

DEPARTAMENTO DE
SALUD



**Puerto Rico Medicaid Program
Centralized Provider Enrollment and Credentialing
Request for Proposals**

2023-PRMP-MES-CPEC-001

Amendment 1

April 3, 2023

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1. Executive Summary

1.1 Purpose of the RFP

The Puerto Rico Department of Health (PRDoH) Puerto Rico Medicaid Program (PRMP) issues this Centralized Provider Enrollment and Credentialing (CPEC) Request for Proposals (RFP) to solicit vendor proposals and procure a CPEC solution. This RFP defines detailed response, and minimum contract requirements, and outlines the PRMP's process for evaluating responses and selecting a vendor that can provide the necessary components to support healthcare provider screening, credentialing, enrollment, management, and operational support. The PRMP seeks a CPEC solution that aligns all associated functionality with the Centers for Medicare & Medicaid Services (CMS) guidance for Provider Management within a Medicaid Management Information System (MMIS).

Through this RFP, the 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 the PRMP.

Additional detail regarding this solicitation can be found in subsequent sections of this RFP. If vendors are interested and able to meet the requirements, the Commonwealth of Puerto Rico (Commonwealth) appreciates and welcomes a proposal.

1.2 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 anticipatory. The PRMP may change this schedule at any time. If the PRMP changes the schedule before the technical proposal opens, it will do so through an announcement on the PRDoH website (<https://www.salud.gov.pr/CMS/21>), Medicaid website (<https://medicaid.pr.gov/Home/AvisosPublicos/>), or via email from the solicitation coordinator.

The announcement will be followed by an amendment to this RFP, also available through the PRDoH website or via email from the solicitation coordinator. It is each prospective 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

RFP Released to Public	3/7/2023
Notice of Intent to Respond	3/22/2023
Vendor's Written Questions Submission Deadline	3/22/2023
Question Responses Posted	4/3/2023
Proposal Submission Due Date	5/3/2023 at 4 p.m.
Technical Proposal Opening	5/4/2023
Oral Presentations (if applicable)	5/23/2023
Cost Proposal Opening	5/24/2023
Notice of Award	5/31/2023
Contract Award Made	6/23/2023
Contract Signature and Distribution	8/18/2023

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

2. Background and Overview of Existing Programs and Services

2.1 PRMP

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

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

Governance is the authority and accountability that defines and controls the outputs, outcomes, and benefits from programs and projects. The PRMP's MES governance provides a structured decision-making process, defines who can and needs to make decisions, and clarifies the roles and responsibilities of the teams involved and how they work together.

Table 2: The PRMP MES Governance Structure Roles and Responsibilities lists the roles that comprise the PRMP MES governance structure and defines the responsibilities for each role.

Figure 1: The PRMP MES Governance Structure depicts the PRMP's MES governance structure.

Table 2: The PRMP MES Governance Structure Roles and Responsibilities

Governance Role	Responsibilities
Executive Steering Committee (ESC)	<ul style="list-style-type: none">• Prioritization and approval of new projects• Securing of resources including, but not limited to funding and people for projects• Approval of high-impact scope changes• Resolution of high-priority, program-level conflicts, risks, and issues• Formal acceptance of project completion
Program Management Office (PgMO)	<ul style="list-style-type: none">• Monitoring and mitigation of cross-project, and high-priority risks and issues• Daily program management operations• Low impact schedule deviations with cross-project impacts• Program-level decisions and action items

Governance Role	Responsibilities
Enterprise Project Management Office (ePMO)	<ul style="list-style-type: none"> Monitoring and mitigation of project-specific risks and issues Daily project management operations Program-level schedule monitoring and reporting Single project decisions and action items
Project Vendor	<ul style="list-style-type: none"> Reporting and addressing of single- and cross-project risks and issues Reporting of project scope, status, schedule, and other topics Overall project delivery Adherence to contracted/approved scopes of work

Figure 1: The PRMP MES Governance Structure

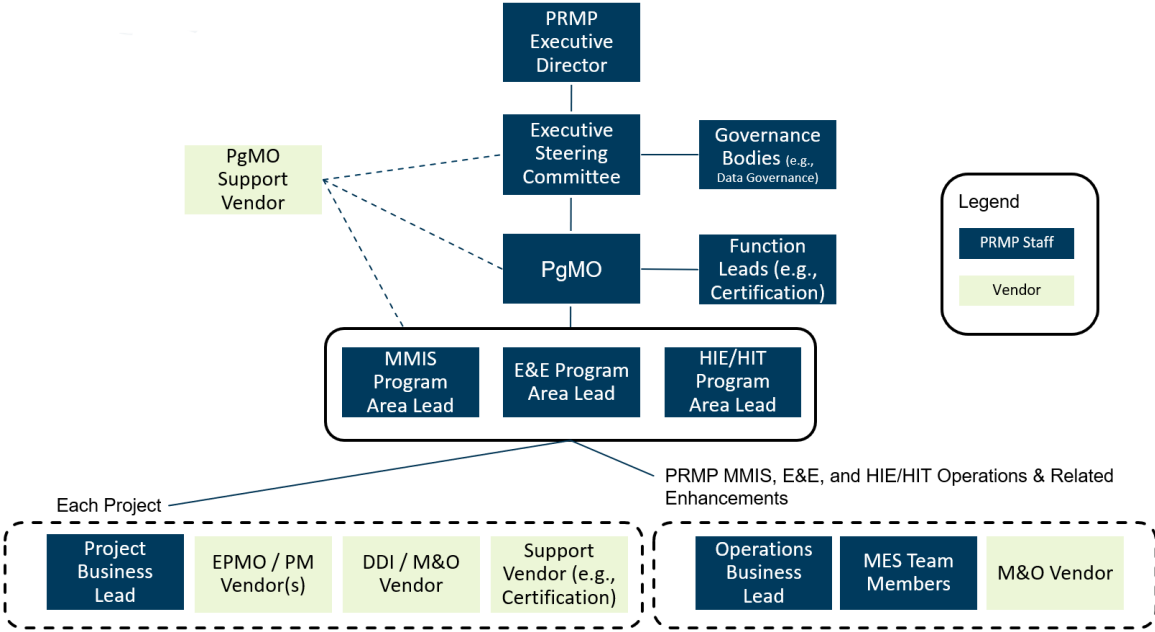


Figure 2: Distinctions Between PgMO and ePMO specifies additional definitions to further clarify the distinction between the PgMO and ePMO roles and responsibilities.

Figure 2: Distinctions Between PgMO and ePMO

PgMO	Focus on Medicaid and MES Enterprise Outcomes	Provide guidance and planning for the PRMES	Facilitate partnerships with PRMES vendors, partners, and stakeholders
	<ul style="list-style-type: none"> Establish, monitor, and facilitate discussions on MES outcomes, key performance indicators (KPIs), risks and issues Provide Business Analyst (BA) and Subject Matter Expertise (SME) in support of Medicaid Enterprise Facilitate project intake, prioritization, and approval 	<ul style="list-style-type: none"> Monitor projects in accordance with PRMP's PgMO standards and PRMES goals and objectives Facilitate multi-project discussions in areas such as MES program issues, risks, decisions, and key milestones Develop and maintain enterprise-level MES schedule to monitor inter-project dependencies and resource needs 	<ul style="list-style-type: none"> Collaborate with MES vendors and PRMP to define MES organizational strategy Assist with consistent MES vendor procurement, contracting, and onboarding Facilitate procurement strategy and solicitation development, reviews, and evaluations Facilitate communication and enterprise-wide reporting to MES teams, the ESC, federal funding partners
ePMO	Drive project performance for successful implementations	Ensure consistent management of PRMES projects	Coordinate project vendors, stakeholders, and funding partners
	<ul style="list-style-type: none"> Manage projects to their intended outcomes, scope, schedule, and budget Maintain course for CMS Certification for enhanced funding Mitigate or escalate project risks and issues 	<ul style="list-style-type: none"> Run one or more projects in accordance with uniform PRMP program and project management standards Facilitate project team discussions on project issues, risks, decisions, and key milestones 	<ul style="list-style-type: none"> Consistently onboard and manage project vendors Monitor vendors against contractual agreements Facilitate, develop, and/or communicate project-level reporting for use by project teams, as well as prepare consistent information for use in governance bodies

In support of establishing a consistent approach toward the PRMP's management of MES projects, the PRMP's PgMO has developed guidance for MES vendors that includes, but is not limited to, PgMO Plan Aids. This guidance and other documentation that was completed in support of the PRMP's MES governance, can be found in **Appendix 8: Procurement Library**, and should be referenced by the CPEC solution vendor when developing project deliverables. The PgMO Plan Aids and supporting MES guidance should be referenced in conjunction with the ePMO Management Plans and supporting guidance.

2.1.1 Administración de Seguros de Salud

The ASES is responsible for negotiating, implementing, and administering contracts with the Medicaid MCOs, and Health Services organizations, via the Medicaid health insurance system known as Plan Vital that provides all Medicaid beneficiaries with access to quality medical care, regardless of their economic condition and ability to pay. As of October 2022, Plan Vital provides services to approximately 1,282,479 beneficiaries throughout the Commonwealth. ASES also supervises and evaluates the services offered by the contracted MCOs.

2.1.2 Managed Care Organizations

An MCO is a health plan comprised of a group of doctors and other providers working together to provide health services to its beneficiaries. An MCO covers all Medicaid services, including medical services, behavioral health services, nursing facility services, and other services allowed by Puerto Rico Medicaid. Currently Plan Vital contracts with four MCOs: Triple-S, Medicare y Mucho Mas (MMM), First Medical, and Plan de Salud Menonita (PSM).

2.1.3 Puerto Rico Medicaid Providers

A provider is a licensed healthcare facility, institution, program, or health professional that delivers healthcare services. Providers must be enrolled in Medicaid to participate and provide services to Puerto Rico Medicaid beneficiaries. As of October 2022, a total of 26,530 active providers serves Puerto Rico Medicaid beneficiaries.

When a beneficiary enrolls in the GHP and selects an MCO, they must choose a Primary Care Physician (PCP) from the MCO's network. The PCP is the primary provider the beneficiary will see for most of their healthcare.

2.2 Current Provider Enrollment and Screening Process

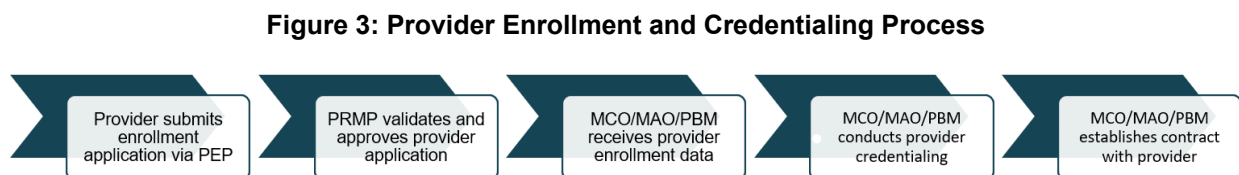
For the purposes of this RFP's initial scope, provider enrollment is the process of a provider applying to enroll in Medicaid to allow them to provide services to the Commonwealth's Medicaid beneficiaries. Under 42 CFR 455.410, Subpart E, Medicaid providers (i.e., billing, rendering, ordering, referring, prescribing operating, or attending providers providing services under the State plan or under a waiver of the plan) must be enrolled in the Medicaid program as participating providers. Provider enrollment includes provider screening. See **Appendix 1: Provider Types and Counts** for a complete list of provider types enrolled in Puerto Rico Medicaid.

Provider screening is the process of reviewing qualifications and other relevant information pertaining to a healthcare professional who seeks a contract or participation agreement with the Plan Vital. The credentialing process is a regulatory requirement as established in 42 CFR § 455.410, the contract between ASES and the MCOs; Medicare Advantage Organizations (MAOs); and pharmacy benefit managers (PBMs) to provide services for the GHP.

Provider Enrollment and Screening helps:

- Ensure providers are qualified to provide services to Medicaid beneficiaries
- Ensure the PRMP is in compliance with federal regulations
- Reduce the risk of fraud
- Ensure beneficiaries receive quality care

Figure 3: Provider Enrollment and Credentialing Process represents the current provider enrollment and credentialing process.

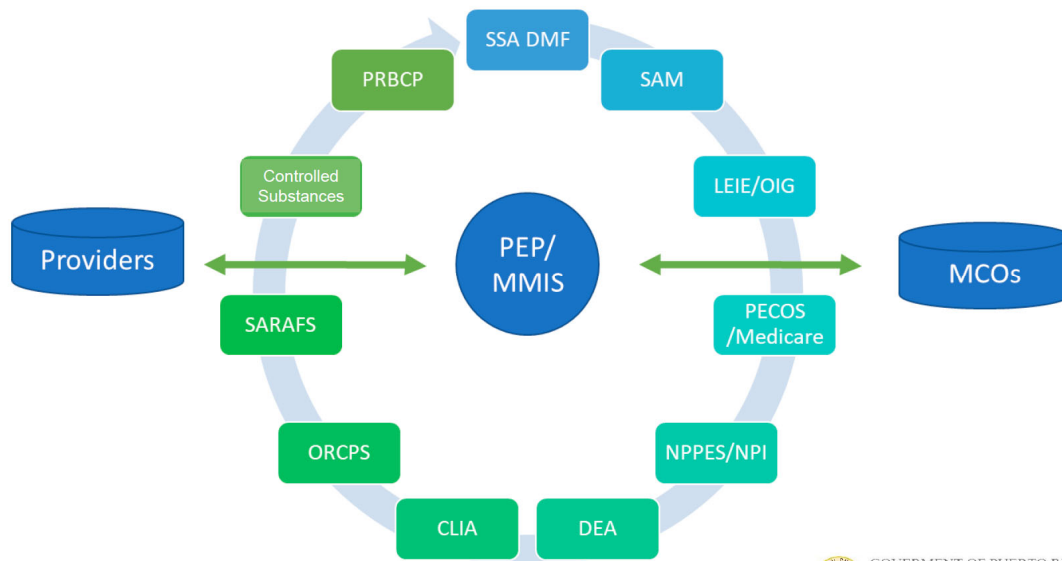


2.2.1 Enrolling and Screening Providers

In April 2020, the PRMP began enrolling and screening providers via its Provider Enrollment Portal (PEP). ASES is responsible for monitoring the MCOs to ensure the MCOs complete appropriate provider credentialing. Providers are allowed to enroll in more than one organization.

Figure 4: PEP depicts the current PEP. Note that many of the PEP interfaces require manual interactions.

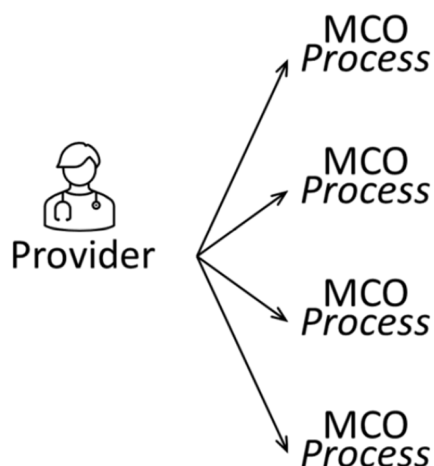
Figure 4: PEP



2.2.2 Provider Credentialing

Currently, MCOs are responsible for the provider credentialing, recredentialing, revalidation, and credentialing monitoring processes. These processes require providers to submit credentialing information to each MCO or private health insurance provider separately (see figure below). This process is time consuming for providers and causes delays in establishing provider contracts, which can impede beneficiaries receiving healthcare they need. By centralizing provider credentialing, the PRMP seeks to reduce the administrative burden of the provider credentialing processes. **Figure 5: Current Provider Credentialing Process** depicts the current provider credentialing process.

Figure 5: Current Provider Credentialing Process



2.2.3 Initial Provider Credentialing

The current Puerto Rico Medicaid initial provider credentialing process requires all providers, institutions, suppliers, and other types of providers who request to join an MCO's network to complete the process prior to an MCO listing them in its provider directory and providing services to Medicaid beneficiaries. Initial provider credentialing includes, but is not limited to, submission of a provider enrollment application, verification of licensure or certification from primary sources (e.g., medical school diplomas; specialty training or residency certificates; licenses to practice; registration with a medical or dental council; or any other credential required by law, or regulation), disciplinary status, eligibility for payment under Medicare, and results of site visits if required.

2.2.4 Provider Revalidation

In accordance with 42 CFR 455.414 and 42 CFR § 424.515, providers must revalidate their credentials at a minimum every five years regardless of provider type. The PRMP's policy requires providers complete revalidation at least every three years, regardless of provider type. This process updates documents and information obtained during initial credentialing, considers performance indicators such as those collected through quality improvement programs, utilization management systems, grievances and appeals, enrollee satisfaction surveys, and other plan activities. Providers must complete the revalidation process to maintain participation in the MCO network.

2.2.5 Continuous Provider Credentialing Monitoring

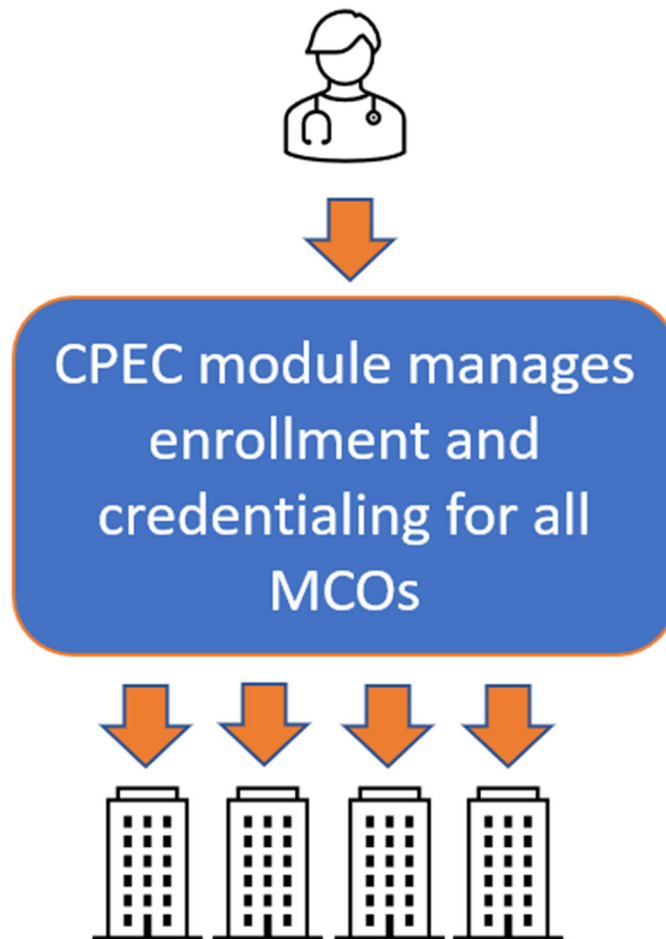
To help ensure compliance with 42 CFR 455.436, the current provider credentialing monitoring process is performed by the individual MCOs.

2.3 Efforts to Simplify the Provider Enrollment and Credentialing Process

The PRMP seeks to implement and manage a centralized provider enrollment and credentialing solution (CPEC) to manage all Medicaid providers enrollment, credentialing, and other related activities. This implementation shall include a standardized application form to allow vendors to submit information once for purposes of provider enrollment and credentialing. **Figure 6: Desired CPEC Solution** depicts a high-level representation of the desired CPEC solution.

As of October 2022, legislation is pending that would establish a law that intends to make the provider credentialing and revalidation process easier for providers to contract with the GHP and private health insurers who provide healthcare coverage to Puerto Rico’s citizens. This pending legislation, if enacted into law, has the potential to impact the CPEC solution and the services detailed within this RFP.

Figure 6: Desired CPEC Solution



3. General Instructions

3.1 Scope

The PRMP seeks to engage a vendor to conduct all necessary implementation and operational activities required as part of the CPEC solution. Refer to **Section 4: Scope of Work (SOW)** for additional details on the project scope and the PRMP's expectations of the selected vendor. The initial project scope will include enrolling and credentialing of Medicaid providers; however, the PRMP may seek to later phase in Medicare and private providers as part of the CPEC solution.

3.2 Contract Duration

The PRMP targets a contract start date for the CPEC vendor in August 2023. For the purposes of this RFP, project and contract start will be considered the day that the contract is executed between the PRMP and the selected vendor, and the vendor is able to begin work. The contract is based on two years with two optional two-year extensions (potential for six years total). During the optional years, the PRMP may execute contracts for CPEC vendor services that span one or multiple months. Contract award is contingent upon the CMS, PRDoH, and other Puerto Rico agencies' approval of the contract and associated funding over the contract term. The PRMP anticipates the need to execute contract amendments up to the close of the contract or up to the time the contract is terminated (whichever is sooner). Each contract amendment would be reflective solely of those costs detailed within the proposal response unless otherwise approved by PRDoH.

3.3 Nondiscrimination

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

3.4 RFP Communications

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

2023-PRMP-MES-CPEC-001

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

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

Elizabeth Otero Martinez : elizabeth.otero@salud.pr.gov

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

Vendors must help ensure that the PRMP receives all questions and comments via email, including questions and requests for clarification, no later than the questions submission deadline detailed in **1.3: RFP Timeline**.

Vendors must assume the risk of the method of dispatching any communication or response to the PRMP. The 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 the PRMP by a specified deadline is not a substitute for the PRMP's actual receipt of a communication or response.

The PRMP will convey all official responses and communications related to this RFP to the vendors from whom the PRMP has received a Notice of Intent to Respond.

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

The 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. The PRMP's official, written responses will constitute an amendment of this RFP.

Any data or factual information provided by the PRMP (in this RFP, an RFP amendment, or any other communication relating to this RFP) is for informational purposes only. The PRMP will make reasonable efforts to help ensure the accuracy of such data or information; however, the vendor is obliged to independently verify any data or information provided by the PRMP. The 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 solicitation coordinator to request such reasonable accommodation.

3.5 Vendors Required Review and Waiver of Objections

Each vendor 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 the PRMP no later than the vendor written questions submission deadline detailed in **1.3: RFP Timeline**.

Challenges must be submitted using the form and according to the instructions in **Appendix 5: Terms for Filing a Review** of this RFP. The party adversely affected by a decision may, according to 3 L.P.R.A Section 9672, within a term of 20 days from the deposit in the federal mail or email notifying the award of the auction, file a motion for reconsideration with the agency. In the alternative, you can submit a request for review to the General Services Administration Review Board or the appealing entity that corresponds in law or regulation, within a term of 20 calendar days, from the deposit in the federal mail or email notifying the award of the auction.

In auction challenge cases, the party adversely affected by an order or final resolution of the agency, the General Services Administration Review Board, or the appealing entity of auctions, as the case may be, may submit an application of review before the Court of Appeals within a term of 20 days, counted from the file of the copy of the notification of the order or final resolution of the agency, the aforementioned General Services Administration Review Board or the appealing entity, or within the applicable term of 20 calendar days after the expiration of the term provided by Section 3.19 of this Act.

Challenges based on any objection to the RFP shall be considered waived and invalid if the objection has not been submitted as instructed in Appendix 5: Terms for Filing a Review within twenty (20) days of the Notice of Award. Refer to **1.3: RFP Timeline** for the expected posting date for the Notice of Award.

3.6 Notice of Intent to Respond

Vendors should submit to the solicitation coordinator a Notice of Intent to Respond (in the form of a simple email or other written communication). Such notice should include the following information:

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

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

3.7 Proposal Submission

A vendor must help ensure that the PRMP receives a response no later than the submission deadline time and date detailed in **1.3: RFP Timeline**. The 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 **3.10: The PRMP Right of Rejection**. It is the responsibility of the vendor to determine any additional security requirements with respect to packaging and delivery to the

PRMP. Vendors should be mindful of any potential delays due to security screening, weather, mail delays, pandemic restrictions, and orders of stay or other filing delays whether foreseeable or unforeseeable.

3.8 Amendments to the RFP

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

3.9 RFP Cancellation

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

3.10 The PRMP Right of Rejection

Subject to applicable laws and regulations, the PRMP reserves the right to reject, at its sole discretion, any and all responses.

The PRMP will reject any response that does not meet the mandatory specifications listed in **Attachment E: Mandatory Specifications**.

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

3.11 Proposal Submittal and Instructions

3.11.1 Economy of Preparation

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

3.11.2 Incurring Cost

Neither the 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.

3.11.3 Proposal Format

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

The vendor should include the following information in the attachments:

- A response to any applicable section of the RFP narrative located in **3: General Instructions**
- A response to any content requested within the attachments/response templates

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

As detailed in **5.4: 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 **5.4: Failure to Meet Mandatory Specifications**, the mandatory specifications must be met by the vendor as a part of the submitted proposal. Failure on the part of the vendor to meet any of the mandatory specifications may result in disqualification of the proposal, at the sole discretion of the PRMP. Mandatory specifications are not scored but are reviewed on a "pass" or "fail" basis.

Vendors are advised to limit marketing statements and positioning to the area(s) of the RFP applicable to those statement(s) and not include duplicative or otherwise repetitive statements throughout their responses. The vendor's in-line responses, inclusive of the text of the PRMP's specifications, should not exceed the page count noted in each attachment and should overall be limited to the minimum number of pages needed to respond. Vendors must choose a similarly sized typeface (generally 11 points for text and 9 points for tables) for the PRMP's requirements and not utilize smaller than 9-point fonts to work within this page limit restriction. The page limit counts the front and back of each sheet as separate pages. This page limit will not apply to the following RFP components:

- **Attachment C: Vendor Qualifications and Experience**, the following section only:
 - Section 3: Business Disputes
- **Attachment D: Vendor Organization and Staffing**, the following section only:
 - Section 2.1: Resumes

o Section 2.2 References

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

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

Table 3: Expected Proposal Sections and Content Structure

Proposal Section	Response Template/Contents
Cost Proposal	Attachment A: Cost Proposal
Contents:	<ul style="list-style-type: none"> • Microsoft Excel Workbook: Attachment A
Technical Proposal	Attachment B: Title Page, Vendor Information, Executive Summary, Subcontractor Letters, and Table of Contents
Contents:	<ul style="list-style-type: none"> • Title Page • Vendor Information • Executive Summary • Subcontractor Letters • Table of Contents • Disclosure of Response Contents
Technical Proposal	Attachment C: Vendor Qualifications and Experience
Contents:	<ul style="list-style-type: none"> • Organization Overview • Existing Business Relationships with Puerto Rico • Business Disputes • References
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, and 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"> • Outcomes Traceability Matrix Workbook

Proposal Section	Response Template/Contents
Technical Proposal	Attachment G: Response to Statement of Work
Contents:	<ul style="list-style-type: none"> • Approach Business Specifications • Approach to Technical Specifications • Approach to Implementation Specifications • Approach to M&O Specifications
Technical Proposal	Attachment H: Initial Project Schedule
Contents:	<ul style="list-style-type: none"> • Initial Project Schedule
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 • Mandatory Requirements and Terms • Commercial Materials • Exceptions (if applicable)

3.11.4 Two-Part Submission

Vendors should submit proposals in two distinct parts: technical and cost. Technical proposals should not contain any cost information relating to the operation. Cost proposals should contain all cost information and should be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening. In addition to printed copies of the technical and cost proposals, the vendor should submit two electronic copies of its technical proposal (PDF and Microsoft Excel, as appropriate) and cost proposal (Microsoft Excel). Please submit separate universal serial buses (USBs), or other electronic media, if necessary, for both the technical and cost proposals for a total of four USBs (two technical proposals and two cost proposals). Please submit one printed copy of both the technical and cost proposals and help ensure the technical and cost proposals are packaged separately.

Proposals should be submitted to the mailing address below:

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

3.11.5 Response Reference

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

3.12 Changes to Proposals

A vendor is responsible for any and all response errors and/or omissions. A vendor is not allowed to alter or revise response documents after the proposal submission deadline date and time detailed in **1.3: RFP Timeline**.

3.13 Withdrawal of Proposals

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

3.14 Multiple Proposals

A vendor must not submit multiple responses in different forms and or scopes and cannot submit separate proposals as a principal or subcontractor. If a vendor submits more than one proposal, the PRMP has the right to reject the proposals, as outlined in **3.10: The PRMP Right of Rejection**.

4. Scope of Work (SOW)

This section provides the details associated with the CPEC solution procurement, and narratives that supply additional information and context. This section describes the expectations of the selected vendor and will become part of the vendor's commitment. All specifications included in this section will be binding in the contract resulting from this RFP. For the purposes of this RFP, specifications are defined as the totality of requirements and expectations that the selected vendor is accountable for managing.

The selected vendor will be responsible for the creation and support of all deliverables described in **Appendix 2: Deliverable Review Process and Deliverables Dictionary** . All tasks and work products must be compatible with the PRMP standards including, but not limited to Program Management Office (PgMO) Plan Aids and ePMO Management Plans. See Appendix 8: Procurement Library for more details.

As part of their proposal, vendors are required to respond to the totality of specifications, outcomes, and deliverables expressed in this section and the remainder of the RFP. The selected vendor must perform, at a minimum, all necessary services and meet all expectations detailed in this RFP including, but not limited to Section 4 and Attachment F: Outcomes Traceability Matrix. Similarly, the selected vendor will be expected to focus on these sections as part of the initial design discussions with the PRMP. In addition to this baseline expectation, the PRMP also encourages and expects vendors to include in their proposal additional details, contexts, and other items that will improve the proposal and offer the PRMP the best option for achieving its desired goals with the CPEC RFP.

The selected vendor is expected to conduct all necessary activities to meet the outcomes specified in **Attachment F: Outcomes Traceability Matrix (OTM)** . The OTM includes all the CMS-required outcomes for Provider Management, as well as the PRMP-defined outcomes. The OTM is informed, in part, by the specifications listed in the SOW of this RFP.

4.1 Key Goals

Respondents must demonstrate an understanding of the PRMP's goals for the modernization of the current system components and describe how their proposed solution facilitates achievement of these goals by the PRMP. The goals apply to all components and stakeholders of the PRMES, and include:

- Enhanced data sharing across Commonwealth agencies
- Compliance with all Commonwealth and federal regulations, rules, and guidance
- Minimized disruption to stakeholders as modernization activities are implemented
- Improved access to broader sets of harmonized data for analytical and reporting purposes
- Improved services to individuals through increased self-service capabilities supporting the PRMP suite of medical programs
- Increased interagency collaboration to better support overall program needs through collaborative program definitions and potential sharing of resources across agencies

- Improved availability of flexible reporting and specialized analytical tools using comprehensive sets of Medicaid data
- Expanded use of automation in business and system task activities through improved integration and automation across for business operations
- Increased management and monitoring of performance in systems and programs
- Transitioning of system functions from older, isolated systems to modern technical components
- Establishment of a single entity responsible for comprehensive provider management solution and services
- Improved eligibility determination, screening, enrollment, credentialing, monitoring, and automated background checks for all providers
- Streamline the enrollment and credentialing process to eliminate duplicative steps providers currently take for each MCO
- Reduce bureaucracy and the administrative burdens that providers need to undertake

The PRMP seeks the services of a vendor experienced in:

- The provisioning of system components supporting provider management, screening, credentialing, and enrollment
- System design
- MES planning, testing, and certification activities
- Operational support, including professional services, for all provider enrollment and credentialing services

All associated functionality is required to be in alignment with CMS guidance for Provider Management within an MMIS. The selected vendor will aid the PRMP in the planning and implementation of a modular enterprise system. The selected vendor will be responsible for the configuration, operation, and maintenance of a solution consisting of COTS components that will serve as the modernized CPEC solution.

Currently, provider data is shared among a variety of entities that participate in Provider Network Management, including:

- The PRMP
- PRDoH Divisions
- ASES

It is anticipated that PRMES module be incrementally implemented such that it allows for the PRMP to gain functionality and services incrementally and as soon as possible. Further, PRMP anticipates additional functionality and services to be needed in support of PRMP's modernization and continued compliance effort in the years following the full solutions implementation.

Although the scope of this RFP is focused on providers serviced through the PRMP, there may be additional scope requested of the awarded vendor to support additional providers beyond those serviced through the PRMP.

The new CPEC solution will incorporate functionality currently provided by existing system components within the Medicaid environment. The PRMP expects the implementation of the CPEC solution may facilitate the decommissioning and/or enhancement of several existing system components, including but not limited to:

- The Provider Enrollment Portal (PEP), functioning as the primary system of record of Provider data for the PRMP

As part of the provider enrollment process, the PRMP currently conducts screening and enrollment activities for all Medicaid providers. Screening and enrollment activities are performed in compliance with regulatory guidance from CMS and requirements defined in 42 CFR 455 Sub Part E.

Although Managed Care providers are subject to the same screening and enrollment activities, credentialing is additionally required by the MCOs. It is performed on licensed medical providers based on standards defined by national quality standard organizations including the National Committee for Quality Assurance (NCQA). Currently each MCO has their own credentialing process, and each provider must be credentialed through each MCO before providing care to Plan Vital beneficiaries causing Medicaid providers to undergo redundant verification processes. Through this procurement, the PRMP is seeking a consolidated approach to enrollment to reduce provider burden by streamlining the certification, screening, enrollment, and credentialing processes. This will help eliminate redundancies in the individual processes and offer a centralized, one-door approach to enrollment for all Puerto Rico Medicaid providers.

Transitioning to a centralized credentialing approach will involve immense planning and coordination with all impacted stakeholders primarily including the MCOs, ASES, and Medicaid providers. The selected vendor will assist the Commonwealth in ensuring a smooth and timely transition of this process. Transition support activities will potentially include identifying acceptable credentialing standards, delegation of credentialing responsibilities from MCOs to the PRMP, and identifying the terms of involvement of MCOs in the credentialing processes performed by the PRMP.

In addition to providing credentialing services as part of the centralized approach, the selected vendor is also expected to provide a credentialing team to conduct end-to-end credentialing activities and to assist in rendering credentialing decisions by engaging the PRMP, PRDoH, MCOs and other relevant parties in the credentialing review process as needed.

4.2 CPEC Vendor Responsibilities and Specifications

The following sections provide a high-level summary of the responsibilities expected of the selected vendor and the project specifications. All specifications detailed in narrative sections will be binding in the contract resulting from this RFP.

In **Attachment G: Response to SOW**, vendors are expected to provide a narrative response, detailing how they can meet or exceed the PRMP's specifications for vendor responsibilities, as detailed in the sections below. Refer to **Attachment G: Response to SOW** for additional details.

4.2.1 Business Specifications

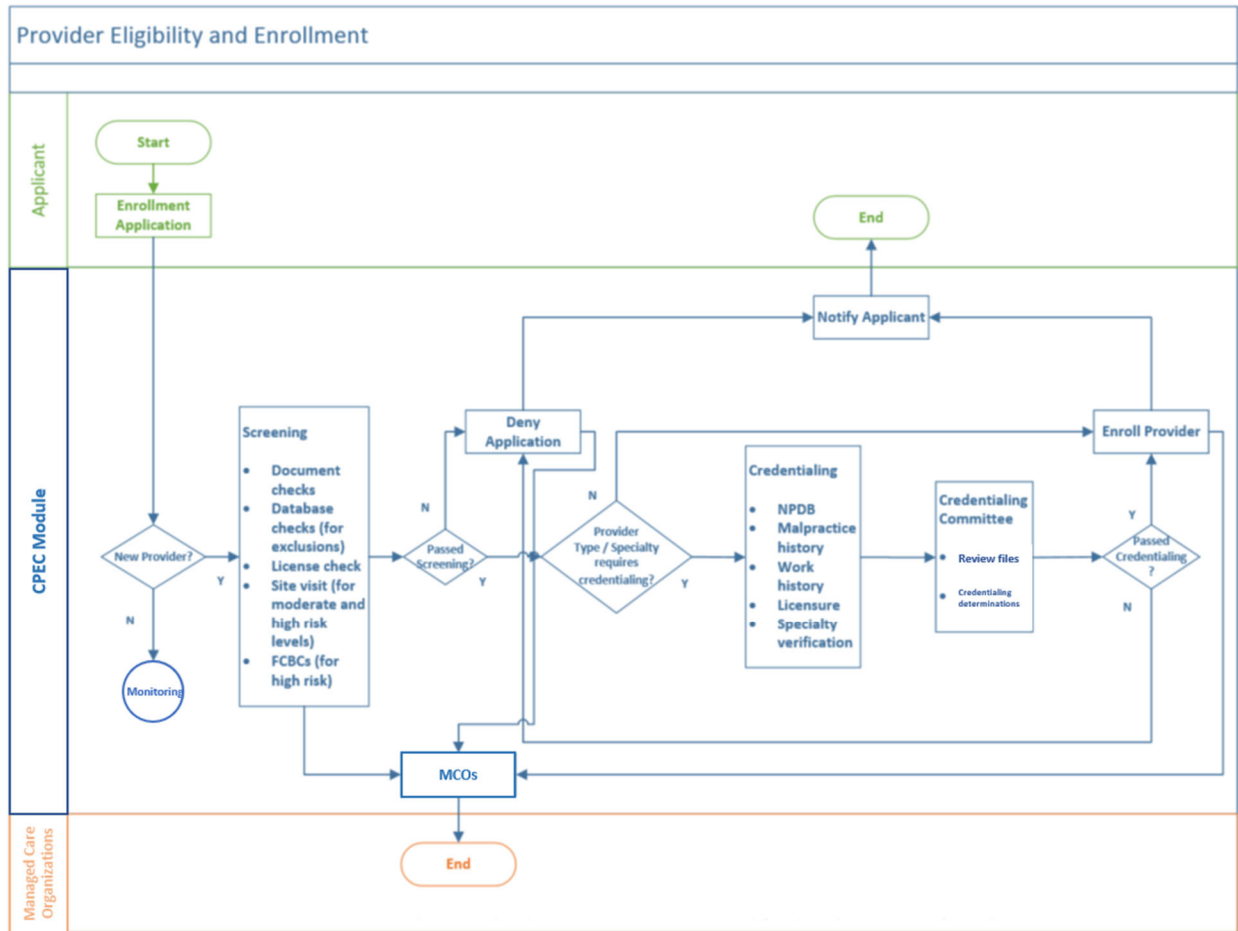
The PRMP seeks an automated, configurable COTS solution and services to support the eligibility and enrollment processes for all Medicaid providers. This includes support for screening activities in compliance with 42 CFR 455 requirements, credentialing activities to meet the quality requirements of NCQA and URAC as required by the MCOs, and certification processes to support the program requirements of the PRMP and other PR agencies. Such consolidation is intended to reduce the redundancy in enrollment and credentialing processes between the agencies and the MCOs, thereby streamlining the enrollment process for all Medicaid providers.

Below are the characteristics the vendor's solution is expected to provide:

- A centralized approach to enrollment for all Medicaid provider applicants and current providers
- Automated screening, credentialing, eligibility, and enrollment processing for program participation by potential and existing providers, using browser-based and mobile platforms
- Standardized and streamlined processes to ensure providers and applicants are subjected to screenings and credentialing only as necessary for their associated programs and services
- Configurability and flexibility to ensure easy adoption of changes in provider screening, certification, and credentialing requirements
- Ability to easily accommodate additional sources of screening and credentialing as they become capable of automation
- High degree of automation, requiring staff intervention in the eligibility determinations only in exception cases
- Automated routing, tracking, and processing of provider applications and user notification of manual actions required to complete processing as needed
- Automated processes to monitor provider performance in accordance with provider agreements, program definitions, and other applicable guidance to ensure continued enrollment
- Collection and maintenance of necessary data from the providers, particularly facilities, to support program planning and operations

The figure below depicts the draft high-level workflow for the planned Medicaid provider eligibility and enrollment process.

Figure 7: Medicaid Provider Eligibility and Enrollment Process



The eligibility and enrollment process depicted is a draft process and subject to change as processes are further refined during future planning and implementation activities. The figure above represents a sample workflow, which the vendor is expected to adopt and adapt to meet enrollment and credentialing activity needs. The intent, however, is that all activities associated with provider application, eligibility determination, enrollment, credentialing, recredentialing, and network management will be supported by the selected solution, as required based on regulatory guidance.

Provider Application

The process of provider enrollment begins with the intake of applications. The vendor’s solution is expected to process applications to support a variety of topics including, but not limited to:

- Enrollment applications from MCO provider applicants
- Revalidation applications for existing providers to renew provider agreements
- Change of ownership applications

- Change of information applications to update previously provided profile information
- Applications for providers to render additional services

The solution will accommodate receipt of applications through multiple technologies including the mobile and browser-based platforms using a user-friendly and modern user interface. The solution will process applications along with the associated documentation received from Medicaid providers. Applications will be tailored to individual provider types, and topics and will be processed in accordance with regulatory guidance applicable to each. The solution will automatically route applications to appropriate work queues while tracking the statuses of applications from intake to determinations. Determination is defined as once the credentialing committee has reviewed and made a decision about the provider application. The solution will allow authorized users to be able to confirm the status of applications and enrollment, sanctions, and restrictions based on solution privileges.

Provider Eligibility

The process of eligibility determination will include screening, certification, credentialing, site visits, background checks, and other validation processes as needed. Each of these activities will be performed based on the types of services providers are seeking to apply or renew for and in compliance with applicable State and federal regulatory guidelines including guidance from CMS and requirements defined in 42 CFR 455 Subpart E.

Screening requirements are determined based on provider risk levels and other applicable regulatory guidance. It involves checking applicants and providers against Commonwealth and federally required screening data sources including, but not limited to:

- License verification sources
- Provider Enrollment, Chain, and Ownership System (PECOS) – to verify enrollment status, Medicare number, NPI, and sanctions or actions taken against the provider
- National Plan and Provider Enumeration System (NPPES) – to verify NPI of medical providers
- Exclusion lists including Social Security Administration Death Master File (SSA DMF), Office of Inspector General (OIG) List of Excluded Individuals and Entities (LEIE), Medicare Exclusion Database (MED), and the General Services Administration (GSA) System for Award Management (SAM)

Screening data sources can include manual checks against files from federal sources, such as exclusion lists received from the OIG, as well as automated checks against State and federal databases. The solution should easily adapt to incorporating and automating new sources of screening as they become available.

Depending on the assigned risk levels of providers, the solution should also accommodate additional screening requirements, such as site visits and criminal background checks.

Certification is a pre-enrollment process specific to other programs, that might be required based on provider type and relationships. The solution must support the certification requirements of waiver providers depending on their provider types and other program specific factors.

Credentialing is a required activity currently performed by MCOs. Through this procurement, the Commonwealth is electing to transition these services from the MCOs to internal resources and the selected vendor, which will involve a substantive transition process. The selected vendor will support this transition effort, assist in determining acceptable credentialing standards agreeable to all impacted parties including MCOs, ASES, other PRDoH divisions, and the PRMP, provide end-to-end credentialing activities, and offer staffing support.

Credentialing will be conducted based on national standards defined by quality organizations such as NCQA. Credentialing typically includes checks of the following:

- Education and training
- Work history
- Licensure
- Board certification
- Malpractice history
- Debarments, sanctions, and disciplinary actions

Credentialing data sources include, but are not limited to:

- National Practitioner Data Bank (NPDB) / Healthcare Integrity Protection Data Bank (HIPDB)
- State licensure / medical boards
- Board certifications

The credentialing team proposed by the selected vendor should include a Credentialing Committee responsible for the following activities:

- Developing standard credentialing requirements in collaboration with all impacted stakeholders
- Identifying outliers for exclusion
- Performing end-to-end credentialing services
 - The selected vendor will be expected to operate as the CVO, utilizing the CPEC solution, integrating with the PRMP and other vendor staff, and providing the PRMP with all necessary support for credentialing services as part of this RFP
- Rendering credentialing decisions with the Commonwealth's input

The selected vendor's solution is expected to include a consolidated and streamlined eligibility determination process for all Puerto Rico Medicaid providers. The results of screening, credentialing, and other eligibility determination activities will be maintained in the solution in accordance with the Commonwealth record retention policies. Provider eligibility will be determined based on the outcomes of the screening, certification, credentialing, and other additional validation processes.

Provider Enrollment

Provider Enrollment and Screening involves assignment of applicants and providers who are deemed eligible to render services through appropriate Medicaid programs. It also involves preventing enrollment of those who do not meet program qualifications and communicating enrollment decisions to applicants and providers accordingly.

Providers Enrollment and Screening activities follow Federal and Commonwealth guidance to ensure compliance. This effort extends to providers who cover a wide spectrum of services:

- Billing
- Rendering
- Ordering
- Referring
- Prescribing
- Operating
- Attending

Continued Enrollment

Continued Enrollment includes monitoring the ongoing compliance of enrolled providers with program requirements. Such provider monitoring activities include:

- Activities toward timely revalidation, recertification, and recredentialing as required by the program requirements of providers
- Ongoing review of screening, credentialing, and other eligibility data to determine changes to screening and credentialing requirements
- Monitoring providers for potentially adverse information such as sanctions, exclusions, license expirations, fraud allegations, and criminal convictions
- Integration with data verification sources for receipt of potentially adverse information, including both internal and external PRMES sources such as other PRMES modules and federal exclusion databases such as OIG's Medicare Exclusion Database (MED)
- Assessment of potentially adverse information to determine what next action needs to be taken:

- Generate notices for additional screening needed
- Generate notices for timely revalidation
- Generate termination and suspension notices

Continued enrollment entails providers successfully complying with program requirements. Such compliance measures include timely submission of cost report data, periodic license renewals, timely disclosure of changes of information including, but not limited to ownership changes, timely revalidation, recertification, and recredentialing as needed by the specific programs providers are enrolled in. Revalidation is required of all Medicaid providers at least every five years; whereas, recredentialing is required every three years, and recertification is specific to the individual waiver program. The selected vendor's solution is responsible for tracking, managing, and conducting these activities according to the schedule applicable to each individual Medicaid provider.

Program compliance measures also include ongoing monitoring of provider data to continuously track impacts to screening and credentialing requirements. These activities could potentially lead to additional screening and credentialing, as well as updated risk levels, and increased frequency of revalidation schedules. Adverse information includes sanctions, expired license notices, fraud allegations, malpractice alerts, and other potentially damaging information that may negatively affect the enrollment of providers. The selected vendor is responsible for integrating with and monitoring various state-identified verification sources to collect and determine the impact of such adverse information. Failure to comply with program requirements could potentially trigger corrective actions from the Commonwealth including suspensions and terminations. The solution must also allow providers to voluntarily submit disenrollment requests in a self-service manner and process them in compliance with applicable federal guidance.

Provider Information

The selected vendor's solution will serve as the single system of record for all providers participating in the PRMP programs, providing all relevant users with access to the most current provider information to all PRMES modules.

Types of provider information that will be stored and maintained in this solution include, but are not limited to:

- Provider demographics, including all applicable identifiers, names, addresses, and service locations
- Provider identification numbers including NPIs for medical providers, state-assigned provider IDs for non-medical providers, Medicare IDs, historical IDs, Drug Enforcement Agency (DEA) numbers, National Council of Prescription Drug Programs (NCPDP) numbers, and tax IDs
- Provider types, specialties, taxonomy codes, and other reference data needed to support provider business functions
- The provider's associations and interrelationships with other providers, provider networks, billing entities, management entities, and facilities

- Detailed corporate ownership and relationships necessary to effectively control participation by excluded or high-risk entities and persons
 - Parent and other related companies
 - Owners and other principals of corporations
 - Owners and other managing employees of related entities
 - Associates and family members of individuals associated with provider entities
 - History of changes in ownership details
- The provider's eligibility information including screening credentialing results (current and historical)
- The provider's authorized programs and services (current and historical)
- Provider licenses, certifications, agreements, and other enrollment information
- Contractual information including affiliations with MCOs and contract dates and terms
- Adverse information regarding providers received from internal and external verification sources

Provider Management

Provider Management includes the responsibilities expected from the selected vendor to help ensure that provider support and oversight activities are adequately addressed.

Provider management and oversight activities include:

- Ongoing support for provider business functions including enrollment and compliance
- Monitoring of provider networks for coverage adequacy and compliance
- Generation of correspondence around program and policy changes
- Targeted communication through appropriate channels around fee schedule updates, billing instruction changes, and training activities
- Generation and maintenance of operational documentation intended for both internal and external users, including user manuals and provider manuals
- Provider oversight and management information including, but not limited to tracking of communications, adverse information, and status of any investigations or appeals
- Other data as necessary to effectively manage providers within the PRME
- Training activities tailored to support provider business functions such as accessing Portal functions and other provider-specific resources

- Development and distribution of quarterly provider satisfaction surveys and reports, as defined in **Appendix 2: Deliverable Review process and Deliverables Dictionary**.

Facility Oversight

Facility Oversight includes the collection and use of data pertaining to Medicaid-approved facility providers, such as hospitals and nursing facilities, among others. In addition to retrieving the data, the solution must provide capability for facilities to make online submission of facility data associated with NFs, ICF-IIDs, and hospitals such as bed counts and cost report data to be used in program planning and operations.

The vendor's solution is expected to support receipt of ownership disclosures for new enrollments, revalidations, and changes submitted thereafter following any change in ownership of the disclosing entity, in compliance with applicable federal guidance.

Provider Portal

The vendor's solution is expected to include a public-facing interface allowing potential, current, and historical providers to interact with the PRMP, conducting Medicaid business in a self-service manner. The interface is expected to support browser and mobile access and stay current with technology evolution over the life of the solution. The provider portal will seamlessly integrate with existing public interfaces and other PRMES modules. The portal is the main entry point for providers to access PRMES information specific to their interests and needs. This is a single point of entry for all provider users. It should support the 'one-front-door' approach for enrollment by offering all providers access to a variety of PRME business services. Such services include but are not limited to:

- Self-service capability to submit provider applications for participation in PRME programs, change of ownership disclosures, and other information changes
- Self-service capability for providers or designated trading partners to submit and verify statuses of claims and prior authorizations
- Ability to upload electronic documentation in support of applications and other transactions including claims and prior authorizations
- Access to provider resources for information specific to every PRME program, including:
 - Fee Schedules
 - Online Handbooks
 - Policy Manuals
 - Training Materials
 - Policy and Program Updates
 - User Guides
 - Online Tutorials

- Frequently Asked Questions
- Ability to access enrollment information of individuals they serve
- Support financial functions, including:
 - Ability to submit financial data including cost reports and other rate data necessary to support financial business functions
 - Ability to collect and record online application fee payments
 - Access financial statements including remittance advice, tax forms, accounts payable, and accounts receivable
- Other generic provider support functions, including:
 - Live chat capabilities
 - Ability to verify provider application and enrollment statuses
 - Ability to search the provider directory for all relevant provider data
 - Ability to provide feedback to PRMP through online surveys
 - Ability for providers to affiliate with each other based on business relationships

The list of functions above is not exhaustive and is subject to change because of further planning and implementation activities. The intent, however, is that all interactions with providers will be supported by the portal functions of the selected solution.

4.2.2 Technical Specifications

Technical specifications drive how the solution should be designed with an emphasis on long-term use and reuse.

Systems and Application

Systems and Application describes the architecture and implementation expectations including the management of data across the PRMES, technical documentation, and provision of other non-functional technical components that facilitate an efficient implementation. Expected activities related to Systems and Application include, but are not limited to:

- Collaboration with other PRMES module vendors to coordinate integration
- Utilization of rules-based, modular, reusable, and configurable components
- Support for online, mobile, and browser-based web capabilities
- Development and maintenance of project artifacts to support system-related planning, design, development, and implementation
- Support for non-disruptive configuration changes and system upgrades

Hosting

This section addresses hosting and environment specifications. The vendor's solution should be a cloud-based hosted solution. The PRMP expects the delivery of the solution and services to be seamless with the hosting solution providing the flexibility to integrate other solutions for security and regulatory purposes in the future and be cost-effective and scalable. Expected activities related to hosting include, but are not limited to:

- Provide a hosting environment for all solution components that has a Federal Risk and Authorization Management Program (FedRAMP) Certification, FedRAMP Risk Assessment that indicates compliance, or has a documented NIST 800-53 rev 4 at a "moderate" system risk assessment designation
- Demonstrate that the vendor's hosting solution is Statement on Standards for Attestation Engagements (SSAE-16) SOC 1 Type 2 and SOC 2 Type 2 compliant
- Prepare for hosting responsibility turnover to the PRMP, and other authorized parties, during project closeout

PRMES Integration

The selected vendor will be expected to integrate their proposed solution into the overall PRMES platform. This integration will include implementation, configuration, and operational activities and will occur throughout the life of the engagement. The selected vendor will be expected to actively collaborate with the MMIS vendor, and other relevant vendors as applicable, to ensure proper integration of the CPEC solution into the broader PRMES.

Integration will allow the selected solution to interact with other PRMES, accessing information as needed to support business functions provided by the CPEC solution, and supplying provider information necessary to support business functions provided by other PRMES components. Integration will also support the exchange of information with other Puerto Rico Medicaid stakeholders and business partners, and the use of shared technology services that support all PRMES modules.

Integration is expected to be accomplished using a service-oriented architecture (SOA) for all modules, an enterprise-service bus (ESB) providing module interoperability in a star topology, and the use of data and communication standards that help ensure seamless interoperability between components and stakeholders.

The CPEC vendor is not expected to provide an ESB to support their solution. Currently, PRMP's ESB needs are serviced through Gainwell's proprietary solution. The CPEC vendor is expected to integrate with this solution and moving forward is expected to integrate with whatever ESB that PRMP identifies as necessary. Included below is a high-level description of the current ESB solution servicing the PRMES.

- JBoss Fuse ESB: Provides routing, transformation, and services management functions. This includes support for protocols such as RESTful or SOAP web services, both synchronous and asynchronous. It has a pluggable architecture that allows individuals to

use their preferred software services in a traditional service-oriented architecture (SOA) or a microservices-based architecture.

- IBM Sterling B2B Integrator: A robust high-availability Business-to-Business integration solution with an extensive set of communication protocols including web services, S/FTP/S client and server, HTTP/S, SMTP, Applicability Statement (AS1-AS4), RosettaNet, WebDAV and Zengin TCP/IP, plus SSL, SSH and others.

Activities related to the integration with other PRMES modules and state-identified solutions. Expected activities related to PRMES Integration include, but are not limited to:

- Collaboration with the MMIS vendor and other applicable PRMES vendors
- Configuration and updates of the solution in support of other PRMES modules
- Providing non-functional technical components required to facilitate efficient PRMES Integration

Technical Services

Technical Services include support for documentation and correspondence needs and role-based workflow functionality. Expected activities related to Technical Services include, but are not limited to:

- Providing workflow capabilities necessary to operate the vendor's solution
- Collaboration with the MMIS and other PRMES module vendors to ensure seamless information transition

Data Management

Data Management supports the conversion, capture, maintenance, processing, validation, and logging of data in accordance with state-defined business rules. Expected activities related to Data Management include, but are not limited to:

- Creation and execution of plans for conversion of legacy data
- Gathering and maintenance of data required for provider functionality
- Tracking, auditing, and monitoring of data changes
- Maintenance of a data dictionary crosswalk between provider transactions and the operational data store
- Collaboration with the Commonwealth and other PRMES module vendors to develop enterprise data models

Security

Security includes functionality and requirements that need to be satisfied to achieve security of the solution. Expected activities related to Security include, but are not limited to:

- Compliance with State and federal security guidelines
- Utilization of Identity Access Management (IdAM)
- Integration of Single Sign-On (SSO) access

Privacy

Privacy is focused on the protection of Medicaid data, such as Protected Health Information (PHI) and Personally Identifiable Information (PII), ensuring the security and confidentiality of the information against unauthorized access, use, or threats/hazards to the integrity of the sensitive information. Expected activities related to Privacy include but are not limited to:

- Establishment and maintenance of physical, technical, and administrative safeguards to prevent unauthorized access to PHI and PII
- Limitation of use, distribution, or disclosure of PHI and PII
- Compliance with federal privacy and data security requirements
- Compliance and cooperation with any Health Insurance Portability and Accountability Act (HIPAA) privacy related requests
- Determination, reporting, and response to any actual, attempted, or suspected theft of, accidental disclosure of, loss of, or inability to account for any PHI and PII

User Interface

User Interface (UI) includes accessibility, browser support, error handling, digital media support, and other technical and operational specifications, including access capabilities to various data elements, some of which reside in other systems. Expected activities related to User Interface include, but are not limited to:

- Support for preferred stakeholder communication methods
- Utilization of human-readable URLs as navigational aids within browser-based components
- Compliance with applicable Commonwealth and federal accessibility requirements
- Development and maintenance of a user-friendly, role-based configurable UI
- Management of cookies to ensure any generated, used, or required by the solution do not contain user identifiable data
- Access and error messages that are understandable to end users
- Validation, editing, and verification of form field data

User Documentation

User Documentation is related to the development and ongoing maintenance of documentation, including user manuals (see **D32: System Operations Plan**) and other operational documents. Expected activities related to user documentation include, but are not limited to:

- Development of and updates to user documentation compliant with Commonwealth standards
- Development and updates of a user manual that details the operational and processing features provided by the solution
- Implementation of documentation updates following the defined vendor change management process
- User access to current and historical user documentation

Reporting and Analytics

Reporting and Analytics includes capabilities to provide data extracts, operational reporting, and systems performance monitoring, logs, and alerts to monitor the functioning of the system. Expected activities related to Reporting and Analytics include, but are not limited to:

- Reporting needed to support module administration
- Systems and application reporting
- Enabling of standard and ad hoc reports in the PRMP-defined flexible formats
- Role-based user access to reporting functionality and documentation
- Presentation of data, including configurable dashboards and key aggregated current and historical operational data for analysis

4.2.3 Implementation Specifications

Implementation specifications drive deployment of the solution through the execution of project activities including project management planning, solution testing, and training while ensuring a timely and successful certification.

Project Management

Project Management activities include establishing and maintaining processes in coordination with the PRMP PgMO and the CPEC PM services vendor, developing and maintaining the project schedule, and completing other project deliverables in coordination with the PRMP PgMO and other PRMES module vendors to support the various phases of the project life cycle. Expected Project Management activities include, but are not limited to:

- Full implementation of all business specifications in accordance with the project schedule and the PRMP-defined SLAs
- Development and submission of all deliverables specified in **Appendix 2: Deliverable Review Process and Deliverables Dictionary**, following the PRMP-approved standards

- Submission of a project governance structure, leveraging the governance structure currently implemented across the PRMP PgMO
- Maintaining appropriate staffing levels
- Application of Project Management methodology and System Development Life Cycle (SDLC) methodology following industry standards

CMS Certification

The selected vendor will be expected to prove the viability of their solution during planning, implementation, and operational phases of the engagement. This includes a commitment to the successful and timely certification of the solution by CMS, consistent with CMS' guidance regarding streamlined modular certification. The selected vendor will be expected to support the PRMP with all certification-related activities, including, but not limited to aligning the certification and approach with CMS' most up-to-date guidance on certification. As part of this commitment, the selected vendor will be responsible for developing or assisting in the development of any materials relevant to the certification of the system. Additionally, the selected vendor will be responsible for supporting the PRMP with any activities related to the certification of the system. Expected activities related to CMS Certification include, but are not limited to:

- Alignment of the solution consistent with streamlined modular certification and the applicable certification criteria identified by the PRMP
- Preparation and submission of all necessary certification materials
- Support the PRMP with any activities related to the certification of the system
- Addressing all issues that arise preventing timely certification by CMS, at no additional cost to the PRMP

Testing

Testing includes the activities related to the verification of the solution to ensure the system and supporting services are performing in alignment with the RFP specifications and project outcomes. This effort includes testing of the solution for compliance with discussions and the PRMP decisions stemming from each phase of the project. Expected activities related to Testing include, but are not limited to:

- Setup and maintenance of consistent and near parallel testing environments
- Support for Operational Readiness Reviews (ORR)
- Promotion of functionality from a test environment to production environment
- Support for the PRMP throughout UAT and Operational Readiness Testing (ORT)
- Transparency for the PRMP and designees into testing activities within each test environment

- Development of detailed testing documentation as defined in **Appendix 2: Deliverable Review process and Deliverables Dictionary**
- Identification and timely resolution of defects impacting both the functional and non-functional test environments

Training

Training describes the actions necessary to help ensure users understand and can operate the intended solution, including generation of training plans, planning training activities, logistics, and generation of training materials. The scope of training includes both internal and external PRME users including, but not limited to the PRMP staff, subcontractors, providers, and MCO staff. The selected vendor is expected to provide tailored training activities aligned with the needs of each specific user group. Expected activities related to Training include, but are not limited to:

- Development and maintenance of a Training Plan(s), as described in **Appendix 2: Deliverable Review Process and Deliverables Dictionary**
- Delivery of direct hands-on training to all staff identified by the PRMP as needing training
- Development and maintenance of training materials in the PRMP-approved formats
- Delivery of training to new staff consistent with assigned roles and responsibilities
- Delivery of in-person, and on-site training for each release, at the discretion of the PRMP
- Analysis to tailor training to specific user roles and groups
- Delivery of training to all user groups in accessible locations and formats, as defined by the PRMP
- Provision of training facilities and equipment as required
- Training in support of UAT, ORT, and operations

The selected vendor is expected to provide in-person training to external user groups including, but not limited to providers and MCO staff. This training must cover use of the vendor's solution and supporting CVO services, and include all functions accessed via the portal.

4.2.4 Maintenance and Operations Specifications

Maintenance and Operations specifications ensure that through careful contingency planning, and adherence to compliance, that the CPEC solution runs optimally throughout its life cycle.

Maintenance and Operations (M&O)

The selected vendor will be responsible for the configuration, implementation, maintenance, and operation of the proposed solution for the life of the engagement. The configuration of the solution may require modifications to adapt to changes in the set of PRMES modules and the associated distribution of business functions. The vendor will be expected to collaborate in the definition of

transitional approaches needed as the PRMES modernization progresses, and to make necessary modifications to their proposed solution accordingly.

The selected solution is expected to consist of one or more COTS components, and as such, these components are expected to undergo periodic updates available to all users of the components. Reference data will also be continually updated to support the ongoing system operations.

Operational support is expected to consist of all activities associated with the reliable operation of computer systems, including research and resolution of major and minor operational issues including, but not limited to system outages, rejected records, data quality problems. Vendors are expected to actively collaborate with the operators of other PRMES components and to participate in corrective actions as needed to resolve implementation and operational issues that affect their components, including those that span solution boundaries.

Expected activities related to M&O include, but are not limited to:

- Collaboration in the definition of transitional approaches as the PRMES modernization progresses, making modifications to their solution accordingly
- Technical support coverage with a state-approved incident tracking system
- Providing support teams for general activities and tasks including operations, administration, maintenance, and technical support
- Providing and supporting updates to the underlying COTS products, in response to changes in the PRMP business needs
- Documentation and update of Root-Cause Analysis (RCA) and change requests as needed
- Support for secure, online, role-based inquiries, reporting, updates, and submissions to the integrated services and ancillary applications
- Collaboration with other PRMES module vendors

Business Continuity/Disaster Recovery (BC/DR)

Business Continuity (BC)/Disaster Recovery (DR) category describes the plans, activities, and testing measures required to ensure continuity and recovery of the PRMES business operations during periods of system malfunction or a disaster event. Expected BC/DR activities include, but are not limited to:

- Creation and maintenance of a Business Continuity Plan (BCP) and a Disaster Recovery Plan (DRP) in accordance with the PRMP requirements, which adhere to applicable State and federal laws, rules, regulations, and guidelines, as described in Appendix 2: Deliverables Dictionary
- Establishment and maintenance of a hierarchy of critical services and infrastructure to determine the order in which services will be restored

- Execution of a Business Impact Analysis (BIA) process to establish recovery standards, Recovery Time Objective (RTO) and Recovery Point Objective (RPO) based on business need, with the Commonwealth business input across all PRMES modules
- Establishment of a disaster recovery environment including backup network connectivity to both the primary production and DR environments

Transition, Turnover, and Closeout

Transition, Turnover, and Closeout includes activities and deliverables necessary to support the offboarding of the vendor. The vendor is expected to work with the PRMP and other necessary stakeholders to help ensure a seamless transition in system functionality and services. Expected transition, turnover, and closeout activities include, but are not limited to:

- Delivery of all transition, turnover, and closeout deliverables
- Knowledge and asset transfer between the vendor and the PRMP

Compliance

Compliance includes activities necessary for annual reporting and control activities, as well as compliance with Commonwealth and federal mandates. Expected activities related to Compliance include, but are not limited to:

- Compliance with all the PRMP-defined SLAs
- Compliance with all applicable Commonwealth and federal laws, regulations, policies, and standards
- Provision of reports as required by the PRMP
- Providing the PRMP-authorized users access to vendor facilities and records
- Retention of all records and reports in accordance with the PRMP policies and procedures
- Meeting all current and future Industry Standard Architectures including, but not limited to MITA
- Establishing and maintaining the vendor's primary project site including, but not limited to office space

4.3 Required Terms and Conditions

A draft contract is provided in **Appendix 7: Proforma Contract Draft**, and it details the PRMP's non-negotiable terms and conditions, including tax requirements with which the vendor must comply in Puerto Rico, as well as:

- Scope of Service
- Contract Period
- Payment Terms

The proforma contract represents an example of the contract document that the successful vendor must sign. The proforma contract included in this RFP is an example contract and does not include all final specifications. 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 within **Appendix 7: Proforma Contract Draft**.

5. Evaluation of Offers

5.1 Evaluation Process

Proposals will be evaluated in two parts by a committee of five or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. After the evaluation of technical proposals, the evaluation committee will identify those proposals with the highest technical scores and will move these proposals forward to the second part of the RFP evaluation, the cost proposal. The number of proposals that the evaluation committee moves forward from technical evaluations to cost evaluations will be relative to the total number of proposals submitted 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.

The vendor who demonstrates that they meet all the mandatory specifications will be selected to move forward to the cost proposal evaluations, and subsequent to cost proposal evaluation the evaluation committee shall recommend for the contract be awarded to the vendor who demonstrates the highest overall point score of all eligible vendors.

5.2 Evaluation Criteria

Proposals will be evaluated based on criteria in the solicitation and information contained in the proposals submitted in response to the solicitation. Proposals will be initially screened to assess whether the proposal meets or exceeds the mandatory specifications listed in **Attachment E: Mandatory Specifications**. Proposals passing the initial review will then be eligible to be evaluated and scored across six global criteria, with each receiving a percentage of the overall total (1,100) points. The technical evaluation will be based upon the point allocations designated below for a total of 800 of the 1,100 points. Cost represents 300 of the 1,100 total points.

If oral presentations are not held, the technical evaluation will be based upon the point allocations of the remainder of the criteria for a total of 750 of 1,050 total points. Cost will remain 300 of the 1,050 total points.

Table 4: Scoring Allocations

Scoring Area	Points Allocated
Global Criterion 1: Vendor Qualifications and Experience	100 Points Possible
Global Criterion 2: Vendor Organization and Staffing	100 Points Possible
Global Criterion 3: Approach to SOW and Outcomes	450 Points Possible
Global Criterion 4: Initial Project Schedule	100 Points Possible
Global Criterion 5: Cost Proposal	300 Points Possible
Global Criterion 6: Oral Presentations	50 Points Possible
Total Points Possible	1,100 Points

5.3 Clarifications and Corrections

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

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

5.4 Failure to Meet Mandatory Specifications

Vendors must meet or exceed 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 may be disqualified and may not have the remainder of their technical or cost proposals evaluated.

5.5 Technical Proposal Opening and Evaluation

The 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. Technical proposals will be posted for public inspection after technical and cost evaluations are complete and the Award Notification has been posted. See **6.2: Contract Award Process** for additional details.

5.6 Cost Proposal Opening and Evaluation

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

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

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

5.7 Requests for More Information

The PRMP may request clarifications or oral presentations of vendors participating in the RFP process. See **1.3: RFP Timeline** for details on the timing of oral presentations. During oral presentations, vendors may not alter or add to their submitted proposal but only clarify information. Oral presentations will be the opportunity for the vendor to demonstrate its understanding of meeting the goals of the RFP. A description of the materials and information to be presented will be provided before the oral presentations.

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

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

The 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 oral presentation, if required.

5.8 Reference Checks

The 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 list of vendor references.

6. Award of Contract

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

6.1 Clarifications and Negotiations

The 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. The PRMP reserves the right to conduct clarifications or negotiations with one or more vendors. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

6.1.1 Clarifications

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

6.1.2 Negotiations

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

6.1.3 Failure to Negotiate

If the PRMP determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best-evaluated vendor, then the 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.

6.2 Contract Award Process

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

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

After identification of the awarded vendor, the PRMP will issue a Notice of Award, identifying the apparent best-ranked response and making the RFP files available for public inspection at the time and date specified in **1.3: RFP Timeline**.

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 the PRMP pursuant to this RFP. The contract shall be similar to that detailed within **Appendix 7: Proforma Contract Draft**. The vendor must sign the contract by the contract signature deadline detailed in **1.3: RFP Timeline**. If the vendor fails to provide the signed contract by this deadline, the PRMP may determine that the vendor is non-responsive to this RFP and reject the response.

Notwithstanding the foregoing, the 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 the 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.

If the PRMP 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.

6.3 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 the PRMP and do not create rights, interests, or claims of entitlement in either the vendor with the apparent best-evaluated response or any other vendor. The PRMP obligations pursuant to a contract award shall begin only after the contract is signed by the 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 Puerto Rico, is registered with the Comptroller's Office, and distributed by the Contract Office of PRDoH.

The PRMP shall not be liable for payment of any type associated with the contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the 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.

6.4 Performance

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

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

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 the PRMP, and is subject to specific requirements, identified in **Appendix 3: Service-Level Agreements (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 3: Service-Level Agreements (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 the PRMP in writing, takes all steps necessary to minimize the effect of such circumstances, and resumes its performance of the services in accordance with the SLAs as soon as possible.

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

7. Attachments

Attachment A: Cost Proposal

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

The vendor's cost proposal should provide sufficiently detailed information to allow the PRMP to assess the reasonableness of the vendor's cost. The vendor's cost proposal should be inclusive and complete for each area identified in **Attachment A: Cost Proposal** . The cost proposal should be built assuming that the CPEC contract will be active for at least two years. The 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.

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

The following are the PRMP's cost assumptions for implementation phase of the project:

1. The Cost Proposal should not include exceptions and additional terms and conditions.
2. The PRMP will not be liable for or pay any project costs that the vendor does not identify in its proposal.
3. The vendor should be prepared to submit an Implementation Project Management Invoice throughout the project's implementation phase. As payment milestones are completed, the vendor will be allowed to invoice for the full dollar amount associated with that payment milestone.
 - a. Payment milestones include one-time deliverables and data migration.

The following are the PRMP's cost assumptions for maintenance and operations phase of the project:

1. The Cost Proposal should not include exceptions and additional terms and conditions.
2. The PRMP will not be liable for or pay any project costs that the vendor does not identify in its proposal.
3. Upon initiation of project maintenance and operation activities, the vendor should be prepared to submit a monthly invoice for maintenance and operations that is inclusive of the total costs for M&O support, hosting and disaster recovery, CVO services, applicable deliverables, packaged software, and hardware. These costs, minus the CVO services and deliverables, should be itemized and summarized into a total monthly fee for the

solution and services provided as a part of this contract. In addition to this monthly fee, the vendor should be prepared to include the total hours utilized from the modifications and enhancements pool as-is necessary. The costs for Project Management: Reoccurring Deliverables and Maintenance should also be included as an itemized cost in the monthly invoice. Costs associated with CVO services should be invoiced monthly and based on monthly volume and price per transaction plus applicable fixed fees, as detailed in the cost proposal. Volumes related to monthly CVO services are expected to vary on a monthly basis. Invoices for CVO services should be separate from other M&O costs. The vendor should be prepared to have each monthly fee itemized by category (i.e. M&O, Hosting, and Disaster Recovery) and evidence should be provided in support of the work completed throughout the invoicing period.

4. Maintenance and Operations Modifications and Enhancements Pool:

- a. The vendor will perform modifications and enhancements as per the vendor's submitted and the PRMP approved Change Management Plan.
- b. PRMP will use the "Labor Rates" supplied by the vendor in the Attachment A: Cost Proposal – Cost Workbook as a rate card for change requests using the Modifications and Enhancements Pool.
- c. PRMP defines modifications to include, but not be limited to, change arising from normal business operations, changes in business rules, system changes required to maintain compliance with federal regulations and standards. Modifications are to occur ongoing throughout implementation and maintenance and operations phases and will be implemented upon PRMP approval.
- d. PRMP defines enhancements as being inclusive of, but not limited to, changes initiated by PRMP to achieve strategic objectives, implement new programs, and mature business capabilities. Enhancements are ongoing changes made throughout implementation and maintenance and operations phases. Enhancements will only be implemented upon PRMP approval.
- e. PRMP estimates it will use a pool of up to 20,000 hours per year for the life of the contract for modifications and/or enhancement activities. It is estimated the modifications and enhancements pool is 20,000 hours per year, but it is not implied as a guarantee PRMP will utilize the total hours estimated. Unused enhancement hours expire at the end of each contract year.
- f. Only certain activities approved through the Change Management Plan will be included in the hours counted against the pool of 20,000 hours. The vendor cannot invoice for any hours in the annual pool that have not been approved through the formal change management process. PRMP determines which change request, inclusive of the modifications and/or enhancements, will be charged to the Modification and Enhancement Pool.

- g. The resolution of system defects at the fault of the vendor are the responsibility of the vendor. PRMP does not consider costs associated with defect remediation to be modification and/or enhancement activities. Costs attributed to said activities shall be the responsibility of the vendor.

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

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

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

1. Title Page

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

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

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

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

Subject to acceptance by the 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 a signature to *6: 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 of Incorporation

By signature hereon, the vendor certifies that:

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

2. Vendor Information

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

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

2.1 Payment Address

In the table below, the vendor should provide the name, title, and address to which the 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:			

2.2 Legal Notice Address

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

Table 6: Legal Notice Information

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

3. Executive Summary

This section should be a brief (one- 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 the PRMP.

<Response>

4. 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** a letter from the subcontractor, signed in blue ink by an authorized signatory legally binding the subcontractor, which includes the following information:

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

<Response>

5. Table of Contents

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

<Response>

6. Disclosure of Response Contents

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

All materials submitted to the PRMP in response to this RFP shall become the property of the Government of Puerto Rico. Selection or rejection of a response does not affect this right. By submitting a response, a vendor acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of Puerto Rico. If a vendor determines there is a "trade secret" contained in the proposal, the vendor must send a written notification to the solicitation coordinator when submitting the proposal to help prevent public disclosure of the "trade secret." A redacted version of the technical proposal must be provided to the 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. The 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 the 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; understand the requirements, terms, and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the vendor to execute this bid or any documents related thereto on 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 Puerto Rico agency that may require registration.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

Attachment C: Vendor Qualifications and Experience

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

Organization Overview

This section of the vendor’s technical proposal should include details of the vendor and subcontractor overview. The vendor’s technical proposal should include organization overview, corporate background, vendor’s experience in the public sector, and certifications.

1.1 Organization Overview

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

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

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 (e.g., Private/Public, Joint Venture)	<Response>
Number of Full-Time Employees	<Response>
Last Fiscal Year Company Revenue	<Response>
Last Fiscal Year Company Net Income	<Response>
Percentage of Revenue from State and Local Government 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>

Vendor Overview	
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>

1.2 Subcontractor Overview (If Applicable)

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

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

Table 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 (e.g., Private/Public, Joint Venture)	<Response>
Number of Full-Time Employees	<Response>
Last Fiscal Year Company Revenue	<Response>
Last Fiscal Year Company Net Income	<Response>
Percentage of Revenue from State and Local Government 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>

Subcontractor Overview	
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>

Existing Business Relationships with Puerto Rico

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

<Response>

Business Disputes

Provide details of any disciplinary actions and denote any that are pending litigation or Terminated for Cause or Convenience and associated reasons. Also, denote any other administrative actions taken by any jurisdiction or person against the vendor. List and summarize all judicial or administrative proceedings involving your sourcing activities, claims of unlawful employment discrimination, and anti-trust suits in which you have been a party within the last five 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>

References

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

Vendor (Prime) References Form

Include at least three references from projects performed within the last three years that demonstrate the vendor’s ability to perform the scope of work described in this RFP. The vendor must include references from three 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 pre-filled 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:	
Reason(s) for change in value:		

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

Subcontractor References (If Applicable)

If the vendor’s proposal includes the use of subcontractor(s), provide three references for each subcontractor. The 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:	
Project Information		
Total Vendor Staff:		
Objectives:		

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

Attachment D: Vendor Organization and Staffing

This section will provide instructions to vendors to submit their approach to staffing for the CPEC contract using **Attachment D: Vendor Organization and Staffing**.

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 the PRMP. The evaluation of the vendor's staffing approach shall be based on the ability of the vendor to satisfy the SOW, outcomes, and requirements stated in this RFP. Therefore, the vendor should present detailed information regarding the qualifications, experience, and expertise of key staff and an Initial Staffing Plan.

For ease of formatting and evaluation, **Attachment D: Vendor Organization and Staffing** provides the required outline for the vendor's response to staffing. The vendor's response to the following should not exceed 20 pages, excluding key personnel resumes and the forms provided in this attachment.

1. 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 **Attachment E: Mandatory Specifications**, the vendor's narrative description of its proposed Initial Staffing Plan should include:

- A description of the vendor's proposed team that exhibits the vendor's ability and capability to provide knowledgeable, skilled, and experienced personnel to accomplish the scope of work as described in this RFP.
- Organization charts for the operation showing both the vendor staff and their relationship to the PRMP staff that will be required for the delivery of all necessary CPEC services. The organization chart should denote all key staff and non-key positions with a summary of each key staff's responsibilities.
- Identification of subcontractor staff, if applicable.
- Detailed explanation of how the prime vendor will manage any subcontractor partnership including but not limited to the performance standards in place between the prime and subcontractor, if applicable.

<Response>

2. Use of the PRMP Staff

Describe the business and technical resources the 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 this project. Specifically, the vendor should address the following:

- The key PRMP roles necessary to support project deliverables and scope of work.

- The nature and extent of the PRMP support required in terms of staff roles and percentage of time available.
- Assistance from the PRMP staff and the experience and qualification levels of required staffing.

The 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, the PRMP may reject the vendor's proposal if the PRMP is unwilling or unable to meet the requirements.

3. Key Staff, Resumes, and References

Key staff consist 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 CPEC 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.

These roles that the PRMP expects the vendor to propose are:

Key Staff

- Account Manager
- Project Manager
- Business Lead
- Technical Lead
- Implementation Manager
- Operations Manager
- Certification Lead
- Documentation Management Lead
- Quality Assurance Manager
- Testing Manager
- Information Security Architect / Privacy Data Protection Officer
- Training Manager
- Provider Enrollment Manager
- Provider Credentialing Manager

The qualifications, experience, and responsibilities for each key staff role are defined in **Appendix 4: Key Staff Qualifications, Experience, and Responsibilities**

2.1 Resumes

The PRMP considers the key staff resumes as an indicator of the vendor's understanding of the skillsets required for each staffing area and their ability to perform them. The vendor should complete the table below and include resumes of all the individuals who are being initially proposed. Each resume must not exceed three pages and must demonstrate experience relevant

to the position 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 three-page limit.

Table 11: Proposed Key Staff and Roles

Name	Proposed Role	Experience in Proposed Role

<Response>

2.2 Key Staff References

The vendor should provide two references for each proposed key staff. The reference should be able to confirm that the staff has successfully demonstrated performing tasks commensurate to the tasks they will perform 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. The PRMP may contact one or more of the references given and the reference should be aware that the PRMP may contact them for this purpose.

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

Table 12: Key Staff References

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

Key Staff Reference Form							
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:							
Key Staff Reference Form							
Key Staff Name:		Proposed Role:					
Reference 1							
Client Name:		Client Address:					
Contact Name:		Contact Title:					
Contact Phone:		Contact Email:					
Project Name:		Start Date:	MM/YYYY	End Date:	MM/YYYY		
Project Description:							
Project Role and Responsibilities:							
Reference 2							
Client Name:		Client Address:					
Contact Name:		Contact Title:					
Contact Phone:		Contact Email:					
Project Name:		Start Date:	MM/YYYY	End Date:	MM/YYYY		

Key Staff Reference Form

Project Description:

Project Role and Responsibilities:

Attachment E: Mandatory Specifications

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

Instructions: The mandatory specifications must be agreed to and met by the vendor as a part of the submitted proposal. Failure on the part of the vendor to agree to and meet any of the mandatory specifications may result in their disqualification of the proposal at the sole discretion of the PRMP. The term “must,” stipulates 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. When appropriate, the vendor’s proposal must provide narrative responses addressing the following subsections.

A line for the vendor to initial follows each subsection below. By initialing each subsection, the vendor certifies that it has reviewed the subsection in its entirety and agrees that the vendor meets, and will continue to meet, each of the requirements in full, for the duration of the contract. In addition, the vendor must also sign upon the line below certifying that it has reviewed these mandatory specifications in their entirety and agrees that the vendor meets, and will continue to meet, each of these mandatory specifications in full, for the duration of the contract.

Submission Requirements

This RFP includes multiple sections that specify proposal submission requirements including but not limited to **1.3 RFP Timeline**, **3.11 Proposal Submittal and Instructions**, and **7. Attachments**. 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 aforementioned sections. Failure to meet any of the submission requirements of this RFP may result in disqualification of a proposal, in accordance with **5.4 Failure to Meet Mandatory Specifications**.

Initial

Mandatory Requirements

Vendors must provide a response to each of the following mandatory requirements. Vendor responses will then be verified by the PRMP in order to establish and maintain compliance between the PRMP and the CPEC vendor. The first section requires initialing and narrative explanation. The second section does not require narrative explanation; however, the vendor must still include and initial these mandatory requirements as part of their proposal.

Mandatory Requirements: Narrative Explanation Required

1. The vendor must provide the right of access to systems, facilities, data, and documentation to the PRMP or its designee to conduct audits and inspections as is necessary.

<Response>

2. The vendor must support the PRMP's requests for information in response to activities including, but not limited to:
 - a. Compliance audits
 - b. Investigations
 - c. Legislative requests

<Response>

3. The vendor must provide authorization from a parent, affiliate, or subsidiary organization for the PRMP to have access to its records if such a relationship exists that impacts the vendor's performance under the proposed contract.

<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 Code of Federal Regulation (CFR) 1194.21 and 36 CFR 1194.22.

<Response>

5. The vendor must provide increased staffing levels if requirements, timelines, quality, or other standards are not being met, based solely on the discretion of and without additional cost to the PRMP. In making this determination, the PRMP will evaluate whether the vendor is meeting service levels as defined in the contract.

<Response>

6. The vendor must provide evidence that staff have completed and signed all necessary forms prior to executing work for the contract.

<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:
 - a. Protected Health Information (PHI)
 - b. Personally Identifiable Information (PII)
 - c. Financial Transaction Information

- d. Federal Tax Information
- e. Social Security Administration (SSA) data including, but not limited to family, friends, and acquaintance information

<Response>

- 8. The vendor and its staff or subcontractors must conduct CVO services in adherence with NCQA Health Plans standards.

<Response>

Mandatory Requirements: No Narrative Explanation Required

- 1. The vendor must comply with current and future Puerto Rico and federal regulations as necessary to support the services outlined in this RFP.
- 2. The vendor must perform according to approved SLAs and associated metrics in the areas listed in **Appendix 3: Service-Level Agreements and Performance Standards**.
- 3. 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)
- 4. The vendor must perform all work associated with this contract within the continental United States (U.S.) or U.S. Territories.
- 5. The vendor must comply with federal Executive Order 11246 related to Equal Employment Opportunity Act, the Clean Air Act, and the Clean Water Act.
- 6. The vendor must serve as a trusted partner to the PRMP and represent the PRMP's interests in all activities performed under the resulting contract.
- 7. On a monthly basis the vendor must, at a minimum, include the standard invoice package contents for the PRMP, including, but not limited to:
 - a. An authorized representative of the contracted party must sign an itemized description of services rendered for the invoice period. Additionally, the vendor must include a written certification stating that no officer or employee of the PRMP, its subsidiaries, or affiliates, will derive or obtain any benefit or profit of any kind from this vendor's contract. Invoices that do not include this certification will not be paid.
 - b. Provide the PRMP with a list of all services completed within an invoice period, as well as evidence that the PRMP has accepted and approved the work.
 - c. Provide the PRMP with three physical and one electronic invoice packages in support of the PRMP's review and approval of each invoice.
 - i. Invoice Package #1 – Original Signature and Hard Copy

- ii. Invoice Packages #2 - #3 – Hard Copy
- iii. Invoice Package #4 – Electronic

8. The vendor must agree that the PRMP retains ownership of all data, procedures, applications, licenses, and materials procured or developed during the contract period.

Initial

Mandatory Qualifications

The vendor must complete this section to demonstrate that it has the experience needed to meet the requirements in this RFP. The table below lists each mandatory qualification. The vendor must note whether it meets the qualification and provide narrative demonstrating fulfillment of the requirement.

Table 13: Mandatory Qualifications

Mandatory Qualification Item(s)	Vendor Meets?		Provide A Brief Narrative to Demonstrate Fulfillment of Requirement
The vendor must have successfully implemented at least two MES modules of similar size, scope, and complexity as described in this RFP.	YES	NO	<Response>
The vendor must have at least seven years of experience in operating and managing a provider enrollment and credentialing system of similar size, scope, and complexity as described in this RFP.	YES	NO	<Response>
The organization providing credentialing services in support of the CPEC solution must be NCQA certified.	YES	NO	<Response>
The vendor must include at least three references from projects performed within the last three years that demonstrate the vendor’s ability to perform the scope of the work described in this RFP. The vendor must include references from three different projects/clients that provide details on the vendor’s experience operating and managing a provider enrollment and credentialing system.	YES	NO	<Response>

Initial

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

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

Attachment F: Outcomes Traceability Matrix (OTM)

See the attached Microsoft Excel file titled **Attachment F: Outcomes Traceability Matrix (OTM)**. Please review the following instructions:

1. The vendor must note compliance with each outcome and each outcome's associated measure, metric, target setting, performance standard, and liquidated damage listed in the Vendor's Disposition column of Tabs 3 using only the values that appear in the drop-down list.
2. Vendor's Disposition values are outlined below:
 - a. "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.
 - b. "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 may be disqualified per **Attachment E: Mandatory Specifications and 5.4 Failure to Meet Mandatory Specifications**.
 - c. If a vendor responds with "Will Not Meet" to one or more outcomes, the proposal will be considered non-responsive and may be disqualified per **Attachment E: Mandatory Specifications and 5.4 Failure to Meet Mandatory Specifications**.
3. 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."
4. The vendor must provide the attachment, section, and page number(s) where their detailed narrative response for each outcome resides, providing the PRMP with a crosswalk and helping to ensure that each outcome specified in Attachment F is included in the vendor's response. Be advised that the Attachment column has been pre-populated with the location that the 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 in its response.

Attachment G: Response to SOW

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

Instructions: The responses to each part of the SOW are required as part of the submitted proposal. Responses will be scored as part of the technical proposal evaluation.

Responses must include, where appropriate, the deliverables included in **Appendix 2: Deliverable Review Process and Deliverables Dictionary**.

The text response to each section in this attachment must be eight pages or less. The vendor may also add up to two pages of images or diagrams for each response. Responses beyond eight pages of text and ten total pages including images and diagrams will not be reviewed.

1. Approach to Business Specifications

Describe the vendor's approach to meeting or exceeding the PRMP's specifications and outcomes, as described in **Attachment F: Outcomes Traceability Matrix** and **Section 4: Scope of Work (SOW)** of this RFP. As part of their response, vendors should provide specific details and examples outlining their approach to the following subcategories:

- Provider Application
- Provider Eligibility
- Provider Enrollment
- Continued Enrollment
- Provider Information
- Provider Management
- Facility Oversight
- Provider Portal

<Response>

2. Approach to Technical Specifications

Describe the vendor's approach to meeting or exceeding the PRMP's specifications and outcomes, as described in **Attachment F: Outcomes Traceability Matrix** and **Section 4: Scope of Work (SOW)** of this RFP. As part of their response, vendors should provide specific details and examples outlining their approach to the following subcategories:

- Systems and Application
- Hosting
- PRMES Integration
- Technical Services
- Data Management
- Security
- Privacy

- User Interface
- User Documentation
- Reporting and Analytics

<Response>

3. Approach to Implementation Specifications

Describe the vendor's approach to meeting or exceeding the PRMP's specifications and outcomes, as described in **Attachment F: Outcomes Traceability Matrix** and **Section 4: Scope of Work (SOW)** of this RFP. As part of their response, vendors should provide specific details and examples outlining their approach to the following subcategories:

- Project Management
- CMS Certification
- Testing
- Training

<Response>

4. Approach to M&O Specifications

Describe the vendor's approach to meeting or exceeding the PRMP's specifications and outcomes, as described in **Attachment F: Outcomes Traceability Matrix** and **Section 4: Scope of Work (SOW)** of this RFP. As part of their response, vendors should provide specific details and examples outlining their approach to the following subcategories:

- M&O
- BC/DR
- Transition, Turnover, and Closeout
- Compliance

<Response>

Attachment H: Initial Project Schedule

This section will provide instructions to vendors to include an initial project schedule as an attachment to the vendor's technical proposal and an electronic version in Microsoft Project® to include a Work Breakdown structure.

Instructions: The vendor should provide an Initial Project Schedule by project phase.

This Initial Project Schedule should show all task details with responsibilities, timelines, durations, milestone dates, deliverable dates, and vendor personnel hours by deliverables for each project phase, the PRMP personnel hours necessary by phase and deliverable, and all critical dependencies for the project's milestones and deliverables. Vendors should provide those tasks that are on the critical path. Vendors should provide the tasks that will require assistance from the PRMP resources. The Initial Project Schedule should be provided as an attachment to the vendor's Technical Proposal and tabbed as such in the submission. The vendor should also provide an electronic Microsoft Project® version in the vendor's electronic submission of the Technical Proposal.

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

- Detailed tasks and timelines, outlining the major project phases planned by the vendor.
- The Work Breakdown Structure (WBS).
- The project schedule for all project deliverables and milestones.
- Identification of resources assigned as the responsible entity for each deliverable within the WBS to the level at which control will be exercised.
- Identification of deliverables that may require more or less time for the 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 the PRMP is interested in implementing this system's functionality as soon as possible, vendors are expected to create an initial project schedule that reasonably balances the go-live timeline with critical project tasks, dependencies, and other items as listed above. RFP respondents are encouraged to keep in mind that the PRMP is interested in vendor's ability to successfully plan for and achieve "quick wins" during the implementation phase, and as such RFP response's initial project schedule should clearly articulate the vendor's approach toward a timely implementation and the "quick wins" they can provide PRMP along the way.

<Response>

Attachment I: Terms and Conditions Response

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

1. Title Page

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

2. RFP Terms and Conditions

RFP Terms and Conditions consist of provisions throughout this RFP. Moreover, these provisions encapsulate instructions, Commonwealth, and federal procedures, and the 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 the PRMP's sole discretion, result in the disqualification of the vendor's proposal.

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

Printed Name/Signature of Authorized Personnel

Date

3. 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 3: Service-Level Agreements (SLA) and Performance Standards**
- **Appendix 7: Proforma Contract Draft *inclusive of Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement***

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

Printed Name/Signature of Authorized Personnel

Date

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

Printed Name/Signature of Authorized Personnel

Date

4. Mandatory Requirements and Terms

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

- | • Attachment | E: | Mandatory | Specifications |
|--|----|-----------|----------------|
| <ul style="list-style-type: none">• Prior to the vendor submission of its proposal, the vendor must be registered with the “Registro Único de Proveedores de Servicios Profesionales” (RUP) from the Puerto Rico General Services Administration (ASG) and with the Puerto Rico Treasury Department (Hacienda) for the collection of sales and use tax (IVU) as a provider (if applicable) in the Sistema Unificado de Rentas Internas (SURI). The PRMP shall not award a contract, unless the vendor provides proof of such registration or provides documentation from the Puerto Rico Treasury Department that the 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, please refer to the PR 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 Puerto Rico. Each Certificate of Insurance shall 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 are provided in Appendix 7: Proforma Contract Draft. | | | |

- A performance bond may be required for the contract resulting from this RFP.
- **Appendix 3: Service-Level Agreements (SLA) and Performance Standards**
- **Appendix 7: Proforma Contract Draft** inclusive of HIPAA BAA

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

Please provide an authorized signature stipulating the vendor’s acknowledgment, understanding, and acceptance of the mandatory requirements and terms stipulated in this section.

Printed Name/Signature of Authorized Personnel

Date

5. Commercial Materials

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

<Response>

6. Exceptions

The vendor should indicate exceptions to the 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, an alternative language the vendor would find acceptable. Rejection of the PRMP’s Terms and Conditions, in part or in whole, or without any explanation, may be cause for the 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, the PRMP reserves the right to cancel the negotiation, at its sole discretion, if it deems that to be in the best interests of the PRMP.

The terms and conditions of a vendor’s software license, maintenance support agreement, and SLA, if applicable, will be required for purposes of contract negotiations 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.

Instructions: Identify and explain any exceptions to the PRMP’s terms and conditions using the tables provided below, adding 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 the PRMP statutes and regulations is prohibited
- The PRMP has no obligation to accept any exception(s).

6.1

Table 14: Exception #1

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

6.2

Table 15: Exception #2

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

8. Appendices

Appendix 1: Provider Types and Counts (By NPIs)

Appendix 1 list the provider types of the PRMP allowed providers and active provider type counts in the MMIS. The information in **Table 16: Active Provider Counts in MMIS** is current as of December 2022.

Table 16: Active Provider Counts in MMIS (By unique NPIs)

Provider Type	Provider Count
Hospital	53
Ambulance	220
Ambulatory Surgical Center (ASC)	30
Audiologist	71
Audiologist Group	10
Center For Diagnosis and Treatment	103
Certified Addiction Counselor	22
Chiropractor	213
Chiropractor Group	106
Comprehensive Outpatient Rehabilitation	3
Dentist	1,092
Dentist Group	248
Developmental Disability Center	2
Dialysis Center	47
Durable Medical Equipment (DME)	42
External Clinic – Hospital Based	13
Family Planning Center	2
Federally Qualified Health Center (FQHC)	75
Hearing Aid Supplier	2
Home Health Agency	43
Hospice	33

Provider Type	Provider Count
Imaging Center	205
Imaging Center – Mobile	2
Implant Supplier	28
Infusion Center/Agency	4
Inpatient Rehabilitation Facility	8
Laboratory	770
Licensed Marriage Counselor	4
Mental Health Center	90
Methadone (MET)/Buprenorphine (BUP) Center	6
Midwife Group	1
Multi-Disciplinary Group	148
Non-Emergency Medical Transportation	41
Nurse Practitioner	2
Nutritionist/Dietician	239
Nutritionist/Dietician Group	17
Occupational Therapist	113
Occupational Therapist Group	9
Optometrist	420
Optometrist Group	123
Pediatric Center	10
Pharmacy	1,171
Physical Therapist	220
Physical Therapy Group	84
Physician	8247
Physician Assistant	18
Physician Group	1706
Podiatrist	53

Provider Type	Provider Count
Podiatrist Group	13
Primary Care Center	66
Prosthesis and Orthotics Supplier	6
Psychologist	1,060
Psychologist Group	79
Skilled Nursing Facility (SNF) – Free Standing	4
SNF – Hospital Based	3
Social Worker	318
Speech Language Pathologist	224
Speech Language Pathologist Group	52
Urgent Care Center	26
Vaccination Center	89
Vision Center/Optics	213
Wound Care Center/Hyperbaric Medicine	6
Total Active Providers	18,328

Appendix 2: Deliverable Review Process and Deliverables Dictionary

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, and development, review, and approval processes. The vendor should attempt to maintain consistency and encourage reuse across operations, and throughout the Medicaid Enterprise. As noted in **Section 2 Background and Overview of Existing Programs and Services** of this RFP, the PgMO Plan Aids should be referenced by the CPEC solution vendor when developing project deliverables. The PgMO Plan Aids and supporting MES guidance should be referenced in conjunction with the ePMO Management Plans and supporting guidance. 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 the PRMP in a format most conducive to the PRMP's review and approval, based on the deliverable's specifications. The vendor should not print and submit paper copies of reports unless requested by the PRMP. Final deliverables should be submitted to the PRMP in PDF format.

Deliverable Review Process

The PRMP intends to review all deliverables according to the process shown in **Figure 8: DED and Deliverable Review Process** and in the agreed upon Documentation Management Plan, as described in this RFP. Documentation will be saved in a location to be determined by the 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 the PRMP and vendor personnel to determine, at key project checkpoints, that the deliverable meets the requirements and is functional in the context of the solution and/or contract.

As part of the deliverable development and review process, the CPEC vendor shall create a Deliverable Expectation Document (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 the PRMP. A DED is a document that includes an outline of the deliverable and description of the content planned for a deliverable. All deliverables defined in the Deliverables Dictionary of this RFP require a DED submission. As each project deliverable is submitted, the vendor shall include a copy of the project deliverable's DED as the cover sheet.

The DED shall include, but not be limited to:

- 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 acceptance criteria

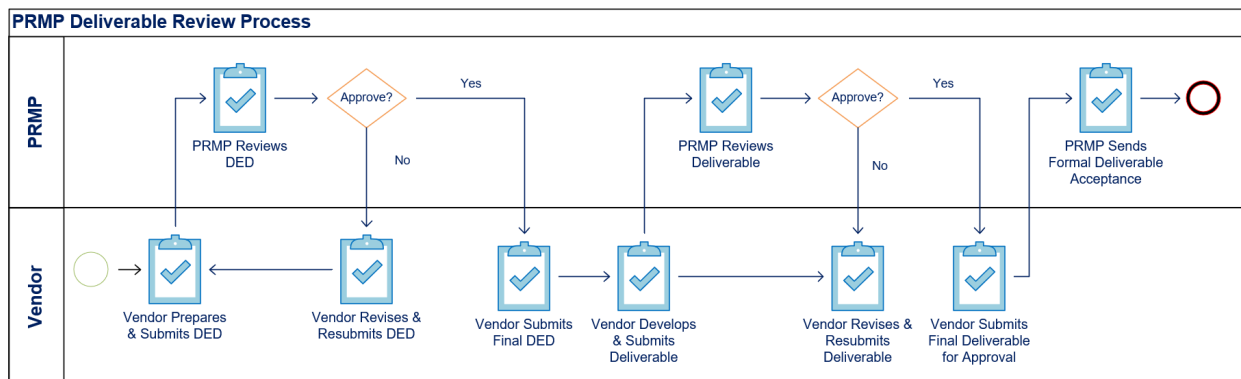
Prior to drafting the deliverable, the vendor shall submit a DED to the PRMP. The vendor shall schedule a meeting with the PRMP to establish an approved set of deliverable acceptance criteria

to include in the DED. During the review process, the 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 shall schedule a deliverable walkthrough with the PRMP project team to provide a high-level review of the deliverable.

The deliverable review process begins the vendor’s deliverable submission. Deliverables shall be submitted in a client-ready state (e.g., there are no grammatical errors, formatting is appropriate) for the PRMP approval. The date of a deliverable’s receipt will be defined based on the time of submission. If the vendor submits the deliverable before noon on a business day, that day will be the date of receipt. If the vendor submits the deliverable after noon on a business day, the next business day will become the date of receipt. If a deliverable is submitted on a non-business day (such as a weekend or holiday), the next business day will become the date of receipt. The PRMP 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 within ten (10) business days from the date of receipt of each deliverable. If any portion of the deliverable is unacceptable, the PRMP will outline in the notification the reason(s) for returning deliverable. The vendor shall have five (5) business days from the date of return by the PRMP to correct any deficiencies and resubmit the deliverable to the PRMP. The PRMP will have an additional five (5) business days from the date the vendor resubmits the deliverable to review the document. When the PRMP finds the deliverable acceptable, the PRMP will provide the vendor with written approval of the deliverable.

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

Figure 8: DED and Deliverable Review Process



Deliverables Dictionary

The Deliverables Dictionary provides a high-level description of each deliverable required as part of this RFP. Note that each deliverable should include a section that speaks to 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 the PRMP, other Puerto Rico government entities, other vendors, and other stakeholders as directed by the PRMP on the development, submission, and (at times) approval of deliverables. Upon the PRMP’s request, the CPEC vendor must be able to produce specific documents in both English and Spanish using the Puerto Rican dialect.

Table 17: Project Tasks Groups provides a high-level overview of the project task groups that deliverables are organized into.

Table 17: Project Tasks Groups

Project Task Group	Description
Project Initiation and Planning	The first phase in the Project Management Life Cycle (PMLC), Project Initiation focuses on the startup of a new project. Project Planning entails the creation of numerous planning documents that will guide solution implementation and project operations over the life of the project.
Solution Design and Testing	Solution Design and Testing entails the creation of numerous planning documents which will guide system implementation over the life of the project, including configuration and testing.
Solution Deployment	Solution Deployment includes the activities critical toward the final stages of the solution’s implementation.
Project Monitor and Control	Project Monitor and Control includes continuous supervision of project activities by the vendor and performance reporting to the PRMP.

The table below provides a summary of the deliverables included in the Deliverables Dictionary. Further details on the deliverables can be found in the section below. The term “as agreed upon between the PRMP and the vendor” refers to the defined terms in the PRMP-approved project schedule. All deliverables included within the project initiation and planning phase should be delivered within the project initiation and planning phase.

Table 18: Deliverables Dictionary Summary

Deliverable ID	Phase	Deliverable Name	Time of Delivery/Delivery Cadence
D01	Project Initiation and Planning	*Weekly Project Status Report	Thursday each week
D02	Project Initiation and Planning	*Project Schedule	Initial Project Schedule within thirty (30) calendar days of contract execution.

Deliverable ID	Phase	Deliverable Name	Time of Delivery/Delivery Cadence
			Ongoing monthly updates and submissions.
D03	Project Initiation and Planning	Kickoff Meeting Materials	15 business days of contract execution
D04	Project Initiation and Planning	*Project Management Plan	Initial Project Management Plan within thirty (30) calendar days of contract execution. Ongoing quarterly updates and submissions.
D05	Project Initiation and Planning	Outcomes Management Plan	As agreed upon between the PRMP and the vendor.
D06	Project Initiation and Planning	Certification Plan	As agreed upon between the PRMP and the vendor.
D07	Project Initiation and Planning	*Intake Form	As agreed upon between the PRMP and the vendor. Ongoing updates as needed.
D08	Project Initiation and Planning	Roadmap/Timeline	As agreed upon between the PRMP and the vendor.
D09	Solution Design and Testing	*Outcomes Traceability Matrix (OTM)	As agreed upon between the PRMP and the vendor. Ongoing updates and submissions as necessary.
D10	Solution Design and Testing	Operational Readiness Plan (ORP)	As agreed upon between the PRMP and the vendor.
D11	Solution Design and Testing	Master Test Plan	As agreed upon between the PRMP and the vendor.
D12	Solution Design and Testing	System Configuration Management Plan	As agreed upon between the PRMP and the vendor.
D13	Solution Design and Testing	System Integration Plan	As agreed upon between the PRMP and the vendor.
D14	Solution Design and Testing	Interface Design Strategy	As agreed upon between the PRMP and the vendor.
D15	Solution Design and Testing	Capacity Plan	As agreed upon between the PRMP and the vendor.
D16	Solution Design and Testing	Database Design Document	As agreed upon between the PRMP and the vendor.

Deliverable ID	Phase	Deliverable Name	Time of Delivery/Delivery Cadence
D17	Solution Design and Testing	Data Conversion Plan	As agreed upon between the PRMP and the vendor.
D18	Solution Design and Testing	Data Management Plan	As agreed upon between the PRMP and the vendor.
D19	Solution Design and Testing	Detailed System Design (DSD) Document	As agreed upon between the PRMP and the vendor.
D20	Solution Design and Testing	Incident Management Plan	As agreed upon between the PRMP and the vendor.
D21	Solution Design and Testing	*Disaster Recovery and Business Continuity Plan	120 business days prior to system go-live, and then on an annual basis and/or after any substantive changes to the solution. Annual plans will be due the first business day of July each year.
D22	Solution Design and Testing	Training Plan (With Training Schedule)	As agreed upon between the PRMP and the vendor.
D23	Solution Design and Testing	*Test Cases & Scripts	As agreed upon between the PRMP and the vendor.
D24	Solution Design and Testing	System Readiness Certification for User Acceptance Testing (UAT)	As agreed upon between the PRMP and the vendor.
D25	Solution Design and Testing	System Requirement Document/Backlog of User Stories and Use Cases	As agreed upon between the PRMP and the vendor.
D26	Solution Design and Testing	*Test Results	As agreed upon between the PRMP and the vendor.
D27	Solution Deployment	HIPAA Statement	As agreed upon between the PRMP and the vendor.
D28	Solution Deployment	Independent, Third-Party Security, and Privacy Controls Assessment Report	As agreed upon between the PRMP and the vendor.
D29	Solution Deployment	*Operations Schedule	As agreed upon between the PRMP and the vendor. Ongoing updates and submissions as necessary.
D30	Solution Deployment	System Acceptance Letter	As agreed upon between the PRMP and the vendor.

Deliverable ID	Phase	Deliverable Name	Time of Delivery/Delivery Cadence
D31	Solution Deployment	Implementation Plan	90 days prior to deployment, then 30 days before system go-live.
D32	Solution Deployment	System Operations Plan	As agreed upon between the PRMP and the vendor.
D33	Solution Deployment	*Training Materials	As agreed upon between the PRMP and the vendor.
D34	Solution Deployment	Product Documentation	As agreed upon between the PRMP and the vendor.
D35	Solution Deployment	Production Screenshots, Reports, and Data	As agreed upon between the PRMP and the vendor.
D36	Project Monitor and Control	*Weekly Credentialing Activity Report	Thursday each week.
D37	Project Monitor and Control	*Weekly Enrollment Activity Report	Thursday each week.
D38	Project Monitor and Control	*Monthly Ongoing Monitoring Report	The 5 th of each month.
D39	Project Monitor and Control	*System Performance Report	Thursday of every week.
D40	Project Monitor and Control	Certification Request Letter	As agreed upon between the PRMP and the vendor.
D41	Project Monitor and Control	*Provider Satisfaction Surveys	Distributed to providers within 10 days of accessing the CPEC solution. The annual survey will be due as agreed upon between the PRMP and the vendor.
D42	Project Monitor and Control	*Provider Satisfaction Survey Results Report	Monthly within 10 business days of collection of Provider Satisfaction Survey Results. Annual report within 30 days of the annual survey response period.
D43	Project Monitor and Control	Turnover and Closeout Management Plan	120 calendar days of contract start and updated two months prior to closeout.

* Deliverables that are expected to be recurring and require updates throughout the project monitor and control phase.

D01: Weekly Project 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 the PRMP. The solution vendor should work with the project management vendor to create and submit this report. Components of this report shall include, but not be limited to:

- **Schedule Updates**

The vendor should report on progress toward project milestones and note any changes to the project schedule. 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. 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:

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

- **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 original report 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 the OTM. The vendor should provide updated data to traceable to the totality of outcomes and associated measures included in the OTM. Non-compliance with outcomes and SLAs will be reported on as part of the SLAs Reports.

- **SLAs Reports**

This report documents the vendor's compliance with SLAs and the specific RFP's requirements.

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

Note: The SLA Report should also be provided with the submission of each invoice.

- **Corrective Action Plans**

Notice of vendor's non-compliance with SLAs, which will include, but not be limited to:

- Details explaining the lack of compliance with SLAs
- Expected timeline for corrective action to comply with SLAs
- Progress toward compliance with SLAs
- Date the vendor became non-compliant with SLAs
- Date the vendor became compliant with SLAs
- Triggered contract remedies, as defined in **Appendix 3: SLAs and Performance Standards**; this report will provide the details necessary to support the PRMP's review and approval of each invoice

D02: Project Schedule

The vendor should provide a detailed task-by-task schedule of the activities to be completed during the implementation phase of the project, tying back to the work breakdown structure (WBS). The Project Schedule shall identify start and end dates, durations, work estimates, resources, predecessors, and successors for each task, deliverable, and milestone.

The Project Schedule should be baselined upon initial approval of this deliverable by the PRMP. At minimum, the Project Schedule should be updated monthly and delivered in Microsoft Project®

and PDF format monthly. Submitted with each Project Schedule should be a document that details the changes made to the Project Schedule since the prior submitted version.

The ePMO will maintain a master MES implementation project schedule for all implementation projects that are in-flight and will use the CPEC solution vendor's project schedule to inform the master MES implementation project schedule.

D03: Kickoff Meeting Materials

The kickoff meeting should 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 the PRMP staff and present their overall approach to completing project tasks and meeting project milestones in accordance as detailed in the RFP and resulting contract.

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:

- Recap of understanding of project scope
- Overview and recap of proposed approach toward fulfillment of project scope
- Overview and introduction to the vendor's proposed team
- Anticipated and high-level project timeline
- Overview of key stakeholders
- Approach toward integration with the PRMP, ASES, MCOs, project management vendor, and other key 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 3 months
- Other information as necessary to support project execution
- Other topics conducive to rapid start of project

This deliverable is due within 15 business days of the contract execution.

D04: Project Management Plan

The Project Management Plan is a formal, approved deliverable made up of several components and is used to guide project execution and control for the vendor's engagement with the PRMP. The primary uses of the Project Management Plan are to document planning assumptions and decisions; facilitate communication among stakeholders; and document approved scope, cost, and schedule baselines. 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 should be in alignment with, the PRMP's Project Management Plan. The PRMP's Project Management Plan is included as part of this RFP's procurement library, see Appendix 9: Procurement Library. The components of the vendor's Project Management Plan shall also align with the guidance provided in the PgMO Plan Aids. The vendor will follow project management methodologies consistent with Commonwealth and the PRMP guidelines, the Software Development Life Cycle (SDLC), and the Project Management Body of Knowledge (PMBOK®).

- The vendor should maintain the Project Management Plan as needed to reflect changes in any of the plan's components throughout the duration of the contract.
- The vendor should submit an initial Project Management Plan within thirty (30) calendar days of contract award.
- The vendor should submit a PRMP-approved Project Management Plan within sixty (60) calendar days of contract award.
- The Project Management Plan should be submitted for the PRMP approval annually.
- Included as part of the Project Management Plan are 13 deliverables that are subcomponents of the Project Management Plan. Each of these deliverables should be simultaneously submitted along with the Project Management Plan. Each of the Project Management Plan components, detailed below, are an independent deliverable that will require the PRMP review and approval.

Change Management Plan

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

The Change Management Plan describes:

- Establishment of a or the use of the PRMP's change control board and identification of roles and responsibilities for any project boards or teams
- Assignment of primary and backup members to these boards and teams
- Regularly scheduled change control meetings
- Change management tools and the approach for categorization of change requests by types
- Processes for documenting, reviewing, requesting, and approving or denying requests

- Processes for performing potential and actual impact analyses for each change request
- Processes for planning, implementing, and maintaining changes
- Processes for controlling and managing changes throughout the life of the project
- Alignment with the change management requirements detailed in the RFP

Communication Management Plan

The vendor should submit the Communication Management Plan as part of the Project Management Plan. The Communication Management Plan is a document used to define stakeholder groups, outline key messages, and organize 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, 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)
- Target stakeholders, maintenance of contact list, messaging preferences, and frequency of communication
- Reporting, required project communications, resolution approaches, and techniques to address stakeholder engagements
- Approach and processes related to management of action item 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

Cost Management Plan

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

The Cost Management should include, but not be limited to:

- The agreed to and finalized costs and budget for the project
- Methods for calculating and monitoring cost-related progress

- Mechanisms for reporting cost-related progress, as identified in collaboration with the PRMP

Documentation Management Plan

The vendor should submit the Document 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:

- Project types, including, but not limited to, deliverables, 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

Modularity and Reusability Plan

The vendor should submit the Modularity and Reusability Plan as part of the Project Management Plan. A module is defined as a packaged, functional business process or set of processes implemented through software, data, and interoperable interfaces that are enabled through design principles in which functions of a complex system are partitioned into discrete, scalable, and reusable components. The Modularity Plan describes the solution's strategies and ways to achieve the modularity of the solution and to support the PRMP's enterprise goals related to modularity. The vendor's plan should also describe its approach to managing the modules that make up the CPEC solution and specify how these modules support the CMS Standards and Conditions.

The Modularity Plan should include, but not be limited to:

- Description of how the solution will promote the reuse of technical solutions to minimize customization and configuration needs
- Description of how the solution will improve efficiency and effectiveness of system upgrades, reduce costs, improve system interoperability, and increase adherence to the Medicaid Information Technology Architecture (MITA) and the CMS Conditions and Standards
- Description of the solution's use of a modular, flexible approach to systems development, including the use of open interfaces and exposed APIs, the separation of business rules from core programming, and the availability of business rules in both human- and machine-readable formats
- Description of how the solution will ensure integrated business and information technology (IT) transformation across the Medicaid enterprise, considering all business modules and shared services

- The Reusability Plan which describes a component's reusability within the modernized MMIS. The Reusability Plan also details the capabilities for using all or the greater part of the same programming code or system design in more than one application. This plan should include, but not be limited to, documentation identifying reusable components of the solution or other mutually acceptable terms as approved by the PRMP.

Project Work Plan

The vendor should submit the Project Work Plan as part of the Project Management Plan. The Project Work Plan is comprised of several documents focused on identifying, grouping, scheduling, and portraying project activities and project progress. The vendor will submit a draft Project Work Plan to the PRMP for its review during the project initiation phase. The draft should be in PDF and Microsoft Excel® formats and include a template of the Burn-Down Chart if appropriate to the vendor's SDLC.

After the revision of the draft Project Work Plan by the vendor based on the PRMP review and approval, it should be baselined by the vendor and resubmitted to the PRMP prior to the conclusion of project initiation activities.

The Project Work Plan should include, but not be limited to:

- Work Breakdown Structure (WBS)
- Detailed task-by-task schedule of the activities to be completed, tying back to the WBS
- Project schedule with start and end dates, durations, work estimates, resources, and predecessors for each task, deliverable, and milestone
- Project Calendar
- Gantt Chart(s)
- Burn-Down Chart (if applicable)
- Subsequent updates to the Project Work Plan after delivery of the baselined version will be subjected to the Change Management Plan and will require approval by the PRMP.

Burn-Down Charts should be produced as part of periodic updates and reporting if appropriate to the vendor's SDLC.

Quality Management Plan

The vendor should submit the Quality Management Plan as part of the Project Management Plan. The Quality Management Plan is a document that defines the acceptable level of quality defined by the PRMP and should describe ongoing quality management during operations. The Quality Management Plan describes how the project will help ensure this level of quality in its deliverables and project work processes. The Quality Management Plan should focus on two different areas of quality activities, including 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 quality assurance approach and responsibilities
- Detailed definition of all deliverables by phase with the associated acceptance criteria
- Defined deliverable review and approval process (including touchpoints with project management vendor, PRMP, as well as other key project stakeholders)
- Disciplined deliverable review process
- Regularly scheduled reviews of key project phases and milestones

Risk and Issues 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 outlining 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 the 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 Service-Level Agreements (SLAs), and should include, but not be limited to:

- Approach to risk and issue management
- Data sources that support risk and issue management
- Roles and responsibilities
- Criticality and probability measures
- Escalation measures
- Mitigation techniques
- CAP methodology
- Identification, escalation, and documentation of risks and issues
- PRMP-approved response times for notifying and updating the 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 tools should:

- Catalog all risks and issues
- Allow users to self-report and categorize risks and issues
- Allow users to configure an alert message when an error occurs
- Notify the PRMP of each occurrence within the time frame defined by the 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 specific project use when performing the time management processes.

The Schedule Management Plan developed by the vendor should describe the approach to manage the Project Schedule including, but not limited to:

- Automated scheduling tool
- Standing schedule review meetings
- Project schedule delivery intervals
- High-level planning schedule (specified in quarters or months, depending on project length—no specific dates necessary until detailed system requirements are defined)—waterfall or agile
- Assumptions used to develop the draft Project Schedule
- Constraints that impact the draft Project Schedule
- Project Schedule reporting
- Approach to baselining schedule
- Approach to calculating and reporting schedule performance index
- Project 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 should include, but not be limited to:

- 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, as well as 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. Staff should have a working knowledge of the system operations prior to starting on the project.

The Staffing Management Plan should include, but not be limited to, the following as they pertain to 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
 - The vendor should ensure that the project table of its organization is updated within five (5) business days of any staffing changes and stored in a location accessible to the PRMP
- 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

- Description of the assurance of quality and timeliness of the work conducted off-site, including work of subcontractors.
- Include a resource calendar describing the staff required for each phase of the project, if the staff will be on-site or off-site, and the allocation percentage
- Description of the PRMP business and technical resources required to support the creation of all deliverables
- Description of the training personnel that will be used in support of 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 the PRMP technical staff and users
- Description of the approach to personnel management including, but not limited to:
 - Hiring and terminations
 - Staff retention and ensuring continuity of staff for key project phases
 - Employee relocation
 - Staff training, both initial and ongoing, including transfer of system and business knowledge, project management methodologies and processes, and project status for new staff and incumbent staff transitioning between project roles and phases
 - Staff performance monitoring
 - Succession planning, staff replacement, and staff backup
- Description of procedures for obtaining additional staffing support

Stakeholder Management Plan and Stakeholder Analysis

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

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

The Stakeholder Analysis should provide the stakeholder register and background information on each stakeholder.

The stakeholder register should be maintained throughout the life cycle of the contract and should be representative of both vendor and the PRMP resources.

System Security Plan

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

The System Security Plan defines the plan of action to secure a computer or information system. It provides a systematic approach and techniques for protecting a computer from being used by unauthorized users, guards against worms and viruses as well as any other incident/event/process that can jeopardize the underlying system's security.

The Security Plan shall include, but not be limited to:

- Security policies
- Logical security controls (privacy, user access and authentication, user permissions, etc.)
- Technical security controls and security architecture (communications, hardware, data, physical access, software, operating system, encryption, etc.)
- Security processes (security assessments, risk assessments, incident response, etc.)
 - Documentation that describes the technical controls used for the following:
 - Network segmentation
 - Perimeter security
 - Application security
 - Intrusion management
 - Monitoring and reporting
 - Host hardening
 - Remote access
 - Encryption of data at rest and in transit on servers, databases, and PCs
 - Interface security
 - Security patch management
 - Secure communications over the Internet
 - Managing network security devices
 - Documentation of the following:
 - Sensitive data classification
 - PHI/PII/SSI data elements
 - Security test procedures
 - CMS Information System Risk Assessment
 - Detailed diagrams depicting all security-related devices and subsystems and their relationships with other systems for which they provide controls

- Annual updates to all security policies, controls, processes, and documentation based on current NIST SP 800-53, all other relevant federal and Commonwealth regulations

D05: Outcomes Management Plan

The Outcomes Management Plan is used to document the necessary information required to effectively manage project outcomes from definition through traceability to delivery. It is created during the Planning Phase of the project. Its intended audience is the project manager, project team, project sponsor, and any senior leaders whose support is needed to carry out the plan. To help ensure the vendor's deliverable aligns with the PRMP's approach to outcomes management, the CPEC vendor should reference the PRMP Outcomes Management Plan.

The Outcomes Management Plan must include, but not be limited to:

- Processes to effectively manage requirements throughout the project life cycle
- Traceability approach
- Naming convention for requirements and epics/user stories
- Versioning of requirements to differentiate between various releases
- Approach to effectively track and manage changes to requirements

D06: Certification Plan

The Certification Plan is a formal planning document that details the vendor's approach for accomplishing timely CMS certification. The Certification Plan should:

- Support alignment of the solution consistent with Streamlined Modular Certification guidance and applicable certification criteria identified by the Commonwealth and CMS
- Preparation and submission of certification materials in support of all certification activities
- Addressing all issues that prevent timely certification by CMS, at no additional cost to the Commonwealth
- Be consistent with the PRMP's certification management plan

Should the approach to certification change, the vendor will update the Certification Plan at no additional cost to the Commonwealth.

D07: Intake Form

The Intake Form will be used throughout the Streamlined Modular Certification process to track information related to certification of the CPEC solution. The Intake form should include, but not be limited to:

- CMS-required outcomes that document compliance with regulations applicable to the CPEC solution
- PRMP-specific outcomes
- Metrics used to show that the project is achieving its outcomes on a continuous basis

D08: Roadmap/Timeline

The Roadmap/Timeline identifies how PRMP will make and measure incremental progress toward intended solution outcomes throughout the solution's implementation, and on an ongoing basis after production including, but not limited to incremental releases and/or pilots of new functionality.

The Roadmap/Timeline deliverable is a vendor-supported deliverable, rather than a vendor produced deliverable. PRMP is responsible for putting together this deliverable and submitting it to CMS; however, the vendor is responsible for providing PRMP with all information related to the Roadmap/Timeline in support of this deliverable's submission. The vendor is expected to, at a minimum, develop and provide the PRMP with a visual component detailing the timeline piece with all relevant information included.

D09: Outcome Traceability Matrix (OTM)

The OTM is a document that links outcomes throughout the validation process and the project life cycle. The purpose of the OTM is to help ensure that all outcomes defined within this RFP have been implemented in accordance with the PRMP's vision, goals, and objectives for the CPEC solution and vendor. The vendor should maintain and update the OTM accordingly throughout the life cycle of the contract. As such, the vendor is expected to deliver, at a minimum, the following OTM versions:

- Initial OTM version, including finalized outcomes with a description representing how they will be traced through design specifications and subsequent testing, and monitored and reported on
- Interim OTM version, updated with finalized design specifications of the solution
- Final OTM version, updated with relevant test cases, testing results, and other supporting documentation

The vendor might be asked to submit additional versions of the OTM throughout the life of the contract in support of CMS certification and/or other project deliverables and phases.

D10: Operational Readiness Plan (ORP)

The Operational Readiness Plan (ORP) is a disciplined, systematic, documented, performance-based examination of facilities, equipment, personnel, procedures, and management control systems to help ensure the solution will be fully operable. The plan provides the details for final decisions needed by defining readiness criteria and using a readiness checklist. It also addresses risk mitigation to support major transition decisions.

The ORP shall include, but not be limited to:

- Procedures to validate all functional and non-functional components of the RFP's solution are fully operable including, but not limited to: operations, hardware, software, the connectivity aspects of the solution, supporting facilities, equipment, personnel, procedures, and management control systems
- Overall strategy of ORR functional and non-functional testing, including processes to document issues identified through ORR and proposed resolutions
- ORR checklists to define readiness criteria of the functional and non-functional solution and processes to update them at a frequency agreed upon by the vendor and the PRMP

D11: Master Test Plan

The Master Test Plan is technical document that details a systematic approach to testing a specific system such as a device, machine, or software. The test plan contains a detailed understanding of the workflow and functions of the system and documents how each of those will be tested to find out if the system works per its design, to find bugs, and to determine its actual limitations.

The Master Test Plan shall include, but not be limited to, the following components and be approved by the PRMP:

- Software testing strategy, methodology processes, standards, and guidelines for all software testing, including conversion testing activities
- Specification of entrance and exit criteria for each of the test events
- Templates and standards for all testing artifacts and deliverables
- Definition of testing metrics and how the metrics are recorded and reported (e.g., number of open test defects)
- Description of the approach for regression testing based on an analysis of which parts of the system may be affected by proposed and designed changes to the system and other supporting technologies
- Standards for establishing bi-directional traceability to requirements and design
- Testing strategy (unit testing, functional testing, regression testing, integration testing, user acceptance testing, performance testing, manual and automated and/or scripted testing, disaster recovery, and end-to-end integration testing of COTS products, if any)
- Plans for preparing the test/staging environment
- Test scenarios, test cases, and test scripts are added as design progresses
- Approach toward automation testing and self-documenting nature of testing

D12: System Configuration Management Plan

The System Configuration Management Plan demonstrates and documents the vendor's approach to managing configuration of the solution to meet and manage business needs. This plan details the process for identifying, controlling, and managing various released items (including, but not limited to code, hardware, licensing, and documentation) and defines the roles and responsibilities for configuring a service and preparing it for production deployment.

The System Configuration Management Plan should include, but not be limited to:

- Establishing objective criteria to help ensure the stability of services upon production release
- Defining entire deployable units, including their dependencies
- Assigning responsibility for creation and version management of configuration files and deployment packages
- Establishing clear responsibilities and requirements for system testing, performance testing, and capacity planning
- Defining the service staging and promotion process
- Defining and implementing services registration procedures
- Identifying information to be captured pertaining to a service
- Establishing sign-off and approval processes to migrate a service into production

D13: System Integration Plan

The System Integration Plan describes how each subsystem of the solution module interacts with other subsystems to provide a fully functional system that operates as one interconnected module. The System Integration Plan should define how the vendor's solution will interact with other modules within the Commonwealth's Medicaid Enterprise and any external systems as needed to help ensure that all business functions of the CPEC solution are supported effectively.

D14: Interface Design Strategy

The Interface Design Strategy shall discuss all internal and external interfaces with the CPEC solution and PRMES as it relates to all Commonwealth and federal requirements.

The Interface Design Strategy document shall include, but not be limited to:

- Purpose and scope of interfaces
- Assumptions and constraints involved with interface design
- Technical components involved

- Inputs and outputs involved in interfaces
- Scalability and adaptability of interfaces
- Availability of interfaces
- Error handling in responses

D15: Capacity Plan

The Capacity Plan identifies the process for quantifying production capacity levels needed by the vendor to meet changing demands of its solution. In the context of capacity planning, design capacity is the maximum amount of work that an organization can complete in a given time period.

The Capacity Plan shall include, but not be limited to the vendor's approach toward the following:

- Business Capacity Management
- Service Capacity Management
- IT Component Capacity Management
- Capacity Management Processes
- Capacity Management Tools Infrastructure

D16: Database Design Document

A document used to produce a detailed data model (Conceptual, logical, and physical data models) of a database or set of data extracts enabling the PRMP to access all data used in the operations of the solution. This data model contains all the needed logical design choices and physical storage parameters needed to generate a design in a data definition language that can be used to create a database. The document should include a data dictionary for the proposed solution.

D17: Data Conversion Plan

The Data Conversion Plan (DCP) describes the strategy, preparation, and specifications for converting data from the source system(s) to the target system(s) or within an existing system.

DCP describes the overall approach, assumptions, and processes that will be used in data conversion, including, but not limited to:

- Identifying interfaces that exist or might need to be established
- Providing an inventory and cross-reference of source and target data elements, schema, metadata, and self-describing files
- Completing extract, transform, and load (ETL) processes for each data source; tools needed to execute the conversion; and strategy for data quality assurance and control

- Developing and/or use of conversion programs, tools, or existing extract routines to extract data from the current system
- Validating the data conversion software, including description of a system test of all conversion software to demonstrate its functionality and performance before conversion
- Conducting parallel system and subcomponent runs to validate data conversion results
- Data cleansing including the business rules that will be used to support the conversion of data from the existing solution to the new solution
- Mapping of fields and all other information required to support the conversion from the existing solution to the new solution
- Developing and using data conversion test scripts
- Supporting converted data for User Acceptance Testing (UAT)
- Approaching data conversion reconciliation, including methodologies for:
 - Trial conversions
 - Results reporting and analysis, including reports to help ensure there are adequate checks and balances in the data conversion process
 - Verification of pilot implementation data
 - Verification of system-wide implementation data
 - Strategy for any data that do not convert
 - Approach to development and use of Data Conversion Test Scripts

D18: Data Management Plan

The Data Management Plan (DMP) is a formal document that outlines how data are to be handled both before and after implementation. It will consider the many aspects of data management, metadata generation, data preservation, and analysis before the project begins. This helps ensure that data are well-managed in the present and prepared for preservation in the future.

The Data Management Plan shall include, but not be limited to:

- The Data Integration Plan: Subset of the Data Management Plan which describes the basis used for integration of data collected from different sources/systems
- Documentation of technical needs for sharing of State Medicaid Agency services and information
- Description of process for acquiring, processing, and distributing data
- File formats and naming conventions

- Quality assurance and quality control methods
- Version control
- Data backup

D19: Detailed System Design Document

The DSD Document describes the solution design the vendor will use to satisfy the specifications of the contract. The DSD Document is the primary output of the Design Sessions and is comprised of both the functional and technical elements of the solution.

The DSD Document should include, but not be limited to:

- General narrative of the entire system and the flow of data through the system
- Detailed description and diagram of the system architecture, identifying how components are integrated to meet RFP specifications, including but not limited to how the solution will integrate with the approach to conducting CVO services
- General and detailed subsystem narratives describing each function, process, and feature
- Hardware and software detail
- Business rules
- Reporting capabilities and pre-built reports
- Security design description for each business area that defines access control, including specifying roles, role locations, and a matrix of roles by inputs/outputs
- System functionality traceable back to the functional OTM
- Identification of system files and processing architecture
- Process flows
- Record layout of each data store with data element definitions and all logical data models
- Corresponding physical model data structures with data dictionary excerpts for each structure
- Details on which components will be leveraged from existing systems and which components will be newly developed
- User profiles and security role permissions
- System overview diagrams
- Flow diagram of each subsystem, identifying all major inputs, processes, and outputs
- Lists of all inputs and outputs by subsystem

- Domain model(s)
- High-level data model and a detailed, physically specific data model
- Infrastructure design plans
- Interface designs, including Application Programming Interfaces (APIs)
- Interface list that includes, but is not limited to details on the interface's desire, data flow, and entities from which the data is flowing from and/or to
- List of all local and off-site facilities
- Network schematic showing all network components and technical security controls
- Interface control documents
- Description of each component, including basic functions and the business areas supported
- Enterprise system diagrams, including all components, identifying all logic flow, data flow, systems functions, and their associated data storage

D20: Incident Management Plan

The Incident Management Plan should detail the vendor's approach to Incident Management.

The Incident Management Plan should include, but not be limited to:

- Definition of what constitutes an incident, including, but not limited to severity level, classifications, escalation measures, and target times for responding and resolution
- Definition of the process for reporting, logging, managing, and tracking incidents to resolution and closure
- Description of the vendor's Corrective Action Plan (CAP) methodology and approach
- Definition of the process for communicating with affected stakeholders
- Identification of an incident manager
- Confirmation that this plan will comply and fulfill that which is required by the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-61 guidance
 - As part of the Incident Management Plan, the vendor will create, document, and maintain all incidents in an Incident Register and propose a mitigation plan for each item. The Incident Register and management tools should:
 - Be automated
 - Catalog all incidents

- Allow users to self-report and categorize incidents
- Allow users to configure an alert message when an incident occurs
- Notify the PRMP and affected stakeholders of each incident within the time frames defined by the PRMP
- Produce an Incident Report for each occurrence that identifies and describes the incident, its impact, associated communication, escalation, reporting, resolution, and planned corrective action
- Track incident management based on established metrics

Although the PRMP envisions the Incident Management Plan being separate from the Risk and Issue Management Plan, it should align with the methodology and approach to risk and issue management.

D21: Disaster Recovery and Business Continuity Plan

The Disaster Recovery and Business Continuity Plan (DRBCP) defines the resources, actions, and tasks required to protect and recover data and the data infrastructure in the event of a disaster. The vendor's DRBCP should adhere to applicable Commonwealth and federal laws, rules, regulations, and guidelines. The vendor should submit the DRBCP 120 business days prior to system go-live, and then on an annual basis and/or after any substantive changes to the solution. Annual plans will be due the first business day of July each year.

The Disaster Recovery and Business Continuity Plan should include, but not be limited to:

- Vendor Disaster Communication Plan that includes procedures for activating emergency personnel
- Descriptions of alternative hardware or processing sites, any proposed alternate hot site(s), and off-site data storage
- Description of off-site storage procedures, including a detailed schedule for backup operations and any proposed clustering methodology for high availability
- Backup and protection plans and procedures, including data files and transaction logs from all environments, software, hardware, and network connectivity
- Detailed schedules for creating backup media, and detailed backup and recovery procedures for all anticipated types of disasters to help ensure that data maintained in the solution or in other system/manual files is properly and routinely purged, archived, and protected from loss, unauthorized access, or destruction, in accordance with all relevant the PRMP policies and procedures
- Failover Testing Plan and procedures

- Description of each anticipated class of disaster Test Plan with regularly scheduled testing that verifies the completeness, integrity, and availability of backup information
- Proposed recovery time objectives (RTOs) and recovery point objectives (RPOs) including detail not limited to RTO and RPO of priority business processes as defined by the vendor and the PRMP
- Risk analysis and risk mitigation for each core business process (including non-system specific processes)
- Minimum acceptable levels of service
- Processes and procedures for testing and reporting for the Disaster Recovery (DR) Plan/Business Continuity (BC) Plan to include:
 - Failover/fallback functionality
 - Backup/recovery functionality, including RTOs, RPOs, and a hierarchy of critical services and infrastructure for restored services.
 - Off-site procedures, locations, and protocols prior to implementation
 - Plans detailing responsibilities, activities, and processes to be used in case of system failure at any time, including during turnover to production
 - Plans for key support resources during turnover to production activities
 - Identification of potential go-live system failures and negative events with mitigation plans and activities
 - Plans for training key project resources in recovery procedures
 - Process for updating the DR/BC Plan as necessary throughout the life of the contract

D22: Training Plan (With Training Schedule)

The Training Plan defines the training approach and activities to train the various CPEC solution users, including the PRMP staff, vendor staff, and other PRMP-identified stakeholders. The Training Plan covers the baseline train-the-trainer and enhancements to include any newly developed, PRMP-specific training. The vendor is expected to conduct training activities throughout the entire duration of the contract, including during both implementation and operations.

The Training Plan will include, but is not limited to:

- A schedule for conducting all training activities
- Samples of course evaluations, training course outlines, and tool training agendas
- Instructions for registering for training

- Specific training course descriptions including, but not limited to online and in-person training courses
- Training requirements
- Process and timeline for uploading training materials to the PRMP's SharePoint site

As the vendor becomes acquainted with each business group during the development of pre-implementation training, the vendor will provide recommendations for the best process to train new hires and to deliver updated and remedial training designed for existing staff. This information shall be included in the training plan and subject to the PRMP approval.

During the Start-Up Phase, the vendor updates the Training Plan to account for the actual contract signing date and any changes to the project scope determined in contract negotiations. The updated Training Plan is submitted to the PRMP for review and approval.

D23: Test Cases & Scripts

The Test Cases & Scripts will be executed across each testing phase including, but not limited to development, SIT, UAT, ORT, parallel, regression, and volume. The vendor's test cases should cover all processes within the CPEC solution and be representative of vendor and PRMP-identified areas. The vendor's test cases should allow for verification that each process will be successful. The vendor will submit Test Cases & Scripts to PRMP for review and approval prior to the applicable test phase of the project.

D24: System Readiness Certification for User Acceptance Testing (UAT)

System Readiness Certification is the vendor's statement that the system has passed all internal testing and is now ready for UAT. This deliverable should be provided in fulfillment of the UAT entrance criteria and approved by the PRMP prior to UAT's initiation.

The vendor shall provide a System Readiness Certification document with accompanying test results to the PRMP based on the tasks as described in system readiness assessment and that the following criteria have been met by the system:

- System meets all functional requirements
- System meets all non-functional requirements
- System has passed the system qualification test with no known major errors
- Successful execution of the test scripts(s) for the current test phase
- No open critical, major, or average severity defects unless the issue is determined to be low impact and low risk
- Stability of all modules and components in the test environment

D25: System Requirement Document/Backlog of User Stories and Use Cases

The System Requirement Document includes the creation of the Business Requirements Document (BRD) and System Requirements Specification (SRS)/Features, Epics, and User Stories.

Requirements/user stories and/or use cases for functional and non-functional requirements shall include, but not be limited to:

- Business
- Data
- Capacity/performance
- Security/privacy/HIPAA compliance
- Usability
- Maintainability
- Interface
- 508 compliance
- Disaster recovery
- Traceability to test plans or test cases

D26: Test Results

The Test Cases & Scripts will be executed across each testing phase including, but not limited to development, SIT, UAT, ORT, parallel, regression, and volume. The vendor's test cases should cover all processes within the CPEC solution and be representative of vendor and PRMP-identified areas. The Test Results must be detailed with pictures across each testing phase. The vendor's Test Results should include, but not be limited to:

- Description of test scenarios and test cases executed
- Documentation of test results, including screenshots and other supporting evidence
- List of issues and defects identified during testing
- List of defect resolutions and other processes used to help ensure successful completion of testing

The vendor will submit Test Results, as well as the associated Test Cases to the PRMP, once test results have been produced.

D27: HIPAA Statement

The HIPAA Statement conveys an entity's commitment to comply with all applicable Commonwealth and federal regulations including, but not limited to, 45 CFR Parts 160 through 164 (HIPAA). The HIPAA Statement should include, but not be limited to:

- The solution's compliance with HIPAA standards relative to data interchange
- Acknowledgment and commitment by the vendor that its solution will follow all current and future HIPAA standard Transactions and Code Sets (TCS) in place or mandated by the Commonwealth, PRDoH, the PRMP, and CMS

In addition to the HIPAA Statement, the vendor should provide a yearly HIPAA Compliance Report which provides evidence of the solution's continued compliance with HIPAA regulations, as documented above.

D28: Independent, Third-Party Security, and Privacy Controls Assessment Report

The Independent, Third-Party Security, and Privacy Controls Assessment Report covers compliance with the following:

- NIST SP 800-171 and/or NIST SP 800-53 standards and all relevant controls in HIPAA
- Health Care Industry Security Approaches pursuant to Cybersecurity Act of 2015, Section 405(d)
- Open Web Application Security Project Top 10

The third-party audit should include, but not be limited to:

- Penetration Test
- Review of all HIPAA compliance areas:
 - User authentication
 - Information disclosure
 - Audit trail
 - Data transfers
 - Information on correct data use (role-based testing of use).

The audit should cover adequate audit trails and logs including, but not limited to ID, access level, and action performed. The audit should also cover encryption of data at rest, in audit logs, and in transit between workstations and mobile devices (where applicable), to external locations and to offline storage.

D29: Operations Schedule

The vendor shall provide a detailed task-by-task schedule of the activities to be completed during the operations phase of the project, tying back to the work breakdown structure (WBS). The Operations Schedule identifies start and end dates, durations, work estimates, resources, predecessors, and successors for each task, deliverable, and milestone.

The Operations Schedule should be baselined upon initial approval of this deliverable by the PRMP. At minimum, the Operations Schedule should be updated monthly and delivered in Microsoft Project® and Portable Document Format (PDF) format on a monthly basis. Monthly updates to the operations schedule should include detail on major releases, change requests, and/or other operations activities. Submitted with each Operations Schedule should be a document that details the changes made to the Operations Schedule since the prior submitted version.

D30: System Acceptance Letter

PRMP will submit a copy of PRMP's acceptance letter addressed to the system developer indicating that the solution, system, or module was accepted as fully operational at least six (6) months prior to the requested certification review date.

The System Acceptance Letter deliverable is a vendor-supported deliverable, rather than a vendor produced deliverable. PRMP is responsible for putting together this deliverable and submitting it to CMS; however, the vendor is responsible for providing PRMP with all information related to system acceptance in support of this deliverable's submission.

D31: Implementation Plan

The Implementation Plan reflects the final specifications for solution implementations. This document shall be developed based on outputs from the planning and design sessions conducted with the vendor, QA provider, and the PRMP project personnel. The Implementation Plan shall include details related to transition and implementation activities relevant to the vendor's scope of work, including the CPEC system and CVO services.

The Implementation Plan shall include, but not be limited to:

- Description of implementation
- Points of contact
- Major tasks
- Implementation schedule
- Security and privacy
- Implementation support
- Hardware, software, facilities, and materials

- Documentation
- Personnel and staffing requirements
- Training of implementation staff
- Outstanding issues
- Implementation impact
- Performance monitoring
- Configuration management interface
- Risks and contingencies
- Implementation verification and validation
- Definition of how release and deployment packages can be tracked, installed, tested, verified, and/or uninstalled or backed out, if appropriate
- Definition of how deviations, risks, and issues related to the new or updated module are recorded and how corrective actions are ensured
- Definition of how responsibilities related to enrollment and credentialing activities will be transitioned from the current state to the implemented CPEC solution
- Definition of how the transfer of knowledge will occur to enable end users to optimize their use of the new/updated system to support their business activities
- Definition of how skills and knowledge will be transferred to operations staff to enable them to effectively and efficiently deliver, support, and maintain the new/updated system according to the documented SLAs
- Entrance and exit criteria for the system implementation plan

D32: System Operations Plan

The System Operations Plan describes all required systems' operational activities and provides guidance on system maintenance and enhancement practices, tools, and approaches. The vendor should also provide any additional documentation, such as commercial off-the-shelf (COTS) software user manuals, if applicable. The System Operations Plan covers both the functional and non-functional parts of operations, encompassing system functionality from a user's perspective, a PRMP's user's perspective, and a technical user's perspective, as well as scope of the services.

The System Operations Plans should include:

- Description of how to use the system based on user roles and responsibilities
- List of pre-built reports and their descriptions

- Description of all screens and how they are interrelated
- Description of all help and navigation functions and how to use them
- Complete list of error messages, their descriptions, and how to resolve the errors
- List of all included system documentation and its use
- How to troubleshoot common system problems
- Description of the key data tables, elements, and contents
- How to perform system maintenance functions, such as data backup and recovery; run batch processes (if applicable), perform data cleanup, and administer user accounts and permissions
- Listing of all logs and how to interpret them
- Key system capacity management considerations
- Key security management functionality
- Contact information for receiving support
- Where to find disaster recovery and business continuity information related to the system
- Complete documentation regarding system interfaces, outputs, and how to troubleshoot communications problems
- System and system environment configuration baseline
- Methods for monitoring and reporting system operations performance

D33: Training Materials

Training Materials will include items used to conduct the training sessions for both the system and services provided under this contract, which will ensure that training objectives are met. The vendor shall provide updated training materials as changes to the functionality of the system and enrollment and credentialing processes occur.

The Training Materials shall include, at a minimum:

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

D34: Product Documentation

Product Documentation will be all the documents developed during the life of the project. It includes documents created for the purpose of describing processes, procedures, training, and reference manuals related to the project.

Product Documentation shall include, but not be limited to:

- Operations manuals
- Training materials
- User guides
- List of all error codes and explanations by component

D35: Production Screenshots, Reports, and Data

The vendor should provide all evidence and documentation necessary to support CMS certification efforts and all other federal reviews required throughout the project, including the CMS Final Certification Review that will occur at least six (6) months after the solution has been operational. The vendor should provide the PRMP with numerous data, documents, information, and artifacts as evidence in support of all certification reviews.

This deliverable should include, but not be limited to:

- Demonstrations of the working solution, including, but not limited to, module demonstrations and interaction with other modules/systems
- Samples of production data as necessary to fulfill certification requirements and as requested by the PRMP and CMS
- Substantive and representative sets of all reports and information retrieval screens (electronic format preferred)
- List of information retrieval functions and reports for each business area including, but not limited to a list that identifies the distribution of the reports and who can access the information retrieval displays
- Evidence that the solution is being regularly backed up
- Results for the administration of test cases and scenarios requested by CMS

D36: Weekly Credentialing Activity Report

The vendor should provide a Weekly Credentialing Activity Report that includes a summary of all credentialing activities conducted on a weekly basis. The Weekly Credentialing Activity Report will include, but not be limited to:

- Total credentialing count

- Data on how many initial and revalidated files were in process
- Details on how many files were approved or rejected
 - Rejected files should include the reason for rejection
- Highlights of provider sanctions or adverse disclosures
- Listing of providers and organizations that were engaged with
- Listing of providers that were reached out to and have not responded
- Metrics on turnaround times including, but not limited to, average turnaround times and turnaround times in excess of SLAs, PRMP, and federal specifications

D37: Weekly Enrollment Activity Report

The vendor should provide a Weekly Enrollment Activity Report that includes a summary of all enrollment activities conducted on a weekly basis. The Weekly Enrollment Activity Report will include, but not be limited to:

- Total enrollment count
- Data on how many initial and revalidated files were in process
- Details on how many files were approved or rejected
 - Rejected files should include the reason for rejection
- Highlights of provider sanctions or adverse disclosures
- Listing of providers and organizations that were engaged with
- Listing of providers that were reached out to and have not responded
- Metrics on turnaround times including, but not limited to, average turnaround times and turnaround times in excess of SLAs, PRMP, and federal specifications

D38: Monthly Ongoing Monitoring Report

The vendor should provide a Monthly Ongoing Monitoring Report that captures information ongoing monitoring activities. The CPEC solution is required to continuously screen all relevant providers and organizations against applicable databases to ensure compliance with enrollment and credentialing requirements. The Monthly Ongoing Monitoring Report will include, but not be limited to:

- Provider and organization names
- Details on what was queried and when was it was queried
- Information on actions taken and status

- Findings from databases including, but not limited to:
 - OIG
 - SAM
 - NPDB Continuous Query
 - SSDMF
 - NPPES
 - Medicare Opt Out
 - Office of Foreign Asset Control

The Monthly Ongoing Monitoring Report will be due on the fifth of every month. The information included in the Monthly Ongoing Monitoring Report must be current as of the last day of the month being reported on.

D39: System Performance Report

The vendor should provide to the PRMP a weekly System Performance Report, which includes, but is not limited to:

- Average record search/retrieval time during normal business hours
- Number of minutes during normal business hours where the record search/retrieval time fell below standard
- Average screen edit time during normal business hours
- Number of minutes during normal business hours where the screen edit time fell below standard
- Average next screen page time during normal business hours
- Number of minutes during normal business hours where the next screen page time fell below standard
- Average page initiation time during normal business hours
- Number of minutes during normal business hours where the page initiation time fell below standard
- System downtime and up-time
- Any necessary non-functional performance information

D40: Certification Request Letter

The Certification Request Letter provides attestation that all solution functionality has been delivered and is ready for implementation and full solution acceptance. The letter should include, but not be limited to:

- The date the system became fully operational
- A copy of the Commonwealth of Puerto Rico's (Commonwealth's) letter to the CPEC vendor or the PRMP development team accepting the system/modules(s)
- A copy of the official acceptance letter from the State to the CPEC vendor or the PRMP development team
- A proposed time frame for the review
- A declaration that the CPEC solution meets all the requirements of law and regulation
- A declaration that the solution is ready for CMS certification, in alignment with CMS' standards for certification

D41: Provider Satisfaction Surveys

As part of the vendor's responsibilities related to Provider Management activities, the vendor is expected to develop and distribute to Puerto Rico Medicaid providers a provider satisfaction survey. Providers will receive a satisfaction survey prompt within 10 days of accessing the CPEC solution. Additionally, all providers will receive one annual provider satisfaction survey. The survey will include, but not be limited to questions focused on provider's experiences and satisfaction with the CPEC solution as well as an open response options.

D42: Provider Satisfaction Survey Results Report

After the collection of provider satisfaction survey responses, the vendor is expected to synthesize the survey responses into a monthly report. The purpose of this report is to make the PRMP aware of Puerto Rico Medicaid providers' experiences with the CPEC solution, to help ensure that it is meeting their needs. This report may also be shared with other parties to help raise awareness and support for changes to address providers' feedback.

This report will include, but not limited to:

- Identification and description of common survey result themes
- Graphic representative and analysis of quantitative data
- Flagging of risks and issues arising from the survey results
- The vendor's recommendations for improvements to the CPEC solution to address providers' feedback

The vendor will also develop an Annual Provider Satisfaction Survey Results Report that synthesizes the annual provider survey. The Annual Provider Satisfaction Survey Results Report will be due within 30 days of the annual survey response period.

D43: Turnover and Closeout Management Plan

The vendor should develop and submit to the PRMP a Turnover and Closeout Management Plan within 120 calendar days after the execution of the contract. The Turnover Plan will be based on achieving a turnover within six (6) months prior to the end of the contract. The plan will include the following:

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

The Turnover and Closeout Management Plan will also include:

- Knowledge transfer activities to the PRMP or a designated agent
- Delivery of project documentation, including technical design, business design, business standard operational procedures, testing, pending findings, defects, change requests and others.
- Training activities on the use of the system
- Transfer of assets, as applicable
- Escrow, if applicable.
- Data authorized for transfer and backups
- Statement of the PRMP ownership, as applicable
- Certificate of destruction; as applicable
- Project closeout report
- Description of the transition process
- Key personnel and their responsibilities during transition activities
- List of product documentation and other system artifacts that will be turned over to the PRMP

- Work Breakdown Structure (WBS); including dependencies on the PRMP, other vendors, System component availability
- Project communication associated with risk management and project status reporting during the transition
- Logical and physical security
- CPEC interface listing
- Process and procedures/policies/desk-side manuals, to use the System, as applicable.
- Transition or closure of active correspondence; as applicable
- Interfaces security key details

The Turnover plan will reflect the following Turnover deliverables:

- Turnover and Closeout Management plan
- Module and System software, files, including business design, technical design, testing and other operations documentation, as applicable
- Turnover Results report
- Statement of Resources on-site during the turnover period
- Description of the Operational infrastructure
- Web-portal, translator, and translator software, as applicable

The vendor will provide the above within a time frame requested by the PRMP and documented in the Turnover work plan. Additionally, the vendor will use its own quality processes to help ensure that deliverables meet the PRMP approval.

Appendix 3: SLAs and Performance Standards

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

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

The vendor should deduct any amount due as a result of the SLAs from its future payments, and those deductions should be made from the invoice total dollar amount. Each invoice should also be accompanied by an SLA Report detailing those SLAs that were triggered within the invoice period. For details on what should be included in the SLA Report, please refer to **Appendix 2: Deliverable Review Process and 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. **The PRMP reserves the right to seek any other remedies under the contract.**

Table 19: SLAs At-a-Glance

ID	SLA Name	Phase
SLA-001	Disaster Recovery	M&O
SLA-002	Incident Restoration	M&O
SLA-003	Latency	M&O
SLA-004	MCO Notification	M&O
SLA-005	Notice of Provider Exclusion or Sanction	M&O
SLA-006	Notice of Scheduled System Downtime	M&O
SLA-007	Provider Notification	M&O
SLA-008	Solution Availability	M&O
SLA-009	System Incident Notification	M&O
SLA-010	System Maintenance	M&O
SLA-011	System Security	M&O

ID	SLA Name	Phase
SLA-012	System Turnover	M&O
SLA-013	System Turnover Documentation	M&O
SLA-014	Timeliness of Provider Enrollment	M&O
SLA-015	Timeliness of Provider Re-enrollment	M&O
SLA-016	Timeliness of Provider Credentialing	M&O
SLA-017	Timeliness of Provider Re-credentialing	M&O
SLA-018	Timeliness of Provider Screening	M&O
SLA-019	Centers for Medicare and Medicaid Services (CMS) Certification (A)	Implementation/M&O
SLA-020	Centers for Medicare and Medicaid Services (CMS) Certification (B)	Implementation/M&O
SLA-021	Change Request Management (A)	Implementation/M&O
SLA-022	Change Request Management (B)	Implementation/M&O
SLA-023	Deliverable Submission Updates	Implementation/M&O
SLA-024	General Deliverables	Implementation/M&O
SLA-025	Test Results Quality Rate	Implementation/M&O
SLA-026	Key Staff	Implementation/M&O
SLA-027	Key Staff Replacement	Implementation/M&O
SLA-028	Security Breach	Implementation/M&O
SLA-029	Monthly Deliverables	Implementation/M&O
SLA-030	Weekly Deliverables	Implementation/M&O
SLA-031	Schedule Maintenance	Implementation/M&O

SLAs and Performance Standards

The KPIs used to define the following service levels are an adjunct to the performance standards. The 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 the PRMP, result in payment reduction; failure to meet any other performance standard defined in the resulting contract is not directly tied to fiscal holdback. The PRMP reserves the right to promote any performance metric to the status of KPI.

The following table contains the terms and their definitions specific to the SLAs found in this appendix; the table can also be found in **Appendix 9: Acronyms, Abbreviations, and Terms Glossary**.

Table 20: Terms and Definitions for SLAs

Term	Definition
Downtime	The time during which any component(s) of the solution is not functioning or available for any reason. Production downtime is the time during which the solution is not available for its intended use in production. There are two types of downtime defined: scheduled downtime and unscheduled downtime.
Normal Business Hours	Normal business hours are considered Monday through Friday 6:00 a.m. to 7:00 p.m. Atlantic Standard Time (AST). Normal business hours do not include Commonwealth and Federal holidays.
Scheduled Downtime	Any period during which the solution, or any component(s) of the solution, is unavailable for its intended use. Scheduled downtime should be reviewed and approved by the PRMP in advance of the service interruption. Scheduled downtime that has received approval from the PRMP does not count toward downtime performance standards.
System Maintenance	The time available to the vendor to perform hardware and software maintenance.
Unscheduled Downtime	Any period during which the solution, or any component(s) of the solution, is unavailable for its intended use wherein the PRMP has not approved the downtime in advance of the service interruption. Unscheduled downtime should be reported to the PRMP within one (1) hour of occurrence.
Weekly Basis	Sunday at 12:00 a.m. AST to Saturday at 11:59 p.m. AST on any given week.

CAP

When an SLA is not met, the vendor should submit for approval to the PRMP a written CAP no later than 10 business days from the date the PRMP requests the CAP. The PRMP will consider extensions to the 10-day timeline on a case-by-case basis. The CAP will include, at a minimum:

- Deficient SLA(s)
- A full description of the issue
- A root-cause analysis
- Impact of the issue and related risk
- A full description of the issue

- The resolution, including any failed solutions implemented before the resolution
- The proposed corrective action to avoid missing the SLA in the future

The vendor will implement the proposed corrective action only upon the PRMP approval of the CAP. Please note that the SLA-related CAPs differ from those CAPs provided in response to issues.

Implementation and Operations Performance Standards

This subsection contains SLAs applicable to both Implementation and Operations.

Per this RFP and any resulting contract, Implementation includes the following phases of the project:

- Project Initiation and Planning
- Solution Design and Testing
- Solution Deployment
- Project Monitor and Control

Henceforth for the purposes of classifying SLAs, the above-mentioned phases will be referred to as "Implementation." The vendor should track and report on Implementation throughout the named project phases stipulated in this section. The vendor should leverage its recurring Weekly Project Status Report deliverable to report on Implementation.

Per this RFP and any resulting contract, Operations includes the following phases of the project:

- Project Monitor and Control
- Solution Operations and Maintenance
- Contract Closing

The 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 expected by the PRMP in a given area. KPIs are identified within each SLA and are to be measured and reported each month by the vendor in the Weekly Status Reports. Timely Weekly Project Status Reports, including SLA performance reports, must be provided in the format agreed upon with the PRMP and received electronically no later than the fifth day of the month for the prior month's performance.

The vendor shall agree that failure to perform in accordance with established SLAs results in a loss to the PRMP. If the vendor fails to meet the SLAs and associated KPIs, the PRMP reserves the right to administer a monthly payment deduction up to 10% of the monthly invoice amount based on prior month performance violation(s), as reported timely by the vendor and confirmed by the PRMP. The PRMP, at its sole discretion, will decide to enforce the associated liquidated

damages. If the PRMP chooses to not enforce liquidated damages at any given time, it does NOT set precedence for future enforcement actions, does NOT limit the PRMP's enforcement authority in any way, and does NOT imply acceptance or approval of performance below the agreed level.

Table 21: SLAs, Performance Standards, and Contract Remedies

ID	SLA Subject Area	Performance Standard	Contract Remedies
SLA-001	Disaster Recovery	<p>The Disaster Recovery service levels will be calculated based on the successful compliance of the recovery solution with PRMP-approved recovery standards (Recovery Time Objective [RTO] and Recovery Point Objective [RPO]).</p> <p>Performance Standard:</p> <ul style="list-style-type: none"> • In case of a disaster that affects CPEC operations, the entire service will be restored within the PRMP’s approved RTO limit. • In case of a disaster, the recovery solution will comply with the PRMP’s approved RPO limit. 	<p>\$500 for every four (4) hours or part of four (4) hours over the PRMP-approved RTO.</p> <p>\$250 for every thirty (30) minutes or part of thirty (30) minutes over the PRMP-approved RPO.</p>
SLA-002	Incident Restoration	<p>The vendor must quickly address critical incidents affecting the system to minimize the business impact of the incident. A critical incident is defined as any level 4 or level 5 severity application issue for the system for which no work-around is available and authorized solution users are unable to perform their business tasks. For purposes of clarity, level 4 or level 5 critical incidents exclude (i) disasters where the parties declare a disaster and invoke the disaster recovery plan, (ii) force majeure events, including, but not limited to failure of government, riots, and weather disasters, (iii) other events or factors that impact the system but are outside the vendor’s control.</p> <p>If a critical incident is caused by a third party or is outside the vendor’s control, the vendor will work</p>	<p>The PRMP shall assess liquidated damages, as specified below, for failure to correct a Level 5 incident within the performance standard.</p> <ul style="list-style-type: none"> • \$5,000/calendar day 1 – 3 days that exceed performance standard • \$10,000/calendar day 4 – 7 days that exceed performance standard • \$15,000/calendar day 8 – 14 days that exceed performance standard • \$20,000/calendar day > 15 days that exceed performance standard <p>The PRMP shall assess liquidated damages, as specified below, for failure to correct a Level 4 incident within the performance standard.</p>

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<p>with the PRMP to fix the incident but that incident will not be subject to this SLA. If a level 5 incident cannot be fixed within 24 hours, the vendor will communicate with the PRMP to provide a remediation plan within 24 hours.</p> <ul style="list-style-type: none"> 95% of Level 5 incidents impacting the system will be fixed within 24 hours 95% of Level 4 incidents impacting the system will be fixed within 48 hours. <p>Level 5 – Emergency – The system no longer functions.</p> <ul style="list-style-type: none"> The vendor will use commercially reasonable efforts to respond to a Level 5 incident notification within 30 minutes. The vendor will use commercially reasonable efforts to report a recommended resolution and estimated fix date/time for a Level 5 incident within two (2) hours of notification of the Level 5 incident. Service Level for correction of a Level 5 incident is 24 hours from notification. <p>Level 4 – Disabled, no work-around – A business function or system component does not work as required, and no acceptable work-around is available.</p> <ul style="list-style-type: none"> The vendor will use commercially reasonable efforts to respond to a Level 4 incident notification within 30 minutes. 	<ul style="list-style-type: none"> \$3,000/calendar day 1 – 3 days that exceed performance standard \$6,000/calendar day 4 – 7 days that exceed performance standard \$8,000/calendar day 8 – 14 days that exceed performance standard \$12,000/calendar day > 15 days that exceed performance standard <p>No liquidated damages shall be assessed for Level 1, 2 or 3 incidents.</p>

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<ul style="list-style-type: none"> • The vendor will use commercially reasonable efforts to report a recommended resolution and estimated fix date/time for all Level 4 incidents within two (2) hours of notification of the Level 4 incident. • Service Level for correction of a Level 4 incident is 48 hours from notification of the Level 4 incident. <p>Level 3 – Disabled, Work-around – A business function or system component does not work as required, but a work-around that is acceptable to the PRMP is available.</p> <ul style="list-style-type: none"> • The vendor will use commercially reasonable efforts to respond to a Level 3 incident notification within 30 minutes. • The vendor will use commercially reasonable efforts to report a recommended resolution and estimated fix date/time for all Level 3 incidents within four (4) hours of notification of the Level 3 incident. • Service Level for correction of a Level 3 incident is three (3) business days from notification of the Level 3 incident. <p>Level 2 – Minor – Non-Critical, but having a negative effect on one or more business functions or system components.</p>	

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<p>The vendor will use commercially reasonable efforts to respond to a Level 2 incident notification within two (2) business days.</p> <ul style="list-style-type: none"> • The vendor will use commercially reasonable efforts to report a recommended resolution and estimated fix date/time for all Level 2 incidents within two (2) business days of notification of the Level 2 incident. • Service Level for correction of a Level 2 incident is next scheduled release. <p>Level 1 – Cosmetic – Non-Critical, and non-impacting to one or more business functions or system components.</p> <ul style="list-style-type: none"> • The vendor will use commercially reasonable efforts to respond to a Level 1 incident notification within two (2) business days. • The vendor will use commercially reasonable efforts to report a recommended resolution and estimated fix date/time for all Level 1 incidents within two (2) business days of notification of the Level 1 incident. • Service Level for correction of a Level 1 incident is the next scheduled release. <p>The end date and time for an incident is the date and time that the resolution status for that incident is recorded in the associated solution's tool (i.e., JIRA, ALM, rTrace). An incident notification call</p>	

ID	SLA Subject Area	Performance Standard	Contract Remedies
		occurs when a PRMP representative notifies the vendor M&O Manager via phone, SMS text message, or other acceptable communication form that a Level 4 or Level 5 incident has occurred and the vendor agrees that a Level 4 or Level 5 incident has occurred. The vendor's solution tool (i.e., JIRA®, ALM, rTrace) will document the nature of the problem, the official start time for the incident, a solution description, and anticipated fix date and time. When the incident is resolved, the resolution status will be recorded in the vendor's solution tool (i.e. JIRA®, ALM, rTrace).	
SLA-003	Latency	The vendor shall ensure that the maximum amount of time between the initiation of a transaction and the confirmation receipt of the transaction by the Enterprise Service Bus (ESB) will not exceed two seconds, unless the response time exceeding two seconds is due to circumstances beyond the control of the vendor.	The PRMP shall assess up to \$5,000.00 per month if the monthly average latency of ESB orchestrated transactions exceeds the performance standard.
SLA-004	MCO Notification	The system must notify MCOs of all released providers within two (2) business days.	The PRMP shall assess up to \$100 per business day per incident where the system does not notify MCOs of providers by provider types, who have been released, in excess of the performance standard.
SLA-005	Notice of Provider Exclusion or Sanction	The system/vendor will notify PRMP of a provider exclusion or sanction within two (2) business days of discovery.	PRMP shall assess up to \$100 per day or part of a day for each instance that the number of days it takes the vendor to notify the PRMP of a provider exclusion or sanction exceeds the performance standard.
SLA-006	Notice of Scheduled System Downtime	The vendor must notify the PRMP staff via email of any planned system interruption, shutdown, or non-access to any files, at least three (3) business days prior to the scheduled interruption and obtain	\$1,000 per system interruption that the PRMP is not notified of in advance.

ID	SLA Subject Area	Performance Standard	Contract Remedies
		written PRMP approval prior to implementing the shutdown.	
SLA-007	Provider Notification	The vendor must notify providers of items listed in the outcome within two (2) business days.	The PRMP shall assess up to \$100 per business day per incident where the system does not notify providers of items listed in the outcome in excess of the performance standard.
SLA-008	Solution Availability	The CPEC solution must be available for the PRMP use in accordance with specifications 99.9% of the time during normal business hours of 6:00 a.m. to 7:00 p.m. AST, Monday through Friday, and 97% of the time during non-business hours.	<p>The PRMP shall assess liquidated damages as specified below, per hour for each hour, or portion thereof, if the system fails to meet these availability performance standards.</p> <p>\$1,000 /hour Less than 24 hours \$2,000 /hour 25 – 48 hours \$3,000 /hour More than 48 hours</p>
SLA-009	System Incident Notification	<p>The System Incident Notification service level will be measured based on the timeliness of notifications to the PRMP of any system critical or non-critical incidents. Incidents include, but are not limited to, financial transaction information (FTI), protected health information (PHI) incidents, privacy incidents, and security incidents in a month. Physical and system security incidents, and misuse of Information Technology (IT) resources, are considered critical incidents. Compliance standards and calculations are listed below:</p> <ul style="list-style-type: none"> • Time to notify the PRMP for critical incidents is within thirty (30) minutes of awareness of a critical incident. 	<p>\$1,000 for each occurrence of a failure to provide notification per the agreed-upon time frames.</p> <p>The vendor must compensate the PRMP for any fines and penalties imposed by regulatory entities.</p>

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<ul style="list-style-type: none"> • Time to notify the PRMP is within two (2) hours of awareness of a non-critical incident. 	
SLA-010	System Maintenance	<p>Deficiencies for all system components installed and operated within vendor and the PRMP sites. Based upon notification of a deficiency, the vendor will create a Problem Report describing the deficiency and identifying the vendor's recommended resolution and time frame. The vendor must report to the PRMP its recommended resolution and an estimated fix date/time within the time frames required. Each deficiency must be fixed within the time frames required. Resolution time frames might be different for system components operated and maintained within the vendor's site than those operated and maintained within the PRMP site. Problem Reports will be updated by the vendor with a description of the solution, and the date and time the deficiency was resolved, and the system resumed operations. The PRMP will determine the severity level assigned to a deficiency. The system refers to all operational components the vendor is responsible for maintaining.</p> <p>Level 5 – Emergency – The system no longer functions.</p> <ul style="list-style-type: none"> • Performance standard for responding to a deficiency call is thirty (30) minutes. • Performance standard for reporting a recommended resolution and an estimated fix date/time for all system components is two hours. 	<p>The PRMP shall assess up to \$2,000 per calendar day for each day from the date an acceptable enhancement was due until it receives acceptance from the PRMP.</p> <p>The PRMP shall assess the following liquidated damages for failure to correct a Level 5 maintenance deficiency within the performance standard correction time.</p> <ul style="list-style-type: none"> • \$5,000 /calendar day: 1 – 3 days beyond performance standard • \$10,000 /calendar day: 4 – 7 days beyond performance standard • \$15,000 /calendar day: 8 – 14 days beyond performance standard • \$20,000 /calendar day > 15 days beyond performance standard <p>The PRMP shall assess the following liquidated damages for failure to correct a Level 4 maintenance deficiency within the performance standard correction time.</p> <ul style="list-style-type: none"> • \$3,000 /calendar day: 1 – 3 days beyond performance standard • \$6,000 /calendar day: 4 – 7 days beyond performance standard • \$9,000 /calendar day: 8 – 14 days beyond performance standard • \$12,000 /calendar day > 15 days beyond performance standard

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<ul style="list-style-type: none"> • Performance standard for correction of a deficiency associated with a system component located at the vendor site is twenty-four (24) hours. • Performance standard for correction of a deficiency associated with a system component located at the PRMP site is twenty-four (24) hours. <p>Level 4 – Disabled, no Work-around – A business function or system component does not work as required, and no acceptable work-around is available.</p> <ul style="list-style-type: none"> • Performance standard for responding to a deficiency call is thirty (30) minutes. • Performance standard for reporting a recommended resolution and an estimated fix date/time for all system components is two (2) hours. • Performance standard for correction of a deficiency associated with a system component located at the vendor site is forty-eight (48) hours. • Performance standard for correction of a deficiency associated with a system component located at the PRMP site is forty-eight (48) hours. <p>Level 3 – Disabled, Work-around – A business function or system component does not work as required, but a work-around that is acceptable to the PRMP is available.</p>	<p>The PRMP shall assess the following liquidated damages for failure to correct a Level 3 maintenance deficiency within the performance standard correction time.</p> <ul style="list-style-type: none"> • \$1,500 /calendar day: 1 – 3 days beyond performance standard • \$3,000 /calendar day: 4 – 7 days beyond performance standard • \$4,500 /calendar day: 8 – 14 days beyond performance standard • \$6,000 /calendar day > 15 days beyond performance standard <p>The PRMP shall assess the following liquidated damages for failure to correct a Level 2 maintenance deficiency within the performance standard correction time.</p> <ul style="list-style-type: none"> • \$500 /calendar day: 1 – 3 days beyond performance standard • \$650 /calendar day: 4 – 7 days beyond performance standard • \$800 /calendar day: 8 – 14 days beyond performance standard • \$1,000 /calendar day > 15 days beyond performance standard <p>The PRMP shall assess the following liquidated damages for failure to correct a Level 1 maintenance deficiency within the performance standard correction time.</p> <ul style="list-style-type: none"> • \$250 /calendar day: 1 – 3 days beyond performance standard • \$325 /calendar day: 4 – 7 days beyond performance standard

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<ul style="list-style-type: none"> • Performance standard for responding to a deficiency call is thirty (30) minutes. • Performance standard for reporting a recommended resolution and an estimated fix date/time for all system components is two (2) hours. • Performance standard for correction of a deficiency associated with a system component located at the vendor site is three (3) business days. • Performance standard for correction of a deficiency associated with a system component located at the PRMP site is four (4) business days. <p>Level 2 – Minor – Non-Critical, but having a negative effect on one or more business functions or system components.</p> <ul style="list-style-type: none"> • Performance standard for responding to a problem call is thirty (30) minutes. • Performance standard for reporting a recommended resolution and an estimated fix date/time for all system components is four (4) hours. • Performance standard for correction of a problem associated with a system component located at the vendor site is five (5) business days. • Performance standard for correction of a deficiency associated with a system component located at the PRMP site is 	<ul style="list-style-type: none"> • \$400 /calendar day: 8 – 14 days beyond performance standard • \$500 /calendar day > 15 days beyond performance standard

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<p>seven (7) business days.</p> <p>Level 1 – Cosmetic – Non-critical and non-impacting to one or more business functions or system components.</p> <ul style="list-style-type: none"> • Performance standard for responding to a deficiency call is thirty (30) minutes. • Performance standard for reporting a recommended resolution and an estimated fix date/time for all system components is four (4) hours. • Performance standard for correction of a deficiency associated with a system component located at the vendor site is ten (10) business days. <p>Performance standard for correction of a deficiency associated with a system component located at the PRMP site is ten (10) business days.</p>	
SLA-011	System Security	The vendor must maintain and document security features for all vendor-supported solutions to ensure the solution is protected against unauthorized access according to the PRMP policies and procedures.	<p>The PRMP shall assess up to \$500 for each record that accessed without authorization, according to the PRMP policies and Procedures.</p> <p>The PRMP shall assess up to \$10,000 for each day that a security breach goes unreported.</p>
SLA-012	System Turnover	Per this RFP's Deliverables Dictionary, the Turnover and Closeout Management Plan defines the vendor's responsibilities related to system turnover. Turnover will not be considered complete until the Turnover and Closeout Management Plan and its associated deliverables are accepted by the PRMP.	The PRMP shall assess up to \$500 per business day for each day after the due date that the Turnover and Closeout Management Plan is not submitted. The PRMP shall assess up to \$500 per business day for each day after 30 business days from the date of the turnover of system operations that the Turnover Results Report is not submitted.

ID	SLA Subject Area	Performance Standard	Contract Remedies
SLA-013	System Turnover Documentation	<p>The vendor must provide to the PRMP or its designee, within seven (7) business days of notice of termination the following information:</p> <ul style="list-style-type: none"> • All updated computer software programs, data and reference tables, scripts, and other documentation and records required by the PRMP or its designee to operate the system • Copies of all subcontracts and third-party contracts executed in connection with the services and solution • A list of services provided by subcontractors in connection with the performance of the service and solution, including the names and contact information for the subcontractors • Source code • Licenses • Other documentation as defined by the PRMP 	The PRMP shall assess up to \$3,500 for each business day beyond the seven (7) business days that all required materials are not delivered by the vendor.
SLA-014	Timeliness of Provider Enrollment	The vendor must enroll providers within five (5) business days from point of submission.	PRMP shall assess up to \$100 per business day or part of a business day per provider that the time to enroll providers from point of submission exceeds the performance standard.
SLA-015	Timeliness of Provider Re-Enrollment	The vendor must reenroll providers within five (5) business days from point of submission.	PRMP shall assess up to \$100 per business day or part of a business day per provider that the total time to re-enroll providers from point of submission exceeds the performance standard.

ID	SLA Subject Area	Performance Standard	Contract Remedies
SLA-016	Timeliness of Provider Credentialing	The vendor must credential providers within thirty (30) business days from initial application.	. PRMP shall assess up to \$100 per business day or part of a business day per provider that the time to credential providers from initial application exceeds the performance standard.
SLA-017	Timeliness of Provider Re-Credentialing	The vendor must recredential providers within thirty (30) days from point of submission.	PRMP shall assess up to \$100 per business day or part of a business day per provider that the time to recredential providers from point of submission exceeds the performance standard.
SLA-018	Timeliness of Provider Screening	The vendor must screen providers within five (5) business days from initial application.	PRMP shall assess up to \$100 per business day or part of a business day per provider that the time to screen providers from initial application exceeds the performance standard.
SLA-019	CMS Certification A	The vendor must provide all required documentation and evidence necessary to support the CMS Certification process.	If the PRMP does not receive all required documentation and evidence necessary to support the CMS Certification by the associated evidence due date, the PRMP shall assess up to \$1,000 per business day for each day documentation and information is received late.
SLA-020	CMS Certification B	The vendor must maintain the system to the standards required by CMS and ensure that CMS Certification is maintained throughout the period of Operations of the system by the vendor.	The PRMP shall assess up to \$250,000 per month for any month, or a portion thereof, during which Federal Financial Participation (FFP) is withheld as a result of failure by the vendor to maintain the system as required by CMS.
SLA-021	Change Request Management A	The vendor must provide an online database of Change Requests and resulting Change Orders to include the entire history that is searchable by date, status, priority, title, and description. This database must be updated within twenty-four (24) hours of receipt of a Change Request, creation of a Change	The PRMP shall assess up to \$200 per business day for each day the database and search capability is not fully available. The PRMP shall assess up to \$100 per business day per Change Request or Change Order for each day a Change Request or Change Order is late in being updated in the database.

ID	SLA Subject Area	Performance Standard	Contract Remedies
		Order, or change in status of an existing Change Request or Change Order.	
SLA-022	Change Request Management B	Comprehensive and accurate responses from the vendor to all Change Requests—including the proposed solution, cost, and time frames—must be delivered to the PRMP within fifteen (15) business days of receipt of a the PRMP Change Request.	The PRMP shall assess up to \$100 per business day for each day an acceptable Change Request response is not timely received. If a Change Request response is received on time but the information reported is inaccurate or incomplete, the PRMP shall assess up to \$100 per business day until an acceptable response is received.
SLA-023	Deliverable Submission Updates	The vendor must address the PRMP’s feedback on the vendor’s deliverables, make requested changes, and resubmit a deliverable within five (5) days following a ten (10) day review period of the deliverable by the PRMP.	\$1,000 per business day that the deliverables are not delivered in alignment with this performance standard or the performance standard agreed to by the PRMP.
SLA-024	General Deliverables	<p>The vendor must deliver project deliverables by the date within the approved Project Schedule.</p> <p>All project deliverables are subject to this SLA, except for those project deliverables that are specifically assigned their own SLA.</p>	The PRMP shall assess up to \$2,000 per business day from the agreed-upon deliverable submission date, per deliverable, until the vendor submits the completed deliverables, as specified in the Deliverables Dictionary.
SLA-025	Test Results Quality Rate	The Test Results Quality Rate will be determined using the results of a vendor-generated, pre-test strategy, executed testing cases, including functionality, performance, integration, interfaces, operational suitability, and other test coverage items comprising a thorough vendor-executed testing effort for every post-implementation release. The initial service level for this SLA will be zero critical, high, or medium defects, and an agreed-upon remediation plan for low defects. The PRMP	<p>Failure to meet any agreed-upon time frames for a release due to unresolved Critical or High defects might result in the assessment of liquidated damages of \$2,000 for each critical defect and \$1,500 for each high defect.</p> <p>Additional liquidated damages will be assessed \$500 for every seven (7) business days for each defect until a correction is implemented.</p> <p>As defined in the PRMP’s agreed-upon remediation plan, medium or low defects that are not resolved might result</p>

ID	SLA Subject Area	Performance Standard	Contract Remedies
		will validate test results during each post-implementation release.	in the assessment of liquidated damages of \$750 per business day for each defect if agreed-upon resolution time frames are not met.
SLA-026	Key Staff	During the entire duration of the contract, key staff commitments made by the vendor as part of its RFP response must not be changed without 30 days prior written notice to the PRMP unless due to legally required leave of absence, sickness, death, resignation, or mutually agreed-upon termination of employment of any named individual.	Up to a maximum of \$3,000 per occurrence shall be assessed for each key staff person proposed who is changed without proper notice and approval by the PRMP for reasons other than legally required leave of absence, sickness, death, or termination of employment.
SLA-027	Key Staff Replacement	The vendor will replace key staff in a timely fashion. Replacement of key staff will take place within 30 business days of removal unless a longer period is approved by a PRMP-authorized representative.	The PRMP shall assess up to \$200 per business day for each business day after the initial thirty (30) business days allowed in which an acceptable replacement for that key staff position is not provided.
SLA-028	Security Breach	The vendor must establish and maintain systems, processes, and security features to protect beneficiary information from unauthorized access according to the PRMP policies and procedures.	The PRMP shall assess up to \$500 for each beneficiary whose information is accessed without authorization and is attributable to a fault of the vendor, according to the PRMP policies and procedures. The PRMP shall assess up to \$10,000 for each day that a security breach attributed to the vendor goes unreported to PRMP after discovery of a security breach.
SLA-029	Monthly Deliverables	<p>The vendor must deliver all monthly deliverables by the date specified in this RFP's Deliverable Dictionary, and as approved within the Project Schedule.</p> <p>Monthly deliverables include:</p> <ul style="list-style-type: none"> • Provider Satisfaction Survey Results 	The PRMP shall assess up to \$2,000 per business day from the agreed-upon deliverable submission date, per deliverable, until the vendor submits the completed deliverables, as specified in the Deliverables Dictionary.

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<ul style="list-style-type: none"> • Project Schedule • Operations Schedule • Monthly Ongoing Monitoring Report 	
SLA-030	Weekly Deliverables	<p>The vendor must deliver all weekly deliverables by the date specified in this RFP's Deliverable Dictionary, and as approved within the Project Schedule.</p> <p>Weekly deliverables include:</p> <ul style="list-style-type: none"> • Weekly Project Status Report • Weekly Credentialing Activity Report • Weekly Enrollment Activity Report • System Performance Report 	The PRMP shall assess up to \$500 per business day from the agreed-upon deliverable submission date, per deliverable, until the vendor submits the completed deliverables, as specified in the Deliverables Dictionary.
SLA-031	Schedule Maintenance	The vendor must agree that failure by the vendor to perform in accordance with the details of this RFP and resulting contract results in a loss to PRMP. As such, if the vendor fails to provide the requested solution and supporting services, PRMP may reduce the vendor's payment for Payment Milestone 3: Solution Deployment. The PRMP may decide to release the remaining portion of the milestone upon successful implementation of the solution. In summary, each time the acceptance date of the solution is extended from the approved schedule as a result of actions by the vendor, the PRMP may reduce the amount paid to the vendor for Payment Milestone 3: Solution Deployment by 10%.	<p>The PRMP shall reduce the following percentage of total payment to the vendor for Payment Milestone 3: Solution Deployment:</p> <ul style="list-style-type: none"> ○ No acceptance date extension: Up to 0% reduction of vendor's invoice for amounts associated with Payment Milestone 3: Solution Deployment ○ Acceptance date extension #1: Up to 10% reduction of vendor's invoice for amounts associated with Payment Milestone 3: Solution Deployment ○ Acceptance date extension #2: Up to 20% reduction of vendor's invoice for amounts associated with Payment Milestone 3: Solution Deployment ○ Acceptance date extension #3: Up to 30% reduction of vendor's invoice for amounts

ID	SLA Subject Area	Performance Standard	Contract Remedies
			<p>associated with Payment Milestone 3: Solution Deployment</p> <ul style="list-style-type: none"> ○ Acceptance date extension #4: Up to 40% reduction of vendor's invoice for amounts associated with Payment Milestone 3: Solution Deployment ○ Acceptance date extension #5 or greater: Up to 50% reduction of vendor's invoice for amounts associated with Payment Milestone 3: Solution Deployment

Appendix 4: Key Staff Qualifications, Experience, and Responsibilities

The tables below detail the roles of vendor specific key staff necessary for successful execution of the services detailed in this RFP. Minimum qualifications, experience, and primary responsibilities are provided for each role. The responsibilities presented are high level and not to be interpreted as all inclusive. The vendor may propose and staff additional roles to complement the key roles identified below. The PRMP will consider alternative arrangements, as long as the time staff are present and devoted is sufficient to meet the responsibilities and performance expectations set forth in this RFP. In instances where the vendor proposes alternative staffing arrangements, please 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.

The vendor's staff will be expected to participate in project-related activities at various times throughout the contract phases. The table below indicates the roles anticipated to be actively working on the project during each task group of the project. The PRMP will consider alternative arrangements as long as the time staff are present and devoted is sufficient to meet the operational responsibilities, performance expectations, and system requirements of this RFP.

Table 22: Vendor Key Staff by Project Phase

	Implementation			Implementation / Operations	Operations
Project Role	Project Initiation & Planning	Solution Design and Testing	Solution Deployment	Project Monitor and Control	Maintenance and Operations
Account Manager	✓	✓	✓	✓	✓
Project Manager	✓✓	✓✓	✓✓	✓✓	✓✓
Business Lead	✓✓	✓✓	✓✓	✓✓	✓✓
Technical Lead	✓✓	✓✓	✓✓	✓✓	✓✓
Implementation Manager	✓✓	✓✓	✓✓	✓	✓
Operations Manager		✓	✓✓	✓✓	✓✓
Certification Lead	✓	✓	✓	✓	✓
Documentation Management Lead	✓✓	✓✓	✓✓	✓	✓
Quality Assurance Manager	✓✓	✓✓	✓✓	✓	✓
Testing Manager	✓	✓✓	✓✓	✓	✓
Information Security Architect / Privacy Data Protection Officer	✓	✓	✓	✓	✓
Training Manager		✓	✓✓	✓✓	✓✓

	Implementation			Implementation / Operations	Operations
Project Role	Project Initiation & Planning	Solution Design and Testing	Solution Deployment	Project Monitor and Control	Maintenance and Operations
Provider Enrollment Manager	✓	✓	✓✓	✓✓	✓✓
Provider Credentialing Manager	✓	✓	✓✓	✓✓	✓✓
✓ Role may be dedicated to the project less than 100% of the time			✓✓ Role expected to be dedicated to the project 100% of the time and on-site for more than 50% of their time each month		

PRMP will provide the awarded vendor with onsite cubicle space for up to two vendor staff. PRMP reserves the right to reallocate its onsite space, as necessary. The vendor will be responsible for coordinating additional onsite accommodations, beyond what is provided by PRMP, for all key staff that are required to be onsite, per this RFP.

Table 23: 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 demonstrated experience in project management for a State Medicaid Agency with operations similar to the PRMP, a large healthcare provider management organization of a similar size, or an organization of comparable size implementing IT projects • A minimum of three (3) years of demonstrated experience in project management for implementation of information systems • A minimum of a bachelor's degree or a minimum of four (4) years related experience • Knowledge of Project Management standards and best practices including PMBOK® 	<p>The Account Manager is expected to be a key staff position throughout the entire contract term. This position is responsible for overall delivery of the project. This individual serves as a liaison with the PRMP during all phases of the contract. The Account Manager:</p> <ul style="list-style-type: none"> • Attends in person, upon the PRMP request, meetings and hearings of legislative committees and interested governmental bodies, agencies, and officers • Is responsible for establishing and maintaining a positive client relationship. Provides timely and informed responses to implementation, operational, and administrative inquiries that arise • Delegates authority when not able to be available • Meets with the PRMP staff or such other person as designated by the PRMP on a regular basis to provide oral and written status reports and other information as required
Project Manager	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience in project management for a State Medicaid Agency with operations of a similar size to the PRMP or a large healthcare provider management organization of a similar size • A minimum of three (3) years of demonstrated experience in project 	<p>The Project Manager is expected to be a key staff position throughout the entire contract term. Responsibilities include but are not limited to:</p> <ul style="list-style-type: none"> • Provides on-site management of the project and is the chief liaison for the PRMP for implementation project activities as well as the project's maintenance and operational phase • Ensures compliance with any the PRMP audit requests and timely responses with audit inquiries • Is authorized to make day-to-day project decisions

Vendor Role	Qualifications	Responsibilities
	<p>management for implementation of information systems</p> <ul style="list-style-type: none"> • A minimum of a bachelor's degree or a minimum of four (4) years related experience • A certification in project management, preferably from the PMI® • Knowledge of project management standards and best practices, including the PMBOK® 	<ul style="list-style-type: none"> • Facilitates the project by using project management processes, organizing the project, and managing the team work activities consistent with the approved work plan • Schedules and reports on project activities, identifies resource requirements well in advance, coordinates the use of personnel resources, identifies issues, provides solutions to problems, and facilitates the implementation of the solution • Hosts on-site status meetings, milestone meetings, and interim meetings, on a recurring or ad hoc basis • Ensures compliance with the project governance structure • Coordinates project management activities with the PRMP • Manages project risks and issues • Ensures adequate staffing on the project consistent with required tasks and project schedule • Ensures timely and effective execution of all project tasks • Manages system change control
Business Lead	<ul style="list-style-type: none"> • A minimum of three (3) years of demonstrated experience working within a State Medicaid Agency with operations of similar size to the PRMP or a large healthcare provider management organization • A minimum of three (3) years of demonstrated experience in implementation of information systems • A minimum of two (2) years of experience managing project controls 	<p>The Business Lead is expected to be a key staff position throughout the entire contract term. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Serves as a liaison among stakeholders to ensure adherence to the structure, policies, and operations of the PRMP • Ensures requirements are efficiently and effectively addressed by the solution • Coordinates the day-to-day implementation activities and facilitates communication between the business analysts and development and Quality Assurance (QA) teams • Manages business analyst resources, assigns tasks, oversees work products and their completion, monitors the

Vendor Role	Qualifications	Responsibilities
	<p>including issues, risks, requirements, scope, schedules</p> <ul style="list-style-type: none"> • A minimum of a bachelor's degree or a minimum of four (4) years related experience • A minimum of three (3) years of experience in financial management business processes applicable to the scope of this RFP • Knowledge of project management standards and best practices, including the PMBOK® 	<p>schedule, and ensures resources are utilized efficiently and effectively</p> <ul style="list-style-type: none"> • Provides expert guidance ensuring that policy and business rules defined by the PRMP are correctly implemented in the vendor's solution • Serves as the senior business expert with a strong understanding of the vendor's business application • Ensures requirements and reporting needs, including those that exceed the standard reporting package, are addressed • Provides ad hoc reporting, as requested by the PRMP • Manages the processes and procedures associated with system change orders • Manages the OTM
Technical Lead	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience in delivering and maintaining large-scale solutions, with a minimum of three (3) years in a progressively responsible supervisory or management role • A minimum of three (3) years of experience in provider enrollment and credentialing processes applicable to the scope of this RFP • A minimum of a bachelor's degree or a minimum of four (4) years related experience • Knowledge of applicable standards for health information systems 	<p>The Technical Lead is expected to be a key staff position throughout the entire contract term. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Serves as the primary point of contact for the vendor's technical staff with the PRMP and as the primary technical subject matter expert (SME) • Ensures that system specifications and outcomes are addressed efficiently and effectively in compliance with policies and standards • Ensures that appropriate system support and maintenance documentation is accurate and complete • Is knowledgeable of all phases of technical applications system analysis and programming • Conducts regular formal design reviews for each iteration or code cycle, works with program leadership team to establish

Vendor Role	Qualifications	Responsibilities
		and manage the project iteration and release cycles, and attends release planning meetings
Implementation Manager	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience in project management for a State Medicaid Agency with operations similar to the PRMP, a large healthcare management organization of a similar size, or an organization of comparable size implementing IT projects • A minimum of three (3) years of demonstrated experience in project management for implementation of information systems • A minimum of a bachelor's degree or a minimum of four (4) years related experience • Certification in Project Management, preferably from the Project Management Institute (PMI®) • Knowledge of Project Management standards and best practices, including the PMBOK® 	<p>The Implementation Manager is expected to be a key staff position throughout all solution planning, configuration, deployment, and certification activities. Responsibilities include but are not limited to:</p> <ul style="list-style-type: none"> • Performs day-to-day planning, directing, managing, and overseeing the implementation • Oversees the development and implementation of the Project Management Plan and component plans • Ensures timely delivery of implementation project deliverables • Ensures understanding and agreement between stakeholders and the vendor • Coordinates implementation activities with the PRMP • Manages implementation risks and issues • Provides timely communication of project status and progress to key stakeholders and communication of project information to project team members
Operations Manager	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience in project management for a State Medicaid Agency with operations similar to the PRMP, a large healthcare provider management organization of a similar 	<p>The Operations Manager is expected to be a key staff position throughout all solution deployment, certification, operational, and maintenance activities. Responsibilities include but are not limited to:</p> <ul style="list-style-type: none"> • Supports project activities to ensure a smooth transition from implementation to the maintenance and operations phase of the contract

Vendor Role	Qualifications	Responsibilities
	<p>size, or an organization of comparable size implementing IT projects</p> <ul style="list-style-type: none"> • A minimum of three (3) years of demonstrated experience in project management for implementation of information systems • A minimum of a bachelor's degree or a minimum of four (4) years related experience • Certification in Project Management, preferably from the Project Management Institute (PMI®) • Knowledge of Project Management standards and best practices, including the PMBOK® 	<ul style="list-style-type: none"> • Manages and oversees the overall solution operations • Coordinates maintenance activities with the PRMP • Ensures timely and effective execution of all project maintenance activities • Oversees, supports, and monitors day-to-day activities involving the ongoing maintenance of the solution • Supports timely delivery of assigned project deliverables • Ensures understanding and agreement between stakeholders and the vendor • Manages ongoing risks and issues of the project
Certification Lead	<ul style="list-style-type: none"> • A minimum of three (3) years of experience working in or with state government • A minimum of at least one (1) successfully completed Medicaid Enterprise Solution (MES) module certification project, or demonstrated knowledge of current CMS IT certification standards • A minimum of five (5) years of experience with large-scale IT implementations in the public or private sector 	<p>The Certification Lead is expected to be a key staff position throughout all certification activities. Responsibilities include but are not limited to:</p> <ul style="list-style-type: none"> • Ensures that system functionality and business operations are aligned with CMS certification-related standards • Provides artifacts and other documentation in the PRMP or CMS prescribed format in support of CMS certification • Develops and implements a strategy and plan for proper documentation of system artifacts to support the certification process • Provides oversight of the certification process and prepares for and leads the PRMP's participation in periodic certification reviews to ensure successful CMS certification

Vendor Role	Qualifications	Responsibilities
	<ul style="list-style-type: none"> • A certification in project management, preferably from the PMI® • A minimum of a bachelor's degree or a minimum of four (4) years related experience 	<ul style="list-style-type: none"> • Directs the efforts of a matrix of project team members in support of this effort, which may include internal and external stakeholders from multiple programs and agencies • Serves as the primary contact for the PRMP with its engagement and interaction with CMS and any other PRMP-authorized group or individual for certification efforts • Ensures timely responses to queries related to CMS certification
Documentation Management Lead	<ul style="list-style-type: none"> • A minimum of five (5) years' experience with MES, or other large-scale IT implementations within the healthcare sector; extensive knowledge of the vendor's overall processes 	<p>The Documentation Management Lead manages all tasks related to project documentation processes in accordance with the RFP requirements, the organizational policies, and objectives. Responsibilities include but are not limited to:</p> <ul style="list-style-type: none"> • Develops standard documentation methods and tools to efficiently produce high-quality documents • Plans and directs documentation reviews for timely delivery and approval of documents, publications, and online content • Manages technical writers and documentation specialists assigned to the project • May act as final approver or editor
Quality Assurance Manager	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience in developing and maintaining vigorous ongoing Quality Control (QC) functions for system implementations or operations and business processes, preferably for a State Medicaid Agency with operations of a similar size to the PRMP, or an organization of comparable size implementing IT projects 	<p>The Quality Assurance Manager performs oversight for all quality assurance functions including deliverable review, accuracy of reports, solution documentation, and the review of test results. Responsibilities include but are not limited to:</p> <ul style="list-style-type: none"> • Develops, executes, and maintains the Quality Management Plan • Establishes and executes quality monitoring and review 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 related experience • Knowledge of applicable standards for health information systems • A minimum of four (4) years developing and maintaining QC functions that address quality checks throughout the life of a similar project 	<ul style="list-style-type: none"> • Establishes and executes QC processes to observe and correct variances or abnormalities and ensure consistency in performance • Establishes and executes QC processes to verify work process modifications, training, communication, and implementation • Establishes and executes QC processes to verify data entry, system inputs and outputs, data integrity, and adequate internal controls • Serves as the main contact for any questions about quality
Test Manager	<ul style="list-style-type: none"> • A minimum of four (4) years of experience leading the systems testing of a large-scale insurance or health and human services system • Previous service as a testing manager on one (1) or more Medicaid system implementation projects • A minimum of three (3) years of Medicaid experience • A minimum of a bachelor's degree or a minimum of four (4) years related experience 	<p>The Test Manager develops and executes all planning, management, coordination, communication, and oversight of all testing activities. Responsibilities include but are not limited to:</p> <ul style="list-style-type: none"> • Performs planning for all testing, management of test resources and test environments, oversight of testing execution, assessment and reporting of progress and effectiveness of testing efforts, and development of automated testing • Develops a testing framework and develops and maintains a Master Test Plan • Ensures that system functionality and business operations meet certification criteria, including documentation of system artifacts necessary to support the certification process • Establishes and executes quality standards and control processes for testing
Information Security Architect	<ul style="list-style-type: none"> • Minimum of five (5) years IT security work experience including infrastructure/network and multi-platform 	<p>The Information Security Architect/Privacy Data Protection Officer is responsible for ensuring that the architecture of the solution supports</p>

Vendor Role	Qualifications	Responsibilities
/ Privacy Data Protection Officer	<p>environments with similar scope to the services that the PRMP has requested</p> <ul style="list-style-type: none"> • Experience should demonstrate familiarity with technical and risk assessment techniques, tools, and practices, and experience working with federal security and privacy requirements • Certified Information Systems Security Professional (CISSP) or Certified Information Systems Auditor (CISA) Certification 	<p>the PRMP's security needs, and that security is a primary focus during solution DDI. Responsibilities include but are not limited to:</p> <ul style="list-style-type: none"> • Integrate with the rest of the vendor management team to ensure that any concerns or incidents related to security that emerge during implementation or operations are conveyed to the PRMP in a timely manner • Take the lead in developing solutions to any such issues • Be the vendor single point of contact for supporting security audits
Training Manager	<ul style="list-style-type: none"> • Minimum of five (5) years leading training for projects with a similar scope to the services that the PRMP has requested • A minimum of three (3) years of Medicaid IT experience • A minimum of a bachelor's degree or a minimum of four (4) years related experience 	<p>The Training Manager is responsible for ensuring that the users of the CPEC solution are well trained and knowledgeable of systems functionality in alignment with the PRMP's policies and procedures. Additionally, the Training Manager is responsible for overseeing the training of staff to perform the necessary enrollment and credentialing activities in relation to the CPEC solution. Responsibilities include but are not limited to:</p> <ul style="list-style-type: none"> • Develop and socialize training materials • Lead training sessions • Ensure all system users receive regular training to be up to date on system usage • Lead the development of additional training materials, as necessary • Be the vendor single point of contact for supporting user training.

Vendor Role	Qualifications	Responsibilities
Provider Enrollment Manager	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience in direct supervisory or management roles • Managed care experience required (Medicaid and Medicare and Commercial). • Bachelor's Degree in a healthcare related field preferred or equivalent work experience. • NAMSS certification (CPCS, CPMSM) preferred 	<p>The Provider Enrollment Manager oversees the daily activities of the providers enrollment in the Medicaid program process in accordance with all Federal and State regulations, accreditation standards, and managed care criteria. This position is responsible for managing relationships with State agency and vendor staff, be a resource to providers and healthcare organizations as well as external stakeholders, and the oversight of all enrollment and screening needs. Responsibilities include but are not limited to:</p> <ul style="list-style-type: none"> • Monitors for updated rules, regulations, policies, and procedures, ensuring compliance with federal, State, contractual and accrediting organization requirements • Participates in development and review of enrollment and screening policies and procedures; develops, recommends, and/or implements changes, revisions, and enhancements as appropriate to current operating environment. • Assist in the management of the enrollment software database, technology, and resources • Be the vendor single point of contact for supporting enrollment and screening activities
Provider Credentialing Manager	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience in direct supervisory or management roles • Credentialing / recredentialing, delegation oversight, NCQA, and managed care experience required (Medicaid, Medicare and Commercial). 	<p>The Provider Credentialing Manager is responsible to manage and monitor policies, processes and procedures that support the credentialing, recredentialing activities and delegated credentialing activities in accordance with all Federal and State regulations, accreditation standards, and managed care criteria. This position is responsible for managing relationships with State agency and vendor staff, external stakeholders, be a resource to providers and healthcare organizations, and the oversight of processes involving credentialing,</p>

Vendor Role	Qualifications	Responsibilities
	<ul style="list-style-type: none"> • Bachelor's Degree in a healthcare related field preferred or equivalent work experience. • NAMSS certification (CPCS, CPMSM) preferred 	<p>recredentialing and delegated credentialing agreements. Responsibilities include but not limited to:</p> <ul style="list-style-type: none"> • Manages the credentialing process for all clinical providers, in accordance with NCQA and CMS accreditation standards, Federal and State regulations. • Monitors the currency of rules and regulations, and policies and procedures, ensuring compliance with accrediting organization requirements • Participates in development and review Credentialing policies and procedures; develops, recommends, and/or implements changes, revisions, and enhancements as appropriate to current operating environment. • Assist in the management of the credentialing software database • Be the vendor single point of contact for credentialing audits • Collaborate with Provider Enrollment manager around workflow, deliverables and communication

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

Appendix 5: Terms for Filing a Review 3 L.P.R.A Section 9672

Any of the vendors that submitted a responsive proposal to 2023-PRMP-MES-CPEC-001 will have the opportunity to challenge or appeal the award that results from the RFP and evaluation process.

To file an application for review according to 3 L.P.R.A Section 9672, the vendor must fill out and submit this form within 20 days of the Notice of Award as established in **1.3: RFP Timeline**. If the form is not received in the period established in **1.3: RFP Timeline**, then the application for review will not be considered. This form must be **hand delivered** in person or by courier to the following address:

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

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

Application for Review for: RFP number 2023-PRMP-MES-CPEC-001

Vendor's Legal Name

I _____ representing _____ company

hereby submit an application for review of 2023-PRMP-MES-CPEC-001 to _____ (awarded entity) due to the following reasons:

Please explain and detail the reasons below:

Representative Signature: _____

Date: _____

Appendix 6: Disclosure of Lobbying Activities (Vendor Only)

The vendor shall also disclose if any corporation was, or has been, hired to perform lobbying activities or notify if any partner or employees of the corporation are engaged in this type of activity.

This disclosure must be delivered via a written certification by the legal representative of the vendor. If there were no lobbying activities, then a negative certification must be sent as part of the process.

Failure to disclose this information **will result in disqualification from the process.**

Appendix 7: Proforma Contract Draft

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 FOR THE PUERTO RICO MEDICAID PROGRAM

**FOR THE PROVISION OF IMPLEMENTATION AND OPERATIONS SERVICES FOR THE
CENTRALIZED PROVIDER ENROLLMENT AND CREDENTIALING MODULE**

APPEARING

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

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

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

WITNESSETH

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

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

CLAUSES AND CONDITIONS

1. SERVICES:

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

The CPEC vendor will support the PRMES by providing at a minimum the following services related to provider enrollment and credentialing, as described in Section 4 of the RFP:

- o Implementation of the CPEC solution
- o Maintenance and Operations of the CPEC solution
- o All provider enrollment and credentialing activities

2. 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.

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

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

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

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

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

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

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

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

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

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

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

5. 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:

6. INDEPENDENT CONTRACTOR: **BOTH PARTIES** freely and voluntarily agree that under the terms of this agreement, no employer/employee relationship will be established and that the

SECOND PARTY will act and render services as an independent contractor and further convene not to claim the **FIRST PARTY** for vacation or sick leave, retirement benefits, Christmas bonus, or for professional responsibility insurance policy. Nevertheless, the **FIRST PARTY** will make all discounts and allocations for Federal Social Security required by the Federal Internal Revenue Service Office, but **BOTH PARTIES** accept and acknowledge that with these discounts and allocations, no employer/employee relationship is established between the parties.

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

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

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

7. 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.

8. 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**.

9. 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.

10. 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.

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

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

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

13. RESOLUTION AND TERMINATION:

General Terms

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

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

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

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

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

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

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

Furthermore, the Governor's Chief of Staff will have the power to terminate this contract at any moment during its term. However, in the case of an immediate termination, reimbursement of wind-down costs (such costs are subject to the **FIRST PARTY'S** approval) incurred by the **SECOND PARTY** as detailed in **Appendix A** shall be payable.

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

Termination Assistance

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

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

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 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:

- a. Computer programs
- b. Data files
- c. User and operations manuals
- d. System and program documentation
- e. Training programs related to the operation and maintenance of the System [42 CFR 434.10 (b) & SMM 2082.2]

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 Turnover Results Report that documents completion and results of each step of the Turnover and Closeout Management Plan.

C.1 Turnover and Closeout Management Plan

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

- I. Transition Approach;
- II. Staffing;
- III. Tasks;
- IV. Schedule; and
- V. Operational documentation and work artifacts.

The Turnover and Closeout Management Plan will include:

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

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

C.2 Statement of Resources

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

C.4 Transition Deliverables

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

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

14. 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.

15. 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.

16. 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.

17. 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.

18. CONFIDENTIALITY: BOTH PARTIES agree to maintain in strict confidentiality and shall not make public all of **EACH PARTY'S** disclosed information related to the services to be rendered under this contract.

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

1. Maintain available for examination by the **FIRST PARTY** or the Office of the Comptroller of Puerto Rico at all times, all files, documents, books and data pertaining to all matters covered by this contract.

2. Preserve all files and any other document pertaining to this contract for a period of six (6) years after the expiration of this contract. If an audit has been started and it has not been completed at the end of the six (6) years, the files must be preserved until the final results of the audit are issued.

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

21. INSURANCE POLICIES:

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

1. Commercial General Insurance with limits no less than \$1,000,000 with an aggregate of \$2,000,000.

2. Commercial Auto Liability with limits no less than \$300,000 and the following forms: Non-Owned Autos, Hired Autos.

3. Professional Liability Insurance with limits no less than \$1,000,000.

4. Cyber Risk liability coverage with limits no less than \$3,000,000.

The policies must have the following endorsements:

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

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

22. 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.

23. 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.

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

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

24. CERTIFICATION OF SALES AND USE TAX (SUT):

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

OR

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

OR

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

OR

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

AND

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

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

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

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

25. 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.

26. 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.

27. COMPLIANCE WITH ACT NUMBER 168 OF AUGUST 12, 2000:

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

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

_____ The **SECOND PARTY** certifies and warrants that it is not required to comply with the provisions of Act No. 168 of August 12, 2000, known as the "Act for the Enhancement to the

Support of the Elderly in Puerto Rico", by which the Program for the Support of the Elderly is established and ascribed to the ASUME, the breach of this clause shall result in immediate termination of this contract.

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

28. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

- i. 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.
- ii. 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.

- iii. Maintain a registry of shared PHI, with access to the **FIRST PARTY**, as required by 45 C.F.R. § 164.528.
- iv. Immediately inform the **FIRST PARTY** of any unauthorized use or disclosure as soon as it has knowledge.
- v. 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.
- vi. Incorporate any amendment to the individual information that is transmitted by the **FIRST PARTY**.
- vii. 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**.
- viii. The **SECOND PARTY** shall return to the **FIRST PARTY**, all the PHI that it possesses upon contract termination.
- ix. The **SECOND PARTY** will be responsible for maintaining the security and integrity of the **FIRST PARTY'S** patients, in particular the information that is shared through mobile electronic devices. Therefore, the **SECOND PARTY** shall be obligated to comply with the following requirements:

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

b. The management of PHI through other mobile methods is limited to extreme circumstances in which its exchange is necessary to preserve the health and security of the patients and when the communication is between duly authorized 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.

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

- i. Cell phones
- ii. Portable computers (when their use is outside of the **FIRST PARTY'S** premises and/or the device does not have encryption capabilities, acceptable to the **FIRST PARTY**) or any other portable electronic device
- iii. Flash drives
- iv. Portable discs

v. Any other method of information exchange that is not authorized by the **FIRST PARTY**

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

F. The **SECOND PARTY**, at its own expense, shall be responsible for notifying each patient and participant that an electronic security breach has occurred that affects or compromises their PHI, and will proceed to report the incident to the 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.

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

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

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

31. PUBLIC POLICY COMPLIANCE: If the **SECOND PARTY** incurs in any conduct that contravenes with legislation and/or Public Policy for the protection and prohibition of Sexual Harassment, Discrimination of Any Kind, Use and/or Abuse of Controlled Substances, this contract shall be deemed terminated immediately.

32. COMPLIANCE WITH ACT NUMBER 127 OF MAY 31, 2004: **BOTH PARTIES** acknowledge and accept that none of the obligations and stipulations in this contract are enforceable until this contract is 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.

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

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

35. SUBCONTRACTING:

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

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

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

The **SECOND PARTY** agrees to provide all necessary documentation and to provide the **FIRST PARTY** with evidence of having the Data Universal Numbering System (DUNS) number. In addition, the **SECOND PARTY** must be registered and have an active account in the System for Award Management (SAM). After receiving the aforementioned information, the First Party will register the **SECOND PARTY** in the FFATA Sub-award Reporting System (FSRS) in order to comply with the Federal Funding Accountability and Transparency Act (FFATA).

37. OTHER PROVISIONS:

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

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

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

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

The **SECOND PARTY** hereby recognizes and accepts that no services shall be rendered, nor 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**.

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

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

- The information included in Appendix C of the **FOMB** (Contractor Certification Requirement) is complete, accurate and correct. When applicable, the information provided shall include the name of every principal (individuals and/or entities with full authority to act on behalf of the **SECOND PARTY**) and principal interested party (individuals or entities with a property or membership interest, equal or higher than ten percent (10%)), including **SECOND PARTY'S** subcontractors.

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

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

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

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

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

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

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

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

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

In San Juan, Puerto Rico, today _____, 2022.

SECOND PARTY

FIRST PARTY

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

CERTIFICATION

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

Proforma Contract Appendix B

Business Associate Agreement

In the event of any conflict among the terms of the Agreement (excluding Proforma Contract Appendix B (*Business Associate Agreement*)) and the terms and conditions of this Proforma Contract Appendix B (*Business Associate Agreement*), 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, Antiguo Hospital de Psiquiatría, Edif. A, Centro Médico, San Juan, PR 00936 (“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

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 considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. 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.

II. 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 a 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.

7. 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.

8. 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:
 - a. Pings on a firewall;
 - b. Port scans;
 - c. Attempts to log on to a system or enter a database with an invalid password or username; and
 - d. 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).

III. 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.

IV. 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.

V. Specific Use and Disclosure Restrictions

- (a) 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.

- (b) 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).

- (c) 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:

- (1) 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
- (2) 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

- (3) 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
- (4) 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
- (5) 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
- (6) The purpose of the exchange is otherwise determined by the Secretary in regulations to be similarly necessary and appropriate.

VI. Obligations of Covered Entity

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Covered Entity agrees to disclose to Business Associate only the minimum amount of PHI necessary to accomplish the services covered in the Transaction Document.
- (e) 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.

VII. 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.

VIII. 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 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 the 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.

COVERED ENTITY

BUSINESS ASSOCIATE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix 8: Procurement Library

Table 24: Procurement Library details information and documentation pertinent to the procurement. Not all the information contained within **Table 24: Procurement Library** has a corresponding attachment.

Table 24: Procurement Library

ID	Document / Information	Website (if applicable)
PL-001	ASES Interface Management SOP v1.5	N/A
PL-002	P. de la C. 1459	N/A
PL-003	Code of Federal Regulations (CFR)	https://www.ecfr.gov/cgi-bin/ECFR?page=browse
PL-004	Conditions for Enhanced Funding	N/A
PL-005	Federal Executive Order 11246	https://www.doi.gov/agencies/ofccp/executive-order-11246/ca-11246
PL-006	Federal Information Security Modernization Act (FISMA)	https://www.cisa.gov/federal-information-security-modernization-act
PL-007	Federal Medical Assistance Percentages (FMAP)	https://aspe.hhs.gov/federal-medical-assistance-percentages-or-federal-financial-participation-state-assistance-expenditures
PL-008	Health and Human Services (HHS)	https://www.hhs.gov/regulations/index.html
PL-009	Health Insurance Portability and Accountability Act (HIPAA)	https://www.hhs.gov/hipaa/index.html
PL-010	Streamlined Modular Certification, Medicaid	https://www.medicaid.gov/medicaid/data-systems/certification/streamlined-modular-certification/index.html
PL-011	Provider Enrollment Portal (PEP)	https://medicaid.salud.gov.pr/Home/PEP/
PL-012	PgMO Plan Aids	N/A
PL-013	Privacy Act of 1974	https://www.justice.gov/opcl/privacy-act-1974
PL-014	Project Management Institute® (PMI®) – Project Management Body of Knowledge (PMBOK)	https://www.pmi.org/pmbok-guide-standards

ID	Document / Information	Website (if applicable)
PL-015	Puerto Rico 2020 MITA SS-A Roadmap	N/A
PL-016	Puerto Rico 2020 MITA SS-A Report	N/A
PL-017	Puerto Rico Health Insurance Administration Act	https://bvirtualogp.pr.gov/ogp/Bvirtual/leyesreferencia/PDF/2-ingles/72-1993.pdf
PL-018	Social Security Act (SSA)	https://www.ssa.gov/OP_Home/ssact/ssact-toc.htm
PL-019	Puerto Rico State Plan	https://medicaid.salud.gov.pr/Home/StatePlan/

Appendix 9: Acronyms, Abbreviations, and Terms Glossary

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

Table 25: Acronyms, Abbreviations, and Terms Glossary

Acronym	Term
APIs	Application Programming Interfaces
ASES	Administración de Seguros de Salud
Asset	Software, licenses, subscriptions, branding, hardware, furniture, lockboxes, etc.
ASC	Ambulatory Surgical Center
ASG	Puerto Rico General Services Administration
AST	Atlantic Standard Time
BAA	Business Associate Agreement
BIA	Business Impact Analysis
BC/DR	Business Continuity/Disaster Recovery
BRD	Business Requirements Document
CAP	Corrective Action Plan
CFR	Code of Federal Regulation
CMS	Centers for Medicare & Medicaid Services
Commonwealth	The Commonwealth of Puerto Rico
CPEC	Centralized Provider Enrollment and Credentialing
COTS	Commercial Off-The-Shelf Software
DCP	Data Conversion Plan
DEA	Drug Enforcement Agency
DED	Deliverable Expectation Document
DHHS	Department of Health and Human Services
DSD	Detailed System Design
DUNS	Data Universal Numbering System
DME	Durable Medical Equipment

Acronym	Term
ETL	Extract, transform, and load
E&E	Eligibility and Enrollment
ePHI	Electronic Protected Health Information
ePMO	Enterprise Project Management Office
ESC	Executive Steering Committee
FedRAMP	Federal Risk and Authorization Management Program Certification
FFATA	Federal Funding Accountability and Transparency Act
FOMB	Fiscal Oversight Management Board
FQHC	Federally Qualified Health Center
GSA	General Services Administration
GHP / Plan Vital	Government Health Plan
Hacienda	Puerto Rico Treasury Department
HIE	Health Information Exchange
HIPAA	Health Insurance Portability and Accountability Act
HIPDB	Healthcare Integrity Protection Data Bank
HITECH	Health Information Technology for Economic and Clinical Health Act
HPR	Hospital Presumptive Eligibility
IC	Integrated Cases
IT	Information Technology
IdAM	Utilization of Identity Access Management
IVU	Collection of Sales and Use tax
KPI	Key Performance Indicator
LEIE	List of Excluded Individuals and Entities
M&O	Maintenance and Operations
MAOs	Medicare Advantage Organization
MCO	Managed Care Organization
MED	Medicare Exclusion Database
MET/BUP	Methadone/Buprenorphine
MEDITI3G	Medicaid Information Technology Initiative, Third Generation

Acronym	Term
MITA	Medicaid Information Technology Architecture
MMIS	Medicaid Management Information System
MMM	Medicare y Mucho Mas
MOU	Memorandum of Understanding
NAICS	North American Industry Classification System
NCPDP	National Council of Prescription Drug Programs
NCQA	National Committee for Quality Assurance
NPDB	National Practitioner Data Bank
NPPES	National Plan and Provider Enumeration System
OIG	Office of Inspector General
OPR	Operating Prescribing and Referring
ORP	Operational Readiness Plan
OTM	Outcomes Traceability Matrix
ORR	Operational Readiness Reviews
PARIS	Public Assistance Reporting Information System
PBM	Pharmacy Benefit Managers
PCP	Primary Care Physician
PDC	Case Evaluation
PEP	Provider Enrollment Portal
PECOS	Provider Enrollment, Chain, and Ownership System
PgMO	Program Management Office
PII	Personally Identifiable Information
PHI	Protected Health Information
PRDoH	Puerto Rico Department of Health
PRHIA	Puerto Rico Health Insurance Administration Act
PRMES	Puerto Rico Medicaid Enterprise System
PRMMIS	Puerto Rico Medicaid Management Information System
PRMP	Puerto Rico Medicaid Program
PSM	Plan de Salud Menonita

Acronym	Term
QA	Quality Assurance
QC	Quality Control
RCA	Root-Cause Analysis
RFP	Request for Proposals
RPO	Recovery Point Objective
RTO	Recovery Time Objective
RUP	Registro Único de Proveedores de Servicios Profesionales
SAM	System for Award Management
SDLC	System Development Life Cycle
SLA	Service-Level Agreement
SMA	State Medicaid Agency
SNF	Skilled Nursing Facility
SOW	Scope of Work/Statement of Work
SRS	System Requirements Specification
SSA	Social Security Administration
SSA DMF	Social Security Administration Death Master File
SSAE-16	Statement on Standards for Attestation Engagements
SSO	Single Sign-On
SFTPS	Standard File Transfer Protocol Site
SURI	Sistema Unificado de Rentas Internas
SUT	Sales and Use Tax
Timely	As defined in the SLAs and OTM
UAT	User Acceptance Testing
UI	User Interface
USB	Universal Serial Bus
U.S.	United States of America
U.S.C	United States Code
WBS	Work Breakdown Structure.