically in Microsoft Project® and PDF format.
D06	**Task Group #2: Evaluating and Reporting**	Annual Technical Report • Validation of Performance Measures Report • Validation of PIPs Report • Network Adequacy Validation Report • Compliance with Medicaid and CHIP Managed Care Regulations Report • Validation of Encounter Data Reported by Medicaid and CHIP Managed Care Plans Report • Calculation of Additional Performance Measures Report • Implementation of Additional Performance Improvement Projects Report • Conducting Focus Studies on Health Care Quality Report • Program Integrity Review Report • Reporting and Comparison of PM Rates to National Benchmarks Report • ISCA Report	CMS 2023 EQR Protocols require that all EQR technical reports be publicly posted by April 30 each year. Report development and submission timelines must align with this requirement.
D07	**Task Group #3: Project Closeout**	Transition and Closeout Management Plan	As agreed upon between PRMP and the vendor.

ID	Task Group	Deliverable Name	Delivery Cadence
D03	**Recurring Deliverables**	EQRO Quarterly Status Report	The Quarterly Status Report is due on the tenth day of the close of the reporting period.
D05		EQRO Project Schedule	The Initial Project Schedule will be given in the vendor's response to the RFP. The revised Project Schedule is due within thirty (30) calendar days from contract execution. The Project Schedule will be baselined upon initial approval of this deliverable by PRMP. Schedule updates are submitted weekly and delivered electronically in Microsoft Project® and PDF format.

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

D01: 30-60-90 Day Plan

The 30-60-90 Day Plan details the activities to be accomplished within the first 30, 60, and 90 days following contract execution. This plan is initially submitted as a component of the vendor's proposal and will be updated within the first fifteen (15) business days after the contract execution based on vendor and PRMP agreements. The plan will estimate goals for each respective time benchmark (i.e., 30, 60, 90 days) and support the vendor activities to re-baseline PRMP expectations, work products, and priorities.

D02: Kickoff Meeting Materials

The kickoff meeting is to be attended by all vendor key staff and may be attended by additional vendor staff, as necessary. This meeting is an opportunity for the vendor team to meet and introduce themselves to PRMP staff, other PRMMIS vendors, and stakeholders. The vendor will present its overall approach to the EQR support, review the Initial Project Schedule, project milestones, and project objectives in accordance with the RFP and resulting contract.

Kickoff meeting materials are due within ten (10) calendar days after the contract execution. As part of the Kickoff Meeting Materials, the vendor will develop and deliver a kickoff meeting MS PowerPoint® presentation, and any other supporting artifacts necessary for the facilitation of the kickoff meeting. Kickoff meeting materials will be reviewed by PRMP and approved in advance of the event.

The Kickoff Meeting Materials include, but are not limited to, the following information:

- Introduction to the vendor's proposed team
- Introduction of key staff
- Summary of project scope
- Overview of proposed approach toward fulfillment of project scope
- Anticipated high-level project timeline (refer to Deliverable #D05: Project Schedule)
- Approach to integration and collaboration between all relevant project stakeholders
- Anticipated recurring meetings with key project stakeholders including detail such as audience, frequency, and topics of focus for discussion
- Detailed overview of initial focus for the first three months (refer to Deliverable #D01: 30-60-90 Day Plan)
- Other information as necessary to support project execution and project management

D03: EQRO Quarterly Status Report

The vendor will produce a status report that summarizes the status of EQR activities, including executive summaries for presentation to PRMP. This status report must align with CMS guidance and the vendor should work with the project management vendor, when applicable, to create and submit the report.

While the vendor is required to submit a Quarterly Status Report, the vendor should also provide ongoing, detailed updates to PRMP and supporting stakeholders. These updates should allow all

parties to clearly understand the current status of the project, along with the EQRO vendor's needs and responsibilities. PRMP reserves the right to request additional and/or more frequent status reports covering a specific project area or performance dimension.

The Quarterly Status Report is due on the tenth day of the month of the close of the reporting period. PRMP reserves the right to request additional and/or more frequent status reports covering a specific project area or performance dimension.

The report includes, but is not limited to, the content in the following subsections:

General Status Updates

The vendor will provide a detailed summary of key project milestones completed in the prior calendar month and milestones planned for the next 90 days. This section includes highlights for the prior calendar month to provide the necessary insight into recent accomplishments, upcoming project activities, progress toward milestones, and other key pieces of information.

Schedule Updates

The vendor will report on progress toward project milestones and note any changes to the Project Schedule, detailing the specific change and the reason for the change. This section includes vendor tasks accomplished within the prior month, overall project completion percentage, and upcoming tasks for the next month and beyond. The most recently approved Project Schedule should be attached for reference and submitted with the schedule update identifying the change(s).

Risks and Issues Register

The vendor will provide a list of risks and issues with mitigation plans for each item. The vendor should maintain the Risk and Issue Register over the project life cycle. Descriptions of risks and issues include, but are not limited to:

- Status of the risk or issue (new, open, or closed)
- Dates that the risks or issues are opened, closed, and/or escalated
- Probability of the risk or issue to impact the project
- Level of impact the risk or issue would have to the project
- Narrative that provides context to the factors that led to the creation of a risk or issue
- Target mitigation and/or resolution dates
- Risk and issue triggers
- Risk and/or issue owner(s)
- Recommended mitigation or resolution plans by the vendor. The planned approach will be replaced by the mutually agreed upon mitigation or resolution plans between PRMP and the vendor
- Updates for each new and open risk or issue, including progress toward mitigation or resolution. Each update entry contains the date of entry and author.

Change Requests

The status report will include a section identifying the status of all open change requests and resulting change orders, including those closed since the last report. The report will include the original Change Request (CR) number, request date, planned completion date, priority, status, and actual completion date.

Outcomes Compliance

The vendor will report on progress toward and compliance with project outcomes, as specified in Attachment F.2 Outcomes Traceability Matrix (OTM) Excel® workbook. The vendor should provide updated data for the outcomes and associated measures identified in the OTM. Non-compliance with outcomes and SLAs will be reported as part of the vendor's SLA Report described in the next section.

SLA Report

This report section documents the vendor's compliance with SLAs and the specific RFP requirements, including:

- SLA number, name, and description
- KPI description and threshold
- Evidence of vendor's compliance with SLAs/KPIs
- Cost associated with non-compliance of each SLA (contract remedy)
- Total cost deducted from the quarterly invoice due to SLA non-compliance for the reporting period

The SLA Report must also accompany each submitted invoice.

SLA Corrective Action Plan(s)

If the vendor SLA Report includes notice of vendor's non-compliance with one or more SLAs, PRMP may require a CAP. The plan must include, but not be limited to, the following:

- Date the vendor became non-compliant with SLAs
- Details explaining reason(s) for the SLA non-compliance
- Expected corrective action timeline to achieve SLA compliance
- In the event the vendor is working under a previously imposed CAP:
  - Progress toward compliance with SLAs
  - Date the vendor became compliant with SLAs
- Triggered Contract Remedies, as defined in **Appendix 2: SLAs and Performance Standards**

The SLA CAP Report must accompany each submitted invoice while the corrective action is in progress. This report will provide the details necessary to support PRMP's review and approval of each invoice.

D04: Project Management Plan

The Project Management Plan (PMP) is a formal deliverable made up of multiple management plans used to guide project execution and control. The primary use of the Project Management Plan is to standardize repeatable processes and policies for the project. The Project Management Plan is specific to the vendor's tasks, responsibilities, and supporting activities resulting from this procurement and the executed contract. Information from the vendor's Project Management Plan will be included as a component of, and in alignment with, PRMP's Project Management Plan.

The components of the vendor's Project Management Plan must also align with the guidance provided in the PgMO Plan Aids located in the Procurement Library. The vendor will follow project management methodologies consistent with PRMP guidelines, the SDLC, and the PMBOK® Guide. PRMP encourages, but does not require, the use of agile project management methodology for the EQRO SOW. The vendor's Project Management Plan will clearly indicate the project management and work planning approach.

The initial Project Management Plan is due ninety (90) calendar days from the contract execution date. The vendor must maintain the Project Management Plan as needed to reflect changes in any of the plan's components throughout the duration of the contract. The Project Management Plan is submitted for PRMP approval annually.

The Project Management Plan includes ten (10) deliverables that are subcomponents of the Project Management Plan. Each of these deliverables should be simultaneously submitted along with the Project Management Plan. Each of the Project Management Plan components, detailed below, are independent deliverables that will require PRMP review and approval.

Change Management Plan

The vendor should submit the Change Management Plan as part of the Project Management Plan. The Change Management Plan defines the activities, roles, and tools used to manage and control change during each stage of the project. Change is measured against the project baseline, which is a detailed description of the project's scope, budget, schedule, and plans to manage quality, risks, issues, and changes. During the project execution and control stages, the vendor may be required to submit one or more revised project baselines based on changes to the project that are agreed upon by PRMP and the vendor.

The Change Management Plan will include, but not be limited to, the description of:

- Establishment or the use of PRMP's change control board and identification of roles and responsibilities for any project boards or teams
- Assignment of primary and backup members to project boards or teams
- Regularly scheduled change control meetings
- Change management tools and the approach for categorization of CRs by types
- Processes for documenting, reviewing, requesting, and determining request response (approved, denied, returned for additional information, canceled)
- Processes for performing impact analyses for each Change Request
- Processes for planning, implementing, and maintaining changes

- Processes for controlling and managing changes throughout the life of the project
- Alignment with the change management requirements detailed in the RFP

Communication Management Plan

The vendor should submit the Communication Management Plan as part of the Project Management Plan. The Communication Management Plan is used to define stakeholder groups, outline key messages and communication methods, and identify outreach and engagement activities to achieve intended communication objectives.

The Communication Management Plan should detail the varying levels and needs of project stakeholders for information regarding the project activity, status, accomplishments, and impact on stakeholders. It should include, but not be limited to:

- Communication vehicles, participants, and schedules (including, but not limited to, standing project meetings, purpose, audience, frequency)
- Stakeholder inventory, maintenance of contact list, messaging preferences, and frequency of communication
- Required project communications, resolution approaches, and techniques to address stakeholder engagements
- Approach and processes related to management of action items including, but not limited to:
    - Documentation of action items
    - Location where action items will be recorded and stored
    - Communication and follow-up approaches for action item resolutions

Cost Management Plan

The vendor should submit the Cost Management Plan as part of the Project Management Plan. The Cost Management Plan captures the approach for monitoring and controlling the budget throughout the project. The Cost Management Plan is a form of management accounting that enables a project to predict impending expenditures with the intent of reducing the chances of going over budget.

The Cost Management Plan will include, but not be limited to:

- Agreed upon and finalized costs and budget for the project
- Methods for calculating and monitoring cost-related progress
- Mechanisms for reporting cost-related progress, as identified in collaboration with PRMP

Documentation Management Plan

The vendor should submit the Documentation Management Plan as part of the Project Management Plan. The Documentation Management Plan describes how project documentation will be managed and should include, but not be limited to, the following content:

- Document types, including, but not limited to, deliverables, DEDs, acceptance criteria, meeting materials, artifacts, operations manuals, training materials, and user guides

- Use, access, and management of document repositories
- Document naming conventions
- Approach to document management and version control of all project and operational documentation
- Document management repository taxonomy for project artifacts storage and maintenance

Quality Management Plan

The vendor should submit the Quality Management Plan as part of the Project Management Plan. The Quality Management Plan defines the acceptable level of quality as defined by PRMP and describes ongoing quality management during operations. The Quality Management Plan describes how the project will meet the quality standards in its deliverables and project work processes.

The Quality Management Plan should focus on two different areas of quality activities, specifically quality assurance (QA) and quality control (QC). For the purposes of this RFP, QA and QC activities are defined as:

- **QA activities:** Monitoring and verifying that the processes used to manage and create the deliverables are followed and effective after the key milestone has occurred
- **QC activities:** Monitoring and verifying that project deliverables meet defined quality standards before a key milestone

The vendor's Quality Management Plan should include, but not be limited to:

- Defined QA approach and responsibilities
- Detailed definition of all deliverables by Deliverable Payment milestones with the associated acceptance criteria (see also Deliverable Expectation Document description in Appendix 1A. Deliverable Review Process)
- Defined deliverable review and approval process (including touchpoints with project management vendor, PRMP, and other key project stakeholders)
- Disciplined deliverable review process, including time allotted for PRMP review and vendor remediation based on reviewer comments (see also Initial Deliverable Submission review cycle in Appendix 1A Deliverable Review Process)
- Regularly scheduled reviews of key project phases and milestones

Risk and Issue Management Plan

The vendor should submit the Risk and Issue Management Plan as part of the Project Management Plan. The Risk and Issue Management Plan details the process used for identifying, tracking, managing, mitigating, and resolving risks and issues that could have an impact on the success of the project. The Risk and Issue Management Plan should be developed in accordance with PRMP's project management methodology as defined in the PgMO Plan Aids available in **Appendix 5 Procurement Library.**

The vendor's Risk and Issue Management Plan should describe the approach used to monitor, manage, and report project risks and issues in accordance with SLAs, and should include, but not be limited to, the following components:

- Approach to risk and issue management
- Data sources that support risk and issue management
- Roles and responsibilities for vendor, PRMP, and other stakeholders, as appropriate
- Criticality and probability measures
- Escalation process
- Mitigation techniques
- CAP methodology
- Identification, escalation, and documentation of risks and issues
- PRMP-approved response times for notifying and updating PRMP

As part of the RIMP, the vendor will create, document, and maintain all project risks and issues in a Risk and Issue Register and propose a mitigation or resolution plan for each item. The risk and issue management tool should:

- Catalog all risks and issues including assigning a unique ID to each item
- Allow users to self-report and categorize risks and issues by severity, priority, and project area
- Notify PRMP of each occurrence within the time frame defined by PRMP
- Track risk and issue management based on established metrics

Schedule Management Plan

The vendor should submit the Schedule Management Plan as part of the Project Management Plan. The Schedule Management Plan provides initial guidance and tailors general time management planning for the project when performing activities and processes.

The Schedule Management Plan describes the approach to manage the Project Schedule including, but not limited to, the following:

- Description of compliance with Microsoft Office 365 scheduling tools/capabilities (software)
- Frequency, purpose, and invitees for schedule review meetings
- Project Schedule delivery intervals (weekly)
- High-level planning schedule (specified in quarters, months, or sprints depending on project methodology [waterfall, agile, hybrid])
- Assumptions and constraints used to develop the Initial Project Schedule
- Project Schedule reporting
- Approach to baselining the Project Schedule
- Approach to calculating and reporting schedule performance index (SPI)

- Schedule variances reporting
- Corrective actions to address schedule variances during the life of the project
- Processes, roles, and responsibilities involved when making changes to the Project Schedule

Scope Management Plan

The vendor should submit the Scope Management Plan as part of the Project Management Plan. The Scope Management Plan outlines the vendor's approach to defining, controlling, verifying, and managing scope throughout the project and includes, but is not limited to, the following content:

- Documented project vision, goals, and scope statement
- Project WBS based on the scope statement
- Maintenance of the project WBS that decomposes project tasks down to the work-package level
- Description of how the project scope will be defined, developed, and controlled, including details of risks, constraints, and assumptions
- Identified project requirements, including items that are in scope and out of scope, and their prioritization
- Dependencies between the scope items, and risks associated with the inclusion and removal of items from scope
- Defined process used to modify project scope

Staffing Management Plan

The vendor should submit the Staffing Management Plan as part of the Project Management Plan. The Staffing Management Plan documents the vendor's approach to providing and managing qualified human resources for the project and describes how the roles, responsibilities, and reporting relationships will be structured and addressed in support of the project and operations.

The vendor will update the organization chart for the project within five (5) business days of any staffing changes and store in a location accessible to PRMP (refer to Document Management Plan above).

The Staffing Management Plan should include, but not be limited to, the following components for staff acquisition, management, and termination:

- Detailed organizational chart for each phase of the project, identifying all named staff to be used for each phase of the project and designating on-site staff, off-site staff, and subcontractors
- Description of the roles, responsibilities, and skill set associated with each position on the organization chart
- Description of the roles, responsibilities, and experience that qualify each resource for their role on the project. Staff should have a working knowledge of EQR prior to starting on the project

- Description of the quality and timeliness maintenance of work conducted off-site, including work of subcontractors and/or partner
- Inclusion of a resource calendar describing the staff required for each phase of the project, whether the staff will be on-site or off-site, and the allocation percentage for each resource
- Description of PRMP business and technical resources required to support the creation of all deliverables
- Description of the personnel who will be used to support training activities
- Description of business analyst personnel who will be used in support of this RFP
- Description of the process for transitioning essential knowledge to PRMP technical and operations staff and users
- Description of the approach to personnel management including, but not limited to:
  - Hiring and terminations
  - Staff retention and ensuring continuity of staff for all project phases
  - Employee relocation
  - Staff training
  - Training approach for new staff and incumbent staff transitioning between project roles and phases
  - Staff performance monitoring
  - Succession planning, staff replacement, and staff backup
  - Description of procedures for obtaining additional staffing support

Stakeholder Management Plan and Stakeholder Analysis

The vendor should submit the Stakeholder Management Plan and Stakeholder Analysis as part of the Project Management Plan.

The Stakeholder Management Plan provides PRMP with the vendor's approach to managing stakeholder engagement during the project.

The Stakeholder Analysis provides the stakeholder register and background information for each stakeholder. The stakeholder register should be maintained throughout the life cycle of the contract and include vendor, PRMP, and other identified stakeholder and project resources.

Closeout Management Plan

The vendor should submit the Project Closeout Plan as part of the Project Management Plan.

The Project Closeout Plan outlines the structured process for formally concluding the project, ensuring all contractual, administrative, operational, and financial aspects are completed to satisfaction. This document must provide a comprehensive roadmap for verifying project deliverables, obtaining stakeholder approvals, finalizing documentation, releasing project resources, and conducting post-project evaluations.

The Project Closeout Plan should include, but is not limited to:

- Deliverable Verification and Acceptance: Procedures for confirming all project deliverables meet defined acceptance criteria and stakeholder expectations.
- Final Documentation: Guidelines for compiling and storing all project-related documents, including contracts, designs, reports, and communications.
- Lessons Learned: A structured framework for collecting, analyzing, and documenting lessons learned, including successes, challenges, and recommendations for future projects.
- Financial Closeout: Final budget reconciliation, invoicing, and resolution of any outstanding financial obligations.
- Resource Release: Steps for formally releasing project staff, equipment, and other resources.
- Stakeholder Signoff: Process for securing final approvals and formal acknowledgment of project completion.
- Post-Implementation Review: Optional guidance for scheduling and conducting follow-up reviews to assess long-term project outcomes and benefits realization.

D05: Project Schedule

The Project Schedule provides a detailed task-by-task schedule of the activities to be completed during the phases of the project, tying back to the WBS. The Project Schedule should identify start and end dates, durations, work estimates, resources, predecessors, and successors for each task, deliverable, and milestone.

The Initial Project Schedule will be given in the vendor's response to the RFP. The revised Project Schedule is due within thirty (30) calendar days from contract execution. The Project Schedule will be baselined upon initial approval of this deliverable by PRMP. Schedule updates are submitted weekly and delivered electronically in Microsoft Project® and PDF format. Each Project Schedule submission should be accompanied by a change log document that details all changes made to the Project Schedule since the prior submitted version.

CMS 2023 EQR Protocols require that all EQR technical reports be publicly posted by April 30 each year. Report development and submission timelines must align with this requirement.

D06: Annual Technical Report

The vendor will prepare a comprehensive Annual Technical Report that synthesizes findings from all EQR activities conducted for PRMP over the year. This report serves as a consolidated assessment of MCO performance, program compliance, quality improvement initiatives, and network adequacy, providing PRMP leadership with actionable insights to inform policy, oversight, and program improvements.

The vendor will:

- Document the results of all required EQR activities including, PM validation, PIP validations, network adequacy assessments, compliance reviews, member experience surveys, and other quality-related analyses.
- Highlight trends, successes, challenges, and areas requiring corrective action across all MCOs.

- Provide recommendations for improving MCO performance, program operations, and overall Medicaid quality outcomes in Puerto Rico.
- Ensure that findings are clearly documented, data-driven, and aligned with federal requirements under 42 CFR § 438.364.
- Include visualizations, tables, and comparative analyses to facilitate understanding and actionable decision-making.

The Annual Technical Report deliverable will consist of a single, comprehensive document organized by EQR activity and MCO, including an executive summary, detailed findings, analysis, and recommendations. It will provide a consolidated overview of MCO quality performance and compliance, identify statewide trends, best practices, and areas for improvement, and support enhanced transparency, accountability, and data-driven decision-making for PRMP oversight and Medicaid program improvements. CMS 2023 EQR Protocols require that all EQR technical reports be publicly posted by April 30 each year. Report development and submission timelines must align with this requirement.

Validation of Performance Measures Report

The vendor will prepare and submit a comprehensive Validation of Performance Measures Report in accordance with CMS Protocol #2 and PRMP requirements. The report will summarize the validation activities conducted to assess the accuracy, reliability, and reporting processes of the performance measures calculated and reported by the MCOs/Insurers. The report will include a description of the validation methodology, data collection and review procedures, and an evaluation of MCO adherence to technical specifications.

The vendor will provide findings on data integrity, measure calculation, and reporting compliance, along with strengths, weaknesses, and recommendations for improvement. The report will also include an executive summary suitable for dissemination to PRMP leadership and stakeholders. Key elements of the deliverable will include, but are not limited to:

- Description of validation methodology, including CMS Protocol alignment.
- Assessment of MCO processes for data collection, calculation, and reporting of measures.
- Evaluation of data integrity, completeness, and reliability.
- Findings on MCO adherence to technical specifications and measure definitions.
- Summary of validation results by MCO and across the program.
- Identification of opportunities for improvement and corrective action recommendations.
- Executive summary highlighting key findings and implications for program oversight.

Calculation of Additional Performance Measures Report

The vendor will calculate additional performance measures beyond those required under mandatory CMS protocols, in alignment with CMS EQRO Protocol #7. The Commonwealth will identify the additional PMs for review in collaboration with the vendor.

The vendor will:

- Description of validation methodology, including CMS Protocol alignment.

- Assessment of MCO processes for data collection, calculation, and reporting of measures.
- Evaluation of data integrity, completeness, and reliability.
- Findings on MCO adherence to technical specifications and measure definitions.
- Summary of validation results by MCO and across the program.
- Identification of opportunities for improvement and corrective action recommendations.
- Executive summary highlighting key findings and implications for program oversight.

Validation of PIPs Report

The vendor will conduct an independent validation of the PIPs implemented by each contracted MCO, in compliance with 42 CFR § 438.358 and related CMS protocols. The purpose of this deliverable is to ensure that PIPs are designed, implemented, and reported in a methodologically sound manner that is likely to achieve sustained improvement in clinical and non-clinical care areas that are meaningful to Puerto Rico Medicaid enrollees.

The vendor will:

- Review and assess the technical specifications of each PIP, including study design, methodology, data collection procedures, performance indicators, and sampling techniques.
- Evaluate whether the PIP topic is priority-driven, evidence-based, and aligned with PRMP's Quality Strategy, federal requirements, and state-identified goals.
- Assess the validity and reliability of performance measures used and ensure alignment with CMS and NCQA standards where applicable.
- Determine whether the MCO followed a structured quality improvement methodology (e.g., Plan-Do-Study-Act cycles) and documented each stage appropriately.
- Validate whether the PIP was conducted in a manner that allows for generalizable and sustainable improvement, including statistical validity of findings.
- Provide feedback to PRMP and MCOs, including identification of strengths, weaknesses, and recommendations for improvement.

Implementation of Additional Performance Improvement Projects Report

The vendor will collaborate with the Commonwealth to identify non-QAPI PIPs that can lead to significant and sustained improvement in healthcare delivery processes and outcomes. The Vendor will evaluate the identified PIPs in alignment with CMS EQRO Protocol #8 as well as support the implementation of additional PIPs as indicated.

The vendor will:

- Collaborate with PRMP and contracted plans to identify priority areas for additional PIPs.
- Provide technical assistance to MCOs in designing and executing PIPs aligned with CMS standards.
- Ensure each PIP includes a clear aim, baseline data, interventions, and evaluation metrics.
- Monitor progress and validate outcomes using CMS-approved methodologies.

- Document findings and implementation fidelity for each PIP.
- Identify strengths, challenges, and opportunities for improvement in project execution.
- Develop recommendations to enhance the effectiveness and sustainability of PIPs.
- Provide analysis and supporting documentation to enable PRMP to meet CMS oversight and reporting obligations.
- Deliver a formal written report in a format suitable for submission to CMS.

Network Adequacy Validation Report

The vendor will conduct an independent validation of each contracted MCO's provider network to ensure compliance with PRMP network adequacy standards, state requirements, and federal regulations under 42 CFR § 438.68. The validation will assess whether MCO networks are sufficient in size, scope, and geographic distribution to provide timely access to covered services for all Medicaid enrollees, including consideration of special populations and medically underserved areas.

The vendor will:

- Review MCO-submitted provider directories, network policies, and supporting documentation for accuracy and completeness.
- Evaluate the availability of providers by specialty, including primary care, behavioral health, and high-volume specialty services, in accordance with PRMP and CMS network adequacy standards.
- Assess geographic access by measuring travel distance and time for enrollees to reach providers, considering urban and rural populations.
- Validate timely appointment availability by specialty and provider type through sample audits, including telehealth options where applicable.
- Identify gaps, deficiencies, and potential barriers to access, with recommendations for corrective action.

Compliance with Medicaid and CHIP Managed Care Regulations Report

The vendor will conduct a comprehensive review of the MCOs', MAOs and PIHPs' compliance with federal Medicaid and CHIP managed care regulations. The review will align with 42 CFR Part 438 and applicable Centers for Medicare & Medicaid Services (CMS) guidance.

The vendor will:

- Review compliance with requirements related to beneficiary rights, access to care, network adequacy, quality assessment and performance improvement, grievance and appeals processes, program integrity, and other regulatory provisions.
- Document findings of compliance and non-compliance for each contracted plan.
- Identify strengths, gaps, and opportunities for improvement.
- Develop actionable recommendations to support corrective actions and continuous quality improvement.
- Provide analysis and supporting documentation to enable PRMP to meet federal oversight and CMS reporting obligations.

- Deliver a formal written report in a format suitable for submission to CMS.

Validation of Encounter Data Reported by Medicaid and CHIP Managed Care Plans

The vendor will conduct comprehensive validation of encounter data reported by Medicaid MCOs and CHIP Managed Care Plans, in alignment with CMS EQRO Protocol #5. This activity supports federal oversight and ensures the quality of data used for program integrity, performance measurement, rate setting, and policy development.

The vendor will:

- Review ISCA findings, interview personnel, review medical records, and analyze encounter data for each plan.
- Evaluate data quality controls implemented by each plan, including internal audits, error correction procedures, and system safeguards.
- Assess the completeness, accuracy, and timeliness of encounter data submitted by each contracted plan.
- Conduct cross-validation against claims, enrollment, and provider files to identify discrepancies or anomalies.
- Document findings of compliance and non-compliance, including systemic issues and plan-specific deficiencies.
- Identify strengths, gaps, and opportunities for improvement in encounter data reporting and management.
- Develop actionable recommendations to support corrective actions and enhance data reliability.
- Provide analysis and supporting documentation to enable PRMP to meet CMS reporting obligations and inform rate development, program integrity reviews, and quality assessments.
- Deliver a formal written report in a format suitable for submission to CMS, including plan-level and aggregate findings.

Conducting Focus Studies on Health Care Quality Report

The vendor will conduct targeted focus studies in alignment with CMS EQRO Protocol #9 to evaluate particular aspects of clinical care or non-clinical services provided by a single MCO, a subset of MCOs, or all MCOs at the direction of the Commonwealth.

The vendor will:

- Design and execute focused studies on priority topics identified by PRMP, such as disparities, access, or care coordination.
- Develop study protocols including objectives, methodology, number and type of study variables, data sources, and analytic plans.
- Collect and analyze qualitative and quantitative data to assess care quality and outcomes.
- Engage stakeholders including MCOs, providers, and beneficiaries as appropriate.

- Document findings and insights from each study, including root causes and contributing factors.
- Identify strengths, gaps, and opportunities for improvement in care delivery and system performance.
- Develop actionable recommendations to inform policy, program design, and quality improvement.
- Provide analysis and supporting documentation to enable PRMP to meet CMS oversight and reporting obligations.
- Deliver a formal written report in a format suitable for submission to CMS.

Reporting and Comparison of PM Rates to National Benchmarks

The vendor will publish each MCO/MAO's performance measurement rates and provide an analysis comparing Puerto Rico's PM rates to relevant national benchmarks. The deliverable will include a review of reported PM rates, identification of appropriate benchmark sources, and a comparison of Puerto Rico's results to those benchmarks. The vendor will summarize key findings, identify notable trends, and present results in a format that is clear and accessible to PRMP, ASES, and other stakeholders. This deliverable will support PRMP in assessing performance relative to national standards and in identifying potential opportunities for quality improvement.

Program Integrity Review Report

The vendor will prepare a comprehensive Program Integrity Review Report that evaluates the effectiveness of MCOs compliance with federal and Commonwealth requirements related to program integrity. This report will:

- Assess MCO policies, procedures, and practices to help prevent, detect, and address fraud, waste, and abuse.
- Review compliance with 42 CFR 438 Subpart H and applicable PRMP program integrity standards.
- Validate the accuracy and completeness of encounter data and financial reports submitted by MCOs.
- Identify strengths, gaps, and risks in program integrity operations.
- Provide actionable recommendations to strengthen safeguards, improve oversight, and enhance accountability.

Information Systems Capabilities Assessment (ISCA) Report

The vendor will conduct an ISCA to evaluate the capacity of each MCO's and PIHP's information systems to collect, manage, and report accurate, complete, and timely data in accordance with federal Medicaid and CHIP managed care requirements. The assessment will be consistent with CMS protocols and PRMP specifications.

The vendor will:

- Review each plan's information systems and Data Management processes, including enrollment, encounters, claims, provider data, and quality/performance measurement data.
- Assess the accuracy, validity, reliability, completeness, and timeliness of the data submitted by plans.
- Evaluate whether the information systems support required federal and PRMP reporting, quality monitoring, and oversight functions.
- Identify system strengths, weaknesses, and areas of non-compliance or risk.
- Provide recommendations to improve data integrity, reporting capacity, and system performance.
- Prepare a comprehensive ISCA Report that summarizes findings, methodology, and recommendations in a format suitable for submission to CMS.

D07: Transition and Closeout Management Plan

The EQRO vendor will prepare, maintain, and submit to PRMP a Transition and Closeout Plan to ensure a smooth and orderly transition of services and responsibilities at the conclusion of the contract period or upon request. The Plan shall be submitted two (2) months prior to contract termination and will guide all transition activities occurring within six (6) months preceding contract expiration. The EQRO vendor will update the Transition and Closeout Management Plan annually to ensure continued relevance and readiness.

The Transition and Closeout Management Plan shall address all facets of the transition and closeout process, including but not limited to:

- Transition approach and strategy
- Staffing and key personnel responsibilities during transition activities
- Detailed task list and transition schedule
- Documentation and work artifacts
- Knowledge transfer activities to PRMP or its designated agent
- A comprehensive description of the transition process to facilitate the smooth transfer of operations within established timelines
- Transition/Closeout WBS, including dependencies on PRMP and other vendors
- Dependencies on necessary resources (e.g., vendor staff, other vendors, technology, licenses, contracts, etc.)
- Operational communications related to risk management and status reporting during transition
- Transition or closure of active correspondence, as applicable
- Job shadowing and training activities necessary to ensure continuity

- Certificates of destruction of assets and data, as required
- Delivery of all documentation in both final and editable formats (e.g., Operations Management Plans, Master Operations Schedule, Risk and Issues Register, business process designs, Standard Operating Procedures, etc.)
- Transfer of Work Product, as applicable

At the conclusion of the contract period, the EQRO vendor will also prepare and deliver a Transition and Closeout Management Plan, which will serve as the final, comprehensive record of all EQR activities conducted for PRMP during the contract term. The Transition and Closeout Management Plan shall include:

- A summary of all EQR activities conducted, including PM validation, PIP validations, network adequacy assessments, compliance reviews, and any other required evaluations
- Key findings, accomplishments, trends, and areas requiring continued attention
- Final recommendations to support ongoing MCO quality improvement, compliance, and PRMP program oversight
- Documentation of challenges encountered, lessons learned, and any outstanding issues for PRMP consideration
- The Transition and Closeout Management Plan will be included as a deliverable within the Transition and Closeout Management Plan and will consist of a single, consolidated document containing:
    - An executive summary
    - Detailed findings from all EQR activities; and final recommendations

Appendix 2: SLAs and Performance Standards

Service Level Agreements

Each SLA contained herein establishes the performance standards and reporting required by PRMP and the implications of failing to meet the SLAs, as applicable. The vendor should consistently meet or exceed performance standards classified as SLAs between the vendor and PRMP. PRMP reserves the right to seek additional remedies under the contract.

Key Performance Indicators

The Key Performance Indicators (KPIs) used to define the service levels described in Table 25. SLAs, Performance Standards, and Contract Remedies are an adjunct to the performance standards. PRMP has identified the KPIs to be key indicators of the vendor's operational performance. Failure to achieve a KPI may, at the discretion of PRMP, result in payment reduction. However, 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 a KPI.

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, technological changes, and Commonwealth and federal regulatory requirements. 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.

Contract Remedies

The vendor should deduct any amount resulting from failure to meet one or more SLAs from its future payments. The SLA contract remedy deductions must 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. For details on what should be included in the SLA Report, refer to **Appendix 1B: Deliverables Dictionary**. 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.

PRMP will monitor the vendor's performance based on the vendor's reported performance against each SLA. Each SLA presented in this RFP establishes the performance level PRMP expects in each area. KPIs are identified within each SLA and are to be measured and reported each quarter by the vendor in the Quarterly Status Report. Quarterly Status Reports, including SLA performance reports, must be provided in the format agreed upon with PRMP and received electronically no later than the tenth day of the month for the prior month's performance.

PRMP will decide to enforce the associated liquidated damages. If PRMP chooses to not enforce liquidated damages at any given time, it does NOT set precedence for future enforcement actions,

does not limit PRMP's enforcement authority in any way, and does not imply acceptance or approval of performance below the agreed upon level.

Terms and Definitions

The table below contains the terms and their definitions specific to the SLAs found in this **Appendix 2.**

Table 19: Terms and Definitions for SLAs

Term	Definition
42 CFR 438	Federal regulation that governs Medicaid managed care. It establishes the rules states and managed care plans must follow to ensure enrollees have access to quality care, protections, and clear rights. The regulation covers state responsibilities, plan standards, enrollee rights, quality oversight (including EQR), grievance and appeal processes, and sanctions for non-compliance. In short, it is the federal framework that ensures accountability, quality, and fairness in Medicaid managed care programs.
Technical Report	A report that the EQRO submits to the SMA. It summarizes all EQR activities conducted during the review period, including findings, conclusions, and recommendations on the quality, timeliness, and access to care provided by managed care plans.
Normal Business Hours	Normal business hours are considered Monday through Friday 8 a.m. to 6 p.m. AST. Normal business hours do not include Commonwealth and federal holidays.

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Corrective Action Plan

When an SLA is not met, or when project issues persist without satisfactory resolution, the vendor must submit a written CAP to PRMP no later than ten (10) business days from the date PRMP requests the CAP. PRMP will consider extensions to the ten (10) day timeline on a case-by-case basis. PRMP may request CAPs at any point throughout the project should vendor and/or project performance fail to meet contractual performance standards. The CAP will include, at a minimum, the following components:

- Identification of deficient SLA(s)
- Full description of the issue
- Root cause analysis (RCA)
- Impact of the issue and related risk, if applicable
- Proposed resolution, including any failed remediations implemented before the current CAP
- Proposed outcomes and metrics to monitor successful remedy of root cause and contributing issues
- Proposed corrective action to avoid missing the SLA in the future

The vendor will implement the proposed corrective action only upon PRMP approval of the CAP.

In **Table 20: SLAs, Performance Standards, and Contract Remedies** below, each SLA is categorized as applicable along with the applicable Contract Remedies.

Table 20: SLAs, Performance Standards, and Contract Remedies

ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
SLA-001		Key Staff	• Key staff must be fully in place before initiation of services as detailed in the PRMP-approved Staffing Management Plan (refer to Deliverable D04 Project Management Plan). • The vendor must notify PRMP of any known key staff vacancy within one (1) business day, with every effort made to provide advance notice of at least fifteen (15) business days prior to departure. • The vendor must work to ensure a permanent replacement is assigned to the project within thirty (30) business days of the date a key staff position becomes vacant. This period can be extended depending on the demonstrated LOE to retain full-time replacement. • Key Staff must be available during PRMP normal business hours on every business day of the contract term or as otherwise agreed upon by PRMP and the vendor.	PRMP may assess up to: • $200 per business day for each key staff who is not fully in place before initiation of services, as defined in the Staffing Management Plan. • $3,000 per occurrence for each proposed key staff person changed without proper notice and not approved by PRMP for reasons other than legally required leave of absence, sickness, death, or termination of employment. • $200 per business day for each business day after the initial thirty (30) business days in which an acceptable replacement for vacant key staff position is not provided.

ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
SLA-002		Deliverable(s) and Outcome(s) Service Level	• PRMP and the vendor will agree to a Project Schedule at the commencement of the contract, and the vendor will maintain the Project Schedule as agreed to throughout the duration of the contract. The parties may agree to re-baseline the Project Schedule throughout the duration of the contract. • The vendor will provide deliverables to PRMP in keeping with required levels of completeness, content, and quality, to achieve the deliverable purpose. • The vendor will complete all deliverables within their corresponding delivery dates identified in Section 8 Appendices – Appendix 1, Deliverables Dictionary and the Project Schedule. This service level will commence upon initiation of the contract and will prevail throughout the contract. • This SLA is for all deliverable, except for those specifically referenced in other SLAs.	PRMP may assess up to: • $200 for each calendar day that a deliverable is not submitted to PRMP or is submitted incomplete. • $1,000 dollars per month for each instance where an outcome specified within Attachment F: OTM is not met for reasons attributable to the vendor.
SLA-003		PRMP Queries and Requests	• The vendor must triage all inquiries received from PRMP-approved email addresses. All emails received must be acknowledged within one (1)	PRMP may assess up to: • $100 per occurrence of an email not being acknowledged within twenty four (24) hours.

ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
			business day of receipt and resolved within three (3) business days unless otherwise approved by PRMP. • The vendor must forward to the designated PRMP staff within one (1) business day those inquiries that are either: o Determined to be outside the response scope for the vendor. o Should be handled by PRMP staff.	• $100 per occurrence of an email resolution not received within three (3) business days. • $100 per occurrence of any emails forwarded to outside the response scope of the vendor within one (1) calendar day.
SLA-004		Security Breach	The Security and Privacy Incident Notification Service Level is defined as the vendor's documented response approach/plan for handling any potential threats to data, data breaches, or privacy incidents as well as taking appropriate action when the source of the intrusion or incident at a third party is traced back to the organization. The vendor should notify PRMP of any incidents or breaches. 1. Upon discovery, report confirmed incidents to PRMP. 2. Information security officer, privacy officer or designee confirms, quantifies, and categorizes suspected incidents within three business days.	The vendor will compensate PRMP for any fines and penalties imposed by regulatory entities. PRMP may, at its discretion, withhold operating fee payments until fines and penalties are resolved.

ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
			3. Contain incident as soon as possible 4. Detailed incident report is submitted to PRMP within one business day of confirming incident. 5. Develop incident communication plan. 6. Briefing with PRMP within five (5) business days of incident confirmation. 7. Remediate the issue at hand and complete a full incident report.	
SLA-005		Meeting Agendas	• The vendor must distribute meeting agendas and any documents to be addressed at the meeting at least one (1) business day before the meeting, unless waived by PRMP.	PRMP may assess up to $200 per business day for each day a meeting agenda and/or documents to be addressed in the meeting are not submitted within one (1) business day prior to the meeting.
SLA-006		Meeting Minutes	• The vendor will publish meeting minutes for meetings it facilitates, no later than two (2) business days after the meeting, unless waived by PRMP.	PRMP may assess up to $200 per calendar day for each day meeting minutes are not submitted within two (2) business days.
SLA-007		Technical Reports	• The Vendor will produce complete and accurate CMS required technical reports per 42 CFR 438 according to the schedule identified by the Commonwealth submitted in a 508-compliant format.	PRMP may assess up to $1,000.00 per business day until the satisfactory fulfillment of the deliverable.

ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
			• This SLA is for deliverables D06, D07, D08, D09, D10, D11, D12 and D13.	

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Appendix 3: Key Staff Qualifications, Experience, and Responsibilities

The tables below detail the roles of vendor-specific key staff necessary for the successful execution of the services detailed in this RFP. The vendor's staff will participate in project-related activities at various times throughout the contract phases.

These terms and requirements apply to all key staff included in the vendor's responses as well as any proposed key staff replacements after the award of the contract.

The requirements below include providing qualified, knowledgeable, trained, professional staff to install, configure, manage, and maintain the vendor's EQR support.

Table 21 below highlights minimum required allocations and on-site presence for key staff, by project phase. Cells marked "100%" indicate that key staff must be 100% allocated to the project. Cells marked "<100%" indicate that key staff may be less than 100% allocated to the project but still must be available to PRMP to fulfill their obligations under this RFP and resulting contract. All key staff should be available and on-site at least 25% of the time during the applicable project phases.

Table 21: Vendor Key Staff Allocation by Project Phases

Project Role	Project Initiation, Planning, and Onboarding	Evaluation and Reporting	Project Closeout
EQRO Account Manager	100%	<100%	<100%
EQRO Project Manager	100%	<100%	<100%
EQRO Business Lead	100%	100%	100%
EQRO Policy Analyst / Compliance Specialist	<100%	100%	<100%
EQRO Data Analyst / Health Informatics Specialist	<100%	100%	<100%
EQRO Quality Improvement Specialist / Research Analyst	<100%	100%	<100%
EQRO Clinical Reviewer	<100%	100%	<100%
EQRO Network Adequacy Reviewer	<100%	100%	<100%

Table 22: Vendor Key Staff Roles and Responsibilities below provides the minimum qualifications, experience, and primary responsibilities required for each role. The responsibilities presented are high-level and not to be interpreted as all-inclusive. The vendor may propose additional staff roles to complement the key roles identified. PRMP will consider alternative arrangements if the time staff are present and devoted is sufficient to meet the responsibilities and performance expectations set forth in this RFP.

In instances where the vendor proposes alternative staffing arrangements, include a description detailing why, as well as the approach toward helping to ensure the vendor will meet the responsibilities and performance expectations outlined in this RFP.

Table 22: Vendor Key Staff Roles and Responsibilities

Vendor Role	Qualifications	Responsibilities
EQRO Account Manager	• A minimum of eight (8) years of demonstrable experience managing projects or programs for a SMA with operations similar to PRMP, a Medicaid MCOs, a large healthcare provider management organization of comparable size, or an organization of equivalent complexity implementing process improvement or quality oversight initiatives. • A minimum of three (3) years of demonstrated experience in an account management, client engagement, or advisory role for projects aligned with the scope of this RFP, including Medicaid quality oversight, EQR reviews, or managed care compliance activities. • Strong knowledge of Medicaid program requirements, including eligibility, enrollment, managed care operations, performance	The Account Manager will be a key staff position throughout the entire contract term. This position is responsible for the overall delivery and oversight of EQR activities under the contract. This individual serves as the primary liaison with PRMP during all phases of the contract. Key responsibilities include, but are not limited to: • Attending, in-person upon PRMP request, meetings and hearings of legislative committees, governmental bodies, agencies, and officers to represent EQR activities and findings. • Establishing and maintaining a positive client relationship with PRMP, MCOs, and other stakeholders, providing timely and informed responses to implementation, operational, and administrative inquiries related to EQR activities. • Delegating authority to qualified staff when unavailable to ensure continuity of operations and adherence to project timelines and deliverables. • Meeting with PRMP staff or other people as designated by PRMP regularly to provide oral and written status reports, updates on project milestones, and other information as required. • Ensuring the overall coordination, quality, and timely delivery of all EQR deliverables.

Vendor Role	Qualifications	Responsibilities
	measurement, and compliance with CMS EQR protocols. • A minimum of a bachelor's degree in healthcare administration, public policy, business administration, or a related field; or a minimum of four (4) years of related experience in lieu of degree. • Knowledge of project management standards and best practices, including the PMBOK® Guide or equivalent frameworks. • Demonstrated ability to serve as the primary point of contact for state agencies, MCOs, and other stakeholders, providing leadership and guidance on complex EQR projects. • Strong written and oral communication skills, with experience preparing reports, presentations, and formal correspondence for state Medicaid leadership and external stakeholders.	• Overseeing compliance with CMS EQR protocols and other federal or state Medicaid requirements, escalating risks or issues to PRMP as necessary. • Facilitating communication and coordination among the project team, PRMP staff, and external stakeholders to resolve operational challenges and support smooth execution of EQR tasks. • Serving as the principal point of contact for PRMP regarding project strategy, progress, and key decisions affecting EQR activities.
EQRO Project Manager	• A minimum of five (5) years of demonstrated experience in program or project management within a SMA with operations comparable to PRMP, a Medicaid MCOs, a large healthcare provider management organization, or an organization of equivalent complexity overseeing quality oversight, compliance, or systems implementation initiatives.	The Project Manager will be responsible for overseeing the successful planning, execution, and delivery of all EQRO-related activities for PRMP. The selected candidate will provide operational leadership, ensure adherence to federal and state Medicaid requirements, and coordinate cross-functional teams to achieve project goals. Key responsibilities include, but are not limited to: • Develop and manage comprehensive project plans, including scope, objectives, timelines, deliverables, and resource allocation for all EQR activities.

Vendor Role	Qualifications	Responsibilities
	• A minimum of three (3) years of demonstrated experience of Medicaid managed care and eligibility processes, including determinations, enrollment, performance measurement, encounter data validation, and CMS EQR protocols. • A minimum of a bachelor's degree in healthcare administration, public policy, business administration, or a related field; or a minimum of four (4) years of related experience in lieu of degree. • Knowledge of project management standards and best practices, including PMBOK® Guide or equivalent frameworks. • Demonstrated ability to manage multiple concurrent projects, track milestones, and ensure timely and accurate delivery of project objectives and EQR deliverables. • Strong written and oral communication skills, including experience preparing reports, project updates, and presentations for PRMP leadership and external stakeholders.	• Align EQR project efforts with PRMP's organizational strategy, Medicaid program goals, and CMS EQR protocols. • Lead stakeholder engagement with PRMP staff, MCOs, subcontractors, and other partners to ensure clear communication, collaboration, and requirement gathering. • Monitor project performance, manage risks and issues, and ensure timely, high-quality delivery of all EQR deliverables. • Prepare and provide regular oral and written status reports, updates, and presentations to PRMP leadership and other relevant stakeholders.
EQRO Business Lead	• A minimum of five (5) years of demonstrated experience leading initiatives within a SMA, a Medicaid MCOs, a large healthcare provider management organization of comparable size, or an organization of equivalent	The EQRO Business Lead will play a critical role in supporting PRMP's Medicaid by leading EQR activities and protocols. Key responsibilities include, but are not limited to: • Ensure that all EQR activities align with federal regulations (42 CFR Part 438) and PRMP's specific requirements.

Vendor Role	Qualifications	Responsibilities
	complexity overseeing quality oversight or operational improvement initiatives. • Strong knowledge of Medicaid program operations, including eligibility, enrollment, quality measurement, PIPs, and compliance with CMS EQR protocols. • A minimum of a bachelor's degree in healthcare administration, business administration, public policy, or a related field; or a minimum of four (4) years of related experience in lieu of a degree. • Strong written and oral communication skills, including experience preparing reports, process documentation, and presentations for PRMP leadership and external stakeholders.	• Lead planning, coordination, and execution of annual EQR activities, including validation of performance measures, compliance reviews, and encounter data validation. • Coordinate with technical, clinical, and data teams to ensure integration of workstreams and deliverable quality. • Review and approve draft and final deliverables before submission to PRMP. • Manage project risks and develop mitigation strategies to ensure successful completion of contract objectives. • Ensure appropriate staffing, resource allocation, and training for project team members supporting the PRMP EQR. • Maintain documentation of processes, methodologies, and decision-making for transparency and audit readiness. • Support stakeholder engagement, including facilitation of meetings with PRMP, MCOs, and CMS (when needed). • Monitor performance against SLAs and quality standards defined in the RFP. • Provide regular status reports, issue logs, and progress updates to PRMP leadership. • Ensure compliance with HIPAA, Puerto Rico-specific data privacy regulations, and all security requirements.
EQRO Policy Analyst / Compliance Specialist	• A minimum of five (5) years of demonstrated experience in policy analysis, regulatory compliance, or quality oversight within a SMA with operations comparable to PRMP, a Medicaid MCOs, a large healthcare provider management organization, or an organization of equivalent complexity overseeing Medicaid program compliance and quality initiatives.	The Policy Analyst / Compliance Specialist will be responsible for supporting EQR activities by ensuring adherence to federal and state Medicaid requirements and providing expert guidance on regulatory compliance and quality oversight. The selected candidate will coordinate with PRMP staff and EQR teams to monitor, evaluate, and support the effective delivery of all EQR-related activities. Key responsibilities include, but are not limited to:eReview and interpret federal and state Medicaid regulations, CMS EQR protocols, and PRMP policies to ensure EQR activities comply with applicable requirements.

Vendor Role	Qualifications	Responsibilities
	• A minimum of three (3) years of demonstrated experience managing or supporting projects that directly address regulatory compliance, process improvement, or QA initiatives aligned with Medicaid program requirements. • Strong knowledge of Medicaid managed care and eligibility processes, including determinations, enrollment, performance measurement, encounter data validation, and CMS EQR protocols. • A minimum of a bachelor's degree in healthcare administration, public policy, business administration, law, or a related field; or a minimum of four (4) years of related experience in lieu of a degree. • Knowledge of regulatory compliance frameworks, quality oversight methodologies, and best practices for Medicaid program monitoring and evaluation. • Demonstrated ability to interpret complex federal and state Medicaid policies and translate them into actionable guidance or recommendations for state agencies, contractors, and stakeholders. • Strong written and oral communication skills, including experience preparing reports, compliance documentation, policy	• Provide guidance and analysis on Medicaid program operations, including eligibility, enrollment, performance measurement, encounter data validation, and quality improvement initiatives. • Collaborate with PRMP staff, MCOs, and subcontractors to ensure consistent application of policies and compliance standards. • Identify compliance risks, process gaps, or operational inefficiencies within EQR activities and recommend actionable solutions to mitigate risks. • Assist in the development, review, and validation of EQR deliverables, including reports, findings, and performance improvement project documentation. • Monitor emerging federal and state Medicaid policies, guidance, and regulations, and advise PRMP leadership on potential impacts to EQR operations. • Prepare and provide detailed written and oral reports, policy briefs, and presentations to PRMP leadership and other relevant stakeholders.

Vendor Role	Qualifications	Responsibilities
	briefs, and presentations for PRMP leadership and external stakeholders. • Experience reviewing, analyzing, or providing guidance on compliance with CMS EQR protocols, Medicaid regulations, and quality improvement requirements.	
EQRO Data Analyst / Health Informatics Specialist	• A minimum of four (4) years of demonstrated experience in data analysis, health informatics, or quality reporting within a SMA with operations comparable to PRMP, a Medicaid MCOs, a large healthcare provider management organization, or an organization of equivalent complexity overseeing Medicaid program compliance, quality measurement, or EQR-related data initiatives. • A minimum of three (3) years of demonstrated experience managing or supporting projects that directly address data validation, performance measurement, process improvement, or QA initiatives aligned with Medicaid program requirements. • Strong knowledge of Medicaid managed care and eligibility processes, including determinations, enrollment, encounter data collection and validation, performance measurement, and CMS EQR protocols.	The Data Analyst / Health Informatics Specialist will be responsible for supporting PRMP's EQR activities by providing expertise in data collection, validation, analysis, and reporting. The selected candidate will coordinate with PRMP staff, and other stakeholders to ensure accurate, timely, and compliant delivery of all EQRO-related data activities. Key responsibilities include, but are not limited to: Review, analyze, and validate encounter data, performance measures, and quality reporting submitted by MCOs to ensure compliance with federal and state Medicaid requirements and CMS EQR protocols. • Develop and maintain Data Management and analytic processes that support EQR activities, including quality measurement, PIPs, and regulatory reporting. • Collaborate with PRMP staff and other stakeholders to ensure consistent data collection, reporting, and application of quality oversight standards. • Support the development, review, and validation of EQR deliverables, including reports, dashboards, findings, and analytic documentation. • Monitor emerging federal and state Medicaid reporting requirements, CMS guidance, and best practices in health informatics and data analytics, and advise PRMP leadership on potential impacts to EQR operations. • Prepare and provide detailed written and oral reports, dashboards, visualizations, and presentations to PRMP leadership and other relevant stakeholders.

Vendor Role	Qualifications	Responsibilities
	• A minimum of a bachelor's degree in health informatics, healthcare administration, public health, data science, or a related field; or a minimum of four (4) years of related experience in lieu of a degree. • Knowledge of health data standards, quality measurement methodologies, regulatory compliance frameworks, and best practices for Medicaid program monitoring and evaluation. • Demonstrated ability to analyze complex datasets, interpret trends, and translate findings into actionable recommendations for state agencies, contractors, and stakeholders. • Strong written and oral communication skills, including experience preparing reports, dashboards, policy briefs, and presentations for PRMP leadership and external stakeholders. • Experience reviewing, analyzing, or providing guidance on data quality, performance measures, and compliance with CMS EQR protocols, Medicaid regulations, and quality improvement requirements.	
EQRO Quality Improvement Specialist / Research Analyst	• A minimum of four (4) years of demonstrated experience in quality improvement, research, data analysis, or health outcomes	The Quality Improvement Specialist / Research Analyst will be responsible for EQR activities by providing expertise in quality assessment, performance improvement, and research analysis. The selected candidate will coordinate with PRMP staff and other stakeholders to ensure accurate, timely, and compliant

Vendor Role	Qualifications	Responsibilities
	evaluation within a SMA with operations comparable to PRMP, a Medicaid MCOs, a large healthcare provider management organization, or an organization of equivalent complexity overseeing Medicaid program compliance, quality measurement, or EQR-related initiatives. • A minimum of three (3) years of demonstrated experience managing or supporting projects that directly address quality improvement, performance measurement, or process improvement aligned with Medicaid program requirements. • Expertise in research design and methodology, including statistical analysis. • Strong knowledge of Medicaid managed care and eligibility processes, including determinations, enrollment, encounter data collection and validation, performance measurement, and CMS EQR protocols. • A minimum of a bachelor's degree in public health, health services research, healthcare administration, data science, or a related field; or a minimum of four (4) years of related experience in lieu of a degree. • Knowledge of quality improvement methodologies, health data standards, regulatory compliance	delivery of all EQR-related quality improvement activities. Key responsibilities include, but are not limited to:aReview, analyze, and evaluate quality measures, PIPs, encounter data, and other EQR deliverables to ensure compliance with federal and state Medicaid requirements and CMS EQR protocols. • Develop and maintain quality improvement and analytic processes that support EQR activities, including monitoring trends, identifying areas for improvement, and recommending evidence-based interventions. • Identify quality gaps, process inefficiencies, or data inconsistencies and recommend corrective actions to PRMP leadership. • Support the development, review, and validation of EQR deliverables, including quality assessment reports, dashboards, findings, and analytic documentation. • Provide technical guidance and recommendations to strengthen PRMP's Medicaid quality oversight, research initiatives, and data-driven decision-making processes. • Monitor emerging federal and state Medicaid quality requirements, CMS guidance, and best practices in performance measurement, quality improvement, and research, and advise PRMP leadership on potential impacts to EQR operations. • Prepare and provide detailed written and oral reports, dashboards, visualizations, research briefs, and presentations to PRMP leadership and other relevant stakeholders.

Vendor Role	Qualifications	Responsibilities
	frameworks, and best practices for Medicaid program monitoring, evaluation, and research. • Demonstrated ability to analyze complex datasets, evaluate program performance, and translate findings into actionable recommendations to improve Medicaid program quality and compliance. • Strong written and oral communication skills, including experience preparing reports, research briefs, dashboards, and presentations for PRMP leadership, stakeholders, and external partners. • Experience reviewing, analyzing, or providing guidance on quality measures, performance improvement projects, and compliance with CMS EQR protocols, Medicaid regulations, and quality improvement initiatives.	
EQRO Clinical Reviewer	• A minimum of four (4) years of demonstrated experience in clinical quality review, health outcomes evaluation, or utilization review within a SMA with operations comparable to PRMP, a Medicaid MCOs, a large healthcare provider management organization, or an organization of equivalent complexity overseeing Medicaid program compliance, clinical quality measurement, or EQR-related initiatives.	The Clinical Reviewer will be responsible for supporting EQR activities by providing expertise in clinical quality assessment, utilization review, and outcomes evaluation. The selected candidate will coordinate with PRMP staff, and other stakeholders to ensure accurate, timely, and compliant delivery of all EQR-related clinical review activities. Key responsibilities include, but are not limited to:lReview, analyze, and evaluate clinical quality measures, utilization review data, encounter data, and other EQR deliverables submitted by MCOs to ensure compliance with federal and state Medicaid requirements and CMS EQR protocols.

Vendor Role	Qualifications	Responsibilities
	• A minimum of three (3) years of demonstrated experience conducting or supporting projects that directly address clinical quality improvement, performance measurement, process improvement, or research initiatives aligned with Medicaid program requirements. • Strong knowledge of Medicaid managed care and eligibility processes, including clinical determinations, encounter data collection and validation, performance measurement, and CMS EQR protocols. • A minimum of a bachelor's degree in nursing, public health, health services research, healthcare administration, or a related clinical field; or a minimum of four (4) years of related clinical experience in lieu of a degree. • Knowledge of clinical quality improvement methodologies, regulatory compliance frameworks, and best practices for Medicaid program monitoring, evaluation, and clinical review. • Demonstrated ability to analyze clinical data, evaluate program performance, and translate findings into actionable recommendations to improve Medicaid program quality and compliance. • Strong written and oral communication skills, including	• Conduct clinical case reviews, medical record audits, and performance assessments to identify gaps in care, quality deficiencies, or compliance issues. • Collaborate with PRMP staff, and other stakeholders to ensure consistent application of clinical quality standards, oversight methodologies, and evidence-based practices. • Identify clinical quality gaps, process inefficiencies, or deviations from standards of care and recommend corrective actions to PRMP leadership. • Support the development, review, and validation of EQR deliverables, including clinical review reports, dashboards, findings, and analytic documentation. • Provide technical guidance and recommendations to strengthen PRMP's Medicaid clinical quality oversight, utilization review processes, and data-driven decision-making. • Monitor emerging federal and state Medicaid clinical quality requirements, CMS guidance, and best practices in utilization review, clinical performance measurement, and quality improvement, and advise PRMP leadership on potential impacts to EQR operations. • Prepare and provide detailed written and oral reports, dashboards, visualizations, research briefs, and presentations to PRMP leadership and other relevant stakeholders.

Vendor Role	Qualifications	Responsibilities
	experience preparing clinical review reports, research briefs, dashboards, and presentations for PRMP leadership, stakeholders, and external partners. • Experience reviewing, analyzing, or providing guidance on clinical quality measures, utilization review, performance improvement projects, and compliance with CMS EQR protocols and Medicaid regulations.	
EQRO Network Adequacy Reviewer	• A minimum of four (4) years of demonstrated experience in network adequacy assessment, provider network evaluation, or health system analysis within a SMA with operations comparable to PRMP, a Medicaid MCOs, a large healthcare provider management organization, or an organization of equivalent complexity overseeing Medicaid program compliance, provider network monitoring, or EQR-related initiatives. • A minimum of three (3) years of demonstrated experience conducting or supporting projects that directly address network adequacy, access to care assessments, or performance evaluation initiatives aligned with Medicaid program requirements. • Strong knowledge of Medicaid managed care and eligibility processes, including provider network requirements, clinical	The Network Adequacy Reviewer will be responsible for supporting EQR activities by providing expertise in provider network assessment, access to care evaluation, and compliance monitoring. The selected candidate will coordinate with PRMP staff and other stakeholders to ensure accurate, timely, and compliant delivery of all vendor-performed network adequacy review activities. Key responsibilities include, but are not limited to:vReview, analyze, and evaluate provider network data, access to care measures, appointment availability, and other EQR vendor deliverables to ensure compliance with federal and state Medicaid requirements and CMS EQR protocols. • Assess geographic distribution, provider capacity, and network composition to identify potential access issues, gaps in care, or deficiencies in network adequacy. • Collaborate with PRMP staff and other stakeholders to ensure consistent application of network adequacy standards, oversight methodologies, and evidence-based practices. • Identify deficiencies, process inefficiencies, or deviations from provider network requirements and recommend corrective actions to PRMP leadership. • Support the development, review, and validation of EQR deliverables, including network adequacy reports, dashboards, findings, and analytic documentation.

Vendor Role	Qualifications	Responsibilities
	determinations, encounter data collection and validation, and CMS EQR protocols. • A minimum of a bachelor's degree in public health, healthcare administration, health services research, nursing, or a related clinical or health policy field; or a minimum of four (4) years of related experience in lieu of a degree. • Knowledge of network adequacy assessment methodologies, provider access standards, regulatory compliance frameworks, and best practices for monitoring Medicaid managed care networks. • Demonstrated ability to analyze provider network data, evaluate access and capacity metrics, and translate findings into actionable recommendations to improve Medicaid program compliance and quality of care. • Strong written and oral communication skills, including experience preparing network adequacy reports, research briefs, dashboards, and presentations for PRMP leadership, stakeholders, and external partners. • Experience reviewing, analyzing, or providing guidance on provider network composition, geographic access, appointment availability, and compliance with CMS EQR	• Provide technical guidance and recommendations to strengthen PRMP's Medicaid network oversight and support data-driven decision-making regarding provider access and capacity. • Monitor emerging federal and state Medicaid network adequacy requirements, CMS guidance, and best practices in provider access and network evaluation, and advise PRMP leadership on potential impacts to EQR vendor activities. • Prepare and provide detailed written and oral reports, dashboards, visualizations, research briefs, and presentations on network adequacy findings, and recommendations to PRMP leadership and other relevant stakeholders.

Vendor Role	Qualifications	Responsibilities
	protocols and Medicaid regulations.	

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Appendix 4A: Proforma Draft Contract

The following details a draft of the contract that the awarded vendor will be required to sign. The finalized version of the contract is subject to change and will be provided prior to contract execution.

COMMONWEALTH OF PUERTO RICO
DEPARTMENT OF HEALTH
SAN JUAN, PUERTO RICO

PROFESSIONAL SERVICES CONTRACT

2025-PRMP-MES-EQRO-006

APPEARING

FOR THE FIRST PARTY: PUERTO RICO DEPARTMENT OF HEALTH, herein represented by the Secretary of Health, VICTOR N. RAMOS OTERO , MD, MBA, of legal age, married, a medical doctor and resident of San Juan, Puerto Rico, or by the Undersecretary of Health, XX, of legal age, XX, and resident of XX, Puerto Rico, or by the Executive Assistant, JULIO I RAMOS VELEZ, of legal age, XX and resident of XX, Puerto Rico who may appear in representation of the Secretary of Health and are duly authorized to sign this Agreement by delegation made on September 24, 2023 in accordance with Act No. 81 of March 14, 1912, henceforth referred to as the FIRST PARTY.

FOR THE SECOND PARTY: _____, a corporation created under the Laws of the Commonwealth of Puerto Rico, duly registered with the Department of State under number _____, represented by _____ in its capacity as _____, of legal age, married / single, and neighbor of _____, Puerto Rico, authorized to execute this contract, hereinafter referred to as the SECOND PARTY.

WITNESSETH

WHEREAS: The Department of Health (PRDoH) was created pursuant to the provisions of Act No. 81 of March 14, 1912, as amended, and elevated to constitutional rank on July 25, 1952, by virtue of the provisions of Article IV, Section 6 of the Constitution of the Commonwealth of Puerto Rico. Sections 5 and 6 of Article IV of the Constitution of Puerto Rico, as well as Act No. 81, supra, provide that the Secretary of Health shall be the head of the Department of Health and shall be in charge of all matters entrusted by law related to health, sanitation and public welfare, except those related to the maritime quarantine service.

WHEREAS: The Department of Health is the government agency in charge of administering the medical assistance program, known as Puerto Rico Medicaid Program (PRMP), created under Title XIX of the Social Security Act of the United States, to provide medical services to the low-income population.

WHEREAS: (*Include agreement purposes.)* Accordingly, PRMP published on October 16, 2024, a request for (2025-PRMP-MES-EQRO-006), that was adjudicated on _____ to the SECOND PARTY.

NOW THEREFORE, pursuant to Act No. 81 of March 14, 1912, as amended; Act No. 237 of August 31, 2004, as amended, and those laws, orders, memoranda and/or administrative bulletins applicable and in force, the FIRST PARTY is authorized to contract such services as may be necessary and convenient to carry out its work, activities, programs and operations and/or to comply with any public purpose authorized by law, whereby BOTH PARTIES agree to execute this contract, subject to the following:

CLAUSES AND CONDITIONS

SERVICES: The SECOND PARTY, through the personnel hired for this purpose, shall provide the Professional Services listed and described below, according to the proposal that is part of the contract.

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. For purposes of this Clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.

TIMETABLE AND WORK SITE AND ASSIGNED STAFF: The personnel provided by 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, attached to this agreement as addendum 1.

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	U.S. 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.

COMPENSATION:

The FIRST PARTY shall be obligated to pay the SECOND PARTY up to a maximum of $_____, according to the Terms and Conditions of this agreement.

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, which shall be duly certified by _____, or its authorized representative. The FIRST PARTY may require that the invoice is accompanied by documents evidencing the services rendered.

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.

FIRST PARTY reserves the right to review the correctness of invoices and to carry out such audits as it deems appropriate. All invoices must include at least the following information:

- Supplier's name and address,
- Date and invoice number,
- Contract number,
- Dates or periods in which the service was rendered,
- Nature and description of the matter attended, or service rendered,
- Detail of hours spent in the provision of the services.

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 of 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.

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, if applies.

This contract will be administered by _____ or its authorized representative and will be evaluated to measure results obtained in accordance with the need for the service.

The SECOND PARTY understands and agrees that no payment can be processed until all documents required by the FIRST PARTY are delivered and the contract is duly certified and distributed by the FIRST PARTY.

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: _____ (PRIFAS), _____ (P. S.), and/or any other available account figures up to a maximum of_____ during the term of this agreement.

INDEPENDENT CONTRACTOR:

BOTH PARTIES freely and voluntarily agree that under the terms of this contract no employer-employee relationship is being established between them and that the SECOND PARTY shall act and render services at all times as an independent contractor and agree that none of its members, as well as those working for it, shall make any claim against the FIRST PARTY for vacation, sick leave, retirement, Christmas bonus, professional liability policy, or Federal Social Security.

SECOND PARTY shall not have any withholdings or deductions made from its fees for the payment of Federal Social Security. 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.

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.

ADMINISTRATIVE POLICIES

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.

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.

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.

INTELLECTUAL PROPERTY:

Intellectual Property Rights, Ownership, Payment, Use, and Purpose

The FIRST PARTY shall be considered the exclusive owner of all the intellectual property, including but not limited to data, documents, information or project materials, that already exists or have been created, developed or collected specifically by the FIRST PARTY and is provided to and used by the SECOND PARTY to fulfill its duties and obligations under this agreement.

The SECOND PARTY shall be considered the exclusive owner of all the intellectual property, including but not limited to existing works, code, tools, assets or documents, that already exists which constitute original works of authorship fixed in any tangible medium of expression, previously created and developed specifically by the SECOND PARTY and are delivered to the FIRST PARTY but not created or developed under this agreement.

BOTH PARTIES agree that any data, documents, information, project materials, reports or work-related products 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, shall always be considered 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 agreement, nor it would be in any obligation to the SECOND PARTY as a result of any intellectual property 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 information, materials, and products the official use it deems necessary. The SECOND PARTY may not use data, information, project materials, reports or work-related products resulting from services rendered under this agreement for any other purposes other than the ones stated in this agreement or expressly authorized by the FIRST PARTY.

Ownership of Enhancements and Modifications

BOTH PARTIES agree that any enhancements or modifications made to project materials of exclusive ownership of the FIRST PARTY during the performance of services by the SECOND PARTY for the FIRST PARTY under this agreement, the FIRST PARTY shall be considered the exclusive owner of such intellectual property.

BOTH PARTIES agree that any enhancements or modifications made to existing works of exclusive ownership of the SECOND PARTY during the performance of services for the FIRST PARTY under this agreement, the SECOND PARTY shall be considered the exclusive owner of such intellectual property.

Ownership, Use, Protection, and Access to Information

BOTH PARTIES agree that the data and information collected by the SECOND PARTY, if any, concerning the services rendered, including information provided by any user for processing or custody of information, shall be the sole and exclusive property of the FIRST PARTY. It is further expressly agreed upon by BOTH PARTIES that the FIRST PARTY has the full right to use such information for any official use it deems appropriate. The SECOND PARTY shall keep and protect the information it obtains as part of the services subject to this agreement and produce the same or give access to the FIRST PARTY at its request during the same period of validity of this agreement.

Work Made for Hire

All deliverables, designs, drawings, notes, specifications, software, electronically or magnetically recorded material and other work-related products in whatever form not created, developed or licensed by the SECOND PARTY prior to the execution of this agreement, but specifically paid for, federally-funded, and first created or developed under this agreement, shall be considered “work made for hire”, (meaning work prepared by an employee or entity within the scope of his employment or contract or work specially ordered or commissioned whose ownership belongs to a third party rather than the creator) [See Copyright Act, 17 U.S.C. § 101 (1976)], and the SECOND PARTY shall transfer and assign any ownership claim to the FIRST PARTY and all such materials will constitute intellectual property of the FIRST PARTY. Thus, the FIRST PARTY would have the exclusive right to display, execute, publish, perform, reproduce, prepare derivatives, and otherwise use such copyrighted materials.

Derivative Works

All work-related products in whatever form created and developed by the SECOND PARTY during to the execution of this agreement but derived from data, documents, information, project materials or any other materials of exclusive ownership of the FIRST PARTY, shall be considered “derivative work”, (meaning work based upon one or more preexisting works and has protection under the copyright of the original work) [See Copyright Act, 17 U.S.C. § 101 (1976)], and all such products will constitute intellectual property of the FIRST PARTY. Thus, the FIRST PARTY would have the exclusive right to display, execute, publish, perform, reproduce, prepare derivatives of derivatives, and otherwise use such copyrighted materials.

Proprietary and Confidential Nature of Information

The SECOND PARTY acknowledges the proprietary and confidential nature of the internal, non-public information systems, and the financial and business information owned by the FIRST PARTY, by the Commonwealth of Puerto Rico, and by any of its administrative agencies, corporations, and municipalities. The SECOND PARTY and its employees shall keep confidential all such information and shall not make public or disclose any of that information without the previous written consent of the FIRST PARTY. The SECOND PARTY will ensure that any authorized subcontractor, expert or personnel is subject to this confidentiality obligation.

The SECOND PARTY will furnish the FIRST PARTY with reports, analysis or other materials it may reasonably request, which shall the sole property of the FIRST PARTY. The FIRST PARTY acknowledges that the SECOND PARTY may develop for itself, or for others, problem solving approaches, frameworks or other tools and processes while performing services under this agreement and any additional services provided hereunder, and nothing contained herein precludes the SECOND PARTY from developing or disclosing such materials and information provided that the same does not include, contain or reflect confidential information of the FIRST PARTY. All such problem solving approaches, frameworks or other tools and processes and any additional services shall be the exclusive property of the SECOND PARTY upon creation and development and no intellectual property rights shall be granted to the FIRST PARTY or any third party.

Theft and Misuse of Governmental Information

The misappropriation, theft, improper use or disclosure of certain categories of information, such as classified documents or confidential information, is illegal and doing so may result in criminal charges. Such conduct can be prosecuted as a crime under the general theft of government property statute 18 U.S.C. § 641 and Penal Code of the Commonwealth of Puerto Rico 33 L.P.R.A. § 5233-5242.

Intellectual Property Rights, Titles, and Licensing

Nothing contained in this agreement will grant to or create in the SECOND PARTY, either expressly or impliedly, any right, title, interest or license in or to the intellectual property of the FIRST PARTY, unless otherwise established and agreed upon by both parties.

Copyright Infringement and Related Lawsuits

If any third party asserts a claim against the FIRST PARTY alleging that any of the services provided infringe the intellectual property rights of such party, the SECOND PARTY shall either revise such services so as not to infringe or obtain the required intellectual property rights, in either case, at no additional expense to the FIRST PARTY. The SECOND PARTY shall indemnify and hold unaccountable the FIRST PARTY against any such claim of infringement or lawsuit.

Return and Destruction of Information

Upon termination of the agreement, the SECOND PARTY shall proceed to turn in first and then destroy the data and information collected from the FIRST PARTY and its users using the methods and instructions to be provided by the Office of Informatics and Technological Advances of the FIRST PARTY. To this purpose, the FIRST PARTY may at any time request the return and destruction of all data and information from the SECOND PARTY. Upon the request of the FIRST PARTY, or in the event that the SECOND PARTY ceases to require use of such information, or upon the expiration or termination of this agreement, the SECOND PARTY will:

A. return all information to the FIRST PARTY;

B. within the period of three (3) months upon termination of the agreement, provide a third party audit report and certificate to the FIRST PARTY to the effect that the SECOND PARTY has turned in all information to the FIRST PARTY, including any backups or copies, and destroyed all information remaining in its possession.

VALIDITY AND DURATION:

This Contract will remain in effect upon BOTH PARTIES signatures until _____ and may be renewed for an additional period with prior written amendment duly signed by BOTH PARTIES and subject to the confirmation of available funds.

RESOLUTION AND TERMINATION

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.

An infraction or failure to comply with the following conditions by the SECOND PARTY shall construe just cause for the immediate termination of this contract at the sole discretion of 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:

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.

The negligent performance by the SECOND PARTY of its responsibilities, or the abandonment of such responsibilities.

The non-compliance by the SECOND PARTY of the regulations and procedures established by the FIRST PARTY.

The conviction or the determination of probable cause for indictment 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 at the federal or state levels.

If the SECOND PARTY incurs in acts in violation of public policy legislation, such as Sexual Harassment, Workplace Harassment (Law No. 90-2020), discrimination, and use and abuse of controlled substances.

If the SECOND PARTY is accused, administratively or criminally, or convicted, of the fraudulent acquisition of any required credentials, when applicable.

If the SECOND PARTY loses its required licenses or does not maintain its required licenses up-to-date, when it is required for the provision of contracted services.

Cancellation or modification of any required insurance policy of the SECOND PARTY.

The FIRST PARTY may terminate this Agreement immediately if, in its sole discretion, determines that the SECOND PARTY has incurred in a violation of the privacy, confidentiality and security agreements regarding the use and disclosure of Protected Health Information of patients of the FIRST PARTY. The failure to notify to the FIRST PARTY of any violation in the management of the Protected Health Information") by the SECOND PARTY, its associates or subcontractors, shall be the cause for termination of this Agreement. The FIRST PARTY reserves the right to refer to the federal Department of Health and Human Services of any unsolved violations of SECOND PARTY.

The non-compliance with any Clause of this Agreement shall be sufficient grounds for immediate termination of the Agreement.

The insufficiency of funds shall be just cause for the immediate termination of this agreement or modification of its COMPENSATION CLAUSE.

The Governor's Chief of Staff will have the power to terminate this Agreement at any moment during its term.

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).

The breach with the provisions of Executive Order OE2021-029 of April 27, 2021, or any subsequent amendment to it when applicable.

Upon any termination or expiration of this agreement, the rights and obligations of the parties hereunder shall terminate, except for any provision of the agreement that imposes or contemplates continuing obligations on a PARTY.

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. The SECOND PARTY will provide the information 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:

- Stop work under the Contract on the date, and to the extent, specified in the notice.
- Within seven (7) calendar days deliver copies of all subcontracts and all third party contracts executed in connection with the performance of the Services.
- 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.
- Place no further orders or subcontracts for Services, except as may be necessary for completion of such a portion of the work under the Contract that is not terminated as specified in writing by the FIRST PARTY.
- 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.

- 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.
- Promptly supply all materials necessary for continued operation of the system, including:
    - Computer programs
    - Data files
    - User and operations manuals
    - System and program documentation
    - Training programs related to the operation and maintenance of the system [42 CFR 434.10 (b) & SMM 2082.2]

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.

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).

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 transition planning and activities that are to start two (2) months preceding contract termination or upon request. Transition must be smooth, timely, and without adverse impact on Medicaid beneficiaries. The SECOND PARTY shall provide a Transition Results Report that

documents completion and results of each step of the Transition and Closeout Management Plan.

Transition and Closeout Management Plan

Prepare, or update, and submit to the FIRST PARTY the Transition and Closeout Management Plan two (2) months preceding contract termination or upon request. The Transition and Closeout Management Plan shall be based on all facets of a smooth Transition occurring within six (6) months prior to contract expiration, including but not limited to:

- Transition Approach
- Staffing
- Tasks
- Schedule; and Operational documentation and work artifacts

The Transition and Closeout Management Plan will include:

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

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

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 Transition of Knowledge and Transition of Duties within the last six (6) months prior to contract expiration.

Transition Deliverables:

- Transition and Closeout Management Plan
- Statement of Resources
- Module and System software, files, including but not limited to business design, technical design, testing and other operations documentation
- Transition Results Report

In the event the FIRST PARTY elects to pursue any of the two (2) optional years as set forth in Clause Second of this Contract, the SECOND PARTY agrees to the prices for its work indicated in its Scope of Work (SOW) to the FIRST PARTY as follows:

MONETARY INTEREST:

The SECOND PARTY certifies that to the best of its knowledge, no official or employee of the FIRST 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.

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.

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 Government Ethics Office Organic Act.

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.

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 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.

CONFIDENTIALITY

The SECOND PARTY acknowledges and accepts that, as a product of the required services, it may acquire sensitive, protected, or proprietary information of the FIRST PARTY and/or its users, which is not known or accessible to third parties. It is considered confidential; (1) any information of any type and nature that the FIRST PARTY wishes to keep confidential, (2) Protected Health Information, (3) written, audio or electronic communications, (4) information contained in any document or format prepared, created or disclosed by the FIRST PARTY, (5) any information obtained or created by the FIRST PARTY, (6) any information declared confidential by any state or federal law.

Unless disclosure is legally required, the SECOND PARTY agrees to maintain absolute confidentiality of all information it acquires during the term of this agreement and so long as such information remains confidential.

The SECOND PARTY agrees that, with respect to the information obtained, it will not copy, use, make public, disclose or otherwise communicate it directly or indirectly, to any other person, outside the course of the duties assigned to it, either during the course of the performance of services or at any time thereafter, unless an authorized representative of the FIRST PARTY so provides by written permission. If applicable, the SECOND PARTY acknowledges and agrees that such duty of confidentiality and secrecy shall be extended to its employees, representatives, contractors, consultants, as well as to any person who, for strict reasons, must have access to such information.

The SECOND PARTY expressly agrees that the confidential information may not be used by the SECOND PARTY for purposes unrelated to the FIRST PARTY, nor for purposes other than the services that the SECOND PARTY will provide to the FIRST PARTY, nor to obtain directly or indirectly any advantage or economic benefit for itself, any member of its family unit or for any other person, business or entity.

The SECOND PARTY shall adopt, with respect to such confidential information, the same security measures that it would normally adopt with respect to its confidential information, avoiding to the extent possible its loss, theft, subtraction, disclosure and/or use. Upon termination of this Agreement, the SECOND PARTY agrees that it will return to the FIRST PARTY all confidential information it has obtained as part of the performance of this Agreement.

The SECOND PARTY shall be liable in case it discloses, divulges, distributes, reproduces or uses the confidential, protected and/or proprietary information or documentation of the FIRST PARTY, in violation of this Clause, whether willfully or by mere negligence, the SECOND PARTY shall be liable for the damages caused. The SECOND PARTY understands that the violation of its duty of confidentiality may lead, among other legal mechanisms, to the termination of this Agreement.

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:

Always maintain available for the FIRST PARTY or the Office of the Comptroller of Puerto Rico examination, all files, documents, books, and data pertaining to all matters covered by this contract.

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 report of the audit is issued.

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 damage or detriment which might be caused to the FIRST PARTY because of a breach of this Clause.

INSURANCE POLICIES

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

- Commercial General Insurance with limits no less than $1,000,000 with an aggregate of $2,000,000.
- Commercial Auto Liability with limits no less than $300,000 and the following forms: Non- Owned Autos, Hired Autos.
- Professional Liability Insurance with limits no less than $1,000,000.
- Cyber Risk liability coverage with limits no less than $3,000,000.

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 canceled 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.

All policies shall contain a provision to the effect that the same may not be canceled or modified, unless thirty (30) days prior written notice is given to FIRST PARTY, Oficina de Seguros y Riesgos, Apartado 70184, San Juan, Puerto Rico, 00936-8184.

A copy of the policies shall become part of this contract and failure to comply with any of the provisions of this Clause shall be sufficient cause for immediate termination of this contract.

The FIRST PARTY shall not pay for services rendered during any period in which the policy is not in force.

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.

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. A 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 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.

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.

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.

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.

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.

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.

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.

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.

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".

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

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.

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.

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:

- 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.
- Learn about and comply with the requirements established in the FIRST PARTY'S Policies and Procedures Regarding Privacy and Security Practices.
- Immediately report to the FIRST PARTY, in writing, any 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).

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).

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).

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 healthcare services as required by 45 C.F.R. § 164.524.

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.

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

- 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.
- 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.
- Maintain a registry of shared PHI, with access to the FIRST PARTY, as required by 45 C.F.R. §164.528.
- Immediately inform the FIRST PARTY of any unauthorized use or disclosure as soon as it has knowledge.
- Require that any subcontractor 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.
- Incorporate any amendment to the individual information that is transmitted by the FIRST PARTY.
- 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.

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

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:

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.

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 healthcare 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.

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

- Cell phones
- 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
- Flash drives
- Portable discs
- Any other method of information exchange that is not authorized by the FIRST PARTY

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.

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 United States of America (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.

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.

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.

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.

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.

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 duly 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.

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.

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.

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.

DRESS CODE

The SECOND PARTY will be performing services at the FIRST PARTY'S facilities and therefore must observe appropriate and professional attire. The FIRST PARTY has a Dress Code, approved on January 19, 2021, which may be used as a guide to comply with this requirement.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The SECOND PARTY agrees to provide all necessary documentation and to provide the FIRST PARTY with evidence of having the DUNS 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 FFATA.

WHISTLEBLOWING POLICY

The statute [41 U.S.C. §4712] states that an employee of a contractor, subcontractor, grantee, or sub-grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure that the employee reasonable believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority relating to a federal contract or grant;
- A substantial and specific dander to public health or safety; or
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).
- To qualify under the statue, the employee's disclosure must be made to:
- A member of the Congress, or a representative of a Congressional Committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, grantee, or sub-grantee who has the responsibility to investigate, discover, or address misconduct.

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.

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 shall any payment be due under this contract until the SECOND PARTY is registered under the RUP and the Eligibility Certificate is submitted to the FIRST PARTY.

CERTIFICATION OF COMPLIANCE WITH THE POLICIES ESTABLISHED BY THE 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 Parties acknowledge that the SECOND PARTY has submitted the certification entitled Contractor Certification Requirement required pursuant to the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico, signed under penalty of perjury by the Contractor's Executive Director or equivalent highest ranking official.

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.

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.

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.

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.

ATTESTATION

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 _____, 202__.

SECOND PARTY	FIRST PARTY
(Social Security Number)	XX-XX-XXXX

DR. LUIS N. OLMEDO MORALES - Undersecretary of Health

JULIO I RAMOS VELEZ - Executive Assistant

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

Appendix 4B: Business Associate Agreement

In the event of any conflict among the terms of the Agreement (excluding Proforma Contract) Appendix 4B Business Associate Agreement and the Terms and Conditions of the Proforma Contract Appendix 4A, the Terms and Conditions that are more protective of the PHI shall govern to the extent of that conflict.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between the Puerto Rico Department of Health, with offices at Departmento de Salud, 1575 Avenida Ponce de León, Carr. 838, Km. 6.3, Bo. Monacillos, San Juan, Puerto Rico 00926 ("Covered Entity"), and _____("Business Associate"), with offices at _____(individually a "Party" and collectively the "Parties"), is applicable when referenced in or attached to a Professional Services Contract for Business Consultant Services for the Puerto Rico Medicaid Program for the Provision of Services ("Transaction Document"), and is effective on the last signature date below ("Effective Date").

RECITALS:

WHEREAS, the Covered Entity is subject to the federal Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d – 1320d-8 ("HIPAA"), as amended from time to time, and is required to safeguard individually identifiable health information that the Covered Entity creates, receives, maintains, or transmits (hereinafter "Protected Health Information" or "PHI") in accordance with the requirements HIPAA establishes and also the requirements set forth in the Health Information Technology for Economic and Clinical Health ("HITECH") Act and their respective implementing regulations;

WHEREAS Covered Entity desires to disclose PHI to Business Associate and/or allow others to disclose PHI to Business Associate, on Covered Entity's behalf, to perform functions or activities on behalf of, and/or provide services as described in the Transaction Document to Covered Entity; and164

WHEREAS Covered Entity and Business Associate understand that they must enter into this Agreement so that PHI may be disclosed to Business Associate and to allow Business Associate to perform functions or activities on behalf of, and/or provide services as described in the Transaction Document to Covered Entity that requires the use or disclosure of PHI.

NOW, THEREFORE, in consideration of the Parties' continuing obligation to each other and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Definitions

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear. Terms

used but not otherwise defined in this Agreement shall have the same meaning as those terms in the federal Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 subpart A and 164 subparts A and E (the "Privacy Rule"); the federal Security Standards for the Protection of Electronic Protected Health Information, 45 CFR Parts 160 subpart A and 164 subparts A and C (the "Security Rule"); and the Notification in the Case of Breach of Unsecured Protected Health Information, 45 CFR Part 164 subpart D (the "Breach Notification Rule") (collectively the "HIPAA Rules").

Breach. "Breach" shall have the same meaning as the term "Breach" as defined in 45 CFR 164.402.

Business Associate. "Business Associate" shall have the same meaning as the term "Business Associate" in 45 CFR 160.103 and, as used in this Agreement, refers to Business Associate in its capacity as an entity that creates, receives, maintains, or transmits Protected Health Information in providing services to a Covered Entity.

Covered Entity. "Covered Entity" shall have the same meaning as the term "Covered Entity" in 45 CFR 160.103 and, as used in this Agreement, refers to the Covered Entity identified above.

Individual. "Individual" shall have the same meaning as the term "Individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as the term "Protected Health Information" in 45 CFR 160.103, and shall refer to PHI obtained from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, including any PHI that is created, received, maintained, or transmitted in an electronic form ("Electronic PHI").

Required By Law. "Required By Law" shall have the same meaning as the term "Required By Law" in 45 CFR 164.103.

Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

Security Incident. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an IS" as defined at 45 CFR 164.304.

Unsecured Protected Health Information. "Unsecured Protected Health Information" or "Unsecured PHI" shall mean Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Pub. L. 111-5, as defined at 45 CFR § 164.402.

Obligations and Activities of Business Associate

Uses and Disclosures of PHI. With respect to each use and disclosure of PHI Business Associate makes pursuant to this Agreement, or otherwise, Business Associate agrees as follows:

Business Associate agrees not to use or disclose PHI other than as permitted or required by this Agreement or as Required By Law. To the extent that Business Associate performs any of Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.

If applicable, in accordance with 45 CFR 164.504(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to enter into written agreements with any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate, and the terms of such agreements shall incorporate substantially similar restrictions, conditions, and requirements that apply to Business Associate through this Agreement.

At the sole cost and expense of the Covered Entity, Business Associate agrees to make available and provide Covered Entity with access to PHI to meet the requirements under 45 CFR 164.524. The obligations of Business Associate in this paragraph apply only to PHI in Designated Record Sets in Business Associate's possession or control as such term is defined at 45 CFR § 164.501. Such access shall be in a timely and reasonable manner, as agreed upon by the Parties.

At the sole cost and expense of the Covered Entity, Business Associate agrees to make any amendment(s) to PHI that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity, in a time and manner reasonably agreed upon by the Parties. The obligations of Business Associate in this paragraph apply only to PHI in Designated Record Sets in Business Associate's possession or control as such term is defined at 45 CFR § 164.501.

Business Associate agrees to make its internal practices, books, and records, including any policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a time and manner reasonably agreed upon or designated by the Secretary, for purposes of the Secretary determining a Covered Entity's compliance with the Privacy and Security Rule.

Business Associate agrees to maintain and make available, in a time and manner reasonably negotiated between the Parties, the information required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

Securing Electronic PHI

Business Associate agrees to use appropriate safeguards and comply with applicable and mandatory requirements of the Security Rule set forth at 45 CFR 164.308, 164.310, 164.312, and 164.316 with respect to Electronic PHI to prevent the use or disclosure of Electronic PHI other than as provided for by this Agreement.

Business Associate shall report to Covered Entity any Security Incident that results in the unauthorized disclosure of Electronic PHI of which Business Associate becomes aware with respect to Electronic PHI Business Associate creates, transmits, receives or maintains on behalf of Covered Entity. Business Associate shall report unsuccessful Security Incidents to Covered Entity upon request. Parties recognize, however, that a significant number of meaningless attempts to access, without authorization, use, disclose, modify or destroy PHI in Business Associate's systems will occur on an ongoing basis and could make a real-time reporting requirement formidable for Parties. Therefore, Parties agree that the following are illustrative of unsuccessful Security Incidents that, if they do not result in a pattern of Security Incidents or the unauthorized access, use, disclosure, modification, or destruction of PHI or interference with an IS, do not need to be reported:

- Pings on a firewall;
- Port scans;
- Attempts to log on to a system or enter a database with an invalid password or username; and
- Malware (e.g., worms, viruses).

Notification of Breaches of Unsecured PHI.

Business Associate will notify Covered Entity of Breaches of Unsecured PHI without unreasonable delay and in no case later than thirty (30) calendar days after the Discovery of such a Breach of the Covered Entity's Unsecured PHI, as those terms are defined at 45 CFR Part 164 subpart D. Business Associate's notice to the Covered Entity shall include the applicable elements as set forth at 45 CFR 164.410(c).

Permitted Uses and Disclosures by Business Associate

In accordance with the limitations in this Agreement, Business Associate may use or disclose PHI as necessary to perform functions on behalf of and/or provide services to Covered Entity to the extent such uses or disclosures are permitted by the Privacy Rule, as it may be amended from time to time.

Specific Use and Disclosure Provisions

In accordance with the limitations in this Agreement, Business Associate may use PHI as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, to the extent such use is permitted by the Privacy Rule, as it may be amended from time to time.

In accordance with the limitations in this Agreement, Business Associate may disclose PHI as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are (i) Required By Law, (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality

of the information has been Breached, or (iii) are otherwise permitted by the Privacy Rule, as it may be amended from time to time.

Business Associate may use PHI as necessary to report violations of law to appropriate federal and state authorities, to the extent permitted by 45 CFR 164.502(j)(1).

In accordance with 45 CFR 164.504(e)(2)(i)(B), Business Associate may use PHI to provide data aggregation services.

Specific Use and Disclosure Restrictions

Business Associate will restrict the disclosure of an Individual's PHI in accordance with 45 CFR 164.522(a)(1)(i)(A), notwithstanding paragraph (a)(1)(ii) of that section, when, except as otherwise Required By Law, the Covered Entity notifies Business Associate that the Individual has made such a restriction request, and each of the following conditions is satisfied:

The disclosure would be to a health plan for the purposes of carrying out payment or healthcare operations, as that term may be amended from time to time, and

The PHI pertains solely to a healthcare item or service for which the healthcare provider involved has been paid out-of-pocket in full.

In accordance with 45 CFR 164.502(b)(1), Business Associate will limit to the extent practicable the use, disclosure, or request of PHI to the minimum necessary to accomplish the intended purposes of such use, disclosure, or request, respectively, except that the restrictions set forth herein shall not apply to the exceptions set forth in CFR 164.502(b)(2).

Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI unless the Business Associate obtains written authorization (from the Individual) that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the PHI of that Individual, except that this prohibition shall not apply in the following cases, which Business Associate will limit remuneration to a reasonable, cost- based fee to cover the cost to prepare and transmit the Protected Health Information for such purpose or a fee otherwise expressly permitted by other law:

The purpose of the exchange is for research or public health activities, as described at 45 CFR 154.501, 164.512(i), 164.512(b) and 164.514(e), or

The purpose of the exchange is for the treatment of the Individual, subject to 164.506(a) and any regulation that the Secretary may promulgate to prevent PHI from inappropriate access, use or disclosure, or

The purpose of the exchange is the healthcare operation specifically described in subparagraph (iv) of paragraph (6) of the definition of healthcare operations at 45 CFR 164.501 and pursuant to 164.506(a), or

The purpose of the exchange is for remuneration that is provided by Covered Entity to the Business Associate for activities involving the exchange of PHI that Business Associate undertakes on behalf of and at the specific request of the Covered Entity as set forth in this Agreement, or

The purpose of the exchange is to provide an Individual with a copy of the Individual's PHI pursuant to 45 CFR 164.524 or an accounting of disclosures pursuant to 164.528, or

The purpose of the exchange is otherwise determined by the Secretary in regulations to be similarly necessary and appropriate.

Obligations of Covered Entity

Covered Entity shall notify Business Associate of any limitation(s) in a Covered Entity's notice of privacy practices, in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that a Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522, or as mandated pursuant to Section 13405(c) of the HITECH Act, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Covered Entity agrees to disclose to Business Associate only the minimum amount of PHI necessary to accomplish the services covered in the Transaction Document.

Covered Entity understands and agrees that in addition to obligations Required By Law, Business Associate provides services in the Transaction Document on the express condition that the Covered Entity fulfills its additional obligations set forth therein.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy or Security Rules if done by Covered Entity.

Term and Termination

Term. This Agreement shall be effective as of Effective Date, and shall continue until terminated. The obligations under this Agreement shall apply to each Transaction Document referencing this Agreement until the later of (i) completion, termination, or expiration of that Transaction Document or (ii) when all of the PHI provided by Covered Entity to Business Associate or created received, maintained, or transmitted by Business Associate on behalf of Covered Entity under the Transaction Document is destroyed or returned to Covered Entity, in accordance with subsection (d), below.

Termination for Cause for Failure to Comply with this Agreement by Business Associate. Upon any material failure to comply with this Agreement by Business Associate, Covered Entity shall either:

Provide an opportunity for Business Associate to cure the failure to comply or end the violation and terminate this Agreement if Business Associate does not cure the failure to comply or end the violation within a reasonable time specified by Covered Entity; or

Immediately terminate this Agreement if Business Associate has failed to comply with a material term of this Agreement and cure is not possible and the Business Associate has not implemented reasonable steps to prevent a reoccurrence of such failure to comply.

Termination for Cause for Failure to Comply with this Agreement by Covered Entity. Upon any material failure to comply with this Agreement by Covered Entity, Business Associate shall either:

- Provide an opportunity for Covered Entity to cure the failure to comply or end the violation and terminate this Agreement if Covered Entity does not cure the failure to comply or end the violation within the time specified by Business Associate;
- Immediately terminate this Agreement if Covered Entity has failed to comply with a material term of this Agreement and cure is not possible and the Covered Entity has not implemented reasonable steps to prevent a reoccurrence of such failure to comply.

Effect of Termination.

Except as provided below in paragraph (2) of this subsection, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity in accordance with HIPAA. This provision shall apply to PHI in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.

In the event Business Associate determines returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon written notification that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of PHI for so long as Business Associate maintains such PHI.

Miscellaneous

Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with requirements of HIPAA.

Survival. The respective rights and obligations of Business Associate under Section VIII (Term and Termination) of this Agreement shall survive termination of this Agreement.

Interpretation. Any ambiguity in this Agreement shall be resolved to the extent reasonable to permit Covered Entity to comply with HIPAA.

Conflicts. To the extent a conflict exists between this Agreement and the Transaction Document, the Terms and Conditions of this Agreement shall take precedence.

IN WITNESS WHEREOF, Covered Entity and Business Associate have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth below.

Business Associate Original signature

Name (Typed or Printed) _____

Title _____

Signature _____

Date _____

Covered Entity Original signature

Name (Typed or Printed) _____

Title _____

Signature _____

Date _____

Appendix 5: Procurement Library

The Procurement Library details information and documentation pertinent to the procurement. Not all the information contained within Procurement Library has a corresponding Attachment. Vendors may leverage the RFP's question-and-answer period to request additional documentation. PRMP may update the Procurement Library at its sole discretion.

Table 23: Procurement Library

ID	Document/Information	Website (if applicable)
PL-001	42 CFR 438.350	https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-E/section-438.35
PL-002	2024 TSPR 69	https://www.lexjuris.com/LexJuris/tspr2024/lexj2024069.htm#google_vignette
PL-003	PgMO Plan Aids	N/A
PL-004	CMS EQR Protocols	https://www.medicaid.gov/medicaid/quality-of-care/downloads/2023-eqr-protocols.pdf
PL-005	Administrative Order Number 2024-586	N/A

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Appendix 6: Acronyms, Abbreviations, and Terms Glossary

The table below includes acronyms, abbreviations, and terms used throughout the RFP document and attachments.

Table 24: Acronym, Abbreviations, and Terms Glossary

Acronym / Abbreviation / Term	Definition
ASES	Administración de Seguros de Salud
ASG	Administración de Servicios Generales
AST	Atlantic Standard Time
ATR	Annual EQR technical report
BAA	Business Associate Agreement
BBA	Balanced Budget Act
CAP	Corrective Action Plan
CEF	Conditions for Enhanced Funding
CHIP	Children's Health Insurance Program
CMS	Centers for Medicare & Medicaid Services
CR	Change Request
CRIM	Centro de Recaudación de Ingresos Municipales
DDI	Design, Development, and Implementation
DED	Deliverables Expectation Document
DHHS	Department of Health and Human Services
DUNS	Data Universal Numbering System
E&E	Eligibility and Enrollment
EQR	External Quality Review
EQRO	External Quality Review Organization
ESIGN	Electronic Signatures in Global and National
FFATA	Federal Funding Accountability and Transparency Act
FOMB	FFATA Sub-award Reporting System
FSRS	FFATA Sub-award Reporting System
GHP	Government Health Plan
HIE	Health Information Exchange
HIPAA	Health Insurance Portability and Accountability Act
HITECH	Health Information Technology for Economic and Clinical Health
IS	Information system

Acronym / Abbreviation / Term	Definition
ISCA	Information Systems Capabilities Assessment
IVU	Impuesto sobre Ventas y Uso
KPI	Key Performance Indicators
MAO	Medicare Advantage Organizations
MCO	Managed Care Organization
MES	Medicaid Enterprise System
MMIS	Medicaid Management Information System
MOU	Memorandum of Understanding
NA	Not applicable
NCQA	National Committee for Quality Assurance
OTM	Outcomes Traceability Matrix
PAHP	Prepaid Ambulatory Health Plan
PAU	Proposal Adjudication Unit
PEP	Provider Enrollment Portal
PgMO	Program Management Office
PHI	Protected Health Information
PIHP	Prepaid Inpatient Health Plan
PIP	Performance Improvement Projects
PM	Performance Measure
PMBOK®	Project Management Body of Knowledge
PMP	Project Management Plan
PRDoH	Puerto Rico Department of Health
PRHIA	Puerto Rico Health Insurance Administration
PRMES	Puerto Rico Medicaid Enterprise System
PRMMIS	Puerto Rico Medicaid Management Information System
PRMP	Puerto Rico Medicaid Program
PROMESA	Puerto Rico Oversight, Management, and Economic Stability Act
QA	Quality Assurance
QC	Quality Control
RFP	Request for Proposal
RUP	Registro Único de Proveedores de Servicios Profesionales
SDLC	Software Development Life Cycle
SFTP	Secure File Transfer Protocol
SLA	Service Level Agreement
SMA	State Medicaid Agency
SOW	Scope of Work

Acronym / Abbreviation / Term	Definition
SURI	Sistema Unificado de Rentas Internas
T&M	Time & Materials
UETA	Uniform Electronic Transactions Act
WBS	Work Breakdown Structure

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.