



DEPARTAMENTO DE SALUD
GOBIERNO DE PUERTO RICO
PROGRAMA MEDICAID

Puerto Rico Department of Health
Process Reengineering (PRE)
Request for Proposals

RFP #2025-PRMP-PRE-003

Release Date: June 2, 2025

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1 Executive Summary

1.1 RFP Purpose

The Puerto Rico Department of Health (PRDoH) Puerto Rico Medicaid Program (PRMP) is issuing this Process Reengineering (PRE) RFP to solicit vendor proposals to procure the professional services of a qualified PRE vendor (“vendor”) to perform business process reengineering to improve efficiency and effectiveness of operational processes in the local, regional, and central Medicaid offices.

Through this RFP, PRMP seeks to procure a qualified PRE vendor that can provide the specialized services required for evaluating and analyzing strategies and methodologies that meets PRMP’s vision, goals, and requirements and fulfills the stated scope of work (SOW). See **Section 5: SOW** for additional details.

This RFP defines the detailed response and minimum contract requirements and outlines PRMP’s process for evaluating responses and selecting a vendor that can provide the necessary components to support the proposed work under this RFP.

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

Additional details regarding this solicitation can be found in subsequent sections of this RFP. The Commonwealth of Puerto Rico (Commonwealth) appreciates and welcomes proposals from willing and qualified vendors capable of meeting the requirements of this RFP.

1.2 PRMP Central Office Location

The PRMP Central Office is located at:

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

1.3 RFP Timeline

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

As described in **Section 4.8: Amendments to the RFP**, an Important Update constitutes an amendment to the RFP. It is each vendor’s responsibility to check the PRDoH website for current information regarding this RFP and its schedule of events through the award of the contract.



Table 1: RFP Schedule of Events

Event	Date
RFP Released to Public	06/02/2025
Notice of Intent to Respond	06/18/2025
Vendor's Written Questions Submission Deadline	06/18/2025 (3:00 pm AST)
Question Responses Posted	06/25/2025
Proposal Submission Due Date / Time	07/16/2025(3:00 pm AST)
Technical Proposal Opening	TBD
Oral Presentations	TBD
Cost Proposal Opening	TBD
Notice of Award	TBD
Contract Signature and Distribution	TBD

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

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

2 Background and Overview of Existing Programs and Services

2.1 PRMP

The Commonwealth's present-day Medicaid program, the Government Health Plan, was established in 1993 by the Puerto Rico Health Insurance Administration Act (Law 72) which also shifted much of the publicly financed healthcare system to the private sector. Through this program, known as "The Reform," the Government of Puerto Rico significantly increased the number of residents with government-subsidized health insurance.

The Children's Health Insurance Program (CHIP) began in 1997. It covers low-income children with household income higher than the allowable standard for Medicaid and has a higher federal match rate. Puerto Rico, like many states, decided to use its CHIP funds to pay for a Medicaid expansion instead of creating a separate program.

The Patient Protection and Affordable Care Act of 2010, commonly called the Affordable Care Act (ACA), expanded Medicaid to adults ages 19 through 64 with income up to 138% of the poverty level. Puerto Rico chose to expand eligibility to include these adults, effective January 1, 2014. The ACA also introduced a new methodology to determine eligibility, called Modified Adjusted Gross Income (MAGI). This led to additional changes in the policies and procedures of the PRMP.

For the purposes of Medicaid and the State (CHIP), Puerto Rico is considered a state unless otherwise indicated in § 1101(a)(1) of the Social Security Act (the Act). However, its Medicaid program differs in many aspects from those in the continental states and the District of Columbia. The federal government and the Government of Puerto Rico jointly finance Puerto Rico's Medicaid program. Puerto Rico must contribute its non-federal share of Medicaid spending in order to access federal dollars, which are matched at the designated Federal Medical Assistance Percentage (FMAP), otherwise known as the matching rate. Unlike the states, for which federal Medicaid spending is open ended, Puerto Rico can access federal dollars only up to an annual ceiling, referred to as the Section 1108 cap or Section 1108 allotment.

Until 2021, the FMAP for Puerto Rico and the territories were statutorily set at 55 percent, unlike that of the states, where the FMAP is set using a formula based on state per capita income (§ 1905(b) of the Act). Congress passed the Continuing Appropriations Act, 2021 and Other Extensions Act that maintained Puerto Rico's capped funding levels with an 82 percent Federal Medical Assistance Percentage (FMAP) until December 3, 2021 (Puerto Rico's enhanced 76 percent FMAP plus the 6.2 percent Families First Coronavirus Response Act [FFCRA] enhancement). These dollars mitigated the impact of Puerto Rico's historical cycle of receiving temporary federal funding enhancements and regularly preparing for a fiscal cliff. In December 2022, Congress passed the Consolidated Appropriations Act, 2023, which extended the 76 percent FMAP for another five years until the end of Federal Fiscal Year (FFY) 2027.

Puerto Rico has made significant improvements to its data collection and reporting capabilities in recent years. In 2018, the Medicaid Management Information System (MMIS) became operational and is certified to report information to the Transformed Medicaid Statistical Information System (T-MSIS).

The Puerto Rico Department of Health (PRDoH) is the State Medicaid Agency (SMA) within the Commonwealth. Within PRDoH, the Puerto Rico Medicaid Program (PRMP) is responsible for the management of the Medicaid program, which includes multi-vendor, multi-agency environments. The PRMP is led by an Executive Director who oversees the operation of the program and the local PRMP offices.

Services are offered through seven regions and the Central Office. Additionally there are 61 Local Offices, seven (7) Regional Offices, twelve (12) Satellite Offices, and one (1) Central Office. The Puerto Rico Health Insurance Administration (PRHIA) Act created the Administración de Seguros de Salud (ASES), which has a memorandum of understanding (MOU) with PRMP and is responsible for contracting with and monitoring services provided by the Medicaid Managed Care Organizations (MCOs) and other carriers contracted with Plan Vital, the Government Health Plan (GHP) of Puerto Rico.

2.2 ASES

The Puerto Rico Health Insurance Administration was created by Act No. 72 of September 7, 1993, as amended. The Administración de Seguros de Salud (ASES) is a public corporation with full capacity to carry out the functions entrusted to it by law.

The mission of the Health Insurance Administration is to watch over and ensure the prudent use of public funds, both state and federal. This is done in coordination with federal and state government agencies and business partners to detect and prevent fraud, waste, and abuse within the Government Health Programs in Puerto Rico.

ASES is responsible for negotiating, implementing, and administering contracts with the Medicaid MCOs and Health Services organizations furnishing healthcare services to the Medicaid beneficiaries accessing care through Plan Vital. Plan Vital provides all Medicaid beneficiaries with access to quality medical care, regardless of their economic condition and ability to pay. ASES also supervises and evaluates the services offered by the contracted MCOs.

The Government of Puerto Rico's Vital Health Plan is responsible for providing physical and mental health services to over 1.3 million Puerto Ricans¹. Services are offered by provider networks (primary care physicians, specialists, laboratories, etc.) contracted with Managed Care Organizations (MCOs) throughout the Commonwealth.

2.3 MCOs

A Managed Care Organization (MCO) is a health plan composed of a group of doctors and other providers working together to furnish health services to its members territory wide. The MCOs are

paid using risk-based capitated payments. MCOs contract with primary medical groups, which in turn create preferred provider networks.

The Medicaid program is administered through MCOs, with all Medicaid and CHIP beneficiaries enrolled in an MCO. Enrollees may choose their MCOs and make changes once per year during an open enrollment period.

2.3.1 Plan Vital (Medicaid)

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

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

2.4 Platino Program (Dual Eligibles)

The Commonwealth also has Medicare Advantage Organizations (MAOs) that offer managed care services aligned with Medicare Part A (hospital and skilled nursing facility care) and Medicare Part B (durable medical equipment and preventive services) to qualified residents. Beneficiaries who have Medicare Parts A and B and are certified eligible for Medicaid, also known as dual eligibles, qualify for Medicare Platinum benefits and services, referred to as the Medicare Platino Program.

2.5 MEDITI3G and Other Electronic Interfaces

The Puerto Rico Medicaid eligibility and enrollment system is the Medicaid Integrated Technology Initiative, Third Generation (MEDITI3G). This is PRMP's eligibility and enrollment system used for Medicaid and CHIP eligibility determination, enrollment, and benefit verification.

PRMP also uses the following data sources to validate applicant/beneficiary data:

- Administration of Family and Children (ADSEF) Interface: Puerto Rico uses the ADSEF interface to verify ABD individuals who are automatically eligible for Medicaid based on receipt of TANF-ABD benefits at application and renewal. ADSEF is also used as a backup if a discrepancy has been identified in the self-attestation of household composition.
- Systematic Alien Verification for Entitlements (SAVE): This is an online service that allows federal, state, and local benefit-granting agencies to verify an applicant's citizen and non-citizen status.

- **Demographic Registry:** The primary use of this system is to verify date of death if the person died in Puerto Rico. This system also allows verification of the date and place of birth of an applicant if they were born in Puerto Rico.
- **Beneficiary and Earnings Data Exchange (BENDEX):** The BENDEX interface provides information about Social Security and Medicare. The BENDEX file can be used to validate the applicant's Social Security income.
- **Public Assistance Reporting Information System (PARIS):** PARIS is a federal-state partnership that ensures the integrity of public assistance programs by detecting and deterring improper payments. Information gathered from PARIS is used to validate information on whether the applicant is receiving benefits from another State Medicaid Program.
- **Federal Data Services Hub:** The Hub is a federally managed service that transmits data between the federal government and state administering agencies. PRMP uses the Hub as an application to verify citizenship status and SSN if a change has been reported or identified.
- **Territories and States Beneficiary Query (TBQ):** The TBQ enables data exchange between CMS and states and provides information on Medicare Parts A, B, C, and D. If the applicant does not have a Medicare card, PRMP verifies Medicare status through the TBQ at the time of application, and monthly following application.
- **Administración del Sustento de Menores (ASUME) Interface:** Puerto Rico uses the ASUME interface to verify child support payments.
- **Department of Labor (DOL) Interface:** Puerto Rico uses the DOL interface to verify wages.

Puerto Rico currently does not currently have an Asset Verification System (AVS); however, PRMP issued an award to Public Consulting Group (PCG) in March 2025 to implement and manage an AVS. Until the implementation of the AVS, assets must be verified with paper documentation.

2.6 Beneficiaries

There are over 1.3 million beneficiaries in the Medicaid program, representing approximately 50 percent of the population. Nearly 250,000 of these beneficiaries are dually eligible for Medicaid and Medicare. Approximately 1,700 individuals enroll in Medicaid each month.

PRMP currently contracts with a vendor to manage mail house services, sending informational materials to all Medicaid beneficiaries. PRMP covers the following eligibility categories:

- **Automatic Eligibility:** Title IV-E, Newborn, TANF (Aged), TANF (Blind), TANF (Disabled).
- **MAGI Eligibility:** Child (0-19), Relative Caretaker, Pregnant Woman, Former Foster Care, Adult (19-64), Medicaid Expansion CHIP.
- **Non-MAGI: Optional Categorically Needy:** Aged, Blind, and Disabled.
- **Non-MAGI Medically Needy:** Child (0-21), Relative Caretaker, Pregnant Woman, Aged, Blind, and Disabled.

- PRMP does not currently cover Emergency Medical Assistance (EMA) or Hospital Based Presumptive Eligibility (HBPE).

Federal Medicaid Eligibility Provisions Not Applicable in Puerto Rico:

- Medicaid eligibility under Supplemental Security Income (SSI): Most states provide eligibility for Medicaid if a person receives SSI. Residents of Puerto Rico are not eligible for SSI, so this option for eligibility is not available in Puerto Rico.
- Medicare Savings Programs (MSP): Through MSP, states can provide premium or cost-sharing (deductible, coinsurance, and copayments) assistance for certain Medicare enrollees. Through MSP, states can enroll Medicare beneficiaries in limited-benefit Medicaid to provide only Medicare premium or cost-sharing (deductible, coinsurance, and copayments) assistance. Puerto Rico is exempt from the federal requirement to provide MSP and does not offer premium or cost-sharing assistance for these Medicare beneficiaries.
- Medicaid Long-Term Services and Supports: Many states provide Medicaid coverage for long-term care services to people who need the level of care typically provided in a nursing home or live in the community with extra support. Because PRMP does not currently fund long-term care services, Medicaid coverage for people based in part on long-term care needs is currently not available in Puerto Rico.
- Health Insurance Marketplace: Under the ACA, states can create a Health Insurance Marketplace or participate in the federal Health Insurance Marketplace. Through the marketplace (also known as the Exchange), people who do not qualify for Medicaid can shop for health insurance, and possibly receive subsidies to help pay for the cost of their insurance. Puerto Rico does not currently have a Health Insurance Marketplace or participate in the federal marketplace.

The PRMP Medicaid application and renewal forms can be submitted in-person, by mail, by phone, or online through the Citizen Portal. As of 2024, Puerto Rico is able to complete no-touch eligibility determinations. The no-touch process has an average success rate of 0.92%. The beneficiary is assigned a region and caseworker based on the mailing address provided at the time of application submission.

3 PRE Overview

For the purpose of this RFP, Process Reengineering specifically focuses on fundamentally rethinking and redesigning eligibility determination processes to reduce repetitive work, caseworker error, member wait time, and application processing time. Reengineered processes will improve efficiency and accuracy for eligibility determinations in all regional offices and provide staff greater ability to manage their workload, office traffic, and call volume. Process reengineering will seek to streamline operations and interagency coordination while improving efficiency and enhancing caseworker productivity. Reengineered processes must comply with federal regulations.

3.1 PRMP Environment

PRMP is divided into seven regions: Arecibo, Bayamon, Caguas, Fajardo, Mayagüez, Metropolitana, and Ponce. The regional office receives and processes initial applications for eligibility, interviews applicants as necessary, maintains and updates approved cases, and determines continued eligibility by completing change of circumstances requests and annual eligibility renewal forms. In addition to the regional offices, there is a Central Office located in San Juan and a call center. Certain types of applications for Medicaid coverage are processed by the Central Office, rather than the local PRMP office. The application types include current foster care child, survivors of domestic violence, and inpatient prisoners.

3.1.1 PRE and Alignment with CMS

Appendix 5: Procurement Library, PL-002 CMS published the *Streamlining Medicaid, Children's Health Insurance Program, and Basic Health Program Application, Eligibility Determination, Enrollment, and Renewal Processes* (CMS-2421-F2 final rule)

in March of 2024. The purpose of this final rule was to “reduce coverage disruptions, further streamline Medicaid and CHIP eligibility and enrollment processes, reduce the administrative burden on states and people applying to and enrolled in Medicaid and CHIP programs, and increase enrollment and retention of eligible individuals.”

With this Process Reengineering RFP, PRMP anticipates evaluations will produce alignment with CMS final rules, while simultaneously allowing for analysis of current PRMP business processes to find gaps or bottlenecks where new, strategic processes will streamline work across the Commonwealth.

3.1.2 PRMP Current-State

A recent (August 2024 – March 2025) Eligibility and Enrollment Metrics Tracking and Analysis report provided insight on the state of applications and renewals within PRMP. Takeaways included:

- An average of 73% of MAGI Medicaid applications, and 99% of Non-MAGI applications are submitted on paper.

- An average of 27% of MAGI applications, and 5.6% Non-MAGI applications were completed online during the reporting time frame.
- Less than 1% of eligibility determinations are No-Touch. A No-Touch eligibility determination occurs when the system can assess and approve (or denial) Medicaid eligibility without manual intervention from a caseworker.

3.1.3 PRMP Future-State

A full evaluation with workflows and flowcharts will be needed to evaluate current operational processes in local offices and the Central Office to scope the future-state of PRMP. This should include a focus on optimization of office efficiency, performance metrics, and streamlining processes across all office locations.

Key process evaluation and improvement models may include the following areas:

- Workflow and Task Management
- Communication and Collaboration
- Document Management and Information Flow
- Time Management and Scheduling
- Technology and Tools Usage
- Customer/Client Interaction Processes
- Onboarding and Training
- Reporting and Performance Tracking

For example, the analysis and recommendations for improving processes may include examination of application methods (in-person, by mail, by phone, and online) and the process flow of each method from application through eligibility determination. Including, but not limited to, the number of “touches” applications receive, and the timeliness of determinations.

4 General Instructions

4.1 Scope

PRMP seeks to engage a vendor to provide business processing reengineering activities to improve the efficiency and effectiveness of its operational processes in local offices and the Central Office.

Refer to **Section 5: SOW** for additional details on the project scope and PRMP's expectations of the vendor.

4.2 Contract Duration

PRMP targets a contract start date for the awarded PRE vendor on or before October 17, 2025. For the purposes of this RFP, project and contract start will be considered the day that the contract is executed between PRMP and the vendor.

The contract base term is 18 months. Contract award is contingent upon the CMS, PRDoH, and other Commonwealth agencies' approval of the contract and the availability of associated funding over the contract term.

4.3 Nondiscrimination

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

4.4 RFP Communications

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

2025-PRMP-PRE-003

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

Vendors must direct all communication concerning this RFP to the PRMP Procurement 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 vendors regarding this RFP are binding. Oral communications between a PRMP official and one or more vendors are unofficial and nonbinding.

Vendors must submit all questions and comments, including requests for clarification, to PRMP via email. Questions must be received no later than 3:00 pm AST on the Vendor's Written Questions Submission Deadline detailed in **Section 1.3: RFP Timeline**.

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

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

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

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

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

4.5 Vendor Questions and Comments

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

Any vendor having questions and comments concerning this RFP must provide them in writing to PRMP no later than the vendor 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 vendors will be limited after the proposal submission date. PRMP's communications with vendors will primarily be limited to notice of oral presentations, award,

and/or requests for clarifications. Vendors should refer to the PRDoH Government Contracting website: <https://medicaid.pr.gov/Home/NotificacionServiciosProfesionales/> for updates regarding the RFP.

4.6 Notice of Intent to Respond

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

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

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response. Regardless of the submission of a Notice of Intent to Respond, vendors are responsible for monitoring the official posting site of the RFP for any posted amendments or notifications regarding this RFP.

4.7 Proposal Submission

A vendor must ensure that PRMP receives a response no later than the submission deadline time and date detailed in **Section 1.3: RFP Timeline**. PRMP will not accept late responses, and a vendor's failure to submit a response before the deadline will result in disqualification of the response as outlined in **Section 4.10: PRMP Right of Rejection**. It is the responsibility of the vendor to determine any additional security requirements with respect to packaging and delivery to PRMP. Vendors should be mindful of any potential delays due to security screening, weather, mail delays, and orders of stay or other filing delays whether foreseeable or unforeseeable.

4.8 Amendments to the RFP

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

Any amendment(s) to the RFP will be published via Important Update posted to the PRDoH Government Contracting website:

<https://medicaid.pr.gov/Home/NotificacionServiciosProfesionales/>.

The vendor response must address the final RFP (including its attachments), as amended.

4.9 RFP Cancellation

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

4.10 PRMP Right of Rejection

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

4.11 Proposal Submittal and Instructions

4.11.1 Economy of Preparation

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

4.11.2 Expenses Incurred

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

4.11.3 Proposal Format

These instructions describe the required format for a vendor's bid proposal. The vendor may include any additional information it believes is relevant. The vendor should utilize the format, contents, and structure in the RFP attachments. Moreover, the structure of each attachment provides the vendor with a template for an in-line response to the RFP. At times, the use of Microsoft Excel® will be necessary to respond. An identifiable tab sheet should precede each section of the proposal, and each proposal should follow the format outlined below. All pages, except preprinted technical inserts, should be sequentially numbered.

The vendor should include the following information in the attachments:

- A response to any applicable section of the RFP narrative located in **Section 4: General Instructions**.
- A response to any content requested within the attachments/response templates.

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

As detailed in **Section 6.4: Failure to Meet Mandatory Specifications**, the mandatory specifications must be met by the vendor as a part of the submitted proposal. As detailed in

Attachment E: Mandatory Specifications and **Section 6.4: Failure to Meet Mandatory Specifications**, the vendor must meet the mandatory specifications as part of the submitted proposal. Failure on the part of the vendor to meet any of the mandatory specifications will result in disqualification of the proposal, at the sole discretion of PRMP. Mandatory specifications are not scored but are reviewed on a “pass” or “fail” basis.

Vendors are advised to limit marketing statements and positioning to the area(s) of the RFP applicable to those statement(s) and not include duplicative or otherwise repetitive statements throughout their responses. The vendors 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. Vendors must choose a similarly sized typeface (generally 11 points for text and 10 points for tables) for PRMP’s requirements and not use smaller than 9-point typeface to work within this page limit restriction. The page limit counts the front and back of each sheet as separate pages. This page limit will not apply to the following RFP components:

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

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

Table 2: Expected Proposal Sections and Content Structure

Proposal Section	Response Template/Contents
Cost Proposal	Attachment A: Cost Proposal (separate submission)
Contents:	<ul style="list-style-type: none"> • Microsoft Excel® Workbook: Attachment A
Technical Proposal	Attachment B: Title Page, Vendor Information, Executive Summary, Subcontractor Letters, and Table of Contents
Contents:	<ul style="list-style-type: none"> • Title Page • Cover Letter • Table of Contents • Vendor Information • Payment Address • Legal Notice Address • Executive Summary

Proposal Section	Response Template/Contents
	<ul style="list-style-type: none"> • Disclosure of Response Contents • Subcontractor Letters (if applicable)
Technical Proposal	Attachment C: Vendor Qualifications and Experience
Contents:	<ul style="list-style-type: none"> • Organization Overview • Subcontracting Overview (if applicable) • Existing Business Relationships with Puerto Rico • Business Disputes • Disclosure of Lobbying Activities • Vendor References • Subcontractor References (if applicable)
Technical Proposal	Attachment D: Vendor Organization and Staffing
Contents:	<ul style="list-style-type: none"> • Initial Staffing Plan • Use of PRMP Staff • Key Staff Resumes • Key Staff References
Technical Proposal	Attachment E: Mandatory Specifications
Contents:	<ul style="list-style-type: none"> • Submission Requirements • Mandatory Requirements • Mandatory Qualifications
Technical Proposal	Attachment F: Outcomes Traceability Matrix
Contents:	<ul style="list-style-type: none"> • Microsoft Excel® Outcome Traceability Matrix Workbook
Technical Proposal	Attachment G: Response to Statement of Work
Contents:	<p>Phase One – Project Initiation</p> <ul style="list-style-type: none"> • Conduct Project Initiation • Implement Project Management Framework • Plan Organizational Change Management (OCM) <p>Phase Two – Discovery and Analysis</p> <ul style="list-style-type: none"> • Develop Change Readiness Analysis • Evaluate “As-Is” Operational Processes • Facilitate Process Improvement Workshops – Capturing The “To-Be” Operational Processes

Proposal Section	Response Template/Contents
	Phase Three – Implementation <ul style="list-style-type: none"> • Develop Implementation Model • Create Performance Measurement System • Perform Organizational Change Management Activities • Implementation Rollout of Business Processes (Pilot) • Implementation Rollout of Business Processes (Commonwealth-wide) Phase Four – Implementation Monitoring, Evaluation, Refinement, and Closeout <ul style="list-style-type: none"> • Monitor Performance • Produce Impact Evaluation Report and Refinement • Refine Processes and Training • Deliver PRE Services Closeout Management Plan
Technical Proposal	Attachment H: Initial Project Schedule
Contents:	<ul style="list-style-type: none"> • Initial Project Schedule (submitted in MS Project and MS Excel formats)
Technical Proposal	Attachment I: Terms and Conditions Response
Contents:	<ul style="list-style-type: none"> • Title Page • RFP Terms and Conditions • Customary Terms and Conditions • Terms and Conditions Exceptions • Mandatory Requirements and Terms • Commercial Materials • Table of Exceptions (if applicable)

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

4.12 Two-Part Proposal Submission

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

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

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

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

Printed Name of Authorized Personnel

Signature of Authorized Personnel

Date

The term "authorized personnel" refers to the designated vendor representative who is authorized to act on behalf of the vendor organization. The same representative who is authorized to sign the proposal may also sign the forms, as long as they have the appropriate signing authority. If vendors elect for written (non-electronic signatures) then the preceding paragraph does not apply, and vendors should provide original copies with original signatures as outlined throughout the RFP. In addition to printed copies of the technical and cost proposals, the vendor must submit two (2) electronic copies of its technical proposal (PDF and Microsoft Excel®, as appropriate) and 2 electronic copies of the cost proposal (Microsoft Excel® and PDF). The vendor must submit separate universal serial buses (USBs) or CDs, for both the technical and cost proposals for a total of four USBs and/or CDs (two [2] technical proposals and two [2] cost proposals). Vendors are prohibited from submitting proposals via email. Signatures are mandatory in all areas of the RFP where specifically requested from the vendor.

Proposals must be submitted to the mailing address below:

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

4.13 Response Reference

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

4.14 Changes to Proposals

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

4.15 Withdrawal of Proposals

A vendor may withdraw a submitted response at any time before the submission deadline date and time detailed in **Section 1.3: RFP Timeline** by submitting a written request signed by an authorized vendor representative. After withdrawing a response, a vendor may submit another response at any time before the submission deadline. After the submission deadline, a vendor may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the vendor.

4.16 Multiple Proposals

A vendor must not submit multiple responses in different forms and/or scopes and cannot submit separate proposals as a principal and as a subcontractor. PRMP will accept proposals that involve a subcontractor that is included as part of multiple proposals; however, vendors that are proposing as a principal vendor cannot submit multiple proposals either as a principal vendor or subcontractor. If a vendor 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 4.10: PRMP Right of Rejection**.

5 Scope of Work (SOW)

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

Vendors should reference **Section 5: Scope of Work (SOW)** as they review and respond to the PRE RFP. The areas within **Section 5: Scope of Work (SOW)** provide vendors with additional detail regarding PRMP's overarching goals and key topics in each project phase that should be incorporated into their response. **Attachment G: Response to SOW** is the corresponding attachment for this section. **Attachment G: Response to SOW** mirrors the layout of **Section 5.3: PRE Vendor Responsibilities** and provides a format for vendor narrative responses to the below sub-sections. The vendor narrative will detail how they will meet PRMP's specifications, including the SOW, Deliverables Dictionary, Outcomes Traceability Matrix (OTM), Performance Standards, and Service Level Agreements (SLAs).

Respondents must demonstrate an understanding of PRMP's vision and goals for implementation of a PRE solution and describe how their proposed approach facilitates achievement of these through their responses in **Attachment G: Response to SOW**.

5.1 PRE Vision

PRMP aims to enhance the efficiency and effectiveness of its operations in both local and central offices by engaging a vendor with expertise in business process reengineering. Through an analysis of existing processes and the refinement of quality and performance standards, PRMP expects to implement a standardized, high-quality, and streamlined approach across the Commonwealth, ultimately improving access to and efficiency in obtaining Medicaid services.

PRMP expects that a comprehensive evaluation of operational processes, Medicaid application methods (in-person, mail, phone, and online), productivity, staff, and Standard Operating Procedures (SOPs) will create an opportunity to develop new strategies, establish performance and efficiency standards, and provide recommendations for improvement.

An 18-month time frame has been reserved for this project. Vendors are expected to complete all required project specifications within the 18-month time frame; however, the impacts of the vendors work (implemented recommendations and associated benefits) should ideally continue to benefit PRMP beyond the 18-month time frame for this project. Once the vendor services are complete, the vendor should provide full knowledge transfer to PRMP. PRMP prefers vendors who respond have a proven record, with applicable references in PRE implementation.

5.2 PRE Goals

PRMP goals for PRE include the following:

- Maximize the use of existing resources in local offices and the Central Office.
- Improve operational efficiency across all business areas.

- Reduce waiting times and enhance the user experience.
- Implement a performance measurement system to evaluate process effectiveness.
- Ensure that business process reengineering improves accessibility and service quality for the beneficiary population.

Additional goals may be identified in the following sections where vendor responsibilities, activities, and deliverables are fully detailed.

5.3 PRE Vendor Responsibilities

The following sections provide a high-level summary of expected responsibilities and activities of the PRE vendor. PRMP desires vendors align their response and approach with the sections below. **Section 5.3: PRE Vendor Responsibilities** features a four phased approach.

Phase One includes deliverables and associated activities for Project Initiation, Project Management, Project Kickoff, and Organizational Change Management.

Phase Two features a Change Readiness Assessment, an evaluation of “As-Is” Operational Processes, and conducting process improvement workshops to capture the “To-Be” of Operational Processes. Phase Two also includes development and delivery of a Diagnostic Report, and a Business Process Improvement Plan.

Phase Three focuses on implementation, and includes design, delivery, and initiation of an Implementation Model and Performance Measurement System. Phase Three also involves piloting the PRE services in the Commonwealth, measuring performance, and refining as necessary to implement the services throughout the Commonwealth.

Phase Four includes delivery of an Impact Evaluation, and implementation of a PRE Services Closeout Management Plan.

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

5.3.1 Phase One – Project Initiation

Phase One of the project includes deliverables and associated activities for PRE project initiation. This phase includes updating the 30-60-90 Day Plan, the Project Schedule, Kickoff Meeting Materials, and development and delivery of the Project Management Plan, Organizational Change Management Plan, and a template for the Monthly Status Report the vendor will supply to PRMP each month. For information on specific outcomes, metrics, and performance standards aligned to the below subcategories, see **Attachment F: Outcome Traceability Matrix Instructions**.

5.3.1.1 Conduct Project Initiation

Upon project initiation, the vendor will provide three initial deliverables that include a finalized 30-60-90 Day Plan, the Project Schedule, and Project Kickoff Meeting Materials as described in **Appendix 1B: Deliverables Dictionary**. The Project Kickoff Meeting Materials are due within ten (10) calendar days of contract execution, and the 30-60-90 Day Plan, and Project Schedule within fifteen (15) calendar days of contract execution. The vendor should coordinate with PRMP to confirm which stakeholders should receive the Kickoff Meeting Materials and attend the project kickoff. The vendor should also coordinate with PRMP in finalizing the 30-60-90 Day Plan and the Project Schedule to confirm alignment with project responsibilities and milestones.

The vendor will collaborate with PRMP in developing and maintaining the Project Schedule throughout the project lifecycle using Microsoft Project®, or equivalent software, and provide weekly updates to PRMP. Throughout all phases of the project, the final approval of the new schedule and any changes to the Project Schedule rests with PRMP.

5.3.1.2 Implement Project Management Framework

Within thirty (30) calendar days after the contract execution, the vendor should deliver the Project Management Plan. The Project Management Plan is fully described in **Appendix 1B: Deliverables Dictionary**. The vendor's project management approach should align with the most current version of the Project Management Institute® (PMI®) A Guide to the Project Management Body of Knowledge (PMBOK® Guide [currently seventh edition]).

The **Project Management Plan** should include the vendor's approach to project management, including, but not limited to:

- **Communication Management:** Communication Management is used to define stakeholder groups, outline key messages and communication methods, and identify outreach and engagement activities to achieve intended communication objectives.
- **Documentation Management:** Documentation Management describes how project documentation will be managed (deliverables, acceptance criteria, access and management of repositories, version control, etc.).
- **Quality Management:** Quality Management defines the acceptable level of quality as defined by PRMP and describes ongoing quality management during operations. The Quality Management Plan describes how the project will meet the quality standards in its deliverables and project work processes.
- **Risk and Issue Management:** Risk and Issue Management details the process used for identifying, tracking, managing, mitigating, and resolving risks and issues that could have an impact on the success of the project. The Risk and Issue Management Plan should be developed in accordance with PRMP's project management methodology.

- **Schedule Management:** Schedule Management provides initial guidance and tailors general time management planning for the project when performing activities and processes for PRE support.
- **Scope Management:** Scope Management outlines the vendor's approach to defining, controlling, verifying, and managing scope throughout the project.
- **Staffing Management:** Staffing Management documents the vendor's approach to providing and managing qualified human resources for the project and describes how the roles, responsibilities, and reporting relationships will be structured and addressed in support of the project and operations. The vendor should ensure that the organization chart for the project is updated within five (5) business days of any staffing changes and stored in a location accessible to PRMP.
- **Project Closeout:** Project Closeout outlines the structured process for formally concluding the project, ensuring all contractual, administrative, operational, and financial aspects are completed to satisfaction.

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

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

5.3.1.3 Plan Organizational Change Management (OCM)

The selected PRE vendor will work with PRMP's OCM team to create an OCM Plan that defines the management framework, team structure, and communication strategy required to support the successful execution of PRMP's Process Reengineering initiative. The OCM Plan is fully described in **Appendix 1B: Deliverables Dictionary**.

The OCM plan will ensure alignment between PRMP's strategic goals and the reengineering project, establishing clear roles, responsibilities, and governance mechanisms to promote accountability, collaboration, and quality throughout the project lifecycle.

This plan will serve as a critical guide for managing both the strategic and operational dimensions of the initiative and facilitating a smooth implementation of the activities.

5.3.2 Phase Two – Discovery and Analysis

Following project initiation, the second phase of PRE services includes an evaluation of Change Readiness, "As-Is" Operational Processes, resulting in a comprehensive Diagnostic Report,

conducting process improvement workshops, and a “To-Be” Business Process Improvement Plan documenting strategies, methodologies, and recommended actions.

The Change Readiness Assessment, Diagnostic Report and Business Process Improvement Plan deliverables are fully described in **Appendix 1B: Deliverables Dictionary**.

5.3.2.1 Develop Change Readiness Analysis

The Change Readiness Assessment will evaluate PRMP’s organizational preparedness to adopt, implement, and sustain the upcoming process reengineering initiative. This assessment will provide a comprehensive analysis of the organization’s current-state, identify potential barriers to change, and highlight opportunities to strengthen stakeholder alignment, communication, and workforce readiness.

The assessment will serve as a foundational input to guide the development of targeted change management strategies, ensuring that PRMP’s teams and stakeholders are positioned for long-term success in the transformation effort.

5.3.2.2 Evaluate “As-Is” Operational Processes

The vendor should provide a full evaluation of “As-Is” state of operational processes in both the Medicaid local and central offices. Examining multiple office settings will create an opportunity for improving cross-functional collaboration to enhance the analysis of processes and workflows within Medicaid offices. The process assessment may include, but is not limited to, intake, eligibility renewal, documentation management, communications, and leveraging existing technology.

Upon evaluation of “As-Is” operational processes, the vendor will provide a full Diagnostic Report that features workflows and flowcharts mapping current processes and includes a comprehensive evaluation of the current-state of operational processes.

Evaluation areas for the “As-Is” state should include, at a minimum:

Evaluation of Medicaid Application Models

The beneficiary population applies for Medicaid using a variety of application models (in-person, mail, phone, and online). The PRE vendor should evaluate and analyze each of these models to find gaps, streamlined efficiencies, etc., to reduce duplication, and log inconsistencies.

Application Performance and Efficiency Analysis and Key Findings

Upon analysis of the PRMP application models, the vendor will provide an analysis of the findings, and recommendations improving accessibility and service quality for each application model.

Evaluation of Overall Productivity of Business Operations

In collaboration with PRMP, the vendor will identify current business operations to evaluate for overall productivity in local offices and the Central Office and note areas of

duplication or redundancy. This may include, but is not limited to the following evaluation of business operations:

- Workforce capacity, such as hiring and retention, training, evaluating skillsets and leveraging experienced staff, automation available, and internal communication processes regarding policy updates.
- Appointment scheduling, such as reviewing scheduling tools and methodology.
- Enrollee Contact Information, such as collecting and verifying enrollee contact information, entering and updating client addresses, returned mail processes, coordination with managed care plans or other partnerships, etc.
- Call center structure and queue set-up (call routing), performance metrics, communication options (phone, chat, email), call monitoring, etc.
- Renewal and redeterminations, which may include distribution and prioritization of renewals.

Analysis of Operations and Key Findings

Upon completing the Evaluation of Overall Productivity on Business Operations, the vendor will provide a full analysis and key findings. This written analysis should focus on productivity and operational functions critical to successful eligibility and enrollment activities and outcomes, delays in existing processes, customer service delivery, and areas of inefficiencies within the key operations.

Evaluation of Staff in Local and Central Offices

Eligibility workers within PRMP are the heart of Medicaid operations. The vendor will be responsible for evaluating roles and responsibilities across local and Central Office locations, job description alignment with job tasks and functions, staffing retention and capacity, and tools and technologies used to perform the daily work. Additionally, the vendor will be responsible for evaluating PRMP's service delivery methodology, the infrastructure of offices, and the tools and methods used by management to monitor and measure team performance and quality.

Analysis of Staff and Key Findings

Upon completing the Evaluation of Staff, the vendor will provide a full analysis and key findings. This written analysis should focus on the assessment and improvement opportunities across the areas of staffing capacity, skills, expertise, and communications in local offices and the Central Office.

5.3.2.2 Facilitate Process Improvement Workshops – Capturing The “To-Be” Operational Processes

After analysis of the current “As-Is” state of operational processes, the vendor will facilitate process improvement workshops with designated personnel from PRMP to analyze and critique “To-Be” business processes, and document recommendations. These workshops will be located throughout the Commonwealth and should include designated PRMP staff with varying roles and responsibilities who can provide input on the findings and recommendations of the vendor.

The recommended improvements will be analyzed, critiqued, and documented in a Business Process Improvement Plan.

The Business Process Improvement Plan should document strategies, methodologies, and recommended actions for the PRMP “To-Be” operational processes. Ideally, the plan will prioritize use of existing resources, operational efficiencies, strategies for reducing beneficiary wait times, and improving the customer service experience through increased accessibility.

5.3.3 Phase Three– Implementation

Implementation of the Business Improvement Plan launches the third phase of PRE services. These services include delivering a comprehensive Implementation Model that presents a clear, structured, and actionable plan for executing the recommended business process improvements and developing a Performance Measurement System that documents and establishes quality measurement and evaluation standards for new or reengineered processes.

The Implementation Model, and Performance Measurement System are described in **Appendix 1B: Deliverables Dictionary**.

5.3.3.1 Develop Implementation Model

The Implementation Model should provide a detailed plan for implementing Business Process Improvement activities first as an initial pilot in two regional offices, and then in an incremental rollout to the remaining regional offices. The vendor may want to include a phased roadmap for implementation rollout within the Implementation Model, including time to pilot business processes, measure performance, and refine processes prior to full implementation across all regional offices. Using the Implementation Model deliverable, the vendor will support PRMP in the implementation of the Business Process Improvement Plan and associated performance measurements.

5.3.3.2 Create Performance Measurement System

The vendor should document quality measurements and evaluation standards for business processes (especially changed or new processes) in a Performance Measurement System. The document should provide proposed metrics throughout implementation of key process stages and align with National Medicaid best practices, including alignment with CMS outcomes. The document should also include recommendations on tools for measuring operational efficiency.

5.3.2.3 Perform Organizational Change Management Activities

Implementing revised business processes involves not only technical and operational changes, but also a significant shift in how people work. OCM plays a critical role in confirming these changes are understood, embraced, and sustained by employees across PRMP. The vendor should provide a structured OCM approach for managing the people-side of change by focusing on readiness, communication, engagement, training, and long-term adoption. The approach should also include a plan for communicating with MCOs and ASes regarding business process

refinements. Additionally, training sessions should be conducted across local offices and the Central Office and be supported with instructional materials.

The vendor's OCM activities should be designed to support a smooth transition, minimize resistance, and maximize the value of the process changes by aligning people, culture, and behaviors with the new ways of working.

5.3.2.4 Implementation Rollout and Review of Business Processes – Pilot

In collaboration with PRMP, the vendor will conduct an initial implementation rollout of business processes and performance measurements to improve operational efficiency, standardize workflows, and enhance overall productivity in no fewer than two regions. During the implementation rollout, performance metrics should be tracked to assess the effectiveness of new processes, with the understanding that ongoing evaluations and refinement may be required to ensure continuous process improvement.

5.3.2.5 Implementation Rollout of Business Processes – Post-Pilot

Following the pilot (implementation, performance monitoring, refining of processes and updates to training), the vendor will implement the business processes and performance measurements incrementally across the rest of the regional offices and the Central Office.

5.3.4 Phase Four – Implementation Monitoring, Evaluation, Refinement, and Closeout

Phase Four of PRE vendor services include monitoring of the Commonwealth-wide implemented business processes, an Impact Evaluation assessing the effectiveness of the process changes, refining processes as needed (including training materials), and formal project closeout.

The Impact Evaluation and Closeout Management Plan deliverables are described in **Appendix 1B: Deliverables Dictionary**.

5.3.4.1 Monitor Performance

The vendor will provide services monitoring following implementation using the Performance Measurement System, feedback from staff and leadership, and system analytics to evaluate the effectiveness and adoption of the processes. The vendor will provide PRMP updates of process implementation in the Monthly Status Report and the Impact Evaluation Report.

5.3.4.2 Produce Impact Evaluation Report and Refinement

The vendor will produce an Impact Evaluation Report utilizing data gathered during the rollout. This report will provide a full evaluation of implementation outcomes, challenges, and detailed, actionable recommendations with particular attention given to optimizing workflows and addressing bottlenecks.

5.3.4.3 Refine Processes and Training

In collaboration with PRMP, the vendor will crosswalk the recommendations from the Impact Evaluation Report and determine where processes may need refined. As refinements are integrated, the vendor should update training materials and learning modules and be prepared to produce training refresher sessions and targeted support may be necessary to sustain process adoption.

5.3.4.4 Deliver PRE Services Closeout Management Plan

As processes stabilize, the vendor will commence with project closure activities which will be documented in the Closeout Management Plan. The Closeout Management Plan should include, but is not limited to, the following:

- Executive Summary – providing an overview of the implementation effort, summary of achieved objectives and current status of PRE services.
- Closeout Objectives – documenting lessons learned, completion of implementation activities, confirmation of successful transition to PRMP, and recommendations for future improvements.
- Performance Review – comparing planned vs. actual performance metrics, assessment of process adoption, and summary of issues encountered and resolutions applied.
- Refinement Activities – summarizing process adjustments post-implementation, workflow enhancements made based on monitoring, updates to supporting systems/tools, and providing final versions of process documentation.
- Training – review of initial training effectiveness, description of revised training strategies (refresher sessions, peer coaching, etc.), plan for ongoing training support, access and ownership transition of the training materials repository.
- Knowledge Transfer – featuring a final handover schedule that includes a transition plan to PRMP, identification of process owners and accountability structures, and documentation SOPs and support materials.
- Stakeholder Signoff – outlining the signoff process for key stakeholders confirming deliverables were completed, and approval of sustained operational readiness.
- Lessons Learned – summarizing project successes and improvements, stakeholder feedback and insights, and recommendations for future process initiatives.
- Administrative Closeout – archiving project documents, closure of contractual obligations, final Monthly Report issuance.
- All additional details as prescribed by the contract and PRMP

5.4 Required Terms and Conditions

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

- Scope of Service
- Contract Period
- Payment Terms

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

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

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

6 Proposal Evaluation

6.1 Evaluation Process

Proposals will be evaluated in two parts by a committee of five (5) or more individuals. Three (3) present members of the evaluation committee will constitute the necessary quorum to conduct the evaluation process. 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 6.6 Oral Presentations**.

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 vendor reaches the 70% applicable technical evaluation points, a secondary threshold of 65% will automatically be triggered. In the event that all vendors fail to meet the secondary threshold of 65%, the evaluation committee will recommend canceling the RFP or proceed with vendors that pass the mandatory screening.

The number of proposals that the evaluation committee moves 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 vendor that receives the highest overall point score of all eligible vendors 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.

6.2 Evaluation Criteria

Proposals will be evaluated based on criteria in the solicitation and information contained in the proposals submitted in response to the solicitation. Proposals will be initially screened to assess whether the proposal meets or exceeds the mandatory specifications listed in **Attachment E: Mandatory Specifications**. Proposals passing the initial review will then be eligible to be evaluated and scored across six (6) Global Criteria, with each receiving a percentage of the overall total (1,000) points. The technical evaluation will be based upon the point allocations designated below in Global Criteria 1 through 4 for a total of 850 of the 1,100 points. Cost represents 200 of the 1,100 total points. The scoring of oral presentations is up to an additional 50 points.

Table 3: Scoring Allocations

Scoring Area	Points Allocated
Mandatory Specifications	Pass/Fail
Technical Proposal	
• Global Criterion 1: Vendor Qualifications and Experience	150 Points Possible
• Global Criterion 2: Vendor Organization and Staffing	150 Points Possible
• Global Criterion 3: Approach to SOW and Outcomes	500 Points Possible
• Global Criterion 4: Initial Project Schedule	50 Points Possible
Technical Proposal Maximum Points	850 points
Global Criterion 5: Cost Proposal	200 Points Possible
Global Criterion 6: Oral Presentations	50 Points Possible
TOTAL POSSIBLE POINTS	1,100 Points

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

6.3 Clarifications and Corrections

If the 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 requirements 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

6.4 Failure to Meet Mandatory Specifications

Vendors 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.

6.5 Technical Proposal Opening and Evaluation

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

The evaluation committee may solicit the support of a technical committee throughout the proposal evaluation phase. The technical committee will be comprised of PRDoH resources who will be responsible for providing specific subject matter expertise to advise and support the evaluation committee with their responsibilities. The 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 7: Contract Award Process** for additional details.

6.6 Oral Presentation

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

During oral presentations, vendors may not alter or add to their submitted proposal but only clarify information. Oral presentations will be the opportunity for the vendor to demonstrate its capability to meet the requirements and goals of the RFP. Vendors 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 vendor 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® or Zoom.

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

PRMP Central Office
World Plaza Building 5th or 12th floor
268 Muñoz Rivera Avenue
San Juan, PR 00918

The vendor 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 vendor's presentation demonstrate extensive knowledge of managing the services required by the RFP?
2. Did the vendor's presentation demonstrate a clear understanding of the specifications of the RFP?
3. Did the vendor professionally present and manage their presentation, including time management?

4. Did the vendor 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 vendor's solution positive?

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

The vendors 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 vendors will be evaluated following the criteria established in Section 6.2 Evaluation Criteria of the RFP.

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

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

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

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

6.8 Reference Checks

PRMP may conduct reference checks to verify and validate the past performance of the vendor and its proposed subcontractors. Refer to Vendor References in **Attachment C: Vendor Qualifications and Experience** for the vendor reference criterion. See **Appendix 5: Procurement Library**, PL-001 for a ruling by the Puerto Rico Supreme Court regarding vendor and staff qualifications and other considerations. The provided decision in PL-001 clarifies that the experience of a company or corporation is not separate from the experience of the people who work for or are engaged by the company. If vendors propose key personnel that have been recently hired, for instance, if those key personnel have the appropriate length and breadth of experience, then that should be acceptable. Vendors may leverage their key personnel

experience as company experience as long as it meets the terms required by the RFP for references and experience. It will not affect how references are scored or their weight.

7 Contract Award Process

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

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

7.1 Clarifications

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

7.2 Negotiations

PRMP may elect to negotiate with one or multiple vendors prior to the Notice of Award by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. PRMP reserves the right to conduct multiple negotiation rounds or no negotiations at all. Additionally, PRMP may conduct target pricing and other goods-or-services-level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual vendor pricing. During target price negotiations, vendors are not obligated to reduce their pricing to target prices, but no vendor is permitted to increase prices.

7.3 Failure to Negotiate

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

7.4 Evaluation Committee

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 vendor. If the PRMP Executive Director determines that PRMP is going to award the contract to a vendor other than the one receiving the highest evaluation process score, then the Executive Director will provide written justification and obtain the written approval of the PRDoH secretary.

7.5 Notice of Award

After identification of the vendor, PRMP will issue a Notice of Award, identifying the apparent best-ranked response and making the RFP files available for public inspection following the Contract Signature and Distribution date. The Notice of Award shall not create rights, interests, or claims of entitlement in either the apparent best-ranked vendor or any other vendor.

The vendor identified as offering the apparent best-ranked response must sign a contract drawn by PRMP pursuant to this RFP. The contract shall be similar to that detailed within **Appendix 4A: Proforma Contract Draft**. The vendor must sign the contract by the contract signature deadline detailed in **Section 1.3: RFP Timeline**. If the vendor fails to execute the signed contract by this deadline, PRMP may determine that the vendor is non-responsive to this RFP and reject the response.

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

7.6 Administrative and Judicial Review Process

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

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

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

Submissions must be made as follows:

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

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

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

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

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

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

The mere presentation of a motion for reconsideration or request for judicial review does not have the effect of preventing the 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 this Award Notification that decides to file a motion for reconsideration according to 3 L.P.R.A. § 9655 and eventually files a request for judicial review according to 3 L.P.R.A. § 9672, must comply with a Notice Requirement meaning that they have the obligation to inform other participating parties to ensure transparency, fairness, and due process.

7.8 Contract Approval and Contract Payments

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

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

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

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

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

7.9 Performance

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

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

Time is of the essence with respect to the vendor's performance of this contract. The vendor 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 vendor should consistently meet or exceed performance specifications classified as SLAs between the vendor and PRMP. Vendor performance is subject to specific requirements identified in **Appendix 2: SLAs and Performance Standards**, which contains expectations related to SLAs and implications of meeting versus failing to meet the SLAs, as applicable. In addition, **Appendix 2: SLAs and Performance Standards** contains the minimum service levels required for the duration of the contract.

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

The vendor 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.

7.10 Travel

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

7.11 Facilities Access

PRMP will not provide on-site office space dedicated to the PRE vendor. The vendor will be responsible for coordinating on-site accommodations. PRMP will coordinate and/or provide access to the offices in which the PRE vendor needs to conduct their work. Additionally, when meetings are required between the PRE vendor and PRMP stakeholders, PRMP will provide the necessary conference room to facilitate such meetings.



Attachments

Attachment A: Cost Proposal Instructions

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

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

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

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

Table 4: Cost Proposal Worksheet Tabs

Worksheet Tab	Description
1. Instructions	Instructions for completing the Cost Workbook in accordance with the RFP.
2. Cost Summary	<ul style="list-style-type: none"> Total Cost Summary is the worksheet that summarizes total proposed costs. There are no fields for vendor completion in this table. Vendors are to enter only the number of months allocated to the PRE Services (18 months). No other components in this table may be changed or formatted by the vendor.
3. Labor Rates	Worksheet for vendor to itemize hourly rate structures for proposed project staff.
4. Project Deliverables	Worksheet describing project deliverables associated with each payment milestone.
5. PRE Services	Worksheet for vendor to itemize project hours by resource for evaluations and accompanying analysis, not including project deliverables support.
6. Cost Assumptions	Worksheet for vendor to itemize all assumptions upon which its pricing is dependent.

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

The cost proposal should be built assuming an eighteen (18) month contract duration. PRMP will not be liable for or pay any project costs that the vendor does not identify in its cost proposal. The cost proposal should not include exceptions and additional terms and conditions. However, vendors are encouraged to include assumptions regarding the vendor's cost proposal in the Assumptions tab in **Attachment A: Cost Proposal**.

Payment Methodology

The following sub-sections details how payments will be invoiced and managed for all contract phases:

a. Term – 18 months

The vendor will submit invoices throughout the duration of the contract. As deliverable payment milestones are completed, the vendor will be allowed to invoice for the full dollar amount associated with that payment milestone.

Payment Milestone 1: PRMP acceptance of D01 – D07

Payment Milestone 2: PRMP acceptance of D08 – D12

b. Modifications and Enhancements Pool Hours

The vendor will perform modifications and enhancements as per the vendor's submitted and PRMP-approved Change Management Plan and upon written approval from PRMP. Anticipated changes are not guaranteed. PRMP reserves the right to add or remove scope from the change management activities.

1. PRMP will use the "Labor Rates" the vendor supplied in Attachment A: Cost Proposal as a rate card for change requests using the Modifications and Enhancements Pool.
2. PRMP defines modifications to include, but not be limited to, change arising from normal business operations, changes in business rules, and changes to processes and procedures. Modifications are to occur ongoing throughout all project/contract phases and will be implemented upon PRMP approval.
3. PRMP has included a 750 hour budget for contract modifications and/or enhancement activities that will be used as part of the scoring and evaluation process. The actual hours needed may be different and the budgeted hours are not guaranteed to-be used. Only those hours approved in writing by PRMP as part of the change management process shall be allowed to-be submitted as part of the invoice process.

The evaluation committee will evaluate cost proposal scores based on the total price for the full contract term of eighteen (18) months.

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

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

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

Title Page

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

Cover Letter

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

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

Authorized Vendor Representative

Name	_____	Phone	_____
Address	_____	Fax	_____
	_____	Email	_____

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

In addition to providing an original signature following the Disclosure of Response Contents in this section, failure to sign the Submission Cover Sheet or signing it with a false statement shall void the submitted response or any resulting contracts.

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

Name (Typed or Printed)	_____
Title	_____

Company Name

Physical Address

State/Territory of Incorporation

By signature hereon, the vendor certifies that:

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

Table of Contents

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

<Response>

Vendor Information

The vendor should complete the following information in the sub-sections below:

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

Payment Address

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

Table 5: Payment Information

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

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

Legal Notice Address

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

Table 6: Legal Notice Info

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

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

Executive Summary

This section should be a brief (one- to three-page) summary of the key aspects of the vendor's technical proposal. The executive summary should include an overview of the vendor's qualifications; approach to delivering the services described in the RFP; time frame for delivering the services; the proposed team; and the key advantage(s) of the vendor's proposal to PRMP.

<Response>

Subcontractor Letters (If Applicable)

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

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

<Response>

Disclosure of Response Contents

All vendors selected for negotiation by PRMP will be given equivalent information concerning cost negotiations. All cost negotiations will be documented for the procurement file.

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

A redacted proposal should be provided separately from the technical and cost envelopes and should be in addition to (not in place of) the actual technical or cost proposal. Redacted copies

should be in a separate envelope from the unredacted copies. The redacted copies (technical and cost) can be in the same envelope. PRMP will keep all response information confidential, including both technical and cost information, during the evaluation process, except for the questions and answers before the submittal of proposals.

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

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

(Company)

(Authorized Representative Name, Title)

(Contact Phone/Fax Number)

(Authorized Representative Signature)

Attachment C: Vendor Qualifications and Experience

This section of the vendor's technical proposal should include details of the vendor and subcontractor overview. The vendor's technical proposal should include organizational overview, corporate background, vendor's experience in the public sector, and certifications. See **Appendix 5: Procurement Library**, PL-001 for a ruling by the Puerto Rico Supreme Court regarding vendor and staff qualifications and other considerations

Organizational Overview

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

Table 7: Vendor Overview

Vendor Overview	
Company Name	<Response>
Name of Parent Company (If Applicable)	<Response>
Industry (North American Industry Classification System [NAICS])	<Response>
Type of Legal Entity	<Response>
Company Ownership (for example, Private/Public, Joint Venture)	<Response>
Number of Full-Time Employees	<Response>
Last Fiscal Year Company Revenue	<Response>
Last Fiscal Year Company Net Income	<Response>
Percentage of Revenue from State and Local Government Clients in the United States and its Territories	<Response>
Number of Years in Business	<Response>
Number of Years Vendor Has Been Providing the Type of Services Specified in the RFP	<Response>
Number of Employees Providing the Type of Services Specified in the RFP	<Response>
Headquarters in the United States and its Territories	<Response>
Locations in the United States and its Territories	<Response>

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

Subcontractor Overview (If Applicable)

If the proposal includes the use of subcontractor(s), provide all relevant information regarding each subcontractor. This section may be duplicated in its entirety and a page created per subcontractor included. The vendor is not to change any of the prefilled cells in the following table.

Table 8: Subcontractor Overview

Subcontractor Overview	
Company Name	<Response>
Name of Parent Company (If Applicable)	<Response>
Industry – NAICS	<Response>
Type of Legal Entity	<Response>
Company Ownership (for example, Private/Public, Joint Venture)	<Response>
Number of Full-Time Employees	<Response>
Last Fiscal Year Company Revenue	<Response>
Last Fiscal Year Company Net Income	<Response>
Percentage of Revenue from State and Local Government Clients in the United States and its Territories	<Response>
Number of Years in Business	<Response>
Number of Years Vendor Has Been Providing the Type of Services Specified in the RFP	<Response>
Number of Employees Providing the Type of Services Specified in the RFP	<Response>
Headquarters in the United States and its Territories	<Response>
Locations in the United States and its Territories	<Response>

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

Existing Business Relationships with Puerto Rico

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

<Response>

Business Disputes

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

<Response>

Attestation of Compliance with CFR 45.75.328, Paragraph A

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

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

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

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

Printed Name of Authorized Personnel

Signature of Authorized Personnel

Date

Disclosure of Lobbying Activities

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

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

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

1. General Lobbying Attestation:

- Has your company leveraged 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-PRE-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:
 - Name and Title of Individual Performing Lobbying Activities:
 - Lobbying ID/Registration Number (if applicable):
 - Contact Information:
 - Summary of Lobbying Activities:
 1. Entity/Individual being lobbied:
 2. Date range of applicable lobbying activities:
 3. Description of lobbying activities:

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

Printed Name of Authorized Personnel

Signature of Authorized Personnel

Date

References

The vendor must provide references for similar services provided in the past. PRMP may conduct reference checks to verify and validate the past performance of the vendor and its proposed subcontractors. PRMP prefers vendors who provide references specifically related to taking over a Medicaid IT solution that is already in production.

Vendor (Prime) References Form

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

The vendor should include a project description, contract dates, and contact information (customer points of contact, addresses, telephone numbers, and email addresses). The vendor should explain whether it performed the work as a prime contractor or as a subcontractor.

The vendor is not to change any of the prefilled cells in the following tables. The vendor may add additional reference tables as necessary.

Table 9: Vendor References

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

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

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

Subcontractor References (If Applicable)

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

Table 10: Subcontractor References

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

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



Subcontractor Information

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

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

Attachment D: Vendor Organization and Staffing

This section will provide instructions to vendors to submit their approach to staffing for the PRE contract using **Attachment D: Vendor Organization and Staffing**. See **Appendix 5: Procurement Library**, PL-001 for a ruling by the Puerto Rico Supreme Court regarding vendor and staff qualifications and other considerations.

Instructions

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

This RFP's scope of work requires support from vendor staff who are able to read, write, and speak Spanish, as spoken in Puerto Rico.

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

Initial Staffing Plan

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

- All applicable key staff required by PRMP, plus any additional staff (key and non-key) as determined by the vendor to-be necessary to support the work proposed under this RFP.
- A description of the vendor's proposed team that exhibits the vendor's ability to provide knowledgeable, skilled, and experienced personnel to accomplish the SOW as described in this RFP.
- Organization charts for the operation showing both the vendor staff and their relationship to PRMP staff that will be required for the delivery of all necessary PRE support.
 - The organization chart should denote all key staff and non-key positions with a summary of each key staff's responsibilities.
 - The organization chart should denote all staff (key and non-key) who are fluent in Spanish, as spoken in Puerto Rico.
- Identification of subcontractor staff, if applicable.
- Detailed explanation of how the prime vendor will manage any subcontractor partnership including, but not limited to, the performance standards in place between the prime vendor and subcontractor, if applicable.

<Response>

Use of PRMP Staff

Describe the business and technical resources the vendor 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 vendor should address the following:

- The key PRMP roles necessary to support project deliverables and SOW.
- The nature and extent of PRMP support required in terms of staff roles and percentage of time available.
- The required assistance from PRMP staff and the experience and qualification levels of required staffing.

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

<Response>

Key Staff Resumes and References

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

- Account Manager
- Program Manager
- Business Process Reengineering Lead
- Field Representative Lead and Contact Center Oversight
- Organizational Change Management Lead
- Advisory Services Training and Outreach Lead
- Regulatory Compliance and Policy Lead
- Business Process SME

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

<Response>

Key Staff Resumes

PRMP considers the key staff resumes as an indicator of the vendor's understanding of the skillsets required for each staffing area and the vendor's ability to perform them. Key personnel

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

Table 11: Proposed Key Staff and Roles

Name	Proposed Role	Years of Experience in Proposed Role

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

Key Staff References

The vendor should provide two (2) references for each proposed key staff. The reference should be able to confirm that the staff has successfully demonstrated tasks commensurate to the tasks they will perform in alignment with this RFP and the resulting contract.

The name of the person to-be contacted, phone number, client name, address, a brief description of work, and date (month and year) of employment should be given for each reference. These references should be able to attest to the candidate's specific qualifications. The reference given should be a person within a client's organization and not a coworker or a contact within the vendor's organization. PRMP may contact one or more of the references given, and the reference should be aware that PRMP may contact them for this purpose. Vendors may include PRMP as a reference for key staff; however, PRMP prefers vendors to provide key staff references from other states/clients.

Vendors should use the format provided in **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:	

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

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

Attachment E: Mandatory Specifications

This section provides instructions to vendors to respond to mandatory specifications.

Instructions

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

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

Submission Requirements

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

- **Section 1.3 RFP Timeline**
- **Section 4.11 Proposal Submittal and Instructions**
- Attachments:
 - **Attachment A: Cost Proposal Instructions**
 - **Attachment B: Title Page, Vendor Information, Executive Summary, Subcontractor Letters, and Table of Contents**
 - **Attachment C: Vendor Qualifications and Experience**
 - **Attachment D: Vendor Organization and Staffing**
 - **Attachment E: Mandatory Specifications**
 - **Attachment F: Outcome Traceability Matrix Instructions**
 - **Attachment G: Response to SOW**
 - **Attachment H: Initial Project Schedule Instructions**
 - **Attachment I: Terms and Conditions Response**
- Appendices:
 - **Appendix 1A: Deliverable Review Process**
 - **Appendix 1B: Deliverables Dictionary**
 - **Appendix 2: SLAs and Performance Standards**
 - **Appendix 3: Key Staff Qualifications, Experience, and Responsibilities**
 - **Appendix 4A: Proforma Draft Contract**

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

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

Mandatory Requirements

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

Table 13: Mandatory Requirements

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement
1. The vendor must provide the right of access to systems, facilities, data, and documentation to PRMP or its designee to conduct audits and inspections as is necessary.	<Y/N?>	<Response>
2. The vendor must support PRMP's requests for information in response to activities including, but not limited to: <ul style="list-style-type: none"> • Compliance audits • Investigations • Legislative requests 	<Y/N?>	<Response>
3. The vendor must provide authorization from a parent, affiliate, or subsidiary organization for PRMP to have access to its records if such a relationship exists that impacts the vendor's performance under the proposed contract.	<Y/N?>	<Response>
4. The vendor must 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 vendor must provide increased staffing levels if requirements, timelines, quality, or other standards are not being met, based solely on the discretion of and without	<Y/N?>	<Response>



Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement
additional cost to PRMP. In making this determination, PRMP will evaluate whether the vendor is meeting service levels as defined in the contract.		
6. The vendor must provide evidence that staff have completed and signed all necessary forms prior to executing work for the contract.	<Y/N?>	<Response>
7. The vendor staff must not have the capability to access, edit, and share personal data with unauthorized staff, including, but not limited to: <ul style="list-style-type: none"> Protected Health Information (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 vendor must comply with current and future Commonwealth and federal regulations as necessary to support the services outlined in this RFP.	<Y/N?>	<Response>
9. The vendor must perform according to agreed upon SLAs and associated metrics based on Appendix 2: SLAs and Performance Standards. Note: SLAs will be negotiated/agreed upon between PRMP and the vendor.	<Y/N?>	<Response>
10. The vendor must provide a drug-free workplace, and individuals must not engage in the unlawful manufacture, distribution, dispensation, possession, abuse, or use of a controlled substance in the performance of the contract. (Drug-Free Workplace Act of 1988)	<Y/N?>	<Response>
11. The vendor must perform all work associated with this contract within the continental United States (U.S.) or U.S. Territories.	<Y/N?>	<Response>
12. The vendor must comply with federal Executive Order 11246 related to Equal Employment Opportunity Act, the Clean Air Act, and the Clean Water Act.	<Y/N?>	<Response>
13. The vendor must 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)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement
<p>14. On a monthly basis the vendor must, at a minimum, include the standard invoice package contents for PRMP, including, but not limited to:</p> <ul style="list-style-type: none"> • An authorized representative of the contracted party must sign an itemized description of services rendered for the invoice period. Additionally, the vendor must include a written certification stating that no officer or employee of PRMP, its subsidiaries, or affiliates will derive or obtain any benefit or profit of any kind from this vendor's contract. Invoices that do not include this certification will not be paid. • A list of all services completed within an invoice period, as well as evidence that PRMP has accepted and approved the work. • Three (3) physical and one (1) electronic invoice package in support of PRMP's review and approval of each invoice. <ul style="list-style-type: none"> ○ Invoice Package #1: Original invoice with original signature ○ Invoice Package #2: Hard copy duplicate of Invoice Package #1 ○ Invoice Package #3: Hard copy duplicate of Invoice Package #1 ○ Invoice Package #4: Electronic copy of Invoice Package #1 	<Y/N?>	<Response>
<p>15. The vendor must agree that PRMP retains ownership of all data, procedures, applications, licenses, and materials procured or developed during the contract period, in accordance with the CEF and 42 CFR § 433.112.</p>	<Y/N?>	<Response>
<p>16. The vendor must produce training materials and external-facing deliverables in both English and Spanish (as spoken in Puerto Rico). The vendor 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>

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

Mandatory Qualifications

The vendor must complete this section to demonstrate it has the experience needed to meet the requirements in this RFP. The table below lists each mandatory qualification. The vendor must

note whether it meets the qualification and provide narrative demonstrating fulfillment of the requirement. See **Appendix 5: Procurement Library**, PL-001 for a ruling by the Puerto Rico Supreme Court regarding vendor and staff qualifications and other considerations

Table 14: Mandatory Qualifications

Mandatory Qualification Item(s)	Vendor Meets Qualification? Y/N	Provide a Brief Narrative to Demonstrate Fulfillment of Requirement
The vendor must have at least five (5) years of experience in process reengineering support of similar size, scope, and complexity as described in this RFP.	<Y/N?>	<Response>
The vendor must include at least two (2) references from projects performed within the last seven (7) years that demonstrate the vendor's ability to perform the SOW described in this RFP.	<Y/N?>	<Response>
The vendor must include references from two (2) different projects/clients that provide details on the vendor's experience implementing process reengineering activities.	<Y/N?>	<Response>

See **Appendix 5: Procurement Library**, PL-001 for a ruling by the Puerto Rico Supreme Court regarding vendor and staff qualifications and other considerations.

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

 (Company)

 (Authorized Representative Name, Title)

 (Signature)

 (Contact Phone/Fax Number)

 (Date)

Attachment F: Outcome Traceability Matrix Instructions

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

Instructions

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

Vendor's Disposition values are outlined below:

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

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

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

Attachment G: Response to SOW

General Instructions

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

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

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

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

Narrative Response

Vendors are expected to provide a narrative response detailing how they can meet or exceed PRMP's specifications for vendor responsibilities, as detailed throughout this RFP. PRMP expects vendors to incorporate detailed responses to the sections and bullets listed below, including applicable references and approaches from industry standards and best practices.

The text response to each section must be fourteen (14) pages or less in 11-point font, single spaced, with each response beginning on its own page with the associated section's reference on the top of the page. The vendor may also add up to two (2) pages of images or diagrams for each response. Responses beyond fourteen (14) pages of text and sixteen (20 total pages including images and diagrams will not be reviewed.

Phase One – Project Initiation

- Conduct Project Initiation
- Implement Project Management Framework
- Plan Organizational Change Management (OCM)

<Response>

Phase Two – Discovery and Analysis

- Develop Change Readiness Analysis
- Evaluate "As-Is" Operational Processes
- Facilitate Process Improvement Workshops – Capturing The "To-Be" Operational Processes

<Response>

Phase Three – Implementation

- Develop Implementation Model



- Create Performance Measurement System
- Perform Organizational Change Management Activities
- Implementation Rollout of Business Processes

<Response>

Phase Four – Implementation Monitoring, Evaluation, Refinement, and Closeout

- Monitor Performance
- Produce Impact Evaluation Report and Refinement
- Refine Processes and Training
- Deliver PRE Services Closeout Management Plan

<Response>



Attachment H: Initial Project Schedule

This attachment provides the instructions to vendors for including their Initial Project Schedule as part of their PRE proposal.

Instructions

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

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

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

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

While PRMP is interested in achieving the process reengineering as soon as possible, vendors are expected to create an Initial Project Schedule that reasonably balances the critical project tasks, dependencies, and other items as listed above. Vendors must align their proposed WBS with the firm 18-month project timeline, demonstrating a clear, realistic path from project initiation to completion within the specified deadline.

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



Attachment I: Terms and Conditions Response

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

Title Page

The vendor should review **Attachment I: Terms and Conditions Response**, signing each provided signature block in order to note the vendor's acknowledgment and intent of compliance. The vendor should identify any exceptions to the Terms and Conditions. If exceptions are not noted in **Attachment 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 PRE RFP Terms and Conditions consist of provisions throughout this RFP. Moreover, these provisions encapsulate instructions, Commonwealth, and federal procedures, and PRMP's expectations of the vendor when submitting a proposal. The vendor should understand and strictly adhere to the RFP Terms and Conditions. Failure to follow any instructions within this RFP may, at PRMP's sole discretion, result in the disqualification of the vendor's proposal.

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

Printed Name of Authorized Personnel

Signature of Authorized Personnel

Date

Customary Terms and Conditions

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

- **Appendix 2: SLAs and Performance Standards**
- **Appendix 4A: Proforma Contract Draft** (inclusive of Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement)

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



Printed Name of Authorized Personnel

Signature of Authorized Personnel

Date

Terms and Conditions Exceptions

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

If the vendor is taking exceptions to any PRMP Terms and Conditions, then the vendor should write "Taking Exceptions" on the line below and should follow the instructions for taking exceptions, as listed in **Attachment I: 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. Proposers must provide its affirmative acceptance of these items to move forward with consideration under this RFP.

- The awarded vendor must be registered with the "Registro Único de Proveedores de Servicios Profesionales" (RUP) from the Puerto Rico General Services Administration (ASG) and with the Puerto Rico Treasury Department (Hacienda) for the collection of sales and use tax (Impuesto sobre Ventas y Uso [IVU]) as a provider (if applicable) in the Sistema Unificado de Rentas Internas (SURI). PRMP will not award a contract unless the vendor provides proof of such registration or provides documentation from the Puerto Rico Treasury Department that the vendor is exempt from this registration requirement in the SURI system. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For more information, refer to the Puerto Rico Treasury Department's web site <http://www.hacienda.pr.gov>



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

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

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

Printed Name of Authorized Personnel

Signature of Authorized Personnel

Date

Commercial Materials

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

<Response>

Exceptions

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



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

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

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

The vendor may add additional tables, as appropriate.

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

Table 15: Exception #1

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

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

Table 16: Exception #2

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

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

Appendices

Appendix 1A: Deliverable Review Process

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

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

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

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

Deliverable Review Process

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

Deliverable Expectation Document (DED)

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

The DED must include, but not be limited to:

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

- Deliverable acceptance criteria

Prior to drafting the deliverable, the vendor must submit a DED to PRMP for its review and/or approval. During the deliverable review process, PRMP project team will review the deliverable to determine whether it meets all requirements as agreed upon and defined in the DED. Before submitting a deliverable, the vendor must schedule a deliverable walkthrough with PRMP project team to provide a high-level review of the deliverable. Plans for scheduling deliverable walkthroughs should be integrated into Deliverable #D07: Project Schedule.

Initial Deliverable Submission

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

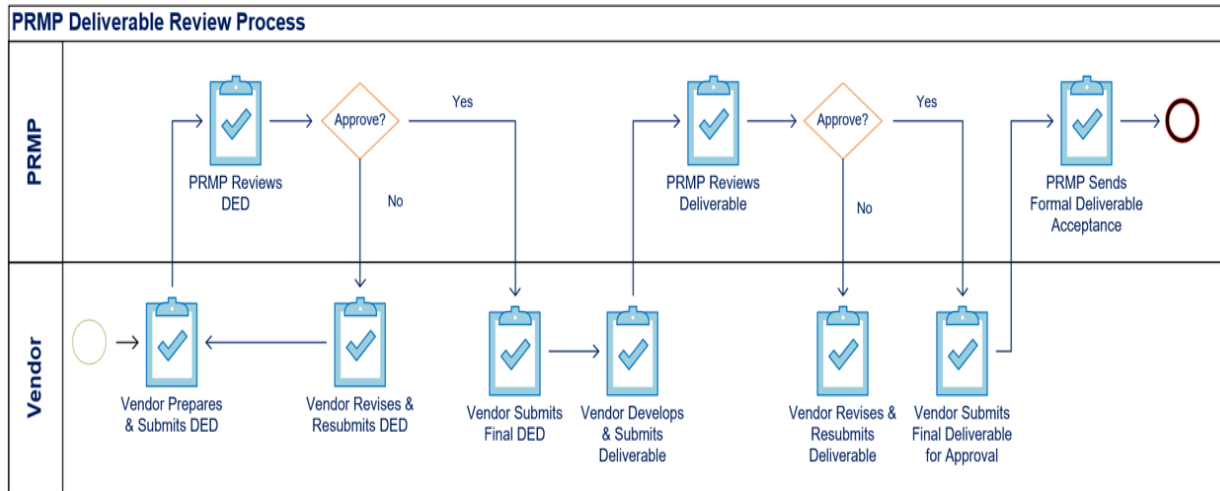
If any portion of the deliverable is unacceptable, PRMP will outline in the notification the reason(s) for returning the deliverable. The vendor will have five (5) business days from the date of return by PRMP to correct any deficiencies and resubmit the deliverable to PRMP. PRMP will have an additional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

Second Deliverable Submission

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

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

Figure 1: DED and Deliverable Review Process



Appendix 1B: Deliverables Dictionary

Deliverables Dictionary Overview

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

The vendor should be prepared to collaborate with PRMP, other Commonwealth government entities, other vendors, and stakeholders as directed by PRMP on the development, submission, and (at times) approval of deliverables. Upon PRMP's request, the vendor must be able to produce deliverables and other documentation in both English and Spanish (as spoken in Puerto Rico). PRMP's expectation is that training materials and outward facing deliverables will be produced in both English and Spanish (as spoken in Puerto Rico); all other deliverables will be produced in English, unless otherwise noted by PRMP.

Table 17: Project Phase and Deliverable Payment Milestones

Project Phase and Deliverable Payment Milestone	Description
Milestone #1: Project Initiation	Milestone #1 of the project includes deliverables and associated activities for PRE project initiation. This phase includes updating the 30-60-90 Day Plan, the Project Schedule, Kickoff Meeting Materials, and development and delivery of the Project Management Plan, Organizational Change Management Plan, and a template for the Monthly Status Report the vendor will supply to PRMP each month
Payment Milestone #2: Discovery and Analysis	Milestone #2 of the project includes an evaluation of Change Readiness, "As-Is" Operational Processes, resulting in a comprehensive Diagnostic Report, conducting process improvement workshops, and a "To-Be" Business Process Improvement Plan documenting strategies, methodologies, and recommended actions.
Payment Milestone #3: Implementation	Milestone #3 of the project launches the implementation of the Business Improvement Plan. These services include delivering a comprehensive Implementation Model that presents a clear, structured, and actionable plan for executing the recommended business process improvements, and a Performance Measurement System that documents and establishes quality measurement and evaluation standards for new or reengineered processes. Finally, the vendor will provide an Impact Evaluation that assesses the effectiveness of the implemented process changes.
Payment Milestone #4:	Milestone #4 of the project includes monitoring of implemented business processes, an Impact Evaluation that assesses the effectiveness of the process changes, refining processes as needed (including training materials), and formal project closeout.

Project Phase and Deliverable Payment Milestone	Description
Implementation Monitoring, Evaluation, Refinement, and Closeout	

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Deliverables Dictionary Inventory

Table 18: Deliverables Dictionary Summary below summarizes the deliverables included in the Deliverables Dictionary, organized by Payment Milestones. The term “as agreed upon between PRMP and the vendor” initially refers to the deliverable submission and review process included in the PRMP-approved Project Schedule.

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

Recurring Deliverables

All deliverables will be developed and submitted at least once, while some will be submitted multiple times either due to their recurring cadence, like the Monthly Status Report, or due to requirements set forth within this RFP and the resulting contract.

Deliverables marked with (*) in **Table 18: Deliverables Dictionary Summary** require an initial delivery within Phase 1 and throughout Phases 2 - 4.

Table 18: Deliverables Dictionary Summary

ID	Payment Milestone	Deliverable Name	Delivery Cadence
D1	Payment Milestone 1: Project Initiation	30-60-90 Day Plan	Initially submitted with vendor proposal Updated within fifteen (15) calendar days after contract execution.
D2		Kickoff Meeting Materials	Within ten (10) calendar days after contract execution,
D3		*Monthly Status Report	No later than the tenth calendar day of the month for the prior month's performance.
D4		*Project Schedule	The Initial Project Schedule will be submitted in the vendor's response to the RFP. The revised Project Schedule is due within fifteen (15) calendar days of contract execution. Schedule updates are submitted monthly during the duration on the term.
D5		Project Management Plan	Within thirty (30) calendar days after contract execution.
D6		Organizational Change Management Plan	As agreed upon between PRMP and the vendor.
D7	Payment Milestone 2: Discovery and Analysis	Change Readiness Assessment	As agreed upon between PRMP and the vendor.
D8		Diagnostic Report	As agreed upon between PRMP and the vendor.
D9		Business Process Improvement Plan	As agreed upon between PRMP and the vendor.
D10	Payment Milestone 3: Implementation	Implementation Model	As agreed upon between PRMP and the vendor.
D11		Performance Measurement System	As agreed upon between PRMP and the vendor.
D12	Payment Milestone 4: Implementation Monitoring, Evaluation, Refinement, and Closeout	Impact Evaluation Report	As agreed upon between PRMP and the vendor.
D13		Training Materials	As agreed upon between PRMP and the vendor.
D14		PRE Services Closeout Management Plan	Six (6) months before the end of the contract.

ID	Payment Milestone	Deliverable Name	Delivery Cadence
D3	Recurring Deliverables	Monthly Status Report	No later than the tenth calendar day of the month for the prior month's performance.
D4		Project Schedule	To-be updated once per month

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D01: 30-60-90 Day Plan

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

D02: Kickoff Meeting Materials

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

Kickoff meeting materials are due within ten (10) calendar days after the contract execution. As part of the kickoff meeting materials, the vendor is expected to develop and deliver a kickoff meeting presentation and any other supporting artifacts necessary to support the facilitation of the kickoff meeting.

The kickoff meeting materials should include information such as:

- Summary of project scope
- Overview of proposed approach toward fulfillment of project scope
- Introduction to the vendor's proposed team
- Introduction key staff
- Anticipated high-level project timeline
- Approach to integration between all relevant project stakeholders
- Anticipated meetings with key project stakeholders including detail such as audience, frequency, and topics of focus for discussion
- Detailed overview of initial focus for the first three months
- Other information as necessary to support project execution and expedited project

D03: Monthly Status Report

The vendor will produce a status report that summarizes the status of and forecast for implementation and operational activities, including executive summaries for presentation to PRMP. The vendor should work with the project management vendor, when applicable, to create and submit the report.

The Monthly Status Report is due on the tenth day of the month for the prior month's performance. The report includes, but is not limited to, the following content:

General Status Updates

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

Schedule Updates

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

Risks and Issues Register

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

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

Change Requests

The vendor should include a section identifying the status of all outstanding change requests and resulting change orders, including those closed since the last report. The report will include the original request date, planned completion date, priority, status, and actual completion date.

Outcomes Compliance

The vendor should report on progress toward and compliance with project outcomes, as specified in Attachment F. Outcomes Traceability Matrix (OTM). The vendor should provide updated data traceable to the outcomes and associated measures included in the OTM.

Non-compliance with outcomes and SLAs will be reported as part of the vendor's SLA Report described in the next section.

SLA Report

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

- SLA number, name, and description
- KPI description and threshold
- Evidence of vendor's compliance with SLAs/KPIs
- Cost associated with non-compliance of each SLA
- Total cost deducted from the monthly invoice due to SLA non-compliance

Note: The SLA Report should also accompany each submitted invoice.

SLA CAPs

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

- Date the vendor became non-compliant with SLAs
- Details explaining reason(s) for the lack of compliance with SLAs
- Expected timeline for corrective action to comply with SLAs
- Progress toward compliance with SLAs
- Date the vendor became compliant with SLAs
- Triggered Contract Remedies, as defined in Appendix 2: SLAs and Performance Standards. This report will provide the details necessary to support PRMP's review and approval of each invoice

Although the vendor is only expected to produce a Monthly Status Report, the vendor is expected to provide sufficient detail to PRMP and supporting stakeholders on an ongoing basis such that they can understand project status as well as the PRE support vendor needs and responsibilities.

D04: Project Schedule

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

The Initial Project Schedule will be given in the vendor's response to the RFP. The revised Project Schedule is due within fifteen (15) calendar days from contract execution. Schedule updates are submitted weekly month. The Project Schedule will be baselined upon initial approval of this deliverable by PRMP. At minimum, the Project Schedule should be updated weekly and delivered electronically in Microsoft Project® and PDF format. Each Project Schedule submission should be accompanied by a document that details any changes made to the Project Schedule since the prior submitted version.

D05: Project Management Plan

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

The vendor will follow project management methodologies consistent with PRMP guidelines, and the PMBOK® Guide.

The initial Project Management Plan is due within thirty (30) calendar days from the contract execution date. The vendor must maintain the Project Management Plan as needed to reflect changes in any of the plan's components throughout the duration of the contract. The Project Management Plan is submitted for PRMP approval annually.

The Project Management Plan, at a minimum, will include the following components:

Communication Management Plan

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

The Communication Management Plan is used to define stakeholder groups, outline key messages and communication methods, and identify outreach and engagement activities to achieve intended communication objectives.

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

- Communication vehicles, participants, and schedules (including, but not limited to, standing project meetings, purpose, audience, frequency)
- Stakeholder inventory, maintenance of contact list, messaging preferences, and frequency of communication
- Required project communications, resolution approaches, and techniques to address stakeholder engagements

- Approach and processes related to management of action items including, but not limited to:
 - Documentation of action items
 - Location where action items will be recorded and stored
 - Communication and follow-up approaches for action items

Documentation Management Plan

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

The Documentation Management Plan describes how project documentation will be managed and should include, but not be limited to, the following content:

- Document types, including, but not limited to, deliverables, DEDs, acceptance criteria, meeting materials, artifacts, operations manuals, training materials, and user guides
- Use, access, and management of document repositories
- Approach to document management and version control of all project and operational documentation

Quality Management Plan

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

The Quality Management Plan defines the acceptable level of quality as defined by PRMP and describes ongoing quality management during operations. The Quality Management Plan describes how the project will meet the quality standards in its deliverables and project work processes. The Quality Management Plan should focus on two different areas of quality activities, specifically quality assurance (QA) and quality control (QC). For the purposes of this RFP, QA and QC activities are defined as:

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

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

- Defined QA approach and responsibilities
- Detailed definition of all deliverables by Deliverable Payment milestones with the associated acceptance criteria
- Defined deliverable review and approval process (including touchpoints with project management vendor, PRMP, and other key project stakeholders)
- Disciplined deliverable review process, including time allotted for PRMP review and vendor remediation based on reviewer comments

- Regularly scheduled reviews of key project phases and milestones

Risk and Issue Management Plan

The vendor should submit the Risk and Issue Management Plan as part of the Project Management Plan.

The Risk and Issue Management Plan is a document detailing the process used for identifying, tracking, managing, mitigating, and resolving risks and issues that could have an impact on the success of the project. The Risk and Issue Management Plan should be developed in accordance with PRMP's project management methodology.

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

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

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

- Catalog all risks and issues
- Allow users to self-report and categorize risks and issues
- Notify PRMP of each occurrence within the time frame defined by PRMP
- Submit an Incident Report for each occurrence that identifies and describes the issue, its impact, associated communication, escalation, reporting, resolution, and planned corrective action
- Track risk and issue management based on established metrics

Schedule Management Plan

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

The Schedule Management Plan provides initial guidance and tailors general time management planning for the project when performing activities and processes for PRE support.

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

- Description of automated scheduling tool
- Frequency, purpose, and invitees for schedule review meetings
- Project schedule delivery intervals (weekly updates)
- High-level planning schedule (specified in quarters, months, or sprints depending on project methodology [waterfall, agile, hybrid]. Specific dates are not required until detailed support requirements are defined)
- Assumptions and constraints used to develop the Initial Project Schedule
- Project schedule reporting
- Approach to baselining the Project Schedule
- Approach to calculating and reporting schedule performance index
- Schedule variances reporting
- Corrective actions to address schedule variances during the life of the project
- Processes, roles, and responsibilities involved when making changes to the Project Schedule

Scope Management Plan

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

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

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

Staffing Management Plan

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

The Staffing Management Plan documents the vendor's approach to providing and managing qualified human resources for the project and describes how the roles, responsibilities, and reporting relationships will be structured and addressed in support of the project and operations. The vendor should ensure that the organization chart for the project is updated within five (5) business days of any staffing changes and stored in a location accessible to PRMP.

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

- Detailed organizational chart for each phase of the project, identifying all staff to-be used for each phase of the project and identifying on-site staff, off-site staff, and subcontractors
- Description of the roles, responsibilities, and skill set associated with each position on the organization chart
- Description of the roles, responsibilities, and experience that qualify each resource for their role on the project. Staff should have a working knowledge of Process Reengineering prior to starting on the project.
- Description of the quality and timeliness maintenance of work conducted off-site, including work of subcontractors
- Inclusion of a resource calendar describing the staff required for each phase of the project, whether the staff will be on-site or off-site, and the allocation percentage
- Description of PRMP resources required to support the creation of all deliverables
- Description of the personnel who will be used to support training activities
- Description of business analyst personnel who will be used in support of this RFP
- Description of the process for transitioning essential knowledge to PRMP staff
- Description of the approach to personnel management including, but not limited to:
 - Hiring and terminations
 - Staff retention and ensuring continuity of staff for all project phases
 - Employee relocation
 - Staff training, both initial and ongoing, including knowledge transfer of business specifications, project management methodologies and processes
 - Training approach for new staff and incumbent staff transitioning between project roles and phases
 - Staff performance monitoring
 - Succession planning, staff replacement, and staff backup
 - Description of procedures for obtaining additional staffing support

Project Closeout Plan

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

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

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

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

D06: Organizational Change Management Plan

The Organizational Management Plan will define the management framework, team structure, and communication strategy required to support the successful execution of PRMP's Process Reengineering initiative. The plan will ensure alignment between PRMP's strategic goals and the reengineering project, establishing clear roles, responsibilities, and governance mechanisms to promote accountability, collaboration, and quality throughout the project lifecycle.

This plan will serve as a critical guide for managing both the operational and strategic dimensions of the initiative, facilitating smooth coordination between PRMP stakeholders, project leadership, and functional teams.

The Organizational Change Management Plan will include:

- **Organizational Structure:** An overview of the proposed management and operational structure, including key personnel, advisory roles, and reporting relationships, designed to ensure effective collaboration and oversight.
- **Roles and Responsibilities:** A detailed breakdown of project roles and responsibilities, ensuring clarity in task ownership, decision authority, and cross-team coordination.
- **Governance and Decision-Making Framework:** Defined processes for timely decision-making, risk mitigation, issue escalation, and change management to ensure project objectives are met and aligned with PRMP's operational and policy standards.

- **Stakeholder Management and Analysis:** Defines the vendor's approach to managing stakeholder engagement during the project, and provides a stakeholder register and background information for each stakeholder. The stakeholder register should be maintained throughout the life cycle of the contract and include both vendor and PRMP resources.
- **Communication and Stakeholder Engagement:** A communication plan that outlines methods and frequency for internal collaboration, progress reporting, issue resolution, and engagement with PRMP stakeholders.
- **Performance Monitoring and Continuous Improvement:** Mechanisms to monitor project health, track milestones, assess the effectiveness of process changes, and implement corrective actions as needed.
- **Transition and Knowledge Transfer Strategy:** A structured approach to facilitate smooth adoption of reengineered processes, including staff training, documentation, and knowledge handoff to PRMP teams to ensure long-term sustainability.

This plan will be reviewed and refined in collaboration with PRMP throughout the project lifecycle to ensure continued alignment with organizational goals and emerging priorities.

D07: Change Readiness Assessment

The Change Readiness Assessment will evaluate PRMP's organizational preparedness to adopt, implement, and sustain the upcoming process reengineering initiative. This assessment will provide a comprehensive analysis of the organization's current-state, identify potential barriers to change, and highlight opportunities to strengthen stakeholder alignment, communication, and workforce readiness.

The assessment will serve as a foundational input to guide the development of targeted change management strategies, ensuring that PRMP's teams and stakeholders are positioned for long-term success in the transformation effort.

The Change Readiness Assessment will include, but is not limited to:

- **Organizational Readiness Analysis:** An evaluation of PRMP's existing operational environment, leadership alignment, organizational culture, and any signs of change fatigue or resistance that may impact the initiative.
- **Stakeholder Assessment:** Identification and analysis of key stakeholder groups, their roles, influence, perceptions, and readiness to support or resist the proposed changes.
- **Communication and Engagement Review:** An assessment of current communication channels and engagement strategies to determine their effectiveness in preparing and supporting the organization through change.
- **Skills and Capabilities Review:** A gap analysis comparing the current workforce's skills and capabilities against those required for the future-state after reengineering.

- **Risk Identification:** Identification of potential risks, resistance points, and organizational challenges that could hinder successful change adoption.
- **Readiness Metrics and Scoring:** Development of readiness indicators and a scoring framework to measure, benchmark, and monitor preparedness across stakeholder groups and organizational units.
- **Recommendations:** Delivery of prioritized, actionable recommendations to address readiness gaps, strengthen change capacity, and enhance adoption outcomes.

The selected vendor will apply a structured, data-driven methodology tailored to PRMP's size, operational complexity, and change environment. The assessment approach may incorporate qualitative and quantitative techniques including stakeholder interviews, surveys, focus groups, document reviews, and analysis of existing performance and cultural indicators.

D08: Diagnostic Report

As part of the PRE effort for PRMP, the vendor will develop a comprehensive Diagnostic Report following the completion of the "As-Is" operational process evaluation and mapping. This report will present a thorough analysis of the current operational landscape, highlighting inefficiencies, gaps, redundancies, and opportunities for improvement. The Diagnostic Report will serve as the foundation for identifying root causes of performance challenges and will guide the formulation of targeted recommendations during subsequent phases of the project.

D09: Business Process Improvement Plan

The vendor will develop a comprehensive Business Process Improvement Plan that outlines strategies, methodologies, and actionable recommendations to enhance PRMP's operational efficiency and service delivery. The plan should prioritize the use of existing resources, identify opportunities to streamline business processes, and propose solutions to reduce beneficiary wait times. Additionally, the vendor should recommend approaches to improve the customer service experience, with a focus on increasing accessibility and ensuring timely, high-quality service to all beneficiaries.

D10: Implementation Model

The vendor should develop a comprehensive Implementation Model that presents a clear, structured, and actionable plan for executing the recommended business process improvements. The model should detail the approach for transitioning from current-state processes to optimized future-state workflows. The vendor should include a phased implementation roadmap that outlines key activities, milestones, resource requirements, change management strategies, and risk mitigation measures. The Implementation Model should ensure that improvements are sustainable, measurable, and aligned with PRMP's operational goals and strategic objectives.

D11: Performance Measurement System

The vendor is expected to develop and deliver a comprehensive Performance Measurement System that documents and establishes quality measurement and evaluation standards for new or reengineered processes. The vendor should define and propose performance metrics that align with PRMP's best practices and are tailored to monitor the effectiveness and efficiency of key process stages throughout the implementation phase. The document should detail the proposed performance indicators at each critical stage, providing actionable insights into operational performance and identifying areas for improvement.

In addition, the vendor should provide recommendations on optimal tools and methodologies for continuous measurement and monitoring of operational efficiency. These tools should ensure that processes remain aligned with established quality standards, facilitating effective tracking of performance and supporting data-driven decision-making. The final deliverable should include both the foundational metrics and tools necessary for supporting successful implementation and enabling long-term performance management.

D12: Impact Evaluation Report

Following the Business Process Improvement implementation, the vendor shall provide an Impact Evaluation Report that comprehensively assesses the effectiveness of the implemented changes. The report should include a detailed analysis of the improvements made and present actionable recommendations to further optimize key functions. Additionally, the vendor shall identify opportunities to streamline operations by reducing, realigning, or consolidating overlapping, duplicated, or fragmented activities. The final report should outline specific action plans for enhancing operational efficiency and ensuring the long-term sustainability of the reengineered processes.

D13: Training Materials

The training materials will include items used to conduct the training sessions for the PRE services provided under this contract, which will ensure that training objectives are met. The vendor must provide updated training materials as changes to the PRE processes occur. The training materials will need to be provided in English and Spanish (as spoken in Puerto Rico). Materials should include, at a minimum:

- Presentations, demonstrations, activities, handouts, process flows, and other required documentation
- Training plans, evaluation materials, training maintenance, and support plans
- One electronic copy and one hard copy of all training materials that will be provided as directed by PRMP
- Online on-demand training
- Online help files accessible to users

The vendor is expected to provide maintenance and revision of training materials throughout the life of the contract to incorporate changes, enhancements, and other updates as requested by PRMP.

D14: PRE Services Closeout Management Plan

As processes stabilize, the vendor will commence with project closure activities which will be documented in the Closeout Management Plan. The Closeout Management Plan should include, but is not limited to, the following:

- Executive Summary – providing an overview of the implementation effort, summary of achieved objectives and current status of PRE services.
- Closeout Objectives – documenting lessons learned, completion of implementation activities, confirmation of successful transition to PRMP, and recommendations for future improvements.
- Performance Review – comparing planned vs. actual performance metrics, assessment of process adoption, and summary of issues encountered and resolutions applied.
- Refinement Activities – summarizing process adjustments post-implementation, workflow enhancements made based on monitoring, updates to supporting systems/tools, and providing final versions of process documentation.
- Training – review of initial training effectiveness, description of revised training strategies (refresher sessions, peer coaching, etc.), plan for ongoing training support, access and ownership transition of the training materials repository.
- Knowledge Transfer – featuring a final handover schedule that includes a transition plan to PRMP, identification of process owners and accountability structures, and documentation SOPs and support materials.
- Stakeholder Signoff – outlining the signoff process for key stakeholders confirming deliverables were completed, and approval of sustained operational readiness.
- Lessons Learned – summarizing project successes and improvements, stakeholder feedback and insights, and recommendations for future process initiatives.
- Administrative Closeout – archiving project documents, closure of contractual obligations, final Monthly Report issuance.

Appendix 2: SLAs and Performance Standards

Service Level Agreements

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

Key Performance Indicators

The Key Performance Indicators (KPIs) used to define the service levels described in Table 25. SLAs, Performance Standards, and Contract Remedies are an adjunct to the performance standards. PRMP has identified the KPIs to-be key indicators of the vendor's operational performance. Failure to achieve a KPI may, at the discretion of PRMP, result in payment reduction. However, failure to meet any other performance standard defined in the resulting contract is not directly tied to fiscal holdback. PRMP reserves the right to promote any performance metric to the status of a KPI.

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

Contract Remedies

The vendor should deduct any amount resulting from failure to meet one or more SLAs from its future payments. The SLA contract remedy deductions must be made from the invoice total dollar amount. Each invoice should also be accompanied by an SLA Report detailing those SLAs that were triggered within the invoice period. For details on what should be included in the SLA Report, refer to **Appendix 1B: Deliverables Dictionary**. Each invoice should detail the total invoice amount, the amount deducted due to the associated contract remedy, and the final invoice amount less the contract remedy. PRMP reserves the right to seek any other remedies under the contract.

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

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

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

Terms and Definitions

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

Table 19: Terms and Definitions for SLAs

Term	Definition
Incident	A service or function that was previously working but is now broken or displaying an error.
Normal Business Hours	Normal business hours are considered Monday through Friday 8 a.m. to 6 p.m. AST. Normal business hours do not include Commonwealth and federal holidays.

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

Corrective Action Plan

When an SLA is not met, or when project issues persist without satisfactory resolution, the vendor must submit a written 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 project should vendor and/or project performance fail to meet contractual performance standards. The CAP will include, at a minimum, the following components:

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

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

In **Table 20: SLAs, Performance Standards, and Contract Remedies** below, along with the applicable contract remedies.

Table 20: SLAs, Performance Standards, and Contract Remedies

ID	SLA Subject Area	Performance Standard	Contract Remedies
SLA-001	Key Staff	<ul style="list-style-type: none"> Key staff must be fully in place before initiation of services as detailed in the PRMP-approved Staffing Management Plan (refer to Deliverable D04. Project Management Plan) The vendor must notify PRMP of any known key staff vacancy within one (1) business day, with every effort made to provide advance notice of at least fifteen (15) business days prior to departure. The vendor must work to ensure a permanent replacement is assigned to the project within thirty (30) business days of the date a key staff position becomes vacant. This period can be extended depending on the demonstrated level of effort to retain full-time replacement. Key Staff must be available during PRMP normal business hours on every business day of the contract term or as otherwise agreed upon by PRMP and the vendor. 	<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 not 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 vacant key staff position is not provided.

ID	SLA Subject Area	Performance Standard	Contract Remedies
SLA-002	Deliverable(s) and Outcome(s) Service Level	<ul style="list-style-type: none"> PRMP and the vendor will agree to a Project Schedule at the commencement of the contract, and the vendor will maintain the Project Schedule as agreed to throughout the duration of the contract. The parties may agree to re-baseline the Project Schedule throughout the duration of the contract. The vendor will provide deliverables to PRMP in keeping with required levels of completeness, content, and quality, to achieve the deliverable purpose. The vendor will complete all deliverables within their corresponding delivery dates identified in Section 8 Appendices – Appendix 1, Deliverables Dictionary and the Project Schedule. This service level will commence upon initiation of the contract and will prevail throughout the contract. 	<ul style="list-style-type: none"> PRMP may assess up to \$200 for each calendar day that a deliverable is not submitted to PRMP or is submitted incomplete. PRMP may assess up to \$1,000 dollars per month for each instance where an outcome specified within Attachment F: OTM is not met for reasons attributable to the vendor.
SLA-003	PRMP Queries and Requests	<ul style="list-style-type: none"> The vendor must triage all inquiries received from PRMP-approved email addresses. All emails received must be acknowledged within one (1) business day of receipt and 	<ul style="list-style-type: none"> \$100 per occurrence of an email not being acknowledged within twenty four (24) hours.

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<p>resolved within three (3) business days unless otherwise approved by PRMP.</p> <ul style="list-style-type: none"> The vendor must forward to the designated PRMP staff within one (1) business day those inquiries that are either: <ul style="list-style-type: none"> Determined to-be outside the response scope for the vendor. Should be handled by PRMP staff. 	<ul style="list-style-type: none"> \$100 per occurrence of an email resolution not received within three (3) business days. \$100 per occurrence of any emails forwarded to outside the response scope of the vendor within one (1) calendar day
SLA-004	Security and Privacy Incident Notification	<p>The Security and Privacy Incident Notification Service Level is defined as the vendor's documented response approach/plan for handling any potential threats to data, data breaches, or privacy incidents as well as taking appropriate action when the source of the intrusion or incident at a third party is traced back to the organization. The vendor should notify PRMP of any incidents or breaches.</p> <ol style="list-style-type: none"> Upon discovery, report confirmed incidents to PRMP. Information security officer, privacy officer or designee confirms, quantifies, and categorizes suspected incidents within three business days. 	<p>The vendor shall compensate PRMP for any fines and penalties imposed by regulatory entities. PRMP may, at its discretion, withhold operating fee payments until fines and penalties are resolved.</p>

ID	SLA Subject Area	Performance Standard	Contract Remedies
		3. Contain incident as soon as possible 4. Detailed incident report is submitted to PRMP within one business day of confirming incident. 5. Develop incident communication plan. 6. Briefing with PRMP within five (5) business days of incident confirmation. 7. Remediate the issue at hand and complete a full incident report.	
SLA-005	Meeting Agendas	<ul style="list-style-type: none"> The vendor must distribute meeting agendas and any documents to-be addressed at the meeting at least one (1) business day before the meeting, unless waived by PRMP. 	<ul style="list-style-type: none"> PRMP may assess up to \$200 per business day for each day a meeting agenda and/or documents to-be addressed in the meeting are not submitted within one (1) business day prior to the meeting.
SLA-006	Meeting Minutes	<ul style="list-style-type: none"> The vendor will publish meeting minutes for meetings it facilitates, no later than two (2) business days after the meeting, unless waived by PRMP. 	<ul style="list-style-type: none"> PRMP may assess up to \$200 per calendar day for each day meeting minutes are not submitted within two (2) business days.

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Appendix 3: Key Staff Qualifications, Experience, and Responsibilities

The tables below detail the roles of vendor-specific key staff necessary for the successful execution of the services detailed in this RFP. The vendor's staff will 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 vendor's responses as well as any proposed key staff replacements after the award of the contract.

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

Table 21: Vendor Key Staff Allocation by Project Phase

Project Role	Project Initiation	Discovery and Analysis	Implementation	Implementation Monitoring, Evaluation, Refinement, and Closeout
Account Manager	100%	100%	100%	<100%
Program Manager	100%	100%	100%	<100%
Business Process Reengineering Lead	100%	100%	100%	<100%
Field Representative Lead and Contact Center Oversight	<100%	100%	100%	100%
Organizational Change Management Lead	<100%	100%	100%	<100%
Advisory Services Training and Outreach Lead	<100%	100%	100%	<100%
Regulatory Compliance and Policy Lead	<100%	100%	100%	100%
Business Process SME	<100%	100%	100%	<100%

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

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

Table 22: Vendor Key Staff Roles and Responsibilities

Vendor Role	Qualifications	Responsibilities
Account Manager	<ul style="list-style-type: none"> A minimum of eight (8) years of demonstrative experience in project management for a SMA with operations similar to PRMP, a large healthcare provider management organization of a similar size, or an organization of comparable size implementing process reengineering projects. A minimum of three (3) years of demonstrated experience in a project management or advisory role for project(s) aligned with the scope of this RFP. Strong knowledge of Medicaid eligibility processes, including policy, determinations, and enrollment. A minimum of a bachelor's degree or a minimum of four (4) years of related experience. Knowledge of project management standards and best practices, including <i>PMBOK® Guide</i>. 	<p>The Account Manager is expected to-be a key staff position throughout the entire contract term. This position is responsible for the overall delivery of the project. This individual serves as a liaison with PRMP during all phases of the contract. Key responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> Attending in-person, upon PRMP request, meetings and hearings of legislative committees and interested governmental bodies, agencies, and officers Establishing and maintaining a positive client relationship and providing timely and informed responses to implementation, operational, and administrative inquiries that arise Delegating authority when not able to-be available Meeting with PRMP staff or such other person as designated by PRMP regularly to provide oral and written status reports and other information as required
Program Manager	<ul style="list-style-type: none"> A minimum of five (5) years of demonstrated experience in program or project management within a SMA with operations 	<p>The Program Manager will be responsible for overseeing the successful planning, execution, and delivery of the Process</p>

Vendor Role	Qualifications	Responsibilities
	<p>comparable to PRMP, a large healthcare provider management organization of similar size, or an organization of equivalent complexity overseeing process improvement or systems implementation initiatives.</p> <ul style="list-style-type: none"> • A minimum of three (3) years of demonstrated experience managing projects that directly support process reengineering or organizational change initiatives. • Strong knowledge of Medicaid eligibility processes, including policy, determinations, and enrollment. • A minimum of a bachelor's degree or a minimum of four (4) years of related experience • Knowledge of project management standards and best practices, including PMBOK®® Guide 	<p>Reengineering initiative. The selected candidate will be expected to provide strategic leadership, operational oversight, and cross-functional coordination to ensure the achievement of project goals. Key responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Develop and manage comprehensive program plans, including scope, objectives, timelines, and resource allocation. • Align process reengineering efforts with organizational strategy and business goals. • Lead stakeholder engagement, ensuring clear communication and collaborative requirement gathering. • Oversee analysis of current-state processes and guide future-state process design. • Identify inefficiencies, gaps, and redundancies, and recommend actionable solutions. • Implement change management strategies to ensure successful adoption of new processes.
Business Process Reengineering Lead	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience leading business process reengineering initiatives for a SMA, a large healthcare provider management organization of a similar size, or an organization of comparable size with complex operational environments. • A minimum of three (3) years of demonstrated experience providing leadership in the planning, execution, and delivery of business process analysis, redesign, and optimization efforts. • Strong knowledge of Medicaid eligibility processes, including policy, determinations, and enrollment. 	<p>The Business Process Reengineering Lead will play a critical role in driving organizational transformation by leading the analysis, redesign, and implementation of business processes across the organization. Key responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Assess and analyze current-state business processes to identify inefficiencies and improvement opportunities. • Facilitate workshops, interviews, and data collection to map workflows and uncover pain points. • Design and document future-state processes aligned with organizational goals and best practices. • Collaborate with stakeholders to ensure cross-functional alignment on process changes. • Develop implementation roadmaps and oversee the rollout of redesigned processes.

Vendor Role	Qualifications	Responsibilities
	<ul style="list-style-type: none"> • A minimum of a bachelor's degree or a minimum of four (4) years of related experience • Knowledge of industry-recognized BPR methodologies, frameworks, and best practices, including Lean, Six Sigma, or equivalent process improvement approaches. 	<ul style="list-style-type: none"> • Define KPIs and establish monitoring frameworks to measure process performance and impact. • Support change management initiatives to drive adoption of new processes.
Field Representative Lead and Contact Center Oversight	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience providing leadership in field operations and contact center oversight for a State Medicaid Agency (SMA), a large healthcare provider management organization of a similar size, or an organization of comparable size with complex operational environments. • A minimum of three (3) years of demonstrated experience supporting or leading operational transformation, process reengineering, or service delivery optimization initiatives. • Strong knowledge of Medicaid eligibility processes, including policy, determinations, and enrollment. • A minimum of a bachelor's degree or a minimum of four (4) years of related experience • Knowledge of industry-recognized customer service frameworks, contact center operations, and process improvement methodologies, including Lean, Six Sigma, or equivalent best practices. 	<p>The Field Representative Lead and Contact Center Oversight position will serve as a key resource in supporting the Process Reengineering initiative for PRMP. This role is responsible for ensuring effective coordination between field operations, customer service teams, and business process transformation efforts. The position will play a critical part in assessing operational readiness, ensuring consistent application of new processes, and providing frontline insights to support successful implementation and adoption of redesigned business workflows. Key responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Provide leadership and oversight for field representatives and contact center operations to ensure alignment with process reengineering objectives and service delivery standards. • Coordinate and oversee field-level assessments of current business processes, capturing operational challenges, stakeholder feedback, and improvement opportunities. • Collaborate with the PRE team to translate redesigned processes into field-ready and contact center-ready workflows. • Monitor contact center and field team adherence to new procedures, service protocols, and customer interaction standards throughout the reengineering lifecycle.

Vendor Role	Qualifications	Responsibilities
	<ul style="list-style-type: none"> • Must demonstrate fluency in Puerto Rican Spanish, including the ability to read, write, and communicate clearly and accurately. Proficiency should reflect a strong understanding of regional linguistic and cultural nuances relevant to the Puerto Rican population. 	<ul style="list-style-type: none"> • Identify, document, and escalate operational issues encountered during process transitions and propose actionable solutions. • Facilitate the implementation of training and knowledge transfer for field representatives and contact center staff on reengineered processes, systems, and service protocols. • Ensure field representatives and contact center teams maintain compliance with internal policies, regulatory requirements, and customer service standards. • Act as a primary point of contact for field and contact center-related concerns within the PRE initiative. • Promote continuous feedback loops between field teams, contact center staff, and the PRE project team to support sustainable process improvements.
Organizational Change Management Lead	<ul style="list-style-type: none"> • A minimum of five (5) years of experience leading organizational change initiatives for large-scale, complex projects. • Prosci® Change Management Certification or equivalent, preferred. • Strong knowledge of change management frameworks (e.g., ADKAR, Kotter, Lewin) and best practices. • Strong knowledge of Medicaid eligibility processes, including policy, determinations, and enrollment. • A minimum of a bachelor's degree or a minimum of four (4) years of related experience • Proven ability to develop and execute change management plans, including 	<p>The Organizational Change Management (OCM) Lead will be responsible for planning, developing, and executing the change management strategy to support the successful implementation of PRE support. This individual will work closely with executive sponsors, project teams, business units, and stakeholders to ensure smooth adoption of new business processes, systems, and organizational structures. The OCM Lead will play a critical role in ensuring the people-side of change is effectively managed to deliver sustainable outcomes. Key responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Develop and execute an integrated Organizational Change Management strategy to support the successful adoption of reengineered business processes, systems, and organizational structures. • Conduct stakeholder analyses and change impact assessments to identify and address potential risks, barriers, and opportunities for engagement.

Vendor Role	Qualifications	Responsibilities
	<p>stakeholder engagement, communications, training, and resistance management.</p> <ul style="list-style-type: none"> • Experience conducting change impact assessments, stakeholder analysis, readiness assessments, and defining success metrics. • Must demonstrate fluency in Puerto Rican Spanish, including the ability to read, write, and communicate clearly and accurately. Proficiency should reflect a strong understanding of regional linguistic and cultural nuances relevant to the Puerto Rican population. 	<ul style="list-style-type: none"> • Design and implement targeted communication plans to ensure timely, transparent, and effective information flow to all impacted stakeholders. • Develop and oversee the execution of training strategies and materials to ensure end-user readiness and proficiency in new processes and systems. • Collaborate with project leadership, business units, and functional teams to align change management activities with overall project milestones and goals. • Facilitate leadership engagement, alignment sessions, and sponsor coaching to drive visible and active support for change initiatives. • Monitor organizational readiness and adoption progress, applying metrics and feedback to adjust change management strategies as needed. • Identify and manage resistance to change by implementing appropriate interventions and escalation paths. • Support the development of long-term sustainment plans to embed process and behavior changes into the organization's culture and practices. • Provide hands-on guidance and coaching to project teams, managers, and change agents to build internal change capability.
Advisory Services Training and Outreach Lead	<ul style="list-style-type: none"> • A minimum of five (5) years of professional experience leading training and outreach initiatives in large-scale business transformation or process reengineering projects. • Demonstrated experience developing and delivering training programs. • Proven ability to design and implement stakeholder engagement plans, communication strategies, and outreach 	<p>The Advisory Services Training and Outreach Lead will be responsible for developing and executing comprehensive training and outreach strategies to support the successful adoption of the process reengineering initiative under the PRMP program. This role serves as a key liaison between project leadership, stakeholders, and end users to ensure clear communication, knowledge transfer, and stakeholder engagement throughout the transformation lifecycle. Key responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Lead the planning, design, and delivery of targeted training programs to facilitate smooth transition and adoption of redesigned processes.

Vendor Role	Qualifications	Responsibilities
	<p>activities for diverse and cross-functional teams.</p> <ul style="list-style-type: none"> • Strong knowledge of adult learning principles, instructional design methodologies, and change management frameworks (e.g., Prosci®, ADKAR, Kotter). • Strong knowledge of Medicaid eligibility processes, including policy, determinations, and enrollment. • Experience facilitating workshops, user feedback sessions, and knowledge-sharing events tailored to multiple audience levels, from executive stakeholders to end users. • Proficiency in developing training materials, job aids, SOPs, and user guides. • A minimum of a bachelor's degree or a minimum of four (4) years of related experience • Experience working in or with public sector agencies or complex, multi-stakeholder environments is highly desirable. • Must demonstrate fluency in Puerto Rican Spanish, including the ability to read, write, and communicate clearly and accurately. Proficiency should reflect a strong understanding of regional linguistic and cultural nuances relevant to the Puerto Rican population. 	<ul style="list-style-type: none"> • Develop outreach materials and campaigns to raise awareness and encourage stakeholder buy-in for process reengineering initiatives. • Collaborate closely with technical teams, business analysts, project managers, and client stakeholders to ensure training content aligns with redesigned processes and organizational goals. • Establish feedback mechanisms to measure training effectiveness and continuously improve outreach and engagement efforts. • Serve as a subject matter expert on communication best practices and change enablement strategies within the project environment.
Regulatory Compliance and Policy Lead	<ul style="list-style-type: none"> • A minimum five (5) years of experience in regulatory compliance, policy development, and privacy management, preferably within 	<p>The Regulatory Compliance and Policy Lead will serve as the primary authority on regulatory alignment, privacy standards, and policy integrity throughout the lifecycle of the Process Reengineering support. This individual will ensure that all process redesign efforts meet applicable legal, regulatory, and internal</p>

Vendor Role	Qualifications	Responsibilities
	<p>healthcare, government, or highly regulated industries.</p> <ul style="list-style-type: none"> • Proven experience leading or advising on compliance and policy alignment in business process reengineering, transformation, or large-scale operational change initiatives. • Deep working knowledge of HIPAA Privacy and Security Rules, Health Information Technology for Economic and Clinical Health (HITECH) Act, and other applicable federal and state privacy regulations. • Strong knowledge of Medicaid eligibility processes, including policy, determinations, and enrollment. • A minimum of a bachelor's degree or a minimum of four (4) years of related experience. • Familiarity with process mapping, gap assessments, and control remediation within reengineering or digital transformation projects. • Demonstrated ability to work collaboratively across functional teams including IT, Legal, Operations, and Executive Leadership. 	<p>policy requirements, including — but not limited to — HIPAA, state and federal privacy laws, and healthcare compliance frameworks. Key responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Act as SME for all regulatory compliance and privacy-related considerations during the reengineering of PRMP's processes. • Lead the policy gap analysis between current-state and desired future-state, ensuring full compliance with applicable laws and regulations. • Develop and maintain clear and actionable policy documentation, compliance checklists, and decision frameworks in support of reengineered processes. • Support change management efforts by embedding compliance and privacy risk awareness into stakeholder communications, training materials, and implementation plans. • Monitor regulatory developments and adjust recommendations and controls as necessary to maintain compliance throughout the project.
Business Process SME	<ul style="list-style-type: none"> • A minimum of five (5) years of experience in business process analysis and reengineering, including substantial experience in healthcare, Medicaid, or other government health programs. • Demonstrated success leading process transformation initiatives for public sector clients, with a strong emphasis on regulatory compliance and operational efficiency. 	<p>The Business Process Subject Matter Expert (SME) will provide expert-level guidance in the assessment, analysis, and redesign of business processes for PRMP. This resource will be responsible for identifying inefficiencies in existing workflows, proposing innovative and compliant solutions, and supporting the development of future-state processes that improve program efficiency, service delivery, and compliance with both federal and territorial Medicaid regulations. The SME will collaborate closely with PRMP leadership, operational teams, technical teams, and other key stakeholders to ensure all process reengineering efforts</p>

Vendor Role	Qualifications	Responsibilities
	<ul style="list-style-type: none">• Strong knowledge of Medicaid eligibility processes, including policy, determinations, and enrollment.• Proficient in business process modeling tools (e.g., Visio, Bizagi, ARIS).• A minimum of a bachelor's degree or a minimum of four (4) years of related experience.• Working knowledge of Puerto Rico's healthcare and regulatory landscape, or similar environments, preferred.	<p>align with the agency's mission, objectives, and applicable CMS guidelines. Key responsibilities include, but are not limited to:</p> <ul style="list-style-type: none">• Lead the analysis of PRMP's current-state business processes.• Identify process gaps, redundancies, and compliance risks, and propose actionable future-state recommendations.• Collaborate with technical and policy teams to ensure reengineered processes meet federal and territorial Medicaid requirements.• Facilitate stakeholder sessions to validate process improvements and secure alignment on recommended changes.• Support the development of transition plans, change management strategies, and performance metrics for sustainable process adoption.

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



Appendix 4A: Proforma Draft Contract

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

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

PROFESSIONAL SERVICES CONTRACT

2025-PRMP-MES-PRE-003

APPEARING

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

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

WITNESSETH

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

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



WHEREAS: *(Include agreement purposes.)* Accordingly, PRMP published on October 16, 2024, a request for (2025-PRMP-MES-PRE-003), that was adjudicated on _____ to the SECOND PARTY.

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

CLAUSES AND CONDITIONS

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

INTERAGENCY SERVICES: BOTH PARTIES acknowledge and agree that the contracted services can be rendered to any entity part of the Executive Branch, with which the FIRST PARTY has entered into an interagency agreement or by direct order of the Governor's Chief of Staff. Said services will be rendered under the same terms and conditions as agreed upon in this Contract. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.

TIMETABLE AND WORK SITE AND ASSIGNED STAFF: The personnel provided by the SECOND PARTY will work for the FIRST PARTY on a flexible schedule in its own facilities or those of the FIRST PARTY and complete the enhancements according to the terms stipulated in the proposal, attached to this agreement as addendum 1.

The SECOND PARTY will deliver to the FIRST PARTY a Staff Roster. The Staff Roster will disclose all staff assigned to work under the contract and it will contain at a minimum the following:

Full Name	Contact Information	Physical Location	U.S. Citizen (Y/N)	Allocation Percentage (%)	Role and Responsibilities	Expertise

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

COMPENSATION:

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



Invoices will be submitted to the FIRST PARTY on a monthly basis, within the first ten (10) days following the period invoiced. The invoices will be detailed according to the services provided, as defined in the FIRST CLAUSE of this agreement, which shall be duly certified by _____, or its authorized representative. The FIRST PARTY may require that the invoice is accompanied by documents evidencing the services rendered.

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

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

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

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

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

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

BOTH PARTIES agree that the payment established in this agreement shall entail the discount of one point five percent (1.5%) to the General Fund of the State Treasury, pursuant to Article 1



of Act No. 48 of June 30, 2013, Law which establishes a special contribution on government contracts, if applies.

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

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

RESOURCES TO PAY FOR THE SERVICES:

The services provided under this contract will be paid from the Allowance for Professional and Consulting Services, account number: _____ (PRIFAS), _____ (P. S.), and/or any other available account figures up to a maximum of _____ during the term of this agreement.

INDEPENDENT CONTRACTOR:

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

SECOND PARTY shall not have any withholdings or deductions made from its fees for the payment of Federal Social Security. The FIRST PARTY may withhold from payment due to the SECOND PARTY for services rendered up to the 10% provided by Act No. 257 of the year 2018 to amend section 1062.3 of the Internal Revenue Code (2011), as amended, in accordance with the regulations approved by the Secretary of the Treasury. In the case of partial relief provided in section (g) of section 1062.03 of the Code, the amendments introduced by act 257-2018 establish that the applicable retention shall be 6%.

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

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

REPORTS:



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

ADMINISTRATIVE POLICIES

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

NEGLIGENCE OR ABANDONMENT

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

DISCRIMINATION IN RENDERING OF SERVICES

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

INTELLECTUAL PROPERTY:

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

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

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

BOTH PARTIES agree that any data, documents, information, project materials, reports or work-related products resulting from the services provided by the SECOND PARTY, including but not limited to studies, research, consultations, or any other shape or form that they may take, shall always be considered intellectual property of the FIRST PARTY. The FIRST PARTY will not be obligated to pay any monetary amount in addition to the payment specified in the FOURTH CLAUSE of this agreement, nor it would be in any obligation to the SECOND PARTY



as a result of any intellectual property rights, services and work performed, including but not limited to studies, research, consultations, or any other shape or form that they may take. The FIRST PARTY is also authorized and has the full right to give the aforementioned information, materials, and products the official use it deems necessary. The SECOND PARTY may not use data, information, project materials, reports or work-related products resulting from services rendered under this agreement for any other purposes other than the ones stated in this agreement or expressly authorized by the FIRST PARTY.

Ownership of Enhancements and Modifications

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

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

Ownership, Use, Protection, and Access to Information

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

Work Made for Hire

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

Derivative Works



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

Liability, Access, and Provider Enrollment Portal (PEP)

During the performance of this agreement, the SECOND PARTY shall be responsible for any loss of or damage to materials developed for the FIRST PARTY and used to develop or assist in the services provided while the materials are in possession of the SECOND PARTY. The SECOND PARTY shall provide the FIRST PARTY full, immediate, and unrestricted access to the materials during the term of this agreement. Enhancements or modifications to the Provider Enrollment Portal (PEP) for the FIRST PARTY will be transferred in accordance with software and ownership rights (See 42 CFR § 495.360), except for any third party or SECOND PARTY proprietary software. With respect to any third party or SECOND PARTY proprietary software accompanying or embedded in the Provider Enrollment Portal (PEP), SECOND PARTY grants to the FIRST PARTY a royalty-free, and non-exclusive license to use such third party or SECOND PARTY proprietary software during the term of this agreement as necessary for FIRST PARTY internal purposes.

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:

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

VALIDITY AND DURATION:

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

RESOLUTION AND TERMINATION



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

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

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

The infringement or infringements by the SECOND PARTY of Act No. 1 of January 3, 2012, as amended, known as the Puerto Rico Government Ethics Act.

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

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

The conviction or the determination of probable cause for indictment against the SECOND PARTY for the commission of a crime or offense against the public treasury or government administration or that involves public funds or properties, be it at the federal or state levels.

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

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

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



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

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

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

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

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

The breach of any of the established policies by the Financial Oversight and Management Board related to contractual relations with the Government of Puerto Rico and its instrumentalities, applicable to the SECOND PARTY. (FOMB POLICY: REVIEW OF CONTRACTS of November 6, 2017, modified on April 30, 2021).

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

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

Termination Assistance

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

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

- Stop work under the Contract on the date, and to the extent, specified in the notice.



- Within seven (7) calendar days deliver copies of all subcontracts and all third party contracts executed in connection with the performance of the Services.
- Within seven (7) calendar days, provide the list of services provided by subcontractors in connection with the performance of the Service including the names of the subcontractors.
- Place no further orders or subcontracts for Services, except as may be necessary for completion of such a portion of the work under the Contract that is not terminated as specified in writing by the FIRST PARTY.
- Assign, to the extent applicable or as the FIRST PARTY may require, all subcontracts and all third party contracts executed in connection with the performance of the Services to the FIRST PARTY and/or a successor provider. Should any subcontractor or third party require an assignment fee, the FIRST PARTY agrees to pay such fee to the subcontractor or third party.
- Perform, as the FIRST PARTY may require, such knowledge transfer and other services as are required to allow the Services to continue without interruption or adverse effect and to facilitate orderly migration and transfer of the services to the successor.
- Promptly supply all materials necessary for continued operation of the System, including:
 - Computer programs
 - Data files
 - User and operations manuals
 - System and program documentation
 - Training programs related to the operation and maintenance of the System [42 CFR 434.10 (b) and 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 canceled or modified without providing thirty (30) days prior written notice to the DEPARTMENT OF HEALTH, Office of Insurance and Risks ("Oficina de Seguros y Riesgos"), P. O. Box 70184, San Juan, Puerto Rico 00936-8184.
- Copy of all policies will be part of this Agreement's file.



- All policies shall contain a provision to the effect that the same may not be canceled or modified, unless thirty (30) days prior written notice is given to FIRST PARTY, Oficina de Seguros y Riesgos, Apartado 70184, San Juan, Puerto Rico, 00936-8184.
- A copy of the policies shall become part of this contract and failure to comply with any of the provisions of this clause shall be sufficient cause for immediate termination of this contract.

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

RESPONSIBILITY FOR TORT DAMAGES

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

INCOME TAX CERTIFICATION

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

OR

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

OR

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

AND

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



terms on Circular Letter 1300-16-16 of the Department of the Treasury, and a Debt Certification for all concepts that are part of this contract.

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

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

CERTIFICATION OF SALES AND USE TAX (SUT)

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

OR

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

OR

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

OR

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

AND

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

In fulfillment with Section VII, General Provisions, Item F of Circular Letter 1300-16-16 of January 19th, 2016 from the Commonwealth of Puerto Rico Department of the Treasury, which provides



that when the cost of a contract does not exceed the amount of \$16,000.00, the SECOND PARTY shall certify that it has fulfilled all of its tax responsibilities or in the case of an existing tax debt, it is currently subscribed to a payment plan which terms and conditions are being met and shall not be required to present to the FIRST PARTY any documents required under the aforementioned Circular Letter.

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

CONFLICT OF INTERESTS

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

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

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

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

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

**CERTIFICATION BY THE CHILD SUPPORT ADMINISTRATION**

The SECOND PARTY shall submit to the FIRST PARTY a certification of compliance issued by the Child Support Administration ("ASUME", for its acronym in Spanish).

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

COMPLIANCE WITH ACT NUMBER 168 OF AUGUST 12, 2000

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

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

CERTIFICATION REGARDING DEPARTMENT OF LABOR AND HUMAN RESOURCES MATTERS

The SECOND PARTY certifies and warrants that at the moment of executing this contract it has paid:

☐ Unemployment Insurance

☐ Temporary Disability

☐ Chauffeur's Insurance

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

ANTI-CORRUPTION CODE FOR THE NEW PUERTO RICO

The SECOND PARTY certifies knowing and complying with the ethical provisions established in Act Number 2 of January 4, 2018, known as the "Anti-Corruption Code for the New Puerto Rico".

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



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

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

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

- Be trained on said law, its Privacy Rule, Codes Transactions and Identifiers and its Security Rule regarding protected health information that is accessed, created, maintained or transmitted through electronic means.
- Learn about and comply with the requirements established in the FIRST PARTY'S Policies and Procedures Regarding Privacy and Security Practices.
- Immediately report to the FIRST PARTY, in writing, any 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.

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

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

TRANSFER OF SKILLS AND TECHNICAL KNOWLEDGE CERTIFICATION

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

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

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

☐ Skills and technical knowledge are not required to-be transferred, due to the fact that the professional services contemplated under this Contract are specialized and/or require independence in order to-be performed, as defined by the Financial Oversight and



Management Board's Code of Conduct and they may not be performed by existing staff of the FIRST PARTY.

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

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

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

ATTESTATION

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

In San Juan, Puerto Rico, today _____, 202__.

SECOND PARTY

FIRST PARTY

(Social Security Number)

XX-XX-XXXX

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

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between the Puerto Rico Department of Health, with offices at 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 healthcare operations, as that term may be amended from time to time, and

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

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

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

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

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

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

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



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

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

Obligations of Covered Entity

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

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

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

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

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

Permissible Requests by Covered Entity

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

Term and Termination

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

Termination for Cause for Failure to Comply with this Agreement by Business Associate.

Upon any material failure to comply with this Agreement by Business Associate, Covered Entity shall either:

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



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

Termination for Cause for Failure to Comply with this Agreement by Covered Entity.

Upon any material failure to comply with this Agreement by Covered Entity, Business Associate shall either:

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

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

Effect of Termination.

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

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

Miscellaneous

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

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

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

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



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

Business Associate Original signature

Name (Typed or Printed)

Title

Signature

Date

Covered Entity Original signature

Name (Typed or Printed)

Title

Signature

Date

Appendix 5: Procurement Library

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

Table 23: Procurement Library

ID	Document/Information	Website (if applicable)
PL-001	2024 TSPR 69	https://www.lexjuris.com/LexJuris/tspr2024/lexj2024069.htm#google_vignette
PL-002	Streamlining Medicaid, Children's Health Insurance Program, and Basic Health Program Application, Eligibility Determination, Enrollment, and Renewal Processes (CMS-2421-F2 final rule)	https://www.cms.gov/newsroom/fact-sheets/streamlining-medicaid-childrens-health-insurance-program-and-basic-health-program-application
PL-003	Administrative Order Number 2024-586	N/A
PL-004	CFR	https://www.ecfr.gov/cgi-bin/ECFR?page=browse
PL-005	Federal Executive Order 11246 Equal Employment Opportunity	https://www.eeoc.gov/history/executive-order-no-11246
PL-006	Federal Information Security Modernization Act (FISMA)	https://www.cisa.gov/federal-information-security-modernization-act
PL-007	HIPAA	https://www.hhs.gov/hipaa/index.html
PL-008	Privacy Act of 1974	https://www.justice.gov/opcl/privacy-act-1974
PL-009	PMI® – PMBOK® Guide	https://www.pmi.org/pmbok-guide-standards
PL-010	Puerto Rico State Plan	https://www.medicaid.pr.gov/Home/StatePlan/

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

Appendix 6: Acronyms, Abbreviations, and Terms Glossary

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

Table 24: Acronym, Abbreviations, and Terms Glossary

Acronyms, Abbreviations	Definition
ACA	Affordable Care Act
ADSEF	Administración de Desarrollo Socioeconómico de la Familia
ASES	Administración de Seguros de Salud
ASG	Administración de Servicios Generales
AST	Atlantic Standard Time
ASUME	Administración del Sustento de Menores
AVS	Asset Verification System
BAA	Business Associate Agreement
BENDEX	Beneficiary and Earnings Data Exchange
BPR	Business Process Reengineering
CAP	Corrective Action Plan
CEF	Conditions for Enhanced Funding
CHIP	Children's Health Insurance Program

CMS	Centers for Medicare and Medicaid Services
CRIM	Centro de Recaudación de Ingresos Municipales
DED	Deliverable Expectation Document
DHHS	Department of Health and Human Services
DOL	Department of Labor
DUNS	Data Universal Numbering System
EMA	Emergency Medical Assistance
ESIGN	Electronic Signatures in Global and National
FFATA	FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
FFCRA	Families First Coronavirus Response Act
FMAP	Federal medical assistance percentage
FOMB	Fiscal Oversight Management Board
FSRS	FFATA Sub-award Reporting System
GHP	Government Health Plan
HBPE	Hospital Based Presumptive Eligibility
HIPAA	Health Insurance Portability and Accountability Act
HITECH	Health Information Technology for Economic and Clinical Health

IVU	Impuesto sobre Ventas y Uso
KPI	Key Performance Indicators
MAGI	Modified Adjusted Gross Income
MES	Medicaid Enterprise System
MCO	Managed care organization
MMIS	Medicaid Management Information System
MOU	Memorandum of understanding
MSP	Medicare Savings Programs
NA	Not applicable
OCM	Organizational Change Management
OTM	Outcomes Traceability Matrix
PARIS	Public Assistance Reporting Information System
PCG	Public Consulting Group
PEP	Provider Enrollment Portal
PHI	Protected Health Information
PMBOK®	Project Management Body of Knowledge
PRDoH	Puerto Rico Department of Health

PRE	Process Reengineering
PROMESA	Puerto Rico Oversight, Management, and Economic Stability Act
PRHIA	Puerto Rico Health Insurance Administration
PRMP	Puerto Rico Medicaid Program
QA	Quality assurance
QC	Quality control
SAVE	Systematic Alien Verification for Entitlements
SLA	Service Level Agreements
SMA	State Medicaid Agency
SME	Subject Matter Expert
SOW	Scope of Work
SSI	Supplemental Security Income
SURI	Sistema Unificado de Rentas Internas
TBQ	Territories and States Beneficiary Query
UETA	Uniform Electronic Transactions Act
USB	Universal serial buses
WBS	Work Breakdown Structure

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