



DEPARTAMENTO DE SALUD
GOBIERNO DE PUERTO RICO
PROGRAMA MEDICAID

Puerto Rico Department of Health
Money Follows the Person
Technical Assistance Contractor
Request for Proposals (RFP)

RFP# 2025-PRMP-MFP-TAC-003

Release Date: June 2, 2025



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1. Executive Summary

1.1 Summary of the RFP

The Money Follows the Person (MFP) grant is a federal initiative in the United States aimed at helping individuals transition from institutional settings, such as nursing homes or other long-term care facilities, back into their communities. The program is designed to enhance the choice and independence of people receiving Long-Term Care Services and Supports (LTSS). Money Follows the Person provides Home and Community Based Services (HCBS) for one year (365 days) to beneficiaries that transition from CMS certified institutions to their community. The MFP Demonstration intends to meet unique state or territory long-term services and supports (LTSS) system reform efforts to increase the use of Home and Community-Based Services (HCBS), rather than institutional LTSS. Populations that may need community-based LTSS include the elderly, adults with physical disabilities (PD), adults with intellectual and developmental disabilities (I/DD), and adults with mental health and substance use disorders (MH/SUD).

Currently, The Money Follows the Person (MFP) Grant is in the process of conducting an LTSS Needs Assessment and a Non-Emergency Medical Transportation (NEMT) Gap Analysis. Some of the goals of these efforts are to inform Puerto Rico and the congressional delegation of the necessities, and the estimated costs to ensure access to HCBS and NEMT services, as well as design effective LTSS benefits that allows the MFP eligible population to receive services at home or in the community. Through this invitation, the Puerto Rico Medicaid Program (PRMP) is welcoming interested entities to provide Technical Assistance (TA), including developing a Planning Framework (Action Plan/ Project Schedule and MFP Work Plan- WP), Semi-Annual Progress Report (SAR), MFP Operational Protocol (OP), Pilot Project Implementation Plan, Closeout Report, and interim summary of tasks reports as needed or requested. The TA Contractor is also expected to include cost-estimates for LTSS and NEMT implementation in the OP, assist PRMP with the necessary capacity building, and create a roadmap for the enhancement of LTSS and NEMT in Puerto Rico to incorporate MFP.

The TA Contractor will utilize the information gathered from the LTSS Needs Assessment and the NEMT Gap Analysis to strengthen the delivery of Home Health and Durable Medical Equipment (DME), and NEMT services – key components needed to support MFP implementation. The TA Contractor will review these findings and provide recommendations to ensure that any necessary State Plan Amendment (SPA) updates align with the best practices, enhanced service delivery,



and be in compliance with Medicaid service requirements. This data-driven approach will optimize current services and support the long-term success of MFP. Ultimately, improving cost-effectiveness and the outcomes for individuals relying on Home Health, DME and NEMT services under MFP.

1.2 PRMP Central Office Location

The PRMP central office is located at:

268 Luis Muñoz Rivera Avenue
World Plaza – 5th Floor (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 (<https://www.salud.pr.gov/CMS/21>), Medicaid website (<https://medicaid.pr.gov/Home/NotificacionServiciosProfesionales/>). As described in **Section 3.8: Amendments to the RFP**, an *Important Update* constitutes an amendment to the RFP. It is each contractor’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	06/02/2025
Notice of Intent to Respond	06/16/2025 @ 3:00 pm AST
Contractor’s Written Questions Submission Deadline	06/16/2025 @ 3:00 pm AST
Question Responses Posted	06/23/2025
Proposal Submission Due Date	07/21/2025 @ 3:00 pm AST
Technical Proposal Opening	TBD
Oral Presentations	TBD



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Cost Proposal Opening	TBD
Notice of Award	TBD
Contract Signature and Distribution	TBD

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

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

2. Overview

2.1 Background

The Money Follows the Person (MFP) Demonstration is a grant federally funded by the Centers for Medicare & Medicaid Services (CMS) aimed at helping states and territories transition Medicaid beneficiaries from CMS certified institutional settings into community-based living. The MFP Program in Puerto Rico, upon implementation, will support eligible individuals for a year (365 days) to rebalance the system by transitioning individuals from institutional care to home and community-based care.

The core activities of this Grant include conducting an LTSS Needs Assessment and a NEMT Gap Analysis. The TA Contractor will have access to LTSS Needs Assessment findings and preliminary data, raw findings, background research and/or recommendations from the NEMT Gap Analysis Contractor to begin their work effectively and build up on their deliverables. With the access of this information, the TA Contractor is expected to create an Action Plan/Project Schedule that details how the contractor will develop the comprehensive MFP Work Plan (WP), followed by MFP Operational Protocol (OP) and Pilot Project Implementation Plan, and eventually an MFP Project Closeout Report, required by CMS.

The MFP Work Plan (WP) enables states or territories and Centers for Medicare & Medicaid Services (CMS) to monitor state or territory-specific initiatives throughout the MFP grant and make course corrections where needed. While the WP describes state or territory initiatives and sets performance measures, the Semi-Annual Progress Report (SAR), submitted every six (6) months, will capture progress on these initiatives and performance measures, alongside other information (explained in detail in the attached SAR document located in the procurement library file [PL-003](#)). The WP details the goals and objectives that the MFP project should meet to draft an Operational Protocol.



The MFP Operational Protocol (OP) is the central operational guide that will outline the steps Puerto Rico will take to build capacity, develop services, processes, tools, infrastructure, systems, policies, and secure effectiveness of LTSS implementation and meet MFP program's core objectives. These objectives are focused on facilitating transitions from institutional care to home and community-based services (HCBS), ultimately reducing the reliance on institutional long-term care while enhancing community integration and service quality. The OP is a vital document within the MFP framework, providing the operational details that underpin the strategic initiatives described in the Work Plan.

The Operational Protocol (OP) and Work Plan are deeply interconnected. At its core, the OP ensures that the Work Plan's strategic initiatives are not only planned but executed with precision. While the Work Plan focuses on "what" a state or territory plans to achieve—establishing benchmarks and measurable objectives—the OP details "how" these initiatives will be implemented in practice. The OP sets forth the required infrastructure, operational procedures, and administrative elements needed to ensure that the MFP Demonstration runs effectively. The OP is dynamic and regularly updated to reflect changes in federal or state laws, evolving program needs, and adjustments required to maintain alignment with the broader MFP goals. Any changes to the OP must be aligned with updates to the Work Plan and submitted to CMS for approval. This ensures that the state or territory's MFP program remains responsive, adaptable, and in compliance with federal guidelines, while continuing to serve its populations effectively. CMS reserves the right to amend or add new WP, SAR, or OP fields during the demonstration period. **Therefore, the TA Contractor is expected to adhere and adapt to any of the changes to the WP, SAR, OP, Closeout Report and/or require additional reporting to meet CMS's standards and ensure adequate performance of the Puerto Rico MFP project.**

The successful approval of the OP by CMS will unlock the necessary funding for the future implementation phase of the MFP project. To ensure the timely approval of the OP and future implementation of the MFP project, the TA Contractor will begin their work with the LTSS Needs Assessment findings and NEMT Gap Analysis in progress. The TA Contractor will collaborate closely with the MFP staff and stakeholders to ensure the Operational Protocol contains sufficient detail to guide further action. With the input from stakeholders and MFP staff, the TA Contractor will provide Technical Assistance to evaluate the following:

- Service delivery options,
- Services to offer,



- Beneficiary eligibility criteria,
- Medicaid authorities for coverage,
- Provider criteria,
- Payment methodologies,
- Cost analysis for HCBS and NEMT implementation for MFP,
- Funding sources to sustain the project long term,
- Priorities for capacity building,
- Sequencing of efforts to implement an LTSS scope and NEMT implementation for MFP.

Additionally, the TA Contractor will deliver a Closeout Report to be submitted to CMS and the MFP Team at the end of the contract performance. The Closeout Report will provide an executive summary of the MFP demonstration, status of capacity building, Semi-Annual Progress Report (SAR) and Operational Protocol (OP) summary including a guidance (roadmap) for both the pilot phase and island-wide implementation of the MFP Program, operational readiness, updated recommendations, breakdown of expenditures, and any supporting documents.

Please refer to the [scope of work](#), [project deliverables](#), and [procurement library files](#) of the Request for Proposals (RFP) for in-depth details of expected work to be completed by the TA Contractor.

2.2 RFP Purpose

The TA Contractor will support PRMP in developing a strategic MFP Operational Protocol for implementing Home and Community-Based Services (HCBS) and Non-Emergency Medical Transportation (NEMT) in Puerto Rico for the MFP project. Leveraging the LTSS Needs Assessment and NEMT Gap Analysis, the TA Contractor will provide expert recommendations on service models, eligibility, provider standards, and cost analysis. The TA Contractor will collaborate with PRMP, CMS, and stakeholders to ensure the creation of a comprehensive OP for capacity building and effective implementation of MFP.

In addition, the TA Contractor will provide guidance on workforce development, sustainable funding strategies, and infrastructure planning, ensuring that efforts are responsive to the operational and demographic context of Puerto Rico. This support will assist PRMP in shifting Medicaid beneficiaries from institutional settings to community-based alternatives, promoting program viability.



3. General Instructions

3.1 Scope

This Request for Proposals (RFP) seeks a contractor capable of providing strategic insights, collaboration, and expertise to support PRMP's goal of implementing MFP in Puerto Rico. Refer to **Section 4: Scope of Work (SOW)** for additional details on the project scope and PRMP's expectations of the awarded TA Contractor.

3.2 Contract Duration

PRMP targets a contract start date for the awarded TA Contractor on or before November 3, 2025. For the purposes of this RFP, project start, and contract start will be considered the date that the contract is fully executed between PRMP and the contractor. The TA Contractor will begin to work with information provided by LTSS Needs Assessment findings and NEMT Gap Analysis Contractor in progress. The term of the work for the TA Contractor is two years (24 months) subject to the formalization of an agreement between Puerto Rico Department of Health (PRDoH) and the selected contractor, and the availability of funds. The final Operational Protocol, approved by the MFP staff, must be submitted to CMS no later than 18 months of the contract. The remainder 6 months of the contract, the TA Contractor will make any revisions/corrections to the OP as suggested by CMS. The contract award is contingent upon CMS, PRDoH, and other Commonwealth agencies' approval of the contract and associated funding in place for 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).

3.3 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 contractor 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 Contractor 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.



3.4 RFP Communications

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

2025-PRMP-MFP-TAC-003

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

Contractors must direct all communication concerning this RFP to the PRMP Proposal Adjudication Unit using only the email address below for all solicitation communications:

medicaid.procurement@salud.pr.gov

Only PRMP's official written responses and communications with contractors regarding this RFP are binding. Oral communication between a PRMP official and one or more Contractors are unofficial and nonbinding. Contractors must submit all questions and comments, including requests for clarification, to PRMP via email. Questions must be received no later than 3:00 pm AST on the *Contractor's Written Questions Submission Deadline* detailed in **Section 1.3: RFP Timeline**.

Contractors 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 Contractor'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 so.



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

3.5 Contractor Questions and Comments

Contractors 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”).

Any contractor having questions and comments concerning this RFP must provide them in writing to PRMP no later than the *Contractor’s Written Questions Submission Deadline* detailed in **Section 1.3: RFP Timeline**. Questions and comments should be sent directly to:

medicaid.procurement@salud.pr.gov

PRMP’s communications with contractors will be limited after the proposal submission date. PRMP’s communications with contractors will primarily be limited to notice of oral presentations, award, and/or requests for clarifications. Contractors should refer to the PRDoH Government Contracting website: <https://medicaid.pr.gov/Home/NotificacionServiciosProfesionales/> for updates regarding the RFP.

3.6 Notice of Intent to Respond

Contractors should submit a *Notice of Intent to Respond* (in the form of a simple email or other written communication) to the PRMP Proposal Adjudication Unit using the email address identified in **Section 3.4: RFP Communications**. Such a 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*, contractors are responsible for monitoring the official RFP posting site identified in **Section 3.5: Contractor Questions and Comments** for any posted amendments or notifications regarding this RFP.

3.7 Proposal Submission

A contractor must ensure that PRMP receives a response no later than the submission deadline date and time detailed in **Section 1.3: RFP Timeline**. PRMP will not accept late responses, and a contractor's failure to submit a response before the deadline will result in disqualification of the response as outlined in **Section 3.10: PRMP Right of Rejection**. It is the responsibility of the contractor to determine any additional security requirements with respect to packaging and delivery to PRMP. Contractors 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.

3.8 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 contractors' proposals. The PRMP may amend this RFP up to (1) one business day before the established deadline for proposal submissions, if such amendments will not have an impact on the contractors' 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 contractor response must address the final RFP (including its attachments), as amended.

3.9 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.



3.10 PRMP Right of Rejection

Subject to applicable laws and regulations, PRMP reserves the right to reject, at its sole discretion, any or all responses. PRMP will reject any response that does not meet the mandatory 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 contractor from full compliance, and PRMP may hold any resulting contractor to strict compliance with this RFP.

3.11 Proposal Submittal and Instructions

3.11.1 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.

3.11.2 Expenses Incurred

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

3.11.3 Proposal Format

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



- A response to any applicable section of the RFP narrative located in **Section 3: 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 5.4: Failure to Meet Mandatory Specifications**, the mandatory specifications must be met by the contractor as a part of the submitted proposal. As detailed in **Attachment E: Mandatory Specifications** and **Section 5.4: Failure to Meet Mandatory Specifications**, the contractor must meet the mandatory specifications as part of the submitted proposal. Failure on the part of the contractor 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.

Contractors 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 contractor's in-line responses, inclusive of the text of PRMP's specifications, may not exceed the page count noted in each attachment and be limited to the minimum number of pages needed to respond. Contractors must choose a similarly sized typeface for PRMP's requirements and not use a smaller than 9-point typeface to work within this page limit restriction. The page limit counts the front and back of each sheet as separate pages. This page limit will not apply to the following RFP components:

- **Attachment C: Contractor Qualifications and Experience**, the following section only:
 - o Business Disputes
- **Attachment D: Contractor Organization and Staffing**, the following sections only:
 - o Key Staff Resumes
 - o Key Staff References

Each proposal should contain the following tabbed sections identified in Table 2. below for the in-line response. In general, where assumptions are noted, contractors 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® Workbook: Attachment A
Technical Proposal	Attachment B: Title Page, Contractor Information, Executive Summary, Subcontractor Letters, and Table of Contents
Contents:	Title Page Cover Letter Table of Contents Contractor Information Payment Address Legal Notice Address Executive Summary Disclosure of Response Contents Subcontractor Letters (if applicable)
Technical Proposal	Attachment C: Contractor Qualifications and Experience
Contents:	Organization Overview Subcontracting Overview (if applicable) Existing Business Relationships with Puerto Rico Business Disputes Attestation of Compliance with CFR 45.75.328, Paragraph A Disclosure of Lobbying Activities Contractor References Subcontractor References (if applicable)
Technical Proposal	Attachment D: Contractor 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: Response to SOW



Proposal Section	Response Template/Contents
Contents:	Planning Framework <ul style="list-style-type: none">Action Plan/ Project ScheduleMoney Follows the Person Work Plan Money Follows the Person Semi-Annual Report (SAR) CMS Money Follows the Person Operational Protocol (OP) Development <ul style="list-style-type: none">Expected Tasks Throughout the OP DevelopmentCMS- Required Operational Protocol Pilot Implementation Plan Closeout Report
Technical Proposal	Attachment G: Initial Project Schedule
Contents:	Initial Project Schedule (submitted in MS Project and MS Excel formats)
Technical Proposal	Attachment H: 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)

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

The sections included in **Table 2: Expected Proposal Sections and Content Structure** must contain the following information:

- Project Proposal – Detailed description of proposed project per Scope of Work, including:
- Proposal Summary: A brief summary of the proposal.
 - Executive Summary – High level summary (1-2 pages max.) The contractor should include a title page stating the contractor’s intent to bid for this RFP, signed in blue ink by an authorized signatory legally binding the contractor and include it in the labeled “Original Proposal.”
 - Firm/organization information
 - Purpose, Mission, and Vision.
 - Description of relevant qualifications and experience.
 - Evidence of organizational capacity (e.g., leadership CVs, structure).
 - Leadership



- Key project staff
- Subcontractors (specify their roles and if offshore) as applicable.
- References
 - Provide a minimum of two references of services similar in scope as the services requested by this RFP.
 - The two (2) references must be from similar projects and reflect the contractor's capability to create an operational protocol, pilot implementation plan, and cost analysis for implementation of projects in healthcare, public health administration/projects, social/community services, and/or health policy.
 - The references must be from different projects, they can be from the same customer, but the projects must be identified separately.
 - The contractor will be solely responsible for the information in the reference tables; any incomplete or partial information may be taken into consideration for point deductions.
- Detailed scope of work, based on the information in this RFP.
- Cost/Budget
 - Detailed description of estimated expenses. (**Attachment A**).
- Appendices
 - Statement of Work.
 - Two of each: Operational Protocol, Pilot Implementation Plan, and Cost Analysis. examples where similar services were rendered.
 - Organizational Chart.
 - Qualifications of Team / Resumes/CVs of Key Personnel.

Proposal Style Requirements

- Arial, 11-point font; 1 spacing
- Arial, 10-point font (for tables)
- One-inch margins
- 8.5' x 11' Letter Paper size/portrait orientation
- No page minimum or maximum for the entire document, however contractors must abide by the section page limits.



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- Technical and Cost Proposal must be separately bound in a manner permitting each proposal to lie flat when opened.

3.12 Two-Part Proposal Submission

Contractors 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 the 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.

Contractors 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.

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 contractor's submitted proposal. Contractors 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 contractors elect for written (non-electronic signatures) then the preceding paragraph does not apply, and contractors should provide original copies with original signatures as outlined throughout the RFP. In addition to printed copies of the technical and cost proposals, the



contractor 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 contractor 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). Contractors are prohibited from submitting proposals via email. Signatures are mandatory in all areas of the RFP where specifically requested from the contractor.

Proposals must be submitted to the mailing address below:

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

3.13 Response Reference

The contractor'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.

3.14 Changes to Proposals

The contractor is responsible for any and all response errors and/or omissions. A contractor 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.

3.15 Withdrawal of Proposals

A contractor 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 contractor representative. After withdrawing a response, a contractor may submit another response at any time before the submission deadline. After the submission deadline, a contractor may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the contractor.



3.16 Multiple Proposals

A contractor must not submit multiple responses in different forms and/or scopes and cannot submit separate proposals as a principal and as a subcontractor. PRMP will accept proposals that involve a subcontractor that is included as part of multiple proposals; however, contractors that are proposing as a principal contractor cannot submit multiple proposals either as a principal contractor or subcontractor. If a contractor submits more than one (1) proposal, in violation of the rules outlined above, PRMP has the right to reject the proposals, as outlined in **Section 3.10: PRMP Right of Rejection**.

4. Scope of Work (SOW)

4.1 Technical Assistance Contractor Responsibilities and Specifications

This section provides details about PRMP's goals and expectations for the contractor as part of this procurement and potential future contract. Throughout this section "will" is used to describe PRMP's expectations of the TA Contractor and solution.

Contractors should reference **Section 4: Scope of Work (SOW)** as they review and respond to the TA Contractor RFP. The areas within **Section 4: Scope of Work (SOW)** provide contractors with additional detail regarding PRMP's overarching goals and key topics in each project phase that should be incorporated into their response. **Attachment F: Response to SOW** is the corresponding attachment for this section. **Attachment F: Response to SOW** mirrors the layout of **Section 4.1: Technical Assistance Contractor Responsibilities and Specifications** and provides a format for contractor narrative responses to the subsections below. The contractor narrative will detail how they will meet PRMP's specifications, including the SOW, Deliverables Dictionary, and Service-Level Agreements (SLAs). Respondents must demonstrate an understanding of PRMP's vision and goals for implementation of a TA Contractor and describe how their proposed approach facilitates achievement of these through their responses in **Attachment F: Response to SOW**.

The Technical Assistance (TA) Contractor will support PRMP in developing a Planning Framework (Action Plan/ Project Schedule and MFP Work Plan- WP), Semi-Annual Progress Report (SAR), MFP Operational Protocol (OP), Pilot Implementation Plan, and Closeout Report. The TA Contractor is also expected to include cost-estimates for LTSS and NEMT implementation in the OP, assist PRMP with the necessary capacity building, and create a roadmap for the



eventual implementation of HCBS and NEMT in Puerto Rico for MFP. The contractor's tasks are expected to follow a logical progression, ensuring alignment with PRMP's goals and CMS requirements. The TA Contractor will ensure that all activities, including any documents and training or outreach materials the contractor produces, must be completed in both English and Spanish as spoken in Puerto Rico.

The scope of work of the contractor will consist of the following:

A. Planning Framework

I. Action Plan / Project Schedule:

Before developing the MFP Work Plan (WP), Semi-Annual Progress Report (SAR), MFP Operational Protocol (OP), and Closeout Report, the contractor must draft an Action Plan/Project schedule detailing the action steps and describing the timeline of the expected deliverables to be reviewed and approved by the MFP Project Lead and CMS. Submitted with each Action Plan/Project Schedule should be a document that details any changes made to the Project Schedule since the prior submitted version throughout the contract. The detailed schedule must be approved by the MFP Project Lead.

In the Action Plan/Project Schedule the TA Contractor is expected to include the following:

• Project Timeline and Milestones:

1. Detail Work Breakdown Structure (WBS) with task dependencies and provide a timeline (e.g., Gantt chart) showing start and end dates for key activities for each deliverable.
 - a. Include a detailed project timeline with clearly defined milestones. This timeline should specify when each deliverable will be started and completed, allowing for tracking of progress.
 - b. Identify critical milestones such as MFP Work Plan, Semi-Annual Progress Report, Operational Protocol, Pilot Implementation Plan, Closeout Report submission, and interim Summary of Tasks Reports. The TA Contractor must



ensure alignment with CMS submission timelines and approval processes.

- c. Set key dates for drafting and finalizing the OP, including internal reviews with PRMP, stakeholders, and CMS submission.
- d. Establish contact points with stakeholders (advisory committee and key stakeholders) for feedback collection to develop the OP. Detail foreseeable regular status updates, meetings, and reporting mechanisms.
- e. Outline Puerto Rico's MFP capacity building strategy timeline.

• **Task Breakdown and Responsibilities:**

1. Breakdown of all tasks involved in the project, specifying who is responsible for each task. Assign roles and responsibilities for each task, including internal and external stakeholders if applicable. This ensures accountability and clarity in roles, helping to prevent overlaps and gaps in the project execution.
2. Define the TA Contractor's goals, objectives, and deliverables aligned with the MFP program and in accordance with the RFP.
3. Outline actions needed to prepare for the pilot program and island-wide MFP implementation roadmap upon OP approval by CMS. Include preliminary tasks such as identifying pilot/island-wide implementation goals and preparing training modules.

• **Resource Allocation:**

1. Identification of the resources (personnel, tools, technology, etc.) that will be allocated to each deliverable. This component ensures that the contractor has planned for adequate support to meet the project's demands.

• **Risk Management:**

1. The contractor must include a risk management plan that identifies potential risks, assesses their impact, and outlines strategies for mitigation. This proactive approach is vital for minimizing disruptions to the project.



- **Quality Assurance and Control:**

1. A strategy for ensuring that the deliverables meet the required quality standards. The contractor should describe their approach to monitoring, testing, and improving the quality of their work throughout the project.
 - a. Include progress tracking methods and status reporting frequency (at minimum, updated bi-weekly, and delivered to the MFP Project Lead) and include methods for tracking tasks, timelines, and overall performance metrics.

The format of the deliverables will be discussed with the winning contractor. The detailed Action Plan/Work Schedule must be approved by the MFP Project Lead and TA Contractor must provide bi-weekly status showing progress. Submitted with each Action Plan/Work Schedule should be a document that details any changes made since the prior submitted version.

II. Money Follows the Person Work Plan (WP):

Upon the approval of the Action Plan/Project Schedule by the MFP Project Lead, the TA Contractor will integrate the findings from the LTSS Needs Assessment and NEMT Gap Analysis. The background research lays the groundwork to complete the CMS required sections of the MFP Work Plan, which is updated twice a year (every six months). The Work Plan enables states or territories and Centers for Medicare & Medicaid Services (CMS) to monitor state or territory-specific initiatives throughout the grant and make course corrections where needed. The scope of the TA Contractor's work to complete the MFP Work Plan are detailed below.

- Utilizing the LTSS Needs Assessment and NEMT Gap Analysis as a starting point, the TA Contractor is responsible for conducting a **background research report** that will:
 1. Evaluate federal authorities under which Medicaid-funded HCBS can be provided, including considering how each option supports community integration.
 2. Identifying any Commonwealth legislation needed to implement MFP services.



3. Identify existing Medicaid eligibility criteria and functional (level of care) eligibility requirements used by other Medicaid agencies and /or CMS for Medicaid-funded LTSS including the Activities of Daily Living (ADL) or Instrumental ADL (IADL) deficits that would make someone eligible for services.
4. Study provider structures (including agency vs. individual) and credentialing methods used by other Medicaid agencies for Medicaid-funded HCBS and NEMT services, including self-directed care models.
5. Assess the HCBS Setting Rule, Electronic Visit Verification (EVV) requirements, and potential housing supports (e.g. home modifications, one-time community transition costs, finding and securing housing, and tenancy supports).
6. Assess and evaluate the supply and demand of accessible, affordable housing across Puerto Rico, including the availability of housing that meets the needs of individuals requiring home modifications or supportive services. It should also address geographic considerations, examining differences in housing availability between rural and urban areas, and identify barriers such as discrimination, policy constraints, or housing shortages. Additionally, the contractor will gather input from key stakeholders, including housing authorities, and service providers to ensure the assessment reflects the community's needs.
7. Compare other state Medicaid waivers and state plan coverage with current PRMP State Plan Amendment (SPA) to suggest necessary updates to SPAs and Waiver/SPA requests.
8. Provide a step-by-step strategy for building capacity for HCBS and NEMT detailing the necessary Memorandum of Understanding (MOUs) with key stakeholders to increase the workforce and agency collaboration for effective MFP implementation.
9. Establish priorities for capacity building, timelines, funding sources, and partnership building with key agencies.
10. Identify areas for training (e.g. direct service workers DSWs, case managers).



11. Identify potential grants or funding sources to assist with MFP implementation.

- The TA Contractor is responsible for developing an **MFP Work Plan** that includes the following sections required by CMS (refer to procurement library [PL-002](#) file for the comprehensive MFP Work Plan guidance on completing the form):

1. Transition Benchmark

The TA Contractor is expected to:

- a. Provide the **projected number of transitions** for each target group during each quarter.
- b. Select the target populations applicable to the MFP Demonstration project (e.g. older adults, individuals with physical disabilities (PD), individuals with intellectual and developmental disabilities (I/DD), individuals with mental health and substance use disorders (MH/SUD), and/or other target population).
- c. Explain how the projected numbers were formulated, including descriptions of the data sources used, the time period for the analysis, and the methods used to project the number of transitions.
- d. Include additional detail on strategies or approaches Puerto Rico will use to achieve transition targets.

2. Define initiative

This section of the WP states the activities aimed at increasing the use of HCBS over institutional care. For each initiative (**Mandatory initiatives are: transition coordination services, housing-related supports, quality measurement and improvement**), the following should be provided:

- a. Initiative description, including target populations and timeframe.
 - One or more demonstrable objectives should be identified for each initiative, set associated



performance measures or indicators to monitor progress, and clearly articulate the actions necessary to achieve the objectives.

b. An evaluation plan, including measurable objectives. This section of the WP should:

- Define SMART (Specific, Measurable, Achievable, Realistic, Time-bound) objectives for each initiative.
- Capture expected results for each state or territory-specific initiative.
- Describe the performance measures or indicators Puerto Rico will use to monitor progress toward achieving these objectives, including details on the calculation of measures (e.g., data sources and limitations), if relevant. Describe any key deliverables.
- Provide targets for the performance measures and include milestones and expected time frames for key deliverables.
- Indicate if the performance measure includes quantitative targets.
- Provide additional details on strategies/approaches Puerto Rico will use to achieve targets and/or meet milestones (building on the initiative description). List the responsible Puerto Rico agency parties and any key external partners for achieving the objectives.

c. Funding sources, with projected quarterly expenditures. This section of the WP should include:

- The MFP funding source(s) for each initiative should be identified.
- The quarterly projected spending by funding source—MFP-enhanced Federal Medical Assistance Percentage (FMAP); MFP capacity building funding; MFP funding for qualified HCBS, demonstration services, and supplemental services;



- or MFP administrative cooperative agreement funding.
- d. Close-out information, to be completed as appropriate during WP revisions.
 - The close-out information should be completed for initiatives with an end date during the upcoming semi-annual reporting period. The Puerto Rico MFP Demonstration ends in September 2028.

B. MFP Semi-Annual Progress Report (SAR)

While the WP describes state or territory initiatives and sets performance measures, the Semi-Annual Progress Report (SAR) will capture progress on the initiatives and performance measures and identify challenges and improvement opportunities. The TA Contractor is responsible of completing the following SAR's sections on an applicable basis and in relation to the latest WP submitted to CMS every six months. The **Semi-Annual Report (SAR)** includes sections such as General Information, Recruitment/Enrollment/Transitions, State or Territory Specific Initiatives, Organization and Administration, and Additional Achievements.

Since Puerto Rico's MFP project is still in its planning phase, the sections the TA Contractor will need to update during the award period are based on the WP initiatives. The information provided in the WP will allow CMS to monitor recipients' progress and identify challenges and opportunities for improvement. For additional guidance on completing this form, see the associated user Guide and Help File on the procurement library. Refer to procurement library [PL-003](#) for the comprehensive MFP Semi-Annual Progress Report guidance on completing the form.

C. Money Follows the Person Operational Protocol (OP) Development

Upon establishing the MFP Work Plan initiatives, the OP should be drafted. The OP is a critical document for securing CMS approval and future funding for the implementation phase of the MFP project in Puerto Rico.



The state or territory must review and amend the OP every three years, or more frequently as needed, in response to changes in (1) federal, state, or territory law, regulation, or policy impacting MFP eligibility, enrollment, or program operations; and (2) MFP operations, inclusive of changes to any of the required MFP OP elements. The OP is subjected to change and PRMP expects the TA Contractor to adjust to CMS operational protocol updates through the life of the award. Refer to procurement library [PL-001](#) file for the comprehensive OP guidance on completing the report and expected tasks.

The following section outlines the contractor's tasks during the OP development, including capacity building and stakeholder engagement, and provides an overview of the CMS-required OP format and its sections, to ensure compliance and successful completion.

I. Expected Tasks Throughout the OP Development

- Identify which services along the LTSS scope are to be prioritized for MFP implementation.
- Develop an OP that includes a comprehensive cost analysis to evaluate future costs of HCBS and NEMT implementation utilizing the LTSS Needs Assessment and NEMT Gap Analysis findings for the potential MFP Medicaid beneficiaries. The cost analysis should include a detailed breakdown of all cost components, methodology, assumptions, and recommendations for cost management.
- Include infrastructure, provider compensation, service delivery (Managed Care vs. Carved Out Managed Care), and long-term MFP sustainability in Puerto Rico.
- Ensure the OP outlines Medicaid coverage options, provider criteria, provider reimbursement, payment methodologies, and regulatory requirements (including EVV and HCBS setting compliance).
- Establish Data Quality Measure Sets, working with the Data and Quality Analyst to identify applicable quality measures, capturing data, designing reports, and identifying data evaluation methods.
- Stakeholder Engagement & Cross-Sector Collaboration: Collaborate with PRMP, CMS, and stakeholders to ensure the OP meets all federal requirements and reflects stakeholder input.



1. Document and analyze feedback from all stakeholders involved in the project, ensuring their input shapes the final recommendations and plans.
 - a. Data Collection and Tracking:
 - i. Outreach Metrics: Track the number of stakeholders engaged, categorized by type (e.g., community members, service providers, government agencies).
 - ii. Engagement Effectiveness: Measure the frequency and quality of engagements, including the number of meetings (such as advisory committee meetings), and follow-ups.
 - b. Collaboration Strength: Identify and report on strong collaborators who are actively contributing to the project's success.
 - c. Analysis and Reporting:
 - i. Statistical Overview: Provide a report with quantitative data on stakeholder engagement, such as percentages of stakeholders reached relative to the target audience, and breakdowns by region, sector, or role.
 - Collaborator Identification: Highlight key stakeholders showing strong collaboration, detailing their contributions and potential for ongoing partnership.
 - ii. Productivity Metrics: Include productivity measures based on the number and quality of engagements, helping assess the efficiency of the outreach process.
- Provide recommendations for current HCBS and NEMT SPAs and/or Waivers necessary for MFP implementation as needed or requested.



- Draft Memorandum of Understanding (MOUs) with key collaborating agencies, outline roles, responsibilities, and the support required for MFP implementation.
- Assist PRMP with capacity building activities for MFP implementation. Through the award, the contractor will assist PRMP in planning and executing capacity building activities, which include cost-effective elements that can be implemented with no or limited additional funding. Capacity building activities include but are not limited to: Workforce Training and Development, Systems and Infrastructure Readiness, Protocol and Policy Development, Community Outreach & Education, Housing Navigation Support, Community Outreach & Education, Quality Assurance and Evaluation Support, Leadership Development and Sustainability Planning.

Some examples may include, but are not limited, too:

1. Support provider credentialing, service enrollment systems, and functional eligibility assessment process.
 - a. Develop training modules and policies that include competencies for provider care and care coordination.
 2. Create outreach and public information materials to educate providers and MFP beneficiaries.
 3. Review models for managing self-directed services that include considerations for Direct Service Workers (DSWs), such as outreach, recruitment, and retention strategies; training, certification, or competency requirements; enrollment structures (including agency-based, individual, and self-directed care options); provider payment methodologies; and the inclusion of family caregivers and legally responsible individuals within the DSW framework.
- Attend MFP Advisory Committee meetings, providing updates to the Committee, supporting the MFP project lead, and capturing input regarding service design and implementation. Assist the MFP project lead with addressing action items from the Committee meetings, preparing



presentations, one pager/info graphics or any other materials useful for the meetings.

- Develop an ongoing resource library of the most up to date federal resources, such as HCBS-TA and the National Aging and Disability Transportation Center, that will provide continuity of knowledge for HCBS and NEMT implementation and expansion.
- Support the MFP staff by developing or presenting information to PRDoH, PRMP leadership, and stakeholders.
- Develop a comprehensive plan for the future implementation of a pilot program for select HCBS services, and NEMT services, ensuring that all necessary groundwork is laid for a smooth transition once the Operational Protocol (OP) is approved.

II. CMS- Required Operational Protocol

The TA Contractor is responsible to fill the OP sections based on the objectives included in the latest Work Plan (WP) submitted to CMS (refer to procurement library [PL-001](#) file for the comprehensive Operational Protocol guidance on completing the form). An overview of the OP sections is described below:

- **Section A: MFP Program Overview**

This section briefly describes how the state or territory's MFP Demonstration is designed to meet unique state or territory long-term services and supports (LTSS) system reform efforts to increase the use of HCBS, rather than institutional LTSS. The MFP Program Overview must include a summary of Puerto Rico's LTSS system (LTSS Needs Assessment) and NEMT gap analysis, service areas and target groups of the MFP program.

- **Section B: Project Administration**

The Project Administration section includes administrative structures and hiring timeline (start and end date), billing and reimbursement procedures procedure to link Medicaid claims to MFP individuals, and MFP budget development process. Clearly indicate how the organizational and



structural administration will function to implement, operate, and monitor the OP elements of the Demonstration. The MFP Demonstration will evaluate and ensure the operational readiness of its systems and infrastructure to support program delivery and goals. This includes the development and integration of technologies essential to eligibility assessment, service delivery, data management, and compliance monitoring (Medicaid Management Information System - MMIS) and Enrollment (in Puerto Rico MEDITI3G). Key components include:

1. Assessment of Existing Systems: Review of current systems, including MMIS and Eligibility and Enrollment (in Puerto Rico MEDITI3G), for their ability to support MFP functions, ensure systems are capable of MFP Grant reporting and track transitions.
2. Technology Tools and Integration Plan: Identification of supportive technologies (telehealth, EVV, data systems), a phased implementation timeline, resource needs, and training plans.
3. HCBS-specific functionalities and sub-systems need to be evaluated. These include HCBS Care/Case Management, and HCBS Quality Measure Sets.
4. Security and Compliance: Assurance that all systems comply with HIPAA and other privacy/security requirements.
5. Ongoing Maintenance and Support: Establishing mechanisms for technical support, system updates, and troubleshooting.
6. Identify system gaps, develop system remediation and enhancement and integration plans, and complete the necessary work to help ensure the Puerto Rico systems are ready for implementation of Medicaid-funded LTSS.

- **Section C: Recruitment, Enrollment, Outreach, and Education**

This section requires to describe the recruitment of MFP-qualified inpatient facilities, identify eligible MFP participants for enrollment, and process and organize data sources to identify and recruit MFP participants. The outreach and marketing to participants, providers, and the community portion of this section requires to:



1. Describe how the state or territory will develop and implement a marketing strategic plan to recruit and enroll MFP participants.
2. Describe how the state or territory will develop and implement an outreach and education plan to recruit MFP inpatient facility providers, service providers, affordable and accessible housing providers, community-based organizations, and other relevant entities.
3. Confirm the state or territory adheres to the requirements regarding the Stevens Amendment and complies with accessibility laws.

Additionally, the TA Contractor must develop procedures for obtaining informed consent from MFP participants and describe how the MFP Demonstration will engage with a legally authorized representative. Finally, a description of the MFP re-enrollment policy (1) for individuals who have been re-institutionalized or hospitalized prior to completing their 365-day MFP enrollment period, and (2) for individuals who have been re-institutionalized after completing their 365-day MFP enrollment period must be provided.

- **Section D: Community Engagement**

The community engagement section of the OP should describe how PRMP will engage the broad community, including but not limited to, Medicaid agency leadership, participants in HCBS programs, residents in long-term care facilities, long-term care facility staff, family members and other caregivers, HCBS providers, the aging and disability network, MCPs, housing providers, and the direct care workforce, to inform Puerto Rico's approach to the design of the MFP Demonstration and how the territory can leverage the MFP Demonstration to expand and enhance the HCBS system. Include a description of the state or territory's strategy(s), structure of the engagement process, engagement tools, communication process, and how the process will be strengthened throughout the MFP program period of performance.



- **Section E: Benefits and Services**

The Benefits and Services section should describe how the MFP Demonstration will provide opportunities for MFP participants to receive high-quality services in their own homes or community rather than institutions. Puerto Rico must describe qualified HCBS, Demonstration services, and the supplemental services that it will provide under the MFP Demonstration.

- **Section F: Transition and Housing Services**

The Transitions and Housing Services section of the OP should include how the MFP Demonstration will:

1. Implement the comprehensive transition coordination services,
2. Coordinate the delivery of comprehensive transition coordination services with the managed care plans,
3. Structure, organize, and implement housing-related support and services to increase affordable and accessible housing opportunities for MFP participants,
4. Develop and sustain partnerships with state or territory and local housing agencies to increase access to affordable and accessible housing for MFP participants, and
5. Verify and document the type of MFP-qualified residence an MFP participant resides during their 365-day enrollment period.

- **Section G: Self-Direction and Informal Caregiving**

The Self-Direction and Informal Caregiving section describes any opportunities for MFP participants to receive HCBS as self-directed services. A Termination of Self-Direction subsection shall be detailed to accommodate a participant who voluntarily terminates self-direction to receive services through an alternate service delivery method, including how the state or territory assures continuity of services and participant health and welfare during the transition from self-direction to the alternative service delivery method. It is also required to describe the circumstances under which the state or territory will involuntarily terminate



the use of self-direction and thus require the participant to receive provider-managed services instead. This section of the OP must specify procedures for switches from self-direction to provider-managed or other service delivery systems.

- **Section H: Reporting**

The reporting section of the OP should describe how the state or territory will develop and implement a reporting plan and procedure for data collection, reporting, and participation in the MFP evaluation effort.

1. The reporting plan must include data collection plans and procedures that demonstrate the state or territory's capacity to collect and share data for reporting the required program, expenditure, and financial information.
2. States or territories must include a description of their T-MSIS data submission status and must address how identified T-MSIS data quality issues are being addressed.
3. Describe the reporting procedures for ensuring timely and complete data submissions to CMS, including quarterly, semi-annual, and annual reporting requirements; performance indicators and program outcome metrics; and continuous quality improvement and quality measures reporting.
4. Describe the strategies for ensuring that all partners and participants, including all affiliated departments, agencies, and providers will participate in the project's evaluation.

- **Section I: Quality Measurement, Assurance, and Monitoring**

The Quality Measurement, Assurance, and Monitoring section of the OP should describe how the state or territory will assure the quality and continuous improvement of HCBS and the health and welfare of individuals participating in the MFP Demonstration. Therefore, this section should:

1. Include a comprehensive strategy to enhance HCBS quality, participant welfare, and financial integrity.



2. Integrate the MFP program into existing HCBS waivers (e.g., sections 1915 and 1115) with detailed references to the associate Quality Improvement Systems (QIS).
3. Ensure ongoing monitoring and evaluation of service quality, including the roles and responsibilities across agencies, with defined processes for continuous improvement.
4. Affirm commitment to developing and sustaining robust quality assurance and improvement systems for HCBS and LTSS, ensuring high standards are met consistently.
5. Utilize selected care experience surveys to measure service quality, addressing potential data limitations and outlining the use of data for program enhancement.
6. Specify key parties responsible for quality measure reporting and improvement initiatives.
7. Outline organization and access protocols for 24-hour emergency backup systems for critical services, including handling participant feedback and complaints.
8. Describe risk assessment, mitigation strategies, and incident management systems to ensure participant safety and program integrity.

- **Section J: Continuity of Care Post-Demonstration**

In the Continuity of Care Post-Demonstration Puerto Rico should affirm commitment to developing and sustaining robust quality assurance and improvement systems for HCBS and LTSS, ensuring high standards are met consistently.

- **Section M: Public Health Emergencies**

Describe adaptations your state or territory's MFP Demonstration made in response to a Public Health Emergency (PHE), such as the COVID-19, natural disasters, or others declared at either the state, territory, or federal level. Describe how any MFP Demonstration adaptations in response to



PHEs align with and use policies and procedures from the state or territory's HCBS program(s).

- APPENDIX A. Hyperlinks and Glossary

D. Pilot Implementation Plan

This Pilot Implementation Plan will provide the PRMP team with a clear roadmap for the next phases of the project, ensuring that all groundwork is in place for a successful pilot implementation and long-term sustainability of services. This document will serve as a roadmap for the PRMP team to follow once the OP is approved and the pilot is ready to be launched. Additional requirements of this report will be provided upon the award.

The Pilot Implementation Plan details a comprehensive plan for the pilot program, including pilot design framework, operational readiness, evaluation metrics and success criteria, risk and contingency planning, and timeline and milestones.

- Pilot Design Framework:
 - i. **Service Selection:** Identify which HCBS services or interventions are most suitable for piloting based on stakeholder feedback, cost analysis, and strategic priorities.
 - ii. **Target Population and Locations:** Define the target population and geographic areas for the pilot, considering factors like service gaps, demographics, and logistical feasibility. Estimate the number of potential users of the MFP services.
- Operational Readiness:
 - **Resource Identification:** Determine the resources (e.g., staffing, technology, infrastructure) required to implement the pilot. This includes identifying potential providers and partners.
 - **Training Needs:** Develop a training plan for staff and providers who will be involved in the pilot program, ensuring they are prepared for the specific services and processes to be tested.



- **Technology Preparation:** Outline any technological systems needed for the pilot, such as electronic visit verification or data management tools. Ensure that these systems are ready to be deployed when the pilot begins.
- **Evaluation Metrics and Success Criteria:**
 - i. **Key Performance Indicators (KPIs):** Establish clear KPIs to evaluate the success of the pilot. These could include service delivery metrics, participant outcomes, and cost-effectiveness.
 - ii. **Data Collection Methods:** Define how data will be collected, managed, and analyzed during the pilot to measure its success against the established KPIs.
- **Risk and Contingency Planning:**
 - i. **Risk Assessment:** Identify potential risks specific to the pilot program, such as operational challenges, participant engagement issues, or resource constraints.
 - ii. **Contingency Strategies:** Develop contingency plans to address these risks, ensuring that the pilot can adapt to unforeseen challenges.
- **Timeline and Milestones:**
 - i. **Implementation Timeline:** Draft a detailed timeline that outlines when each phase of the pilot program should begin, including preparatory activities leading up to the launch.
 - ii. **Milestone Identification:** Identify key milestones within the pilot implementation plan, such as training completion, technology deployment, and initial service delivery.

E. Closeout Report

The Closeout Report will provide the PRMP with a clear roadmap for the next phases of the project, ensuring that all groundwork is in place for a successful implementation and long-term sustainability of services. Additional requirements of this report will be provided upon award and be subjected to changes per CMS and/or MFP request. At the conclusion of the grant, the contractor will deliver a Closeout Report that includes, at minimum:



- a. **Executive Summary:** Overview of the project's objectives, key activities undertaken, and main findings.
- b. **Capacity Building:** The status of capacity-building activities, highlighting progress made and any challenges encountered.
- c. **Semi-Annual Report (SAR) Summary:** Review of the work plan's outcome (summary of SAR), including milestones achieved, challenges encountered, and how they were addressed. Provide an updated timeline for remaining activities.
- d. **Operational Protocol (OP) Summary:** Include OP's summary, the development process for the OP, any revisions made based on stakeholder, PRMP and CMS feedback and project findings. Detail how the OP positions the project for success post-approval. At minimum the following requirements should be included:
 - i. Updated recommendations based on lessons learned, including next steps for pilot phase and island wide HCBS and NEMT implementation for MFP.
 - ii. Detailed cost analysis summary outlining detailing the projected costs, funding strategies, and recommendations for long-term financial sustainability for HCBS and NEMT implementation for MFP. Ensure data related to service demand, infrastructure, and gaps are accurately reflected. Risk mitigation strategies for continuous quality improvement, and future implementation plan. Include any risks that have been actively managed or addressed during the project.
 - iii. Finalized plan for sustaining LTSS and NEMT services beyond the grant period, including potential funding sources, long-term management strategies, and partnership opportunities.
 - iv. Provide the comprehensive plan summary and road map for the pilot program, ready for implementation post-OP approval. Include all preparatory activities, key performance indicators (KPIs), and timeline.
 - v. Provide a comprehensive stakeholder engagement summary, highlighting key contributors and feedback integration. Highlight how stakeholder input shaped the project's direction.
- e. **Operational Readiness:** Summary of the actions taken for integrating technology into service delivery and system modifications (Medicaid Management Information System - MMIS), ensuring it supports the project's goals and enhances service accessibility and quality.
- f. **Recommendations for Next Steps:**



- i. **Clear, Actionable Recommendations:** Provide specific, actionable steps for the PRMP team to follow once the OP is approved. This should prioritize tasks such as pilot implementation, ongoing stakeholder engagement, and necessary adjustments to planning based on insights gained during the project.
 - ii. **Lessons Learned and Strategic Adjustments:** Offer recommendations grounded in the experiences and lessons learned throughout the grant period. Focus on refining strategies for implementing the LTSS scope and NEMT services, ensuring they are tailored to the evolving needs and context of Puerto Rico.
- g. **Breakdown of MFP Demonstration usage of funds detailing all project expenditures.**
 - i. Summary of expenditures (e.g., personnel, services, admin, indirect costs).
 - ii. Explanation of any variances.
 - iii. Any remaining or returned funds.
- h. **Appendices:** Include supporting documents such as detailed stakeholder engagement data, risk assessment tools, cost analysis tables, and other relevant materials that were developed during the project.

Upon award, PRDoH can provide the following resources:

- Additional Closeout Report requirements.
- Project support and oversight from the MFP Team.

4.2 Project Deliverables

Deliverables identified for this project are as follows:

A. **Planning Framework**

- i. **Action Plan/ Project Schedule:**
 - i. Project Timeline and Milestones
 - ii. Task Breakdown and Responsibilities
 - iii. Resource Allocation
 - iv. Risk Management Plan
 - v. Quality Assurance and Control:
- ii. **Money Follows the Person Work Plan**



- i. Background Research Report
- ii. CMS-required MFP Work Plan

B. Money Follows the Person Semi-Annual Report (SAR)

C. CMS Money Follows the Person Operational Protocol

- i. Expected Tasks Throughout the OP Development
 - i. Cost Analysis Report
 - ii. Stakeholder Engagement Report
 - iii. SPA and/or Waiver recommendation drafts
 - iv. Memorandum of Understanding (MOUs)
 - v. Marketing Materials
 - vi. Operational Readiness Report
 - vii. Capacity Building
- ii. CMS- Required Operational Protocol
 - i. Section A: MFP Program Overview
 - ii. Section B: Project Administration
 - iii. Section C: Recruitment, Enrollment, Outreach, and Education
 - iv. Section D: Community Engagement
 - v. Section E: Benefits and Services
 - vi. Section F: Transition and Housing Services
 - vii. Section G: Self-Direction and Informal Caregiving
 - viii. Section H: Reporting
 - ix. Section I: Quality Measurement, Assurance, and Monitoring
 - x. Section J: Continuity of Care Post-Demonstration
 - xi. Section M: Public Health Emergencies

D. Pilot Project Implementation Plan

Develop a comprehensive plan for the future implementation of a pilot program for select HCBS services, ensuring that all necessary groundwork is laid for a smooth transition once the Operational Protocol (OP) is approved.

- Pilot Design Framework
- Evaluation Metrics and Success Criteria
- Risk and Contingency Planning
- Timeline and Milestones



E. Closeout Report

The final report serves as a comprehensive summary of all activities, findings, and recommendations leading up to the point of pilot implementation. It should include the following:

- i. Executive Summary
- j. Operational Readiness Summary
- k. Capacity Building Status
- l. Semi-Annual Report (SAR) Summary
- m. Operational Protocol (OP) Summary
- n. Recommendations for Next Steps
- o. Usage of Funds
- p. Appendices

The contractor's project staff will work in collaboration with the MFP Project Lead to plan, manage, and administer project related activities from the start of the project through the contract closing.

Table 3: Distribution of Responsibilities

Role	Responsibilities
PRMP	<ul style="list-style-type: none">o Establish a Project Manager/team for project oversight.o Provide guidance and feedback during the project.o Provide requirements, priorities, concerns, relevant data, among others.o Assist with project tasks as needed/available.
Contractor	<ul style="list-style-type: none">o Assign a Project Manager/Point of Contact to communicate with PRMP.o Develop relevant project documents, such as proposed methodology, tools, protocols, among others.o Conduct data collection activities give support with analyses, reporting.o Complete deliverables on schedule and adapt to CMS requirements/requests for the successful implementation of MFP.o Sustain constant communication with PRDOH and MFP Team to ensure project flows efficiently, risks identified early, and feedback is addressed, among others.o Keep a Risk and Issue log as part of the Project Management and discuss with the MFP Project Lead in accordance with PRDoH's project management methodology.

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



4.3 Initial Project Schedule / Work Plan

Contractors should provide an Initial Project Schedule by project phase. This Initial Project Schedule should show all task details with responsibilities, timelines, durations, milestone dates, deliverable dates, and contractor personnel hours by deliverables for each project phase, personnel hours necessary by phase and deliverable, and all critical dependencies for the project's milestones and deliverables. Please provide those tasks that are on the critical path. Please provide the tasks that will require assistance from PRDoH resources. The Initial Project Schedule should be provided as an attachment to the contractor's proposal and tabbed as such in the submission.

At a minimum, the contractor's proposed Initial Project Schedule should include the following:

- Detailed tasks and timelines, outlining the major tasks planned by the contractor.
- The Work Breakdown Structure (WBS).
- The project schedule for all project deliverables and milestones.
- Identification of resources assigned as the responsible entity for each deliverable within the WBS to the level at which control will be exercised.
- Dependencies to tasks should be identified.

4.4 Contractor's Minimum Qualifications and Experience

Contractors shall provide **information regarding the firm/organization** so PRDoH can evaluate the contractor's ability to provide the services requested herein. At its discretion, PRDoH may require contractors to provide additional information and clarify information.

To be considered for the award, a contractor must provide **evidence of their experience, including:**

- Description of the firm/organization and/or personnel assembled to complete the project.
- List of the advisors that will be part of the project.
- Submit as a separate appendix; **at least two of each:** Operational Protocol, Pilot Implementation Plan, and Cost Analysis examples an operational protocol, pilot implementation plan, and cost analysis for implementation of projects in healthcare, public health administration/projects, social/community services, and/or health policy.
- Demonstrate experience working with tight timelines.



- Provide evidence of compliance with all requirements by law to operate in Puerto Rico and contract with the Puerto Rico Government.
 - **Prior to the contractor submission of its proposal**, the contractor must be registered with the “Registro Único de Proveedores de Servicios Profesionales” (RUP) from the Puerto Rico General Services Administration (ASG) and with the Puerto Rico Treasury Department (Hacienda) for the collection of sales and use tax (IVU) as a provider (if applicable) in the Sistema Unificado de Rentas Internas (SURI). The PRMP shall not award a contract, unless the contractor provides proof of such registration or provides documentation from the Puerto Rico Treasury Department that the contractor is exempt from this registration requirement in the SURI system. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For more information, please refer to the PR Treasury Department’s web site <http://www.hacienda.pr.gov>.
 - Certificate of good standing of the Department of State of Puerto Rico.
- Show compliance with other relevant Commonwealth and federal regulations.

4.5 Qualifications and Experience of Key Personnel

Contractors shall submit resumes for proposed and required Key Personnel to demonstrate evidence of relevant qualifications and experience necessary according to the scope of work in this RFP. Key personnel should be fully bilingual (in Spanish and English), fluent in both reading and oral communication, so they can communicate effectively and without delay.

4.6 Staff Qualifications

The Contractor shall warrant that all persons assigned shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any subcontractor selected to perform work under this contract. Failure of the contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

4.7 Subcontractors

The contractor shall be the primary contractor for the contract. PRDoH will not subcontract any work under the contract with any other firm and will not deal with any subcontractors. The Contractor is solely responsible for all actions and work performed by its subcontractors. All terms,



conditions, and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

4.8 Ownership

PRDoH shall own all data, forms, procedures, and work products developed or accumulated by the Contractor under this contract. The Contractor may not release any materials without the written approval of PRMP.

The Contractor must do a transition of the TA Contractor related information when requested at the end of the contract. This involves passing to the MFP Team all data but not limited to the raw data, results, and findings used to support project deliverables. The Contractor cannot use any data from the MFP project (e.g. assessments, gap analysis, cost analysis or TA Contractor deliverables) for other projects. Software or programs used by the contractor for statistical analysis and/or prediction models will not incur additional costs and the contractor must provide weekly or monthly real-time data and/or progress reports, per request.

4.9 Conflict of Interest

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the Commonwealth and providing services involving this contract or services similar in nature to the scope of this contract to the Commonwealth. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any Commonwealth employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State. Contractors interested in participating must not have been part of the confection/drafting of the Puerto Rico Money Follows the Person (MFP) Grant if they wish to provide or fulfill the services outlined in the SOW of this RFP.

4.10 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 contractor must comply with in the Commonwealth, as well as:

- Scope of Work
- Contract Period
- Payment Terms



The Proforma Draft Contract represents an example of the contract document that the successful contractor must sign. The Proforma Draft Contract included in this RFP is an example contract and does not include all final specifications and terms. However, contractors should review the included standard terms and conditions and cite those they would like to further discuss with PRMP. If a contractor has questions or concerns regarding required terms and conditions, the contractor 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 contractor's response will be accepted as presented in this RFP during negotiations. Refer to **Attachment H: Terms and Conditions Response** for guidance on exceptions. The final terms of the contract will be discussed with the successful contractor during contract negotiations. A copy of a draft Business Associate Agreement (BAA) is also included as **Appendix 4B: Business Associate Agreement**.

5. Proposal Evaluation

5.1 Evaluation Process

Proposals will be evaluated in two parts by a committee of four (4) or more individuals. Three (3) present members of the evaluation committee will constitute the necessary quorum to conduct the evaluation process. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. Oral presentations will be conducted, as outlined in **Section 5.6 Oral Presentation**.

Only proposals that receive the minimum acceptable technical score (70% of applicable technical evaluations points) will be eligible to move forward to cost proposal evaluations. If no contractor reaches the 70% applicable technical evaluation points, a secondary threshold of 65% will automatically be triggered. In the event that all contractors fail to meet the secondary threshold of 65%, the evaluation committee will recommend canceling the RFP or proceed with contractors that pass the mandatory screening. The number of proposals that the evaluation committee move forward from technical evaluations to cost evaluations may be relative to the total number of proposals submitted and subject to the discretion of the evaluation committee. Those proposals that are not moved forward from technical evaluations will not have their cost proposals scored. The evaluation committee reserves the right to revisit proposals if a technical and/or cost deficiency is discovered during the 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 contract award to the contractor that receives the highest overall point score of all eligible contractors and demonstrates it meets all mandatory specifications, meets at least the minimum acceptable technical score, and was selected to move forward to cost proposal evaluations.

5.2 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 (1,166) points. The technical evaluation will be based upon the point allocations designated below in Global Criteria 1 through 3 for a total of 1,010 of the 1,166 points. The cost proposal represents 106 of the 1,166 total points. The scoring of oral presentations is up to an additional 50 points.

The *Buena Pro* will be awarded in favor of the proposal that represents the best value for PRDoH and the government of Puerto Rico. PRDoH may award the contract to more than one contractor, based on the specific services rendered. Cost, although it is a core factor, is not decisive to award the *Buena Pro* in favor of a participant.

Table 4: Scoring Allocations

Scoring Area	Points Allocated
Mandatory Specifications	Pass/Fail
Technical Proposal	
• Global Criterion 1: Contractor Qualifications and Experience	100 Points Possible
• Global Criterion 2: Contractor Organization and Staffing	100 Points Possible
• Global Criterion 3: Scope of Work (SOW)	810 Points Possible
Technical Proposal Maximum Points	1,010 points
• Global Criterion 4: Cost Proposal	106 Points Possible
• Global Criterion 5: Oral Presentations	50 Points Possible
Total Possible Points	1,166 Points

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



5.3 Clarifications and Corrections

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 scope of work, 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.

5.4 Failure to Meet Mandatory Specifications

Contractors must meet initially 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.

5.5 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 technical committee's role is limited to advising the evaluation committee.

Technical proposals will be posted for public inspection after technical and cost evaluations are complete and the Award Notification has been posted. See **Section 6: Contract Award Process** for additional details.



5.6 Oral Presentation

Oral presentations will be required for contractors passing the minimum scoring thresholds. If oral presentations are held at the beginning of the technical evaluation process, then all contractors who pass the mandatory pre-screening process will be eligible to participate in oral presentations. If oral presentations are held at the end of the technical evaluation process, only contractors who both pass the mandatory pre-screening process and meet the minimum acceptable technical score will be eligible for oral presentations.

During oral presentations, contractors may not alter or add to their submitted proposal but only clarify information. Oral presentations will be an opportunity for the contractor to demonstrate its capability to meet the requirements and goals of the RFP. Contractors will be asked to provide PRMP with printed and electronic (USB or CD) copies of the presentation (original and redacted) used during the oral presentation. If oral presentations are conducted virtually, the contractor will send the presentation via email prior to the scheduled event. PRMP reserves the right to request printed copies as well. Oral presentations may be held using virtual platforms like Microsoft Teams®. If the meeting is held on premises, contractors should expect it to be held at:

PRMP Central Office
268 Luis Muñoz Rivera Avenue
World Plaza – 5th or 12th Floor
San Juan, Puerto Rico 00918

The contractor should be prepared to coordinate any connectivity needs for its oral presentation before the scheduled event. PRMP reserves the right to record oral presentations. The criteria for evaluating oral presentations will be the following:

1. Did the contractor's presentation demonstrate extensive knowledge of managing the services required by the RFP?
2. Did the contractor's presentation demonstrate a clear understanding of the specifications of the RFP?
3. Did the contractor professionally present and manage their presentation, including time management?
4. Did the contractor fully respond to questions asked by the Evaluation Committee in a direct and applicable manner?
5. Was the overall impression of the strength and quality of the contractor's solution positive?



Each of the criteria is worth 10 points, for a total possible 50 points. Each contractor will have 45 minutes for their presentation followed by 15 minutes for questions, if any. Each participating contractor will receive a communication from medicaid.procurement@salud.pr.gov with their respective time slot for their presentation.

The contractors are hereby advised that the presentations will not lead to changes in scoring in parts of the evaluation already addressed by the technical proposals. The contractors will be evaluated following the criteria established in **Section 5.2: Evaluation Criteria** of the RFP.

5.7 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 contractors 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 cost proposal should reflect the cost per deliverable. The contractor will be compensated on a per-deliverable basis, in accordance with the rates the contractor will outlined in the Cost Proposal Table. Payment will not be based on hours worked.

Each deliverable must meet the quality standards and expectations established by the Puerto Rico Medicaid Program (PRMP). Upon review and approval by the MFP Project Lead, the contractor may submit an invoice for the approved deliverable. No payment shall be issued for any deliverable that has not received prior approval from the MFP Lead.

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



5.8 Reference Checks

PRMP may conduct reference checks to verify and validate the past performance of the contractor and its proposed subcontractors. Refer to *Contractor References* in **Attachment C: Contractor Qualifications and Experience** for the contractor reference criterion. See **Appendix 5: Procurement Library**, [PL-006](#) for a ruling by the Puerto Rico Supreme Court regarding contractor and staff qualifications and other considerations. The decision provided in [PL-006](#) 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 contractors propose key personnel that have been recently hired, for instance, if those key personnel have the appropriate length and breadth of experience, then that should be acceptable. Contractors 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.

6. Contract Award Process

This section provides the contractor 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 contractor's best terms and conditions from a technical and cost standpoint. PRMP reserves the right to conduct clarifications or negotiations with one or more contractors. 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 contractor.

6.1 Clarifications

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



6.2 Negotiations

The PRMP may elect to negotiate with one or multiple contractors prior to the notice of award by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The PRMP reserves the right to conduct multiple negotiation rounds or no negotiations at all. Additionally, the 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 selected contractor pricing. During target price negotiations, contractors are not obliged to reduce their pricing to target prices, but no selected contractor is allowed to increase prices.

6.3 Failure to Negotiate

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

6.4 Evaluation Committee

The solicitation coordinator will submit the proposal evaluation committee determinations and scores to the PRMP executive director for consideration along with any other relevant information that might be available and pertinent to the contract award.

The PRMP executive director will review the evaluation committee's recommendation regarding the apparent best-ranked evaluated contractor. If the PRMP executive director determines that PRMP is going to award the contract to a contractor other than the one receiving the highest evaluation process score, then the executive director will provide written justification and obtain the written approval of the PRDoH secretary.

6.5 Notice of Award

After identification of the contractor, 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 contractor or any other contractor. The contractor 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 contractor must sign the contract by the contract signature deadline detailed in **Section 1.3: RFP Timeline**. If the contractor fails to execute the signed contract by this deadline, PRMP may determine that the contractor is non-responsive to this RFP and reject the response.

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

6.6 Administrative / Judicial Review Process and Terms for Filing

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



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requesting party must also notify all other involved parties within the designated timeframe and include proof of this notification in the motion.

Submissions must be made as follows:

For personal delivery: Monday through Friday (excluding holidays), between 8:00 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

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 Puerto Rico Medicaid Program



(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 the *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.

6.7 Contract Approval and Contract Payments

After contract award, the selected contractor that is awarded the contract must submit all appropriate documentation to the PRDoH contract office. This RFP and its contractor selection process do not obligate the PRMP and do not create rights, interests, or claims of entitlement in either the selected contractor with the apparent best-evaluated response or any other contractor. The PRMP obligations pursuant to a contract award shall begin only after the contract is signed by the PRMP's agency head and the selected contractor and after the contract is approved by all other PRMP officials as required by applicable laws and regulations, including the Fiscal Oversight Management Board (FOMB).

No payment will be obligated or made until the relevant contract is approved as required by applicable statutes and rules of Puerto Rico, is registered with the Comptroller's Office, and distributed by the Contract Office of PRDoH. The PRMP shall not be liable for payment of any type associated with the contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the selected contractor, even goods delivered, or services rendered in good faith and even if the selected contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the contract effective date or after the contract term. All payments in relation to this procurement will be made in accordance with the **Payment Terms and Conditions** of the contract resulting from this RFP.

6.8 Performance

Upon request of PRMP, the contractor will meet to discuss performance or provide contract performance updates to help ensure the proper performance of this contract. PRMP may consider the contractor's performance under this contract and compliance with law and rule to determine whether to continue this contract, whether to suspend the contractor from doing future business



with the Commonwealth for a specified period, or whether the contractor can be considered responsible on specific future contract opportunities.

Time is of the essence with respect to the contractor's performance of this contract. The contractor shall 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 contractor should consistently meet or exceed performance specifications classified as SLAs between the contractor and PRMP. Contractor 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 contractor 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 contractor 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 contractor 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 an SLA Report detailing the status of SLAs and those SLAs that were triggered within the invoice period. Each invoice should detail the total invoice amount, the amount deducted due to the associated contract remedy, and the final invoice amount less the contract remedy. PRMP reserves the right to seek any other remedies under the contract.

6.9 Travel

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



6.10 Facilities Access

PRMP will not provide the contractor with on-site cubicle and/or office space for any staff. The contractor will be responsible for their office accommodation for all key staff who deliver tasks for the TA Contractor, per this RFP.



7. Attachments

Attachment A: Cost Proposal Instructions

The contractor should include a document titled **Attachment A: Cost Proposal** with a detailed description of estimated expenses. The cost proposal workbook has been posted on the PRMP website, <https://medicaid.pr.gov/Home/NotificacionServiciosProfesionales> and contractors must utilize the format included on the provided workbook. The *Cost Proposal* must be submitted separately from the *Technical Proposal*. **Be advised, PRMP may reject any proposal with a *Cost Proposal* that is reformatted and/or not separately sealed.** The contractor's *Cost Proposal* should follow the instructions of the provided attachment and provide sufficiently detailed information to allow PRMP to assess the reasonableness of the contractor's cost for each defined component of the project.



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

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

Title Page

The contractor should include a title page stating the contractor's intent to bid for this RFP. The contractor's response should include a title page, table of contents, executive summary, and contractor contact and location information.

Cover Letter

The contractor should include the following cover letter, signed by an authorized signatory legally binding the contractor, and include it in the labeled "Original Proposal." The contractor should provide the following information regarding the person responsible for completing the contractor response. This person should also be the person PRMP should contact for questions and/or clarifications.

Authorized Contractor Representative

Name	_____	Phone	_____
Address	_____	Fax	_____
	_____	Email	_____

Subject to acceptance by PRMP, the contractor acknowledges that by submitting a response and signing in the space indicated below, the contractor 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) _____



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Title

Company Name

Physical Address

*State/Territory of
Incorporation*

By signature hereon, the contractor certifies that:

- All statements and information prepared and submitted in response to this RFP are current, complete, and accurate.
- The contractor's response meets the requirement of this RFP.
- The contractor 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 contractor 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 contractor provides a redacted copy of its proposal along with an unredacted copy, PRMP will publish the redacted copy of the proposal.
- The contractor represented here is an authorized dealer in good standing of the products and services included in this response.
- The contractor, 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/territory, 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



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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 contractor 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>

Contractor Information

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

- Address to which PRMP should send any questions pertaining to the contractor'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 contractor 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:			

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



Legal Notice Address

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

Table 6: Legal Notice Information

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

Contractors 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 contractor's technical proposal. The executive summary should include an overview of the contractor'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 contractor's proposal to PRMP.

<Response>

Subcontractor Letters (If Applicable)

If applicable, for each proposed subcontractor the contractor should attach to *Attachment B: Title Page, Contractor 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 contractor 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 contractors 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 contractor acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with Commonwealth laws. If a contractor determines there is a trade secret contained in the proposal, the contractor 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 contractor 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 contractor 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



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herein; that I am submitting this proposal for review and consideration; that I am authorized by the contractor to execute this bid or any documents related thereto on the contractor's behalf; that I am authorized to bind the contractor in a contractual relationship; and that, to the best of my knowledge, the contractor 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: Contractor Qualifications and Experience

This section of the contractor's technical proposal should include details of the contractor and subcontractor overview. The contractor's technical proposal should include organizational overview, corporate background, contractor's experience in the public sector, and certifications. See **Appendix 5: Procurement Library**, PL-006 for a ruling by the Puerto Rico Supreme Court regarding contractor and staff qualifications and other considerations.

Organizational Overview

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

Table 7: Contractor Overview

Contractor 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 Contractor 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>



Contractor Overview	
Headquarters in the United States and its Territories	<Response>
Locations in the United States and its Territories	<Response>

Contractors 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. This section may be duplicated in its entirety and a page created per subcontractor included. The contractor 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 (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 Subcontractor 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>



Subcontractor Overview

Locations in the United States and its Territories

<Response>

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

Existing Business Relationships with Puerto Rico

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

<Response>

Business Disputes

The contractor 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 contractor. List and summarize all judicial or administrative proceedings involving contractor sourcing activities, claims of unlawful employment discrimination, and anti-trust suits to which the contractor has been a party within the last five (5) years. If the contractor is a subsidiary, submit information for all parent companies. If the contractor 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;



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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.

Contractors submitting a proposal must attest that they comply with the applicable portions of CFR 45.75.328, Paragraph A, including that submitting contractors and/or their associates were not involved in the development and/or administration of this RFP. The contractor’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 contractor 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 (territory) and federal levels. This disclosure is, in part, in accordance with **31 U.S.C 1352**.



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Contractors submitting a proposal must disclose their applicable lobbying activities, or lack thereof, using the form template below. The contractor'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 contractor will indicate this by marking the corresponding box under **General Lobbying Attestation** and then marking the other prompts as not applicable (NA). If the contractor has multiple disclosures to submit, then the contractor 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 its 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-MFP-TAC-003)

☐ 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:



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- 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 contractor must provide references for similar services provided in the past. PRMP may conduct reference checks to verify and validate the past performance of the contractor and its proposed subcontractors. PRMP prefers contractors who provide references specifically related to creating an operational protocol for implementation of project in the public health field.

Contractor (Prime) References Form

The contractor will include at least two (2) references from projects performed within the last seven (7) years that demonstrate the contractor's ability to perform the SOW described in this RFP. The contractor must include references from two (2) different clients/projects. The contractor should include a project description, contract dates, and contact information (customer points of



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contact, addresses, telephone numbers, and email addresses). The contractor should explain whether it performed the work as a prime contractor or as a subcontractor. The contractor is not to change any of the prefilled cells in the following tables. The contractor may add additional reference tables as necessary.

Table 9: Contractor References

Contractor Information		
Contractor Name:	Contact Name:	
	Contact Phone:	
Customer Information		
Customer Organization:	Contact Name:	
	Contact Title:	
Customer Address:	Contact Phone:	
	Contact Email:	
Total Contractor Staff:		
Objectives:		
Description:		
Contractor'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:		
Original Value of Contractor's Contract:	Actual Total Contract Value:	
Reason(s) for change in value:		



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Contractor Information				
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 contractor performed the work as a subcontractor, the contractor should describe the scope of subcontracted activities:				

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

Subcontractor References (If Applicable)

If the contractor'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		
Subcontractor Name:	Contact Name:	
	Contact Phone:	
Customer Information		
Customer Organization:	Contact Name:	
	Contact Title:	
Customer Address:	Contact Phone:	
	Contact Email:	
Project Information		



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Subcontractor Information				
Total Subcontractor Staff:				
Objectives:				
Description:				
Subcontractor'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 Contractor'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:				



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Subcontractor Information

If the contractor performed the work as a subcontractor, the contractor should describe the scope of subcontracted activities:

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



Attachment D: Contractor Organization and Staffing

This section will provide instructions to contractors to submit their approach to staffing for the TAC contract using **Attachment D: Contractor Organization and Staffing**. See **Appendix 5: Procurement Library**, [PL-006](#) for a ruling by the Puerto Rico Supreme Court regarding contractor and staff qualifications and other considerations.

Instructions

Staffing strategies are to be employed by the contractor to help ensure all specifications, outcomes, and service levels are met to the satisfaction of PRMP. The evaluation of the contractor's staffing approach will be based on the perceived ability of the contractor to satisfy the SOW, outcomes, and requirements stated in this RFP. Therefore, the contractor 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: Contractor Organization and Staffing** provides the required outline for the contractor's response to staffing. The contractor's response to the following should not exceed twenty (20) pages, excluding key personnel resumes and the forms provided in this attachment.

Initial Staffing Plan

As part of the contractor's proposal response, the contractor should provide an *Initial Staffing Plan*. In addition to the requirements described in **Appendix 3: Key Staff Qualifications, Experience, and Responsibilities**, the contractor'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 contractor to be necessary to support the work proposed under this RFP.
- A description of the contractor's proposed team that exhibits the contractor'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 contractor staff and their relationship to PRMP staff that will be required for the delivery of all necessary TAC



services. The organization chart should denote all key staff and non-key positions with a summary of each key staff's responsibilities.

- Identification of subcontractor staff, if applicable.
- Detailed explanation of how the prime contractor will manage any subcontractor partnership including, but not limited to, the performance standards in place between the prime contractor and subcontractor, if applicable.

<Response>

Use of PRMP Staff

Describe the business and technical resources the contractor proposes 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 contractor 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 contractor lists in this part of its proposal. The contractor, 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 contractor's proposal if PRMP is unwilling or unable to meet the requirements.

<Response>

Key Staff Resumes and References

Key staff consists of the contractor's core management team for this engagement. These resources are responsible for providing leadership and creating the standards and processes required for the TA Contractor solution services. Resumes for key staff mentioned in the contractor's proposal should indicate the staff's role and demonstrate how each staff member's experience and qualifications will contribute to the contractor's success. Each key staff resume



should be fewer than two (2) pages. Contractors must provide their suggested key staff roles and responsibilities.

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 contractor's understanding of the skillsets required for each staffing area and the contractor's ability to perform them. Key personnel described in the proposal will become named resources on the project.

The contractor should complete the table below and include resumes of all individuals who are being initially proposed. If applicable, resumes should include work performed under the contractor'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

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

Key Staff References

The contractor 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



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contractor'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. Contractors may include PRMP as a reference for key staff; however, PRMP prefers contractors to provide key staff references from other states/clients.

Contractors should use the format provided in **Table 12: Key Staff References** below. Respondents 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							
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:							

Contractors 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 contractors to respond to mandatory specifications.

Instructions

The contractor 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 **5.4: Failure to Meet Mandatory Specifications**. The term “must” stipulate and identifies a mandatory specification. The contractor is to demonstrate compliance with mandatory specifications in its proposal. If the contractor’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, contractors should include that documentation with their technical proposal.

The contractor must sign upon the line at the conclusion of *Attachment E* certifying that it has reviewed and understands these mandatory specifications in their entirety. By signing, the contractor agrees to meet and continue to meet each of the requirements in full, for the duration of the contract. If a contractor 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 **5.4: 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 3.11 Proposal Submittal and Instructions**
- Attachments:
 - **Attachment A: Cost Proposal Instructions**
 - **Attachment B: Title Page, Contractor Information, Executive Summary, Subcontractor Letters, and Table of Contents**
 - **Attachment C: Contractor Qualifications and Experience**



- **Attachment D: Contractor Organization and Staffing**
- **Attachment E: Mandatory Specifications**
- **Attachment F: Response to SOW**
- **Attachment G: Initial Project Schedule Instructions**
- **Attachment H: Terms and Conditions Response**
- **Appendices:**
 - **Appendix 1: Deliverable Review Process**
 - **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 Glossary Terms**

The contractor 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 contractor.

Mandatory Requirements

Contractors must provide a response to each of the following mandatory requirements. Contractor responses will then be verified by PRMP to establish and maintain compliance between PRMP and the contractor. The contractor must still include and initial these mandatory requirements as part of its proposal.



Table 13: Mandatory Requirements

Mandatory Requirement Item(s)	Contractor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement
1. The contractor 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 contractor 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 contractor 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 contractor's performance under the proposed contract.	<Y/N?>	<Response>
4. The contractor must help ensure 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 contractor 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 contractor is meeting service levels as defined in the contract.	<Y/N?>	<Response>
6. The contractor must provide evidence that staff have completed and signed all necessary forms prior to executing work for the contract.	<Y/N?>	<Response>



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Mandatory Requirement Item(s)	Contractor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement
7. The contractor staff must not have the capability to access, edit, and share personal data with unauthorized staff, including, but not limited to: PHI PII Financial transaction information Federal tax information (FTI) SSA data including, but not limited to, family, friends, and acquaintance information	<Y/N?>	<Response>
8. The contractor 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 contractor must perform according to agreed-upon SLAs and associated metrics based on Appendix 2: SLAs and Performance Standards. Note: SLAs will be negotiated/agreed upon between PRMP and the contractor.	<Y/N?>	<Response>
10. The contractor 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 contractor must perform all work associated with this contract within the continental United States (U.S.) or U.S. Territories.	<Y/N?>	<Response>
12. The contractor 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 contractor must serve as a trusted partner to PRMP and represent PRMP's interests in all activities performed under the resulting contract.	<Y/N?>	<Response>



Mandatory Requirement Item(s)	Contractor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement
<p>14. On a deliverable completion basis the contractor must, at a minimum, include the standard invoice package contents for PRMP, including, but not limited to:</p> <p>An authorized representative of the contracted party must sign an itemized description of services rendered for the invoice period. Additionally, the contractor 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 contractor's contract. Invoices that do not include this certification will not be paid.</p> <p>A list of all services completed within an invoice period, as well as evidence that PRMP has accepted and approved the work.</p> <p>Three (3) physical and one (1) electronic invoice package in support of PRMP's review and approval of each invoice.</p> <p>Invoice Package #1: Original invoice with original signature</p> <p>Invoice Package #2: Hard copy duplicate of Invoice Package #1</p> <p>Invoice Package #3: Hard copy duplicate of Invoice Package #1</p> <p>Invoice Package #4: Electronic copy of Invoice Package #1</p>	<Y/N?>	<Response>
<p>15. The contractor 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 CEF and 42 CFR § 433.112.</p>	<Y/N?>	<Response>
<p>16. The contractor must produce materials and external-facing deliverables in both English and Spanish (as spoken in Puerto Rico). The contractor must be able to support both in-person and online training options in both English and Spanish (as spoken in Puerto Rico).</p>	<Y/N?>	<Response>

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



Mandatory Qualifications

The contractor 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 contractor must note whether it meets the qualification and provide narrative demonstrating fulfillment of the requirement. See **Appendix 5: Procurement Library**, [PL-006](#) for a ruling by the Puerto Rico Supreme Court regarding contractor and staff qualifications and other considerations.

Table 14: Mandatory Qualifications

Mandatory Qualification Item(s)	Contractor Meets Qualification? Y/N	Provide a Brief Narrative to Demonstrate Fulfillment of Requirement
The contractor must have at least five (5) years of experience in creating an operational protocol with similar scope, and complexity as described in this RFP.	<Y/N?>	<Response>
The contractor must include at least two (2) references from projects performed within the last seven (7) years that demonstrate the contractor's ability to perform the SOW described in this RFP.	<Y/N?>	<Response>
The contractor must include references from two (2) different projects/clients that provide details on the contractor's experience creating an operational protocol and providing technical assistance.	<Y/N?>	<Response>

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



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See **Appendix 5: Procurement Library**, [PL-006](#) for a ruling by the Puerto Rico Supreme Court regarding contractor 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)

(Authorized Representative Name, Title)

(Signature)

(Contact Phone/Fax Number)

(Date)



Attachment F: Response to SOW

General Instructions

This section provides instructions on how contractors will respond to the various services detailed in this RFP. Contractors are required to respond to all specifications, outcomes, and deliverables expressed in the RFP. The contractors must explain how it will perform, at a minimum, all necessary services and meet all expectations detailed in this RFP. The contractor will be expected to focus on these sections as part of the initial design discussions with PRMP. PRMP also encourages contractors to include additional details that demonstrate how their offering is the best option for PRMP in achieving its desired goals for the TA Contractor.

Narrative Response

Contractors are expected to provide a narrative response detailing how they can meet or exceed PRMP's specifications for contractor responsibilities, as detailed throughout this RFP. PRMP expects contractors 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 contractor's responses to reference, address, and satisfy the applicable regulatory requirements stemming from CMS.

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 contractor 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.

A. Planning Framework

1. Action Plan / Project Schedule
2. Money Follows the Person WP

<Response>

B. Semi-annual progress report (SAR)

<Response>

C. CMS MFP OP

1. Expected tasks through OP development

Cost Analysis Report



Stakeholder Engagement Report

SPA and/or Waiver recommendation drafts

Memorandum of Understanding (MOU)

Marketing Materials

Operational Readiness Report

Capacity building

2. CMS required OP

Section A: MFP program overview

Section B: Project Administration

Section C: Recruitment, Enrollment, Outreach, and Education

Section D: Community Engagement

Section E: Benefits and Services

Section F: Transition and Housing Services

Section G: Self Direction and Informal Care Giving

Section H: Reporting

Section I: Quality Measurement, Assurance and Monitoring

Section J: Continuity of Care Post-Demonstration

Section M: Public Health Emergencies

<Response>

D. Pilot Project Implementation Plan

Pilot Design Framework

Operational Readiness Report

Evaluation Metrics and Success Criteria

Risk and Contingency Planning

Timeline and Milestones

<Response>

E. Closeout Report

<Response>



Attachment G: Initial Project Schedule Instructions

This attachment provides the instructions to contractors for including their *Initial Project Schedule* as part of their TA Contractor proposal.

Instructions

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

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

- Detailed tasks and timelines, outlining the major sections and subsections covered in **Section 4: Scope of Work (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 other contractors including specific 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 contractor's *Initial Project Schedule*, the evaluation committee will be evaluating the contractor's ability to create a detailed *Project Schedule* that provides a detailed overview of the items listed above.

While PRMP is interested in acquiring a TA Contractor as soon as possible, contractors are expected to create an *Initial Project Schedule* that reasonably balances the timeline with critical project tasks, dependencies, and other items as listed above.



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The *Initial Project Schedule* should presume a contract execution date of 10/20/2025. The actual contract execution date is subject to change and will be dependent on related contract negotiations as a part of this award.



Attachment H: Terms and Conditions Response

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

Title Page

The contractor should review **Attachment I: Terms and Conditions Response**, signing each provided signature block in order to note the contractor's acknowledgment and intent of compliance. The contractor should identify any exceptions to the *Terms and Conditions*. If exceptions are not noted in **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 TA Contractor 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 contractor when submitting a proposal. The contractor 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 contractor's proposal.

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

Printed Name of Authorized Personnel

Signature of Authorized Personnel

Date



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Customary Terms and Conditions

The selected contractor will sign a contract with the PRMP to provide the services described in the contractor'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** (inclusive of Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement)

Complete the table below and provide a signature stipulating the contractor'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 contractor is **not** taking exceptions to any PRMP *Terms and Conditions*, then the contractor must provide a binding signature stipulating its acceptance of these documents.

If the contractor is taking exceptions to any PRMP *Terms and Conditions*, then the contractor should write "Taking Exceptions" on the line below and should follow the instructions for taking exceptions, as listed in **Attachment H: Terms and Conditions Response, Exceptions**.

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. Contractors must provide their affirmative acceptance of these items to move forward with consideration under this RFP.

- The awarded contractor 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). RUP registration is not required for participation in this procurement; however, it is required for contract signing. PRMP will not award a contract unless the contractor provides proof of such registration or provides documentation from the Puerto Rico Treasury Department that the contractor is exempt from this registration requirement in the SURI system. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For more information, 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 contractor 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. A failure to provide a current *Certificate of Insurance* will be considered a material breach and grounds for contract termination. A list of the insurance policies that may be included in this contract is provided in **Appendix 4A: Proforma Draft Contract**. A performance bond may be required for the contract resulting from this RFP.



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- **Appendix 2: SLAs and Performance Standards**
- **Appendix 4: Proforma Draft Contract, inclusive of HIPAA BAA**

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

Complete the table below and provide an authorized signature stipulating the contractor'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 contractor 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 contractor need not list patented parts of equipment.

<Response>

Exceptions

The contractor should indicate exceptions to PRMP's *Terms and Conditions* in this RFP. Any exception should include an explanation for the contractor's inability to comply with such terms or conditions and, if applicable, alternative language the contractor would find acceptable. Rejection of PRMP's *Terms and Conditions*, in part or whole, or without any explanation, may be cause for PRMP's rejection of a contractor'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



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

The terms and conditions of a contractor'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 contractor terms, if any, as part of the RFP response may result in rejection of the contractor's proposal. Identify and explain any exceptions to PRMP's terms and conditions using the tables provided in the following pages. Contractors may insert additional tables, as needed. If no changes are listed, the contractor indicates that no changes to the *Terms and Conditions* are proposed, and that the contractor intends to accept them as written if the contractor's proposal is selected. Mandatory specifications and terms noted in this RFP are non-negotiable.

The contractor may add additional tables, as appropriate.

- Do not submit the contractor's Standard Terms and Contracting Provisions in lieu of stipulating exceptions below.
- Revising PRMP statutes and regulations is prohibited.
- PRMP has no obligation to accept any exception(s).

Table 15: Exception #1

Document Reference	Contractor's Explanation	Contractor'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 Contractor's Terms (If provided as part of RFP response)

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



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Table 16: Exception #2

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

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



8. Appendices

Appendix 1: Deliverable Review Process

All deliverables produced, maintained, and reviewed by the contractor must be done with the goals of encouraging reuse and maintaining consistency of content, format, methodologies, development, review, and approval processes. The contractor should maintain consistency and encourage reuse across operations and throughout. 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 contractor 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 by a PDF copy.

Deliverable Review Process

PRMP intends to review all deliverables according to the process shown 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 contractor'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.

Initial Deliverable Submission

The deliverable review process begins with the contractor's deliverable submission. Deliverables will be submitted in a client-ready state aligned with the deliverables required in this RFP, federal/state standards and best practices. The deliverables are subjected to change and PRMP expects the contractor to adjust to CMS and PRMP requirements updated through the life of the



award. The TA Contractor must adapt to the evolving project needs, as deliverables may be modified to align with the emerging priorities and best interests of the MFP initiative.

The deliverables must be submitted 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 contractor 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 contractor 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 contractor resubmits the deliverable to review the document. When PRMP finds the deliverable acceptable, PRMP will provide the contractor 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*. The awarded contractor will have access to this plan during contract negotiation. PRMP may require the contractor to submit a Corrective Action Plan (CAP) that describes how the contractor will correct the deliverable to obtain PRMP's acceptance of the deliverable.



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 contractor should consistently meet or exceed performance standards classified as SLAs between the contractor and PRMP. PRMP reserves the right to seek additional remedies under the contract.

Contract Remedies

The contractor 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 table 17: SLAs, Performance Standards and Contract Remedies. 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 contractor's performance based on the contractor'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 month by the contractor in the Monthly Status Update. Monthly Status Updates, 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.

Corrective Action Plan

When an SLA is not met, or when project issues persist without satisfactory resolution, the contractor must submit a written Corrective Action Plan (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



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project should contractor 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 contractor will implement the proposed corrective action only upon PRMP approval of the CAP. In **Table 17: SLAs, Performance Standards, and Contract Remedies** below, each SLA is categorized as applicable during DDI, M&O, or both phases along with the applicable contract remedies.

Table 17: SLAs, Performance Standards, and Contract Remedies

ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
SLA-001	Both	Deliverables	<ul style="list-style-type: none">• Due dates for acceptance of deliverables will be agreed upon by PRMP and the vendor and finalized in the vendor's work plan once formally approved by PRMP. The dates for completion of these deliverables will be used as checkpoints for performance monitoring and vendor payments. The vendor's status reports will provide information on progress toward meeting these deliverable dates.	<ul style="list-style-type: none">• PRMP shall assess up to \$100 per calendar day per deliverable from the agreed-upon deliverable acceptance date until the date each deliverable receives acceptance from PRMP.
SLA-002	Both	Deliverable Corrections	<ul style="list-style-type: none">• The vendor shall turn in deliverables within the agreed-upon timeframe.	<ul style="list-style-type: none">• PRMP shall assess up to \$100 per calendar day per



ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
			Upon receipt of the vendor's deliverable, the MFP Project Lead reserves the right to review it. The vendor shall address any requested corrections or modifications within one week (calendar days) of receipt of feedback from the MFP Project Lead, unless otherwise specified by the MFP Project Lead.	deliverable from the agreed-upon deliverable acceptance date until the date each deliverable receives acceptance from PRMP.
SLA-003	Both	Turnover	<ul style="list-style-type: none">Turnover and Closeout Management Plan defines the vendor's responsibilities related to turnover. Turnover will not be considered complete until the Turnover and Closeout Management Plan and its associated deliverables are accepted by PRMP.	<ul style="list-style-type: none">PRMP shall assess up to \$500 per calendar day for each day after the due date that an acceptable Turnover and Closeout Management Plan is not submitted. PRMP shall assess up to \$500 per calendar day for each day after 30 calendar days from the date of the turnover of operations that the Turnover Results Report is not submitted.
SLA-004	M&O	Turnover Documentation/ Data Handoff	<ul style="list-style-type: none">The vendor must provide to PRMP or its designee, within seven (7) business days of notice of termination the following information:Copies of all subcontracts and third-party contracts executed in connection with the services included in this contract.A list of services provided by subcontractors, including the names and contact information for the subcontractors.	<ul style="list-style-type: none">PRMP shall assess up to \$500 for each calendar day beyond the seven (7) business days that all required materials are not delivered by the vendor



ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
			<ul style="list-style-type: none">• Other documentation as defined by PRMP, as evaluation materials, raw data, research information, and others	
SLA-005	Both	Email Triage and Acknowledgment	<ul style="list-style-type: none">• The vendor must triage all inquiries received from PRMP. All emails received must be acknowledged within twenty-four (24) hours of receipt and resolved within three (3) business days unless otherwise approved by PRMP. The vendor must forward to the designated PRMP staff within one (1) calendar day those inquiries that are either:<ol style="list-style-type: none">1. Determined to be outside the response scope for the vendor.2. Should be handled by PRMP staff.• Compliance and Calculation:<ul style="list-style-type: none">• Acknowledge all emails received within twenty-four (24) hours and resolve all emails within three (3) business days.• Forward to PRMP staff within one (1) calendar day emails that are determined to be outside of the vendor's response scope.	<ul style="list-style-type: none">• \$100 per occurrence of an email not being acknowledged within twenty four (24) hours. \$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-006	M&O	Bi-weekly Status Updates	<ul style="list-style-type: none">• The vendor must provide bi-weekly updates identifying the current status of the activities, including any issues.	<ul style="list-style-type: none">• PRMP shall assess up to \$200 per calendar day for each day an acceptable bi-weekly report is not timely received. If the report is received on time but the information reported is inaccurate or incomplete, PRMP shall assess up to \$200 per day until an acceptable report is received



ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
SLA-007	Both	Reporting Timelines	<ul style="list-style-type: none">The contractor must comply with the agreed timelines between PRMP and vendor for the various types of reports	<ul style="list-style-type: none">In the event the vendor fails to meet the agreed reporting timelines performance standard, PRMP shall assess up to \$300 per day
SLA-008	DDI	Final Report	<ul style="list-style-type: none">The contractor must provide the Final Report in the established date by the MFP Project Lead.	<ul style="list-style-type: none">In the event the vendor fails to meet the agreed Final Report, PRMP shall assess up to \$1,000 per day.
SLA-009	Both	Staffing	<ul style="list-style-type: none">Key staff should be fully in place before initiation of services as detailed in the Staffing Management Plan.The contractor should notify PRMP of any known key staff vacancy within one (1) business day, with every effort made to provide advanced notice of at least fifteen (15) business days.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 level of effort to retain full-time replacement.The contractor should help ensure that key staff are available from 8 a.m. – 5 p.m. AST every business day of the contract term or as otherwise agreed upon by PRMP and the contractor.The contractor should maintain appropriate staffing levels coordinated with PRMP to ensure that contract activities are supported. Any variance to this level as articulated in the approved	<p>PRMP may assess:</p> <ul style="list-style-type: none">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.Up to \$3,000 per occurrence for each proposed key staff person changed without proper notice and approved by PRMP for reasons other than legally required leave of absence, sickness, death, or termination of employment.Up to \$200 per business day for each business day after the initial thirty (30) business days in which an acceptable replacement for that



ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
			Staffing Plan will be communicated to PRMP with a strategy to resolve the staffing issue.	<p>key staff position is not provided.</p> <ul style="list-style-type: none">• Up to 5% of the monthly invoice for M&O for failure to meet the staff performance standard as follows:<ul style="list-style-type: none">○ Any 1 of 5 performance standards are not met: 1%○ Any 2 of 5 performance standards are not met: 2%○ Any 3 of 5 performance standards are not met: 3%○ Any 4 of 5 performance standards are not met: 4%○ All 5 performance standards are not met: 5%
SLA-010	Both	Critical Change Request Deployment Schedule	<ul style="list-style-type: none">• All critical CRs scheduled for deployment to production (and baselined in the Project Schedule) are deployed to production on or before the Baseline Finish Date unless otherwise rescheduled.• All approved critical and high priority CRs are prioritized and scheduled for deployment to production based on PRMP priority level and a mutually agreed-upon plan and schedule that will identify key dependencies and interim milestones that must be met for the	<ul style="list-style-type: none">• High-Priority CRs – PRMP may assess up to \$200 per business day late until deployed – to a maximum of 50% of the total cost estimate for a given CR• Critical-Priority CRs – PRMP may assess up to \$300 per business day late until deployed – to a maximum of 50% of the total cost estimate for a given CR.



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ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
			<p>contractor to achieve the planned deployment date.</p> <ul style="list-style-type: none">• Critical and high priority CRs must be deployed to production as scheduled and will be measured by either being deployed to production as scheduled or not being deployed to production as scheduled.	

Contractors 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 description below details the roles of contractor-specific key staff necessary for the successful execution of the services detailed in this RFP. The contractor's staff will be expected to participate in project-related activities at various times throughout the contract phases.

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

Contractor Key Staff Roles and Responsibilities

The TA Contractor is required to provide at a minimum the following key staff with the relevant qualifications and experience. However, the TA Contractor should provide additional roles as they deem necessary to fulfill the scope of work of this RFP.

- **Project Manager** with five (5) years of project management experience in healthcare, public health administration/projects, social/community services, and/or health policy. This role is required to be bilingual, highly proficient in both Spanish and English in both written and oral communications.
- **Data Analyst** with five (5) years of experience proficiency in data visualization, sampling strategies, inferential analysis, and data collection instrument creation.
- **Program Evaluator** with five (5) years of experience in designing and implementing performance measurement strategies, conducting evaluations of social service or healthcare programs, and ensures program compliance with federal, state, and local regulations. This role is required to be bilingual, highly proficient in both Spanish and English in both written and oral communications.

The responsibilities presented are of a high level and not to be interpreted as all-inclusive. The contractor should propose additional staff roles to complement the key roles identified. The contractor must provide a proposed key staff structure for fulfilling the services required by the scope of work of this RFP. The structure must be presented as a Gant Chart and specify roles and responsibilities; the chart must also identify bilingual staff.



Appendix 4A: Proforma Draft Contract

The following details are a draft of the contract that the awarded contractor 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

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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 XXXXXX, a request for (XXXXXXX), that was adjudicated on _____ to the SECOND PARTY.



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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



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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.



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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 be 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:

- return all information to the FIRST PARTY;
- 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



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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 turnover planning and activities that are to start two (2) months preceding contract termination or upon request. Turnover 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 Closeout Report.

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 are 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 cancelled or modified without providing thirty (30) days prior written notice to the DEPARTMENT OF HEALTH, Office of Insurance and Risks ("Oficina de Seguros y Riesgos"), P. O. Box 70184, San Juan, Puerto Rico 00936-8184.

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

All policies shall contain a provision to the effect that the same may not be cancelled 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.



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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 Protected Health Information (PHI) use and/or disclosure which do not comply with the terms of this contract as detailed in 45 C.F.R. §164.504(e)(2)(ii)(C).

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 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 danger 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 statute, 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.



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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



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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

VICTOR M. RAMOS OTERO, MD, MBA - Secretary 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 and conditions of **Appendix 4B: Business Associate Agreement** and **Appendix 4A: Proforma Draft Contract**, 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 Departamento 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; and 164

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 information system” 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 information system, 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 health care operations, as that term may be amended from time to time, and

The PHI pertains solely to a health care item or service for which the health care 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 health care operation specifically described in subparagraph (iv) of paragraph (6) of the definition of health care 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.



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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 the *Procurement Library* has a corresponding attachment. Contractors may leverage the RFP's question-and-answer period to request additional documentation. PRMP may update the *Procurement Library* at its sole discretion.

Table 18: Procurement Library

ID	Document/Information	Website (if applicable)
PL-001	MFP Operational Protocol Template The Operational Protocol (OP) is the operational guide that outlines the Demonstration and addresses how the state or territory will meet the objectives of the Money Follows the Person (MFP) Demonstration.	
PL-002	MFP Work Plan The Money Follows the Person (MFP) Demonstration Work Plan is the state or territory's road map for accomplishing the rebalancing objective described in section 6071(a)(1) of the Deficit Reduction Act as "increasing the use of home and community-based, rather than institutional, long-term care services."	
PL-003	MFP Semi-Annual Progress Report The information provided in this report will allow CMS to monitor grantee progress and identify challenges and improvement opportunities.	
PL-004	MFP Work Plan Help File This document provides examples of how to complete the MFP Work Plan.	
PL-005	MFP Work Plan Tip Sheet This document provides suggestions and recommendations on how to complete the Work Plan.	
PL-006	Puerto Rico Supreme Court case regarding experience This document provides a supreme court case regarding how experience of key staff and company experience is evaluated in Puerto Rico.	2024 DTS 069 MUNICIPIO DE AGUADA V. W CONSTRUCTION, LLC, 2024TSPR069 - Jurisprudencia del TSPR LexJuris de Puerto Rico

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



Appendix 6: Acronyms, Abbreviations, and Glossary Terms

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

Table 19: Acronym, Abbreviations, and Glossary Terms

Acronym / Abbreviation / Term	Definition
ADA	Americans with Disabilities Act
ADL	Activities of Daily Living
ASES	Administración de Seguros de Salud <i>State Health Insurance Administration</i>
CHIP	Children's Health Insurance Program
CMS	Centers for Medicare and Medicaid Services
CV	Curriculum Vitae
DSW	Direct Service Worker
EVV	Electronic Visit Verification
HCBS	Home and Community-Based Services
IADL	Instrumental Activities of Daily Living
I/DD	Intellectual and Developmental Disabilities
KPIs	Key Performance Indicators
LTSS	Long Term Services and Supports
MCO	Managed Care Organization
MH/SUD	Adults with Mental Health and Substance Use Disorders
MMIS	Medicaid Management Information System
MPPIPR	Medicaid Program Promoting Interoperability of Puerto Rico
MFP	Money Follows the Person
MOU	Memorandum of Understanding
NEMT	Non-Emergency Medical Transportation
OP	Operational Protocol
PD	Adults with Physical Disabilities
PHE	Public Health Emergencies
PL	Project Lead
PMO	Project Management Office
PRDoH	Puerto Rico Department of Health



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Acronym / Abbreviation / Term	Definition
PRMP	Puerto Rico Medicaid Program
Q&A	Questions and Answers
RFP	Request for Proposals
SAR	Semi-Annual Progress Report
SMART	Specific, Measurable, Achievable, Relevant, and Time-Bound Goal
SPA	State Plan Amendment
TA	Technical Assistance
TAC	Technical Assistance Contractor
WBS	Work Breakdown Structure
WP	Work Plan

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