



## 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	Ajay Kapare	Phone	480 620 5848
Address	200 Riverfront Blvd	Fax	201 791 0605
	Elmwood Park, NJ	Email	Ajay.Kapare@ELLKAY.com

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.

\_\_\_\_\_ / \_\_\_\_\_ March 8, 2024

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

Name (Typed or Printed)	Ajay Kapare
Title	President and Chief Strategy Officer
Company Name	ELLKAY, LLC
Physical Address	200 Riverfront Blvd
	Elmwood Park, NJ
State of Incorporation	New Jersey

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 7: Payment Information**

Payment Information			
Name:	Disha Shah	Title:	Finance Operations Supervisor
Address:	200 Riverfront Blvd		
City, State, and ZIP Code:	Elmwood Park, NJ 07407		
Phone:	201-808-9184	Fax:	201-791-0605
Email:	<a href="mailto:DishaS@ELLKAY.com">DishaS@ELLKAY.com</a>		



## 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 8: Legal Notice Information**

Legal Notice Information			
Name:	Ajay Kapare	Title:	President and Chief Strategy Officer
Address:	200 Riverfront Blvd		
City, State, and ZIP Code:	Elmwood Park, NJ 07407		
Phone:	480-620-5848	Fax:	201-791-0605
Email:	Ajay.Kapare@ELLKAY.com		

## 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

### Organizational Information

Established in 2002, ELLKAY is a nationwide leader in healthcare connectivity, delivering ease of access to data within a fragmented ecosystem. Spanning the previous decades, ELLKAY has built, maintained, and improved a robust infrastructure, connecting a vast network of laboratories, hospitals and health systems, ambulatory clinics, payers, HIE’s, and innovative health IT vendors. The accomplishments of ELLKAY have been driven by both internal and external healthcare stakeholders striving to overcome the challenges of a data-rich world within an extensive, disparate environment. Sharing a mutual vision with PRMP, ELLKAY works to relieve the burden of data exchange between systems irrespective of where the service is provided.

As a nationwide leader in healthcare connectivity, scalable interoperability is our utmost priority. It is important to note that ELLKAY has built its own internal interoperability infrastructure with no reliability on third party vendors who may impede progress, functionality, or the host environment. ELLKAY prides itself on the capabilities of our technology as well as our advanced and highly skilled workforce of 750+ employees.

ELLKAY maintains a strong focus on our customer-first approach, aiming to provide tailored solutions that meet the unique needs of each client. Over the last year, ELLKAY has rebranded our tried and tested products that have been active in the market for 20+ years as three strategic platforms: LKOpera, LKOasis, and LKOrbit. Our platforms are designed to meet the interoperability and data management needs of our clients with a single partner to orchestrate



connectivity across the healthcare ecosystem. Our expertise in healthcare data management combined with our extensive industry experience positions us as a trusted partner for organizations looking to optimize their operations.

There are no current or planned acquisitions, mergers, or divestitures.

### **Growth & Partnership:**

ELLKAY's reach within the market is expansive, with over 58,000 practices onboarded, 750+ systems connected, and patient records from over 45,000 practices archived. This is just the beginning of all that we can do. Our technical and resource plans allow for onboarding and expansion of our resources and technical architecture without impacting our clients' operations and dependence on ELLKAY solutions.

At ELLKAY, we deliver market-leading solutions that not only include the features needed for success and resolution of challenges, but that comply and meet the strictest security standards, including Rapid7 penetration testing, Rackspace hosting and security, Data Aggregator Validation (DAV) certification, and HITRUST certification.

### **In the News – CommonWell Health Alliance | Powered by ELLKAY:**

ELLKAY has been at the forefront of pioneering healthcare innovations. Notably, our partnership with CommonWell Health Alliance is a testament to our commitment to enhancing interoperability and data exchange in the healthcare ecosystem. ELLKAY is serving as the new Technical Service Provider to support data exchange to 229 million+ patients across its nationwide network of over 34,000 provider organizations. Through its technology platforms and solutions, ELLKAY will help the CommonWell Health Alliance support its current needs along with enabling its commitment to network expansion and service enhancements in preparation for the Trusted Exchange Framework and Common Agreement (TEFCA) and the next phase of interoperability. The CommonWell 2.0 platform, Powered by ELLKAY, has been designated as a Qualified Health Information Network (QHIN) under TEFCA.

### **ELLKAY's Vision and Commitment for PRMP:**

We support PRMP's mission to break down the barriers that inhibit effective health data exchange and recognize the commitment PRMP staff and leadership have shown in reaching this goal. We believe ELLKAY is well positioned to power the HIE operations and services platform for meaningful data exchange and interoperability framework.

ELLKAY is committed to PRMP and its mission and are in a unique position to assist:

- We have the solutions that PRMP requires, and they can be made available at reasonable costs.
- We are capable and experienced in handling high throughput of transactions (over 200 million clinical transactions a week) across our lab, interoperability, and health system network.



- We provide the technical framework for the CommonWell Health Alliance and the exchange for 226M+ patients across its membership of the largest health IT vendors, including Oracle, Meditech, Athena, and more.
- Our mature project and program management best practices along with strong development, implementation, and support experience across thousands of projects over the last 20+ years enable ELLKAY to handle large and complex projects.

We anticipate and plan for regulations in our industry to evolve and develop our solutions with the agility needed to quickly adapt:

- We are focused, agile, and innovate quickly - we can make such adjustments for PRMP at a rapid pace.
- We believe that in using our relationships with EHR vendors and labs across the country, we can assist PRMP in increasing quality data exchange between provider organizations.
- We are dedicated solely to healthcare data and work with large scale organizations including EHR vendors, hospitals and health systems, laboratories, payers, and other HIT vendors. ELLKAY understands interoperability challenges connecting and transmitting clinical data and has worked with other different types of organizations to streamline implementation plans to make implementation faster and reliable.

At ELLKAY, we are committed to:

- Customer-first focus.
- Delivering the highest-quality data.
- Our leadership as an industry innovator.

**Proposed Framework for PRMP:**

[Redacted text block]

[Redacted text block]

[Redacted text block]



#### 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.

Not applicable.

## 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.

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#### Appendix

Microsoft Project PRMP ELLKAY Work Breakdown Structure.pdf.

## 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.

ELLKAY

(Company)

Ajay Kapare, President and Chief Strategy Officer

\_\_\_\_\_  
(Representative Name, Title)

480-620-5848

Fax: 201-791-0605

\_\_\_\_\_  
(Contact Phone/Fax Number)

3/8/2024

(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.

### Vendor Response Framework

Vendors may partner with other vendors to submit a single proposal response to the RFP. If multiple vendors are submitting a joint proposal one vendor must be identified as the primary vendor for purposes of communications during the procurement process and for contract negotiations if the joint proposal is selected as the winning proposal. Puerto Rico will negotiate a single contract for the services in this RFP. Note, however, that contracts between vendors may be subject to CMS review as a condition for federal financial participation and to ensure compliance with federal procurement regulations.

Vendors may utilize sub-contractors to provide specific functions as part of the vendor’s response, or to augment expertise or staffing capacity. Puerto Rico will negotiate a single contract for the services in this RFP but contracts between vendors and their subcontractors may be subject to CMS review. Table 9 details the vendor response framework to provide information regarding partners and subcontractors.

**Table 9: Vendor Response Framework - Partners and Subcontractors**

Vendor Response Framework	
Company Name – Primary Vendor	ELLKAY
Company Name – Partner Vendor A	<Response>
Company Name – Partner Vendor B	<Response>
Company Name – Partner Vendor C	<Response>
Subcontractor A	<Response>
Subcontractor B	<Response>
Subcontractor C	<Response>
Subcontractor D	<Response>
Subcontractor E	<Response>

### 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.**



If multiple vendors are partnering in a combined response to the RFP replicate the following table (Vendor Overview) so that the response includes one table for each vendor participating in the joint response.

**Table 10: Vendor Overview**

<b>Vendor Overview</b>	
Company Name	ELLKAY Primary Vendor
Name of Parent Company (If Applicable)	N/A
Industry (North American Industry Classification System [NAICS])	541, 54, 54151, 541511, 51, 518, 5415R
Type of Legal Entity	LLC
Company Ownership (e.g., Private/Public, Joint Venture)	Private
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Number of Years in Business	22
Number of Years/ Experience Vendor Has With this Type of Services Specified in the RFP	20+
Number of Employees Providing the Type of Services Specified in the RFP	750+
Headquarters in the United States and its Territories	Yes
Locations in the United States and its Territories	ELLKAY is headquartered in Elmwood Park, NJ.



## 1.2 Subcontractor Overview (If Applicable) – N/A

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 11: 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>
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.**

<None>

### **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.**

<None>

### **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. If multiple vendors are submitting a joint proposal include a reference response for each of the vendors participating in the joint proposal.**

**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.**



Vendor Information				
[REDACTED]		[REDACTED]		
[REDACTED]				
[REDACTED]				
[REDACTED]				
[REDACTED]				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]				
[REDACTED]				
[REDACTED]				
[REDACTED]				

[REDACTED]

Vendor Information		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
Customer Information		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	<a href="mailto:anuj.shroff@microsoft.com">anuj.shroff@microsoft.com</a>
[REDACTED]	[REDACTED]	
[REDACTED]		
[REDACTED]		
[REDACTED]	[REDACTED]	
[REDACTED]		
<a href="https://www.nuance.com/healthcare.html">https://www.nuance.com/healthcare.html</a>		
[REDACTED]		
[REDACTED]		





[REDACTED]

Vendor Information		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
Customer Information		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	<a href="mailto:teetu.kathpalia@bcbsnc.com">teetu.kathpalia@bcbsnc.com</a>
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	<a href="https://www.bluecrossnc.com/about-us">https://www.bluecrossnc.com/about-us</a>	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
Key Staff		
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
Measurements:		
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	

Vendor Information				

**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 13: Subcontractor References – Not applicable**



## Attachment D: Vendor Organization and Staffing

This section will provide instructions to vendors to submit their approach to staffing for the HIE services 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.

### Balanced Approach

[Redacted content]

[REDACTED]

[REDACTED]

[REDACTED]

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

\*\*\* [REDACTED]

Name	Proposed Role	Experience in Proposed Role
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Name	Proposed Role	Experience in Proposed Role
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

- Identification of subcontractor(s) staff or organizational structures, if applicable.

ELLKAY will not be utilizing any subcontractors.

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

Not Applicable.

## 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 should therefore 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.

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**3. Key Staff, Resumes, and References**

Key staff consist of the vendor's core executive and middle management team for this engagement. These resources are responsible for providing leadership and creating the standards and processes required to provide HIE 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, but are not limited to:

**Key Staff**

- Executive Director
- Technical Lead and Managers
- Operations Lead and Managers
- Lead roles for:
  - Customer Success (Technical Assistance and Support)
  - Integration Engineer(s) Specialized in Health Level-7 (HL7) Data Platforms
  - Developer(s)
  - Network and Information Systems Management Lead
  - Data Analyst/Informaticist
- Security Expert(s)/Assigned Chief Information Security Officer (CISO)

### 3.1 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 (Table 14) 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; however, these documents may be requested and must be submitted to PRMP upon request.

\*\*\*The below table represents key staff personnel from ELLKAY that will be dedicated to the PRMP project and platform rollout. Each key personnel role will have FTE reporting into them to dedicate to this program rollout, and subsequent support following the implementation and organization migration. The FTE allocation to this project will be determined in the next steps with PRMP and ELLKAY as scope, contracting, timelines, and major milestones are defined further.

**Table 114: Proposed Key Staff and Roles**

Name	Proposed Role	Experience in Proposed Role
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Name	Proposed Role	Experience in Proposed Role
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]





**Ajay Kapare**



**ELLKAY**

**President & Chief Strategy Officer**

Apr 2023 - Present

**Chief Strategy & Marketing Officer**

Jul 2020 - May 2023

**Vice President of Marketing & Strategy**

Sep 2017 - Jun 2020

**CompuGroup Medical US**

**Vice President of Marketing & Strategy**

Jan 2017 - Sep 2017

**Vice President of Marketing**

Jun 2015 - Jan 2017

**Sunquest Information Systems**

**Director - Global Marketing & Sales Support**

Jan 2013 - Jun 2015

**Manager - Global Marketing**

Apr 2012 - Jan 2013

**Product Manager**

Mar 2010 - Apr 2012

**Manager - Industry Relations & Lead Generation**

Nov 2008 - Mar 2010

**Texas Tech University**

**Graduate Assistant**

Texas Tech University

Aug 2006 - Oct 2008

**S.T India Pvt Ltd**

**Manager - Marketing & Operations**

Jun 2004 - Jul 2006



**Gurpreet (GP) Singh**

**ELLKAY**

**Vice President, Interoperability Solutions**

Feb 2019 - Present



**Carequality**

**Advisory Council**

Dec 2020 - Present

**Chronic Care Management, Inc**

**Chief Information Officer**

Jul 2018 - Feb 2019

**CareSync**

**VP of Interoperability**

Nov 2015 - Jun 2018

**MDRevolution**

**CTO**

Sep 2014 - Oct 2015

**Heal Health Solutions, Inc.**

**CEO**

2010 - 2015

**OpsHub, Inc.**

**CoFounder, VP of Sales and Marketing**

2008 - 2009

**Parrus IT Solutions Pvt Ltd**

**Founder**

2004 - 2008

**Parrus Technologies**

**Founder**

1997 - 2008

**Visa International**

**Sr. Software Engineer**

1996 - 2001



**Shreya Patel**

**ELLKAY**

**Chief Innovation and Product Officer**

Jul 2020 - Present

**Vice President, Product Management and Strategy**

May 2017 - Jul 2020

**Vice President, Product Strategy and Marketing**

Apr 2012 - May 2017

**Product and Marketing Manager**

Apr 2010 - Mar 2012

**Bowman Consulting**

**Design Engineer**

Jun 2008 - Nov 2009

**The Ryland Group**

**Management Trainee**

Jul 2006 - Jun 2008

**The Wooten Company**

**Civil Engineering Intern**

Jan 2006 - May 2006





**Chuck Golliday**

**ELLKAY**

**Chief Information Security Officer**

Jul 2022 - Present

**Tabula Rasa HealthCare**

**Manager of Information Security**

Dec 2016 - Jul 2022

**Citi**

**VP, Business Information Security Officer**

Nov 2014 - Dec 2016

**Aria Health**

**Information Security Officer**

Jun 2011 - Nov 2014

**Network Administrator**

Oct 2007 - Mar 2011

**NetIDEAS, Inc**

**Network Engineer**

Feb 2006 - Dec 2006





**Josh Evensen**

**ELLKAY**  
**VP of Software Engineering**  
Jan 2022 - Present

**Director of Innovation**  
Oct 2009 - Oct 2023



**Mini Sankar**

**ELLKAY**  
**Chief Solution Architect**  
2003 - Present

**GoAmerica**  
**System Analyst**  
2001 - 2002

**IFrame, New York**  
**Sr. Programmer**  
1998 - 2000

**Riverside software**  
**Analyst/Programmer**  
1995 - 1997





**Bimal Shah**

**ELLKAY**

**VP, Archive and CDX Platform, IT**

Jun 2021 - Present

**Director, Archive Platform, IT**

May 2017 - Present

**Weichert Companies**

**Director of Application Development**

Aug 2011 - May 2017

**Healthware Concepts**

**Sr. Application Developer**

May 2004 - Jul 2011

**Ontash and Ermac**

**Web DeveloperWeb Developer**

May 2000 - Apr 2004





**Jennifer Higginbotham**



**ELLKAY**

**Vice President, Client Operations at ELLKAY**

Oct 2020 - Present

**Senior Director - Strategic Growth**

Oct 2020 - Apr 2021

**Cerner Corporation**

**Director, Interoperability Implementations**

Jan 2018 - Oct 2020

**Director, Value Creation Office**

Oct 2016 - Jan 2018

**Director, Services Management**

Jun 2014 - Oct 2016

**First Data Corporation**

**Director, Process Excellence Director, Process Excellence**

Jul 2012 - Apr 2014

**Booz Allen Hamilton**

**Associate - US Army Command Strategic Initiatives Program Management**

Feb 2008 - Jul 2012

Project Management Professional (PMP) certified

**The Home Depot**

**Manager, Merchandising Services; Internal Audit**

Jun 2004 - Jan 2008



**Dhruv Ragunathan**



**ELLKAY**

**Director, Interoperability Solutions**

Feb 2023 - Present

**Senior Solutions Engineer**

Mar 2021 - Mar 2023

**Vitech Systems Group**

**Solutions Analyst**

Mar 2020 - Mar 2021

**Epic**

**Integration Engineer**

Jan 2017 - Feb 2020

**Varner Lab**

**Undergraduate Researcher**

Jan 2015 - May 2016

Cornell University

**Cornell University**

**Teaching Assistant Teaching Assistant**

Aug 2015 - Dec 2015

**Pfizer**

**Summer Research Intern**

May 2014 - Aug 2014

Explored the effects of different shRNA-based target knockdowns on protein expression.

**LTS Chemicals**

**Web Design Intern**

May 2013 - Aug 2013





**Bryce Hibbler**

**ELLKAY**  
**Solutions Engineer**  
Mar 2022 - Present



**Epic**  
**Technical Solutions Engineer**  
Jul 2020 - Jul 2021

**Eli Lilly and Company**  
**PRA Intern**  
May 2019 - Jul 2019

**DFAS**  
**HR Intern**  
May 2018 - Aug 2018

**Eli Lilly and Company**  
**IT Intern**  
May 2017 - Aug 2017

**DirectEmployers Institute**  
**Summer Intern**  
Jun 2016 - Aug 2016



**Lauren Cooke**



**ELLKAY**

**Director, Interoperability Strategy**

Feb 2023 - Present

**The Clinic by Cleveland Clinic**

**Business Development Manager**

Jul 2022 - Mar 2023

**Johns Hopkins All Children's Hospital**

**Practice Administrator**

Aug 2020 - Aug 2022

Child Development and Rehabilitation Center & Integrated Care Management

**Administrative Coordinator**

Sep 2018 - Aug 2020

**Moffitt Cancer Center**

**Patient Access Representative**

Moffitt Cancer Center

Dec 2017 - Sep 2018

**USF Legislative Internship Program**

**Congressional Intern**

Jan 2017 - Aug 2017



**Berto Aguilar**



**ELLKAY**

**Director of Laboratory Sales**

Jan 2022 - Present

**Azenta Life Sciences**

**Sales Specialist- Informatics (Eastern USA, CAN, LATAM)**

Dec 2021 - Jan 2022

**Senior Sales Executive, Informatics (Europe, ROW and Eastern USA)**

Jan 2021 - Dec 2021

**Sales Manager, Informatics**

Oct 2019 - Dec 2020

**Frederick County Public Schools logo**

**Foreign Language Interpreter**

Jul 2017 - Sep 2021

Spanish and Portuguese Interpreter- Continuous or Simultaneous  
IEP Interpretation trained

**Carson & SAINT Corporations**

**Director of Sales**

Sep 2018 - Sep 2019

**AEAS CONSULTING**

**Owner and Independent Consultant**

Self-employed

Jul 2017 - Sep 2018

**Alpha Biosciences**

**Sales and Business Development Manager**

Jan 2018 - Jun 2018

**Carson & SAINT Corporations**

**Sales Executive**

Mar 2015 - Jun 2017

**Richard S. Carson & Associates Inc.**

**Sales Executive**

Mar 2015 - Jun 2017

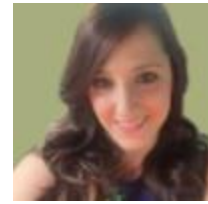
**GERSTEL, Inc.**

**Regional Sales Manager- Western US & Latin America**

Jan 2009 - Jan 2015



**Stephanie Adams**



**ELLKAY**

**Director, Enterprise Operations**

Oct 2023 - Present

**Director, Ambulatory Migrations**

Jan 2021 - Oct 2023

**Project Team Manager**

Jan 2019 - Dec 2020

**Lead Project Manager**

Jan 2017 - Jan 2019

**Project Manager**

Nov 2014 - Jan 2017

**Contracted**

**EMR Consultant**

Jul 2012 - Oct 2014

Einstein Healthcare Network

University of Chicago at Illinois Health

Lifebridge Health Center-Sinai Hospital

**Hackettstown Regional Medical Center**

**Registrar, Image Scheduler, Insurance Verifier**

Jun 2009 - Oct 2014

**United Nations**

**Intern General Assembly Affairs Branch**

Jun 2011 - Aug 2011

**Michael Sullivan Ph.D. Associate Professor Drexel University**

**Research Assistant**

Apr 2009 - Jun 2009



**Archana Premkumar**

**ELLKAY**

**Interoperability Strategy Manager**

Feb 2024 - Present

**Ribbon Health**

**Sales Engineer**

Apr 2022 - May 2023

**Epic**

**Technical Solutions Engineer**

Epic · Full-time

Aug 2019 - Apr 2022

**Georgia Institute of Technology**

**Undergraduate Teaching Assistant**

Aug 2017 - Jul 2019

**Undergraduate Research Assistant**

Jan 2017 - Dec 2018

**ScribeAmerica**

**Emergency Department Scribe**

Apr 2018 - Apr 2019

**Halyard Health**

**Technical Quality Co-op**

Jan 2018 - May 2018



## 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 Table 15 below. Please repeat the rows and tables as necessary.

Key Staff Reference Form			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	<a href="mailto:Zafar.Chaudry@seattlechildrens.org">Zafar.Chaudry@seattlechildrens.org</a>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]			
[REDACTED]			
[REDACTED]			
[REDACTED]			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	<a href="mailto:daniel.howard@syhealth.org">daniel.howard@syhealth.org</a>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]			
[REDACTED]			
[REDACTED]			







Key Staff Reference Form							
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]				
[REDACTED]							
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]							
[REDACTED]							
[REDACTED]							
[REDACTED]							
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]							
[REDACTED]							
[REDACTED]							
[REDACTED]							
[REDACTED]							
[REDACTED]							





## Attachment E: Mandatory Specifications

### 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 sections. Failure to meet any of the submission requirements of this RFP may result in disqualification of a proposal, in accordance with Mandatory Requirements.

Vendors must provide a response to each of the following mandatory requirements. Vendor responses will then be verified by the PRMP to establish and maintain compliance between the PRMP and the HIE 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.

#### **Narrative Explanation Required Below According to Response Indication:**

**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.**

Agree

- 1. 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**

Agree

- 2. 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.**

Agree

- 3. 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.**

Agree

4. 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.

Agree

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

Agree

6. 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

Agree

7. The vendor must maintain a sufficient staff model to provide the services outlined in the contract while meeting or exceeding the applicable service level agreements.

Agree

8. 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

Agree

9. The vendor must comply with federal Executive Order 11246 related to Equal Employment Opportunity Act, the Clean Air Act, and the Clean Water Act.

Agree

10. The vendor must provide a drug-free workplace, and individuals must not engage in the unlawful manufacture, distribution, dispensation, possession, abuse, or use of a controlled substance in the performance of the contract. (Drug-Free Workplace Act of 1988)

Agree

Table 16 details the mandatory requirements that the vendor must include and initial as part of their proposal.

Table 16: Mandatory Requirements

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement *Response should note any exceptions to meeting requirement
The vendor must comply with current and future Puerto Rico and federal regulations as necessary to support the services outlined in this RFP	Y	[REDACTED]
The vendor must perform according to approved SLAs and associated metrics in the areas listed in Appendix 2: Service-Level Agreements and Performance Standards	Y	[REDACTED]
The vendor must perform all work associated with this contract within the continental United States (U.S.) or U.S. Territories.	Y	[REDACTED]
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.	Y	[REDACTED]

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement *Response should note any exceptions to meeting requirement
<p><b>Data Ownership:</b> The vendor must agree that the PRMP retains ownership of all data, procedures, applications, licenses, and materials procured or developed during the contract period.</p>	Y	<p>[REDACTED]</p>
<p><b>Security:</b> The vendor must comply with information, data, and cybersecurity requirements as applicable for contractors and vendors doing business with the Commonwealth. Reference agencies and laws include Puerto Rico Innovation and Technology Service (PRITS), the Office of the Chief Government Cybersecurity Officer (within PRITS), Law 75-2019; HIPAA; and Law 151 of June 22, 2004.</p>	Y	<p>[REDACTED]</p>
<p><b>Security:</b> The vendor must include an independent security assessment plan aligned with the assessment guidelines in the CMS guidance document for MES certification. If a different framework is proposed for the assessment, the vendor shall ensure that the security assessment plan details how the vendor's framework is mapped to the NIST SP 800-53A framework, MARS-E, or agreed upon security controls framework.</p> <ul style="list-style-type: none"> <li>○ The vendor confirms use of the NIST SP 800-53A framework OR identify the framework proposed and include a mapping of the proposed framework to the NIST SP 800-53A.</li> <li>○ Vendor confirms that a security assessment</li> </ul>	Y	<p>[REDACTED]</p>

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement *Response should note any exceptions to meeting requirement
<p>plan will be submitted to be included in a contract if vendor is awarded the RFP.</p> <ul style="list-style-type: none"> <li>○ Vendor commits to annually comply to an independent third-party security risk assessment for the HIE's third parties that transmit, process, or store data under the HIE's contract with PRMP. The vendor shall include the cost of the annual assessment within operating cost.</li> </ul>		
<p><b>Security:</b> The vendor will provide security-related reports at defined frequencies that align to NIST 800-53a security control requirements, MARS-E, or agreed upon security controls framework.</p> <ul style="list-style-type: none"> <li>a. The vendor confirms they can provide security-related reports. Report topics include:             <ul style="list-style-type: none"> <li>i. privileged account review</li> <li>ii. audit log review</li> <li>iii. continuous monitoring/security metrics report</li> <li>iv. Plan Of Action &amp; Milestones (POAM) review</li> <li>v. Vulnerability assessment</li> <li>vi. system access review</li> <li>vii. roles review for separation of duties</li> <li>viii. contingency plan review/test</li> </ul> </li> </ul>	Y	<div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div>









Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement *Response should note any exceptions to meeting requirement
<p><b>Security – Intrusion-Detection and Firewall Protection:</b> The vendor confirms that hosting services will have aggressive intrusion-detection and firewall protection per NIST SP 800-53A Rev 5 SI-04(01) System Monitoring, System-wide intrusion detection systems.</p>	Y	<p>[REDACTED]</p>
<p><b>Security – Legal Compliance:</b> The vendor confirms that all HIE services will cooperate completely with the Commonwealth's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure, reporting any security breach with conformance with PR laws.</p> <p>a. The vendor confirms awareness of PR laws and PRITS (Puerto Rico Innovation &amp; Technology Service – the central agency driving technological advancements) policies for detecting and reporting vulnerabilities, including security breaches.</p>	Y	<p>[REDACTED]</p>
<p><b>Security – Reporting:</b> The vendor must demonstrate that Hosting services will issue ongoing reports regarding HIE security audits and compliance activities in a format and frequency reasonably requested by the Commonwealth.</p>	Y	<p>[REDACTED]</p>
<p><b>Security – Security Management:</b> The vendor must demonstrate that industry-standard security management will be implemented and administered by the vendor.</p>	Y	<p>[REDACTED]</p>
<p><b>Public Health:</b> The vendor must provide local code mapping to improve the level of accurate reporting</p>	Y	<p>[REDACTED]</p>

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement *Response should note any exceptions to meeting requirement
<p>of disease reporting to improve population health.</p> <p>a. The vendor confirms that when local institutions use their own codes for reporting diseases, which still need to be mapped to industry standards, the HIE will match the reported codes to national standards, improving the accuracy of reports and supporting data aggregation of public health disease reporting data.</p>		<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>User Access and Management – User Account Management: The vendor confirms that they provide participants with access to IT Administrative access to manage end-user accounts, submit/edit requests for end-user accounts on their behalf, to alleviate provider burden for account management outside of password requirements.</p>	Y	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>User Access and Management – End-User Authentication: The vendor confirms they use Security Assertion Markup Language (SAML) Single-Sign-On (SSO) authentication whereby EHR users can access HIE services efficiently and securely from within their workflow environment.</p> <p>a. The vendor confirms support for federated identity management.</p> <p>b. The vendor confirms that integration with a variety of EHR system types is in place.</p>	Y	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>User Access and Management – Provider Directory: The vendor must support for provider directory services for individuals and facilities:</p>	Y	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement *Response should note any exceptions to meeting requirement
<p>a. The vendor confirms provider Directory support for Direct Secure Messaging.</p> <p>b. The vendor confirms that Provider Directory Services associate providers with facilities and health systems.</p>		<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p><b>User Access and Management:</b> The vendor must support identity and access management services.</p> <p>a. The vendor confirms that identity and access services include user profiles and contact information.</p> <p>b. The vendor confirms that identity and access services manage patient-provider attribution.</p>	Y	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p><b>User Access and Management – PRDoH Access:</b> The vendor must confirm that PRDoH personnel will have access to the HIE through the Provider Portal.</p>	Y	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>The MPI technology solution must be an independent module of the HIE technology architecture. PRMP expects that the PRHIE employs a best-in-class MPI that is accessible to the overall solution and supports Patient Demographic Query, Patient Identifier Cross-Reference, and Cross Community Patient Discovery.</p>	Y	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

### Mandatory Qualifications

The vendor must complete this section to demonstrate that it has the experience needed to meet the requirements in this RFP. Table 17 below lists each mandatory qualification. The vendor must note whether it meets the qualification and provide narrative demonstrating fulfillment of the requirement. If multiple vendors are submitting a joint proposal as a response to the RFP, the primary respondent should replicate the table and complete it for each vendor participating in the joint response.

**Table 17: Mandatory Qualifications**

Mandatory Qualification Item(s)	Vendor Meets Qualification? Y/N	Provide A Brief Narrative to Demonstrate Fulfillment of Requirement
The technology services described in <b>Section 4.2.2</b> must be provided by vendor(s) that have experience in health information exchange(s) of similar size and scope as described in this RFP.	Y	[REDACTED]
The vendor must have the ability to staff the organization and contract with subcontractors to meet PRMP’s HIE program objectives and associated timelines.	Y	[REDACTED]
The vendor must have demonstrated experience operating and managing health system services including the direct provision of services to the provider community.	Y	[REDACTED]
The vendor must include at least three references from projects performed within the last two 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 health information exchange or related services.	Y	[REDACTED]
The vendor must commit to staff and operate a place of business in the Commonwealth during any contract resulting from this procurement process and help ensure local support for outreach and onboarding, HIE participant education, representation on governance bodies, and help desk functions. Operations in Spanish and English are a part of meeting this requirement.	Y	[REDACTED]
The vendor must agree to meet all federal and local requirements related to the operation of a Medicaid Enterprise system and the management and distribution of private health information.	Y	[REDACTED]



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 1: 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 Operations**

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:

- Governance

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



**2. Approach to Technical Services**

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:

**Enterprise Identity Services**

**Master Person Index (MPI)**

[Redacted]

[Redacted]



[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

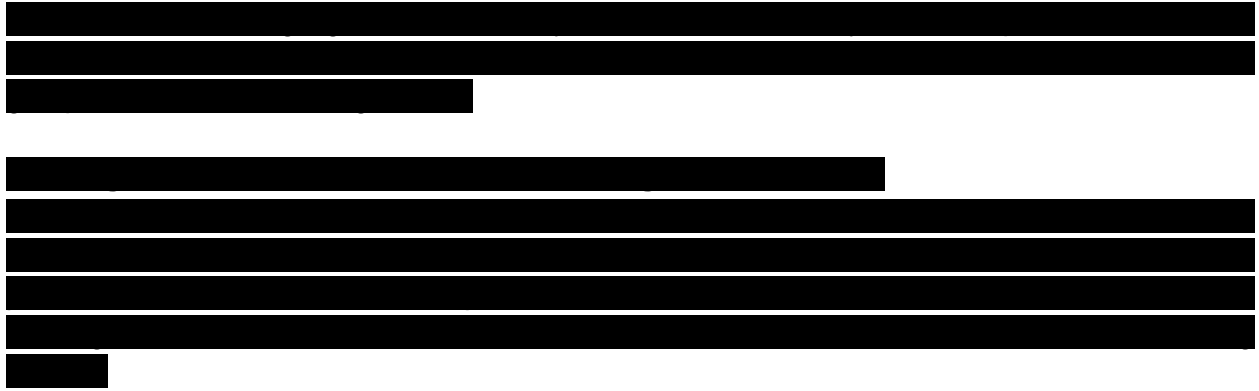
[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]



### Patient Management

1 Enter Information 2 Verify Identity ✕

#### Profile Information

**Demographic Information**

First Name\* Middle Name/Initial Last Name

Date of Birth:  Gender:  License #

Email\*

**Address Information**

Address\*

City\* State\* Zip Code\*

Phone Number\* Is this a mobile number?  
  Yes  No


**Insurance Information**

Subscriber Name\* Insurance Company\*

Policy ID Number\* Group Number\*

**Patient Consent**

Patient Consent Details  
Check the checkbox to prevent unauthorized access

I'm not a robot   
reCAPTCHA  
Privacy - Terms



[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

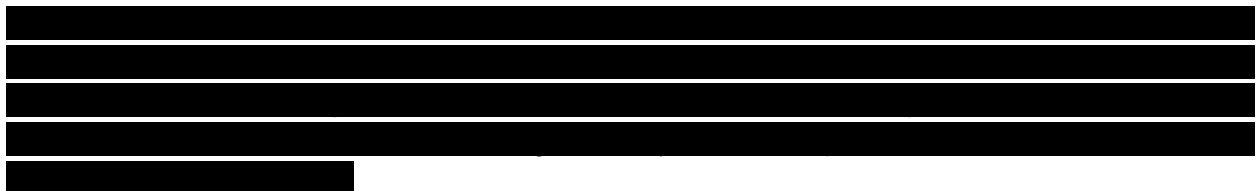
[Redacted text block]

[Redacted text block]

[Redacted text block]

FirstName	LastName	DOB	SSN	Address
John	Smith	01/01/1960		
ACCOUNT NO		ACCOUNT NAME		CLIENT NAME
6225	Primary Care (inhouse)			LKResults
436	Endocrinology Center			Regional Hospital
9385	Digestive Disease Center			Legacy Health System : ADVMD
8739	Family Medicine			Doctors General Laboratory : ADVMD

Record Location - LKeMPI RLS – Account List



FirstName	LastName	DOB	SSN	Address
John	Smith	01/01/1960		
ACCOUNT NO		ACCOUNT NAME		CLIENT NAME
6225	Primary Care (inhouse)			LKResults
436	Endocrinology Center			Regional Hospital
Service Date	Row ID			
02/05/2017	234452327			
9385	Digestive Disease Center			Legacy Health System : ADVMD
Service Date	Row ID			
05/04/2017	255186932			
02/24/2017	234446208			
8739	Family Medicine			Doctors General Laboratory : ADVMD
Service Date	Row ID			
05/04/2017	255188906			

Record Location - LKeMPI RLS – Show Encounters by Account





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<https://lkcloud-api.readme.io/reference>

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## 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.





MEDITECH

neomed

nextgen. healthcare

Altera

commonwell HEALTH ALLIANCE

eHealth Exchange

LK Opera

LK Transfer LK Cloud LK eMPI

PLS & Document Broker Hub



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## Phase 1

### Platform Migration

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## EMPI Rest API POC

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## Interface Connections

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## Application Programming Interfaces

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[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

## Phase II

### Direct Secure Messaging

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

### Longitudinal View for Care Coordination

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

## Emergency Response Services

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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## System Readiness Assessments

[Redacted content]

## Participant Communications

[Redacted content]

## Roles and Responsibilities for Implementation Activities

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## 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.**

Ajay Kapare /

March 8, 2024

---

**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 2: Service-Level Agreements (SLA) and Performance Standards**
- **Appendix 5: 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.

Ajay Kapare /

March 8, 2024

**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**
- The awarded vendor must be registered with the “Registro Único de Proveedores de Servicios Profesionales” (RUP) from the Puerto Rico General Services Administration (ASG) and with the Puerto Rico Treasury Department (Hacienda) for the collection of sales and use tax (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 5: Proforma Contract Draft**.

- A performance bond may be required for the contract resulting from this RFP.
- **Appendix 2: Service-Level Agreements (SLA) and Performance Standards**
- **Appendix 5: 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.**

Ajay Kapare /

March 8, 2024

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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.

Not Applicable

### 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).

Tables 18 and 19 below provide examples of how exceptions may be identified and explained.

**Table 18: 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
<b>Appendix 5: Proforma Contract Draft</b>  <b>9. NEGLIGENCE OR ABANDONMENT:</b> The <b>FIRST PARTY</b> reserves the right to terminate this contract without prior notice or approval, in any case the <b>FIRST PARTY</b> deems that the <b>SECOND PARTY</b> has acted negligently and/or abandoned its duties and/or obligations under this contract.	Objection  This acts as a termination for convenience. Termination to be based upon compliance with clearly-defined, objective contract requirements.	The First Party may terminate this contract if the Second Party has abandoned its duties and obligations under this contract after notice and an opportunity to cure.
<b>NOTES/COMMENTS: &lt;FOR THE PRMP USE ONLY&gt;</b>		

**Table 19: Exception #2**

<b>Document Title</b> <b>(Reference Specific Contractual Document and Section in Which Exception is Taken)</b>	<b>Vendor's Explanation (Required for Any Rejection/Exception)</b>	<b>Vendor's Proposed Alternative Language (If Applicable)</b>  <b>Cross-Reference to Specific Section of Vendor's Terms, If Any Provided as Part of the RFP Response</b>
<p><b>Appendix 5: Proforma Contract Draft</b></p> <p><b>11. INTELLECTUAL PROPERTY: BOTH PARTIES</b> agree that any work, report and/or product resulting from the services provided by the <b>SECOND PARTY</b>, 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 <b>FIRST PARTY</b>. The <b>FIRST PARTY</b> will not be obligated to pay any monetary amount in addition to the payment specified in the <b>FOURTH CLAUSE</b> of this contract nor it would be in any obligation to the <b>SECOND PARTY</b> 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 <b>FIRST PARTY</b> is also authorized and has the full right to give the aforementioned work product the official use it deems necessary.</p> <p>The <b>SECOND PARTY</b> 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</p>	<p>Client please note that ELLKAY is a SaaS provider. Aside from the Client data to be transmitted, hosted, or otherwise operated upon by the service, no IP rights are created in any ELLKAY products or services.</p>	<p>No Intellectual Property Rights are transferred by virtue of this Agreement. The First Party shall retain all its pre-existing IP, and the Second Party shall retain all its pre-existing IP. The services provided hereunder are the IP of the Second Party and no interest in the services is transferred to the First Party.</p>

authorized by the <b>FIRST PARTY</b> .		
NOTES/COMMENTS: <FOR THE PRMP USE ONLY>		

**Table 20: Exception #3**

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
<b>Appendix 5: Proforma Contract Draft</b>  <b>13. RESOLUTION AND TERMINATION: General Terms</b>  This contract may be resolved prior to its termination date by any of the <b>PARTIES</b> , through written notification to the <b>OTHER PARTY</b> , with thirty (30) days previous notice from the date of the intended resolution, with no additional obligations from either <b>PARTY</b>	Objection  This acts as a termination for convenience. Termination to be based upon compliance with clearly-defined, objective contract requirements.	This contract may not be terminated prior to its termination date except as a result of a material breach by either party, with notice and an opportunity to cure where detailed herein.
NOTES/COMMENTS: <FOR THE PRMP USE ONLY>		

**Table 21: Exception #4**

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
<p><b>Appendix 5: Proforma Contract Draft</b></p> <p>The insufficiency of funds shall be just cause for the immediate termination or modification of the Compensation Clause of this contract.</p>	<p>Objection</p> <p>This acts as a termination for convenience.</p> <p>Funds to be allocated prior to contract execution. This may be read to allow Client to terminate this contract simply because it has allocated funds for the contract to another area.</p>	<p>Delete Clause.</p>
<p><b>NOTES/COMMENTS: &lt;FOR THE PRMP USE ONLY&gt;</b></p>		

**Table 22: Exception #5**

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
<p><b>Appendix 5: Proforma Contract Draft</b></p> <p>6. If the <b>SECOND PARTY</b> is accused, administratively or criminally, or convicted, of the fraudulent acquisition of any credentials.</p>	<p>Objection</p> <p>Any termination based on this concept should be based solely upon conviction or judicial determination, not accusation.</p>	<p>“6. If the Second Party is convicted, administratively or criminally...”</p>

NOTES/COMMENTS: <FOR THE PRMP USE ONLY>

**Table 23: Exception #6**

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
<b>Appendix 5: Proforma Contract Draft</b>  8. Cancellation of the professional liability policy of the <b>SECOND PARTY</b> , described in <b>CLAUSE TWENTY NINTH</b> of this contract.	Objection.  Insurance policies are canceled for various reasons. ELLKAY would require a cure period for such occurrences.	Add the following language: “Cancellation of the professional liability policy of the Second Party without prompt reissuance...”

NOTES/COMMENTS: <FOR THE PRMP USE ONLY>

**Table 24: Exception #7**

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,
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		If Any Provided as Part of the RFP Response
<b>Appendix 5: Proforma Contract Draft</b>  10. The Governor’s Chief of Staff shall have the power to terminate this contract at any time.	Objection  This acts as a termination for convenience. Termination to be based upon compliance with clearly-defined, objective contract requirements.	Strike.
<b>NOTES/COMMENTS: &lt;FOR THE PRMP USE ONLY&gt;</b>		

**Table 25: Exception #8**

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
<b>Appendix 5: Proforma Contract Draft</b>  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 <b>FIRST PARTY’S</b> approval) incurred by the <b>SECOND PARTY</b> as detailed in <b>Appendix A</b> shall be payable.	Objection  This acts as a termination for convenience. Termination to be based upon compliance with clearly-defined, objective contract requirements.	Strike.
<b>NOTES/COMMENTS: &lt;FOR THE PRMP USE ONLY&gt;</b>		



**Table 26: Exception #9**

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
<b>Appendix 5: Proforma Contract Draft</b>  <b>Termination Assistance Section</b>	Objection to this section, including a majority of pages 10-12.  These are burdensome provisions. ELLKAY cannot agree to this level of service and transition without detailed descriptions of fees, IP rights, etc. Transition services, fees, duration, etc. to be negotiated.	Please see our explanation. We do not have proposed language. Instead, this should be covered in a section called transition services and be priced at then-prevailing rates under the engagement.
<b>NOTES/COMMENTS: &lt;FOR THE PRMP USE ONLY&gt;</b>		

**Table 27: Exception #10**

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
<b>Appendix 5: Proforma Contract Draft</b>  <b>Termination Assistance Section</b>  without the requirement of posting any bond, and the <b>SECOND PARTY</b> waives any right it may have to allege or plead or prove that the <b>FIRST PARTY</b> is not entitled to injunctive, declaratory, or	Objection  ELLKAY does not accept unilateral rights to seek injunction or specific performance without requirement of bond.  ELLKAY does not waive its right to object in judicial or administrative proceedings.	Strike “without requirement of posting any bond” and any language waiving right to objection in judicial or administrative proceedings.

<p>other equitable relief. If the court should find that the <b>SECOND PARTY</b> has breached (or attempted or threatened to breach) any such obligations, the <b>SECOND PARTY</b> agrees that without any additional findings of irreparable injury or other conditions to injunctive or any equitable relief, the <b>SECOND PARTY</b> will not oppose the entry of an order compelling its performance and restraining the <b>SECOND PARTY</b> from any further breaches (or attempted or threatened breaches).</p>		
<p><b>NOTES/COMMENTS: &lt;FOR THE PRMP USE ONLY&gt;</b></p>		

**Table 28: Exception #11**

<p><b>Document Title</b> <b>(Reference Specific Contractual Document and Section in Which Exception is Taken)</b></p>	<p><b>Vendor’s Explanation (Required for Any Rejection/Exception)</b></p>	<p><b>Vendor’s Proposed Alternative Language (If Applicable)</b>  <b>Cross-Reference to Specific Section of Vendor’s Terms, If Any Provided as Part of the RFP Response</b></p>
<p><b>Appendix 5: Proforma Contract Draft</b></p> <p><b>Transition Services</b></p> <p>The <b>SECOND PARTY</b> shall provide assistance in turning over some or all artifacts, roles and processes to the <b>FIRST PARTY</b> 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,</p>	<p>ELLKAY will reasonably cooperate with any transition services but will require negotiation of scope and fees in such a transition. No IP rights to be transferred, and no trade secrets to be shared with transition vendor or successor.</p>	<p>Same note as above. Transition services will be fees-based at prevailing contract rate either on TM or flat fee basis, as applicable.</p>

<p>timely, and without adverse impact on Medicaid beneficiaries. The <b>SECOND PARTY</b> shall provide a Turnover Results Report that documents completion and results of each step of the Turnover and Closeout Management Plan.</p>		
<p><b>NOTES/COMMENTS: &lt;FOR THE PRMP USE ONLY&gt;</b></p>		

**Table 29: Exception #12**

<p><b>Document Title</b> <b>(Reference Specific Contractual Document and Section in Which Exception is Taken)</b></p>	<p><b>Vendor's Explanation (Required for Any Rejection/Exception)</b></p>	<p><b>Vendor's Proposed Alternative Language (If Applicable)</b>  <b>Cross-Reference to Specific Section of Vendor's Terms, If Any Provided as Part of the RFP Response</b></p>
<p><b>Appendix 5: Proforma Contract Draft</b></p> <p><b>19. AUDITS:</b> The <b>SECOND PARTY</b> agrees to make viable any audits that the <b>FIRST PARTY</b> and/or the Office of the Comptroller of Puerto Rico may deem necessary and, accordingly, it must:</p> <p>1. Maintain available for examination by the <b>FIRST PARTY</b> 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.</p> <p>2. Preserve all files and any other document pertaining to this contract for a period of six</p>	<p>Audits to be reasonably limited in frequency and scope (no more than once annually except as required by statute/law), no right to audit records of other ELLKAY clients, reasonable advance notice (no less than 15 business days), audits to be conducted at Client's sole expense.</p>	<p>Audits to be reasonably limited in frequency and scope (no more than once annually except as required by statute/law), no right to audit records of other ELLKAY clients, reasonable advance notice (no less than 15 business days), audits to be conducted at Client's sole expense.</p>

(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.		
<b>NOTES/COMMENTS: &lt;FOR THE PRMP USE ONLY&gt;</b>		

**Table 30: Exception #13**

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
<b>Appendix 5: Proforma Contract Draft</b>  <b>22. RESPONSIBILITY FOR TORT DAMAGES:</b> The <b>SECOND PARTY</b> 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 <b>FIRST PARTY</b> from any obligation or responsibility from such actions.	This is broadly drafted. ELLKAY does not accept indemnification obligations for simple negligence in contract performance. To the extent that this is the intent of this clause, ELLKAY objects.	Propose full strike of this provision.
<b>NOTES/COMMENTS: &lt;FOR THE PRMP USE ONLY&gt;</b>		

**Table 31: Exception #16**

<b>Document Title (Reference Specific Contractual Document and Section in Which Exception is Taken)</b>	<b>Vendor’s Explanation (Required for Any Rejection/Exception)</b>	<b>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</b>
<p><b>Appendix 5: Proforma Contract Draft</b></p> <p><b>28. CERTIFICATION REGARDING DEPARTMENT OF LABOR AND HUMAN RESOURCES MATTERS:</b> The <b>SECOND PARTY</b> certifies and warrants that at the moment of executing this contract it has paid:</p> <p>_____ Unemployment Insurance _____ Temporary Disability _____ Chauffeur’s Insurance</p>	<p>ELLKAY does not carry Chauffeur's Insurance. ELLKAY offers temporary disability insurance, but it is at the option of the EE.</p>	<p>To the extent contrary to the explanation provided, we propose a strike.</p>
<p><b>NOTES/COMMENTS: &lt;FOR THE PRMP USE ONLY&gt;</b></p>		