



GOVERNMENT OF PUERTO RICO

Department of Health
Medicaid Program

Puerto Rico Medicaid Enterprise System
Enterprise Project Management Office (ePMO) Vendor
Request for Offers (RFO)

2021-PRMP-MES-ePMO-003

February 3, 2022

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1.Executive Summary

1.1. Purpose of the RFO

The Puerto Rico Department of Health (PRDoH) Puerto Rico Medicaid Program (PRMP) issues this Request for Offers (RFO) to define minimum contract requirements; solicit responses; detail response requirements; and outline PRMP’s process for evaluating responses and selecting a vendor to provide Enterprise Project Management Office (ePMO) services in support of its Medicaid Enterprise Systems (MES). Through this RFO, PRMP seeks to procure necessary ePMO services at the most favorable and competitive prices to allow all qualified vendors an opportunity to do business with PRMP as contractors, subcontractors, or suppliers.

PRMP requests proposals from responsible vendors to meet its needs. A brief description is set forth below for the vendor’s convenience, with additional detail in subsequent sections of this solicitation. If interested and able to meet these requirements, the Commonwealth of Puerto Rico (The Commonwealth) appreciates and welcomes a proposal.

1.2. Location

The PRMP central office is located at:

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

1.3. RFO Schedule of Events

The schedule of events for this RFO is detailed below in Table 1: Schedule of Events. All dates after the Proposal Submission Due Date are anticipatory. PRMP may change this schedule at any time. If PRMP changes the schedule after the proposal submission due date, it will do so through an announcement on the Departamento de Salud de Puerto Rico website (<https://www.salud.gov.pr/CMS/21>), Programa 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 RFO, also available through the Departamento de Salud de Puerto Rico website or via email from the Solicitation Coordinator. It is each prospective vendor’s responsibility to check the Departamento de Salud de Puerto Rico website for current information regarding this RFO and its schedule of events through the award of the contract.

Table 1: Schedule of Events

RFO Released to Public.....	2/3/2022
Notice of Intent to Respond	2/21/2022
Vendor’s Written Questions Submission Deadline	2/21/2022

Question Responses Posted	3/4/2022
Proposal Submission Due Date	3/18/2022
Technical Bid Opening	3/21/2022
Oral Presentations (If Requested)	4/5/2022
Cost Bid Opening	4/6/2022
Notice of Award	4/8/2022
Contract Award Made	5/6/2022
Contract Signature and Distribution	7/8/2022

There are references in this RFO to a myriad of dates and times. Unless it is clearly provided to the contrary in this RFO, any such reference means the date and time relative to the Commonwealth's local time.

2. Background

2.1. Puerto Rico's Medicaid Enterprise Systems (MES)

PRDoH is the State Medicaid Agency (SMA). Within PRDoH, PRMP is responsible for the management of the Medicaid Program and the Puerto Rico Medicaid Enterprise Systems (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 PRMP and is responsible for contracting with, and monitoring services provided by the Managed Care Organizations (MCOs) and other carriers.

The PRMES encompasses PRDoH, and ASES, as well as the Puerto Rico Medicaid Management Information System (PRMMIS), Eligibility & Enrollment system (MEDITI3G), the Commonwealth's Health Information Exchange (HIE), and the staff, vendors, and interfaces supporting the PRMES.

3. General Instructions

3.1. Scope

The ePMO Vendor will provide professional services to establish and run a Medicaid Enterprise-wide Project Management Office that project manages PRMES projects under the direction of the Commonwealth's leadership, in particular, the Medicaid Director, the Program Manager and PRMP Program Management Office (PgMO), and the PRMP Project Lead. The PRMP PgMO has been established and is growing, however since this Office is still in its beginning stages, it is made up of PRMP staff, contractors, and the Program Management Support (PgMS) Vendor. The ePMO will work closely and collaboratively with the Program Manager and all PgMO resources, regardless of their employee / contractor status.

The ePMO Vendor will support and assist Commonwealth leadership, the PgMO including the PgMS Vendor, other PRMP vendors, and PRMP personnel with project management, project support, and project-level oversight of the PRMES. The ePMO Vendor will advise on the best practices for involving agency leadership, financial and human resources, procurement, information technology (IT) leadership, and others in the appropriate management structure(s). The ePMO Vendor will report on a day-to-day basis to the PRMP Program Manager and/or their designee and other PRMP Program Management resources.

The ePMO vendor will advise PRMP in collaboration with other teams and vendors on PMO best practices to help support project success according to PRMPs desired outcomes. Best practices should be based on accepted standards such as PMBOK, Institute of Electrical and Electronics Engineers (IEEE), and expert judgement of experienced project management professionals.

The ePMO Vendor will staff the ePMO to support and actively manage all assigned PRMES activities necessary to support PRMP success in meeting its desired outcomes. The Vendor must staff the ePMO and each assigned project based on the qualifications and experience outlined in this RFO. The Vendor should maintain a core set of Key Staff that will be consists throughout the contract period, as well as additional Key and non-Key resources dependent on current and anticipated projects assignments. Key staff should be trained in Project Management Institute® and industry-standard project management principles. Vendors must propose the number and level of staff deemed necessary to meet the requirements of this contract, including technical and business process expertise.

Commonwealth resources will be the final decision-makers over all project activities; however, the ePMO Vendor should expect to be the driver and manager of all project activities to assure that schedule, cost, and project deliverables are met.

The ePMO Vendor is expected to, and should demonstrate in its response its ability to, staff multiple projects immediately upon contract execution. The actual number of projects staffed will be dependent on PRMP leadership direction at the time of contract execution, however the ePMO Vendor may reasonably expect to staff 2-4 projects immediately, or soon after contract execution. These projects may include the MMIS Phase III Project (<https://www.medicaid.pr.gov/Home/PRMMIS/>) and the continuation of the MEDITI3G Eligibility and Enrollment project.

The ePMO Vendor will support the PRMES by providing at a minimum the following services (referred to as 'service areas' in this RFO) for projects within the PRMES portfolio:

- Scope and Requirements Management and Expertise
- Deliverables Management and Expertise
- Time and Schedule Management and Expertise
- Human Resources Management and Expertise
- Risk and Issues Management and Expertise
- Budget and Cost Management and Expertise
- Integration Management and Expertise
- Testing Management and Expertise
- Quality Management and Expertise
- Communication Management and Expertise
- Change Management and Expertise
- Certification Management and Expertise
- Transition to Maintenance and Operations Management

3.2. Contract Duration

PRMP targets a contract start date for the ePMO Vendor in July 2022; however, PRMP is taking action to strive for the contract term to begin in June 2022. Vendors should be prepared to start the project in June 2022. The ePMO Vendor contract will be a base of two (2) years with three (3) optional one-year extensions (potential for five (5) years total). During the optional years, PRMP may execute contracts for ePMO services that span one or multiple months. Contract award is contingent upon CMS and PRDoH approval of the contract and associated funding over the contract term. PRMP anticipates the need to execute contract amendments up through the close of the contract or up through 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. Project Schedules

The ePMO Vendor's work will be dependent on projects that are planned or underway at PRMP. Upon contract initiation, the ePMO Vendor will work with the PRMP Leadership PgMO to establish a refined schedule which identifies each of the projects and service areas the ePMO Vendor will be responsible for the milestones and deliverables that will be provided to PRMP.

3.4. 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 RFO 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 RFO shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination

3.5. RFO Communications

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

2021-PRMP-MES-ePMO-003

Unauthorized contact about this RFO 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 RFO 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 PRMP's official written responses and communications with vendors are binding with regards to this RFO. Oral communications between a PRMP official and one or more vendors are unofficial and nonbinding.

Vendors must help ensure that 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: RFO Schedule of Events**.

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

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

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

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

Any data or factual information provided by PRMP (in this RFO, an RFO amendment or any other communication relating to this RFO) is for informational purposes only. 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 PRMP. 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 RFO and participation in the RFO process. Vendors may contact the Solicitation Coordinator to request such reasonable accommodation.

3.6. Vendors Required Review and Waiver of Objections

Each vendor should carefully review this RFO, 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 RFO must provide them in writing to PRMP no later than the Vendor Written Questions Submission Deadline detailed in **1.3: RFO Schedule of Events**.

Challenges must be submitted using the form and according to the instructions in Appendix 4: Terms for Filing a Review of this RFO. The party adversely affected by a decision may, according to 3 L.P.R.A Section 9672, within a term of twenty (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 Service Administration

Review Board General or the appellate entity that corresponds in law or regulation, within a term of twenty (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, of the Auction Review Board of the Services Administration General, 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 twenty (20) days, counted from the file of the copy of the notification of the order or final resolution of the agency, the aforementioned Auction Review Board of the General Services Administration or the entity appeal, or within the applicable term of twenty (20) calendar days after the expiration of the term provided by Section 3.19 of this Act.

Challenges based on any objection to the RFO shall be considered waived and invalid if the objection has not been submitted as instructed in Appendix 4: Terms for Filing a Review within twenty (20) days of the Notice of Award. Refer to **1.3: RFO Schedule of Events** for the expected posting date for the Notice of Award.

3.7. 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 RFO amendments or other notices and communications relating to this RFO. Regardless of the submission of a Notice of Intent to Respond, vendors are responsible for monitoring the official posting site of the RFO for any amendments or notifications that are posted.

3.8. Proposal Submission

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

3.9. Amendments to the RFO

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

3.10. RFO Cancellation

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

3.11. PRMP Right of Rejection

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

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

3.12. Proposal Submittal and Instructions

3.12.1. Economy of Preparation

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

3.12.2. Incurring Cost

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

3.12.3. 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 RFO attachments. Moreover, the structure of each attachment provides the vendor with a template for an in-line response to the RFO. 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 RFO narrative located in **3.0: 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 RFO whether the request requires a simple "yes" or "no" or requires a detailed explanation. When a detailed response is required, simply repeating the RFO's requirement and agreeing to comply may not be an acceptable response and may cause the proposal to be disqualified.

- As detailed in **5.6 Failure to Meet Mandatory Requirements**, the mandatory requirements must be met by the vendor as a part of the submitted proposal. As detailed in **Attachment E: Mandatory Requirements** and **Section 5.6: Failure to Meet Mandatory Requirements**, the mandatory requirements 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 requirements may result in disqualification of the proposal, at the sole discretion of PRMP. Mandatory requirements 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 RFO applicable to those statement(s) and not include duplicative or otherwise repetitive statements throughout their responses. The vendor's in-line responses, inclusive of the text of PRMP's specifications, 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 point for text and nine point for tables) for PRMP's requirements and not utilize smaller than nine 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 RFO components:

- **Attachment C: Vendor Qualifications & Experience**, the following sections only:
 - ✓ Section 4: Business Disputes
- **Attachment D: Project Organization and Staffing**, the following section only:
 - ✓ Section 3: Resumes and 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 attachments 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 below in Table 2 as well as those sections' related subsections noted in the RFO.

Table 2: 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

Proposal Section	Response Template/Contents
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 ▪ Mandatory Qualifications ▪ Existing Business Relationships with Puerto Rico ▪ Business Disputes ▪ References
Technical Proposal	Attachment D: Project 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 Requirements
Contents:	<ul style="list-style-type: none"> ▪ Mandatory Requirements Attestation
Technical Proposal	Attachment F: Response to Statement of Work
Contents	<ul style="list-style-type: none"> ▪ Approach to Scope and Requirements Management and Expertise ▪ Approach to Deliverables Management and Expertise ▪ Approach to Time and Schedule Management and Expertise ▪ Approach to Human Resources Management and Expertise ▪ Approach to Risk and Issues Management and Expertise ▪ Approach to Budget and Cost Management and Expertise ▪ Approach to Integration Management and Expertise ▪ Approach to Testing Management and Expertise ▪ Approach to Quality Management and Expertise ▪ Approach to Communications Management and Expertise ▪ Approach to Change Management Expertise ▪ Approach to Certification Management and Expertise ▪ Approach to Transition to Maintenance and Operations Management
Technical Proposal	Attachment G: Terms and Conditions Response

Proposal Section	Response Template/Contents
Contents	<ul style="list-style-type: none"> ▪ Title Page ▪ RFO Terms and Conditions ▪ Customary Terms and Conditions ▪ Mandatory Requirements and Terms ▪ Commercial Materials ▪ Exceptions (if applicable)

3.12.4. 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 project. 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 (2) electronic copies of their technical proposal (PDF and Microsoft Excel, as appropriate) and cost proposal (Microsoft Excel). Please submit separate USBs or other electronic media for both the technical and cost proposals for a total of four USBs (two technical proposals and two cost proposals). Please submit ten (10) printed copies of both the technical and cost proposals and be sure the technical and cost proposals are packaged separately.

Proposals should be submitted to the below mailing address:

Puerto Rico Department of Health
 Medicaid Program, ATTN: Elizabeth Otero Martinez
 268 Luis Muñoz Rivera Ave.
 World Plaza – 12th Floor (Suite 12)
 San Juan, Puerto Rico 00918

3.12.5. Response Reference

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

3.13. 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 submission deadline date and time detailed in **1.3: RFO Schedule of Events**.

3.14. Withdrawal of Proposals

A vendor may withdraw a submitted response at any time before the submission deadline date and time detailed in **1.3: RFO Schedule of Events** 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.

3.15. Multiple Proposals

A vendor must not submit multiple responses in different forms and or scopes and cannot submit separate bids as a principal or subcontractor.

4. Statement of Work (SOW)

4.1. Services Required

The ePMO Vendor will act as the project management services provider for PRMP on assigned projects within the MES project portfolio. The ePMO Vendor is responsible for implementing and maintaining project management standards, processes, and tools for each project assigned to them as by PRMP. PRMP expects the ePMO vendor to execute processes in a manner that is consistent with best practice processes defined by the PgMO.

The ePMO Vendor is an important piece of the Puerto Rico Medicaid Enterprise and as such, all work and work products completed by the ePMO Vendor will require significant collaboration with PRMP, the PgMO and the PgMS Vendor, and other project Vendors, governance and oversight bodies, independent review entities, and others. Currently, PRMP has solicited the services of BerryDunn to help support standing up the PgMO within PRMP and will work closely with the ePMO Vendor in establishing and aligning enterprise processes rolled out at the project level. BerryDunn will not be responding to this RFO.

If the ePMO Vendor will use a Project Management tool, it must provide licenses for such tool and must agree to contract terms and conditions that provide that any Commonwealth data loaded into the tool is available to Commonwealth personnel and partner vendors, and all functions enabled by the tool remain operational without disruption, even if the ePMO Vendor leaves or is no longer engaged under this contract.

The ePMO Vendor will perform all needed project management tasks as shown in the tables below for each project assigned. As part of these tasks, the ePMO Vendor will be responsible for the creation and support of all deliverables described in the Deliverables Dictionary. All tasks and work products must be compatible with PRMP's project and program management approach and with applicable Implementation vendor tasks and work products. The ePMO Vendor must be able to produce specific documents in both English and Spanish, at PRMP's request.

Project management tasks along with common work products include:

Table 3: Scope and Requirements Management and Expertise

Service Area 1: Scope and Requirements Management and Expertise	
Description and Objectives	The ePMO Vendor will manage the baseline scope statement and control what is included in the project, as well as any changes to that scope. The ePMO Vendor will manage and monitor the Implementation Vendor's compliance with approved requirements.
Time Frame	Ongoing
Common Work Products (Not Exhaustive)	<ul style="list-style-type: none"> • Scope Management Plan as described in the Deliverables Dictionary • Scope Status and Review meetings with service area teams and related agendas and minutes • Scope Status and Review meetings with decision-making bodies and related agendas and minutes • Any supporting document or artifact to the scope statement, control, or validation • Updated documents and plans as necessary
PMO Vendor Team Tasks (Project Based)	<ul style="list-style-type: none"> • Managing scope in accordance with the Scope Management Plan • Reviewing the acceptance of the completed project deliverables and validating that they meet the scope baseline and project objectives • Managing requirements according to the Scope Management Plan • Ensuring the use of the Implementation Vendor's Requirements Traceability Matrix (RTM) as the baseline for requirements management and advising on traceability approach • Working with the Implementation Vendor to create, maintain, and report on progress using the RTM • Managing requirements tracing to all related project artifacts • Collaborating with the Vendor test manager to help ensure verification of requirements • Assisting with conflict resolution and decisions making related to scope issues • Managing communication, follow-up, and issue escalation • Evaluating whether the solution complies with federal and Puerto Rico laws and regulations, MITA standards and conditions, and criteria for federal enhanced funding • Analysis of new Puerto Rico or federal regulations or guidance and their potential system impact • Managing requirements verification through analysis, review, demonstration, and testing • Conducting a requirements gap analysis
PRMP Responsibilities	PRMP will provide input into, and review and approval of, any related plans, artifacts, and/or documents, by knowledgeable staff with decision-making authority.
Primary Areas for Collaboration with the PgMO	The ePMO Vendor will work with the PgMO to finalize the Scope Management Plan and will work with the PgMO on reviewing updates to the scope status and identification of decisions which require PRMP leadership input.

Table 4: Deliverables Management and Expertise

Service Area 2: Deliverables Management and Expertise	
Description and Objectives	The ePMO Vendor will manage and monitor the Implementation Vendor's compliance with deliverable timeframes, version control, and content requirements will be required throughout the project, as well as ensure that any changes are controlled through the formal change management process.
Time Frame	Ongoing
Common Work Products (Not Exhaustive)	<ul style="list-style-type: none"> • Deliverable Management Plan as described in the Deliverables Dictionary • Documentation Management Plan as described in the Deliverables Dictionary • Deliverable status, design, and review meetings with service area teams and related agendas and minutes • Deliverable status, design and review meetings with decision-makers and related agendas and minutes • Any supporting document or artifact • Updated documents and Plans as necessary • Deliverable gap analysis
PMO Vendor Team Tasks	<ul style="list-style-type: none"> • Managing and controlling Deliverable management according to the Deliverable Management Plan • Reviewing the acceptance of the completed project deliverables and validating they meet requirements and project objectives, including, but not limited to, adequate documentation, consistency, and completeness • Reviewing and tracking the impact on schedule, budget, quality, and resources of any deliverable Change Request (CR) • Assisting with conflict resolution and decision-making • Managing communication, follow-up, and issue escalation • Evaluating whether deliverables meet Puerto Rico and federal requirements including, but not limited to, MITA and Health Insurance Portability and Accountability Act (HIPAA) standards and licensing requirements • Managing related documents according to the Documentation Management Plan • Obtaining evidence of PRMP's approval of project deliverables, including, but not limited to, the deliverable's description, deliverables acceptance criteria, approver's name and role, date of approval, and signature
PRMP Responsibilities	PRMP will provide timely input into, and review and approval of, any related plans, artifacts, and/or documents, by knowledgeable staff with decision-making authority.
Primary Areas for Collaboration with the PgMO	The ePMO Vendor will work with the PgMO in communicating updates to the Deliverable Management Plan. The ePMO Vendor will collaborate with the PgMO on identifying deliverable gaps and approaches to mitigation, and artifact sign-off.

Table 5: Time and Schedule Management and Expertise

Service Area 3: Time and Schedule Management and Expertise	
Description and Objectives	The ePMO Vendor will manage and monitor the Implementation Vendor's compliance with the Integrated Master Schedule (IMS) while ensuring that quality standards are met per the Schedule Management Plan.
Time Frame	Ongoing
Common Work Products (Not Exhaustive)	<ul style="list-style-type: none"> • Status meetings with service area teams and related agendas and minutes • Status meetings with decision-makers and related agendas and minutes • Master Project Schedule as described in the Deliverables Dictionary • Project Work Plan as described in the Deliverables Dictionary • Any supporting document or artifact • Updated documents and plans as necessary
PMO Vendor Team Tasks	<ul style="list-style-type: none"> • Managing and controlling the schedule according to the Project Management Plan, Project Work Plan, and Master Project Schedule, including anticipating, avoiding, and mitigating schedule deviations as applicable • Monitoring schedule reporting metrics to measure performance on a weekly basis and reporting results to project stakeholders • Performing critical path analysis and schedule forecasting • Ensuring transition among project phases • Reviewing and tracking the impact on the schedule of any CR, incident, potential risk, or other variation from the current schedule/project management plans • Assisting with conflict resolution and decision-making • Managing communication, follow-up, and issue escalation
PRMP Responsibilities	PRMP will provide timely input into, and review and approval of, any related plans, artifacts, and/or documents, by knowledgeable staff with decision-making authority.
Primary Areas for Collaboration with the PgMO	The ePMO Vendor will support the PgMO in managing, overseeing, and coordinating project schedules across the PRMES. The ePMO Vendor will work with the PgMO on adherence to the IMS. IMS maintenance activities will include but are not limited to: identification of project milestones, interim gate reviews, deliverable timelines, and resource management. The ePMO Vendor project schedules will be a key input into the PgMO schedule.

Table 6: Human Resources Management and Expertise

Service Area 4: Human Resources Management and Expertise	
Description and Objectives	The ePMO Vendor will manage and monitor the ePMO and Implementation Vendors' staffing for adequacy and competency according to both the ePMO and Implementation Vendor's staffing plans. The ePMO vendor will ensure training needs are met by PRMP and vendors.
Time Frame	Ongoing
Common Work Products (Not Exhaustive)	<ul style="list-style-type: none"> • Staffing Plan as described in the Deliverables Dictionary • Responsible, Accountable, Consulted, Informed (RACI) Matrix as described in the Deliverables Dictionary • Any supporting document or artifact related to onboarding, offboarding, allocation, systems access, training, performance, and transition of staff and contractors • Updated documents and plans as necessary
PMO Vendor Team Tasks	<ul style="list-style-type: none"> • Managing and controlling resource management according to the Staffing Management Plan • Managing all the processes involved in the onboarding and offboarding of project staff including, but not limited to, training, ePMO systems access, and transition assistance. • Monitoring the availability, allocation, and performance of all resources required to complete project activities • Providing conflict resolution assistance for resources • Managing communication, follow-up, and escalation of staffing-related issues
PRMP Responsibilities	PRMP will provide timely input into, and review and approval of, any related plans, artifacts, and/or documents, by knowledgeable staff with decision-making authority.
Primary Areas for Collaboration with the PgMO	The ePMO Vendor will work with the PgMO on establishing a Staffing Plan which identifies resource needs for all inflight initiatives. The ePMO Vendor will work with the PgMO on identifying instances of potential staffing shortage and/or over utilization, and will work to mitigate and resolve any staffing issues.

Table 7: Risk and Issues Management and Expertise

Service Area 5: Risk and Issues Management and Expertise	
Description and Objectives	The ePMO vendor will manage and monitor risks and issues, as well as incidents, develop and implement associated mitigation strategies, and assess the potential project impact related to quality and timeline per the Risk and Issue Plan, as applicable.
Time Frame	Ongoing
Common Work Products (Not Exhaustive)	<ul style="list-style-type: none"> • Meetings to assess risks with service area teams and related agendas and minutes • Meetings to assess risks with decision-makers and related agendas and minutes • Risk and Issues Management Plan as described in the Deliverable Dictionary • Risk and Issue Register as described in the Deliverable Dictionary • Updated documents and Plans as necessary
PMO Vendor Team Tasks	<ul style="list-style-type: none"> • Identifying, assessing, and planning mitigation of risks in conformance with the Risk and Issue Management Plan and the Implementation Vendor's Incident Management Plan • Mitigating project risks in conformance with the Risk and Issues Management Plan and the Implementation Vendor's Incident Management plan • Identifying, assessing, and planning for the resolution of project issues in conformance with the Risk and Issue Management Plan • Resolving project issues in conformance with the Risk and Issue Management Plan • Reviewing and tracking the impact on the schedule of any significant risk, issue, or incident • Escalating project risks and issues in conformance with the Risk and Issue Management Plan • Facilitating collaboration amongst Medicaid enterprise and non-Medicaid enterprise stakeholders to mitigate project risks and resolve project issues • Assisting with project issue or risk resolution and decision-making • Managing communication, follow-up, and issue escalation
PRMP Responsibilities	PRMP will provide timely input into, and review and approval of, any related plans, artifacts, and/or documents, by knowledgeable staff with decision-making authority.
Primary Areas for Collaboration with the PgMO	The ePMO Vendor will work the PgMO on ensuring alignment to enterprise risks and issues identified through program management activities. The ePMO Vendor will work with the PgMO on identifying mitigation strategies, will assist in documenting the severity and impact of risks and issues identified, and will work to mitigate and resolve risks and issues.

Table 8: Budget and Cost Management and Expertise

Service Area 6: Budget and Cost Management and Expertise	
Description and Objectives	The ePMO vendor will manage and monitor actual project costs and projected budget per the Cost Management Plan.
Time Frame	Ongoing
Common Work Products (Not Exhaustive)	<ul style="list-style-type: none"> • Budget meetings with decision-makers and related agendas and minutes • Cost Management Plan as described in the Deliverables Dictionary • Cost tracking documents and budget projections as part of status reporting • Updated documents and Plans as necessary
PMO Vendor Team Tasks	<ul style="list-style-type: none"> • Reviewing and tracking the impact of CRs on costs and budget projections • Assisting with conflict resolution and decision-making • Managing communication, follow-up, and issue escalation
PRMP Responsibilities	PRMP will provide timely input into, and review and approval of, any related plans, artifacts, and/or documents, by knowledgeable staff with decision-making authority.
Primary Areas for Collaboration with the PgMO	The ePMO Vendor will report to the PgMO adherence to the Cost Management Plan and will work with the PgMO on identifying instances where projects are going under or over budget and or are being underutilized or over utilized, and will work to mitigate and resolve risks and issues related to budget and cost management.

Table 9: Integration Management and Expertise

Service Area 7: Integration Management and Expertise	
Description and Objectives	The ePMO vendor will play an integrated role within the Medicaid Enterprise, using a cohesive approach to project management across all deliverables and tasks in support of the MMIS Phase III implementation and as needed to integrate with other PRMP projects.
Time Frame	Ongoing
Common Work Products (Not Exhaustive)	While this service area does not require any independent work products, integration management informs work products created in support of other service areas, which should be both project-specific and – whenever possible – repeatable across project areas. For example, establishing and maintaining a project-specific schedule and a project-level enterprise schedule, allowing PRMP to easily access project-specific and multi-project or enterprise-wide project management information.
PMO Vendor Team Tasks	<ul style="list-style-type: none"> • Learning the Puerto Rico Medicaid environment to help ensure an appropriate program management approach and congruence with other projects • Communicating with PRMP and all government and vendor entities and partners, including (but not limited to): Program/Portfolio Management Vendor(s), Implementation Vendors, Governance and Oversight Bodies, and Independent Review Entities
PRMP Responsibilities	PRMP will provide timely input into, and review and approval of, any related plans, artifacts, and/or documents, by knowledgeable staff with decision-making authority.
Primary Areas for Collaboration with the PgMO	The ePMO Vendor will work with the PgMO on identifying opportunities to increase integration across various service areas. The ePMO Vendor will report out directly to the PgMO instances which they identify may require PRMP input and sign-off.

Table 10: Testing Management and Expertise

Service Area 8: Testing Management and Expertise	
Description and Objectives	The ePMO Vendor will monitor and track all phases and aspects of system testing.
Time Frame	Ongoing
Common Work Products (Not Exhaustive)	<ul style="list-style-type: none"> • Meetings with decision-makers and related agendas and minutes • Test progress report • Defect tracking report (with Implementation Vendor) • Spanish translations of User Acceptance Testing (UAT) test cases as needed • Updated documents and Plans as necessary
PMO Vendor Team Tasks	<ul style="list-style-type: none"> • Reviewing and tracking the impact on the schedule of any testing issues, risks, or delays • Reviewing test results including system testing, unit testing, user acceptance testing, regression, performance, and integration testing • Managing UAT logistics • Assisting with conflict resolution and decision-making • Managing communication, follow-up, and issue escalation
PRMP Responsibilities	PRMP will provide timely input into, and review and approval of, any related plans, artifacts, and/or documents, by knowledgeable staff with decision-making authority.
Primary Areas for Collaboration with the PgMO	The ePMO Vendor will communicate instances where defects are likely to have a global effect and will work with the PgMO on identifying PRMP and/or business owner resources which may be required to assist in the testing effort.

Table 11: Quality Management and Expertise

Service Area 9: Quality Management and Expertise	
Description and Objectives	The ePMO Vendor will monitor and manage the quality of the implementation process and the resulting solution. This will include evaluation of SLAs, DEDs, draft and final deliverables, and other related processes.
Time Frame	Ongoing
Common Work Products (Not Exhaustive)	<ul style="list-style-type: none"> • Quality Management Plan as described in the Deliverables Dictionary • Performance Management Plan as described in the Deliverables Dictionary • SLA Report as described in the Deliverables Dictionary • Updated documents and Plans as necessary
PMO Vendor Team Tasks	<ul style="list-style-type: none"> • Authoring and adhering to the project’s quality approach for implementation and operations • Developing artifacts (e.g., reports, dashboards) that highlight the quality goals of PRMP (and vendors), and the progress toward achieving and maintaining them
PRMP Responsibilities	PRMP will provide timely input into, and review and approval of, any related plans, artifacts, and/or documents, by knowledgeable staff with decision-making authority.
Primary Areas for Collaboration with the PgMO	The ePMO Vendor will work with the PgMO on facilitating Deliverable Expectation Document (DED) sign-off on SLA agreements. Additionally, the ePMO Vendor will work with the PgMO in identifying and escalating instances where SLAs and or items within approved DEDs have not been met.

Table 12: Communications Management and Expertise

Service Area 10: Communications Management and Expertise	
Description and Objectives	The ePMO Vendor will manage formal status reports, informal communications, and stakeholder participation and communications.
Time Frame	Ongoing
Common Work Products (Not Exhaustive)	<ul style="list-style-type: none"> • Weekly and monthly internal status reports as described in the Deliverables Dictionary • Input into the Monthly CMS Project Status Reports using any required CMS format and as described in the Deliverables Dictionary • Stakeholder Management Plan and Stakeholder Analysis • Communication Management Plan • Reports and communications for Commonwealth and Federal stakeholders • Updated documents and Plans, as necessary
PMO Vendor Team Tasks	<ul style="list-style-type: none"> • Scheduling meetings for all service areas and related meeting agendas and minutes • Implementing the Communication Management Plan • Ensuring communication to appropriate stakeholders beyond scheduled meetings as necessary • Tracking action items • Supporting PRMP in responding timely to requests for reports or information required by various federal or territory-related entities • Explaining requested modifications and enhancements in detail to allow the business entities to work with the Implementation Vendor to resolve such requests • Providing stakeholder coordination, engagement, and satisfaction by ensuring projects maintain open lines of communication and proper coordination across key project stakeholders and increase project manager and executive sponsor satisfaction with related activities as described in the Stakeholder Management Plan and Stakeholder Analysis • Managing preparation for any state and federal reviews, including but not limited to, helping prepare for the visit, preparing presentation documentation and material, and any other project-related documents needed • Ensuring production and review of materials occurs in a timely and thorough manner ensuring data reliability. Reports and information may be required the same day of request for certain inquiries. All information requested by federal and state agencies must be reviewed and approved by PRMP personnel who will submit directly to the requesting agency
PRMP Responsibilities	PRMP will provide timely input into, and review and approval of, any related plans, artifacts, and/or documents, by knowledgeable staff with decision-making authority.
Primary Areas for Collaboration with the PgMO	The ePMO Vendor will work with the PgMO on coordinating enterprise communications and aligning outreach activities to various stakeholders. The ePMO Vendor will work with the PgMO in developing material for the monthly CMS report and will work with the PgMO on any formal communication which require broad socialization.

Table 13: Change Management and Expertise

Service Area 11: Change Management and Expertise	
Description and Objectives	The ePMO vendor will develop and leverage a Change Management Plan to identify and manage changes in-scope, resources, schedule, and/or budget to complement the Implementation Vendor's Change Management Plan.
Time Frame	Ongoing
Common Work Products (Not Exhaustive)	<ul style="list-style-type: none"> • Change Management Plan as described in the Deliverable Dictionary • Change Request (CR) Forms • CR development, status, and review meetings with the service areas and related agendas and minutes • CR development, status, and review meetings with decision-makers and related agendas and minutes • Documents supporting CRs including, but not limited to, assessments, reports, and metrics • Updated documents and Plans as necessary
PMO Vendor Team Tasks	<ul style="list-style-type: none"> • Assessing (description, reason, impact) and responding to CRs • Managing communication, follow-up, and escalation • Providing standard and supporting documentation of changes • Overseeing and advising on effective CR review and objective decision-making • Overseeing and advising on review of the strategy and implementation of changes with an agreed-upon schedule, budget, and resources • Ensuring review and implementation of CRs in conformance with both the Implementation Vendor's and the ePMO's Change Management Plans
PRMP Responsibilities	PRMP will provide timely input into, and review and approval of, any related plans, artifacts, and/or documents, by knowledgeable staff with decision-making authority.
Primary Areas for Collaboration with the PgMO	The ePMO Vendor will work with the PgMO on identifying service areas which may require support in executing the Change Request process. The ePMO Vendor will work with PgMO on coordinating and facilitating the necessary socialization of CR and receiving requisite sign off from PRMP leadership.

Table 14: Certification Management and Expertise

Service Area 12: Certification Management and Expertise	
Description and Objectives	The ePMO Vendor will support PRMP, the PgMO, and the project implementation vendor in execution of certification activities by providing project management services to help achieve MES certification. The ePMO vendor will not be primarily responsible for facilitating or executing the certification effort; however, they will be asked to support PRMP, the PgMO, and the implementation vendor at times throughout the certification effort.
Time Frame	Prior to and during system certification efforts
Common Work Products (Not Exhaustive)	<ul style="list-style-type: none"> • Certification status meetings with service area teams and related agendas and minutes (may be integrated into existing status meetings) • Certification activities added to the Master Project Schedule • Certification activities added to the Project Work Plan • Supporting documents or artifacts necessary for certification activities, such as Operational Readiness Review (ORR) and Certification Review (CR) presentations and evidence • Regularly updated documents and plans as necessary
ePMO Vendor Team Tasks	<ul style="list-style-type: none"> • Supporting efforts to assure that the solution will achieve certification and meet CMS requirements for enhanced funding • Enabling knowledge transfer at closeout
PRMP Responsibilities	PRMP and/or the Implementation Vendor will lead the certification effort and provide the plans, artifacts, and/or documents.
Primary Areas for Collaboration with the PgMO	The ePMO Vendor will collaborate with the PgMO to plan for, monitor progress on, and execute on tasks related to certification.

Table 15: Transition to Maintenance and Operations Management

Service Area 13: Transition to Maintenance and Operations Management	
Description and Objectives	The ePMO Vendor will monitor and support planning and transition efforts to operations.
Time Frame	Ongoing
Common Work Products (Not Exhaustive)	<ul style="list-style-type: none"> • Turnover and Closeout Management Plan as described in the Deliverables Dictionary • Transition related meetings with the project and related agendas and minutes • Transition related meetings with decision-makers and related agendas and minutes • Updated documents and plans as necessary
PMO Vendor Team Tasks	<ul style="list-style-type: none"> • Supporting efforts to prepare for, and then transition the solution to operations • Enabling knowledge transfer at closeout
PRMP Responsibilities	PRMP will provide timely input into, and review and approval of, any related plans, artifacts, and/or documents, by knowledgeable staff with decision-making authority.
Primary Areas for Collaboration with the PgMO	The ePMO Vendor will work with the PgMO to identify and outline required milestones which are necessary for operational readiness and system go-live.

4.2. Required Terms and Conditions

A draft contract is provided in **Appendix 6: Proforma Contract Draft**, and it details PRMP’s non-negotiable terms and conditions, including tax requirements with which the selected 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. A copy of a draft Business Associate Agreement (BAA) is also included within **Appendix 6: Proforma Contract Draft**.

5. Evaluation of Offers

5.1. Rejection of Offers

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

PRMP will reject any response that does not meet the mandatory requirements listed in Attachment E: Mandatory Requirements.

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

5.2. Cost Scoring Formula

Each cost proposal will be scored by use of the following formulas for vendors who are selected to move forward to cost proposal evaluations:

Firm Fixed Fee for MMIS Phase III

Price Score = (Lowest price of all proposals) / (Price of proposal being evaluated) X 150

Average Hourly Cost

Price Score = (Lowest price of all proposals) / (Price of proposal being evaluated) X 150

5.3. Evaluation Process

Proposals will be evaluated in two (2) parts by a committee of three (3) 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 RFO 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. 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 course of the evaluation.

The vendor who demonstrates that it meets all of the mandatory requirements, is selected to move forward to cost evaluations, and attains the highest overall point score of all vendors shall be awarded the Contract.

5.4. 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 Requirements listed in Attachment E: Mandatory Requirements. Proposals passing the initial review will then be eligible to be evaluated and scored across five (5) global criteria, with each receiving a percentage of the overall total (1,050) points if oral presentations are requested. The technical evaluation will be based upon the point allocations designated below for a total of 750 of the 1,000 points. Cost represents 300 of the 1,050 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 700 of 1,000 total points. Cost will remain 300 of the 1,000 total points.

Table 16: Scoring Allocations

Scoring Area	Points Allocated
Global Criterion 1: Vendor Qualifications and Experience	150 Points Possible
Global Criterion 2: Project Organization and Staffing	250 Points Possible
Global Criterion 3: Approach to Statement of Work	300 Points Possible
Global Criterion 4: Orals Presentations (If Held)	50 Points Possible
Global Criterion 5: Cost Proposal	300 Points Possible
Total Points Possible if Oral Presentations are Requested	1,050 Points
Total Points Possible if No Oral Presentations are Requested	1,000 Points

5.5. Clarifications and Corrections

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

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

5.6. Failure to Meet Mandatory Requirements

Vendors must meet or exceed all mandatory requirements for the rest of their proposal to be scored against the technical requirements of this RFO. Proposals failing to meet one or more

mandatory requirements of this RFO may be disqualified and may not have the remainder of their technical or cost proposals evaluated.

5.7. Technical Bid Opening and Evaluation

At the technical bid opening, PRMP will open and announce the technical proposals received before the bid opening deadline. Once opened, the technical proposals will be provided to the evaluation committee for technical evaluation. The evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to PRMP detailing which proposals should move forward to cost proposal evaluations. Technical proposals will be posted for public inspection after technical and cost evaluations are complete, and the Notice of Award has been posted. See **Section 6.5: Contract Award Process** for additional details.

5.8. Cost Bid Opening and Evaluation

All cost bids received will be opened. 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.

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 PRMP.

5.9. Requests for More Information

PRMP may request oral presentations of vendors participating in the RFO process. See **1.3. RFO Schedule of Events** for details on the anticipated 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 and objectives of the RFO. 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:

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.

5.10. Reference Checks

PRMP may conduct reference checks to verify and validate the past performance of the vendor and its proposed subcontractors. Refer to Table 22: Vendor References in **Attachment C: Vendor Qualifications and Experience** for the list of vendor references. Refer to Table 22 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

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

6.2. Cost Negotiations

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

6.3. Contract Negotiations

PRMP may elect to negotiate with one or more vendors by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. PRMP reserves the right to conduct multiple negotiation rounds or no negotiations at all.

6.4. Failure to Negotiate

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

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

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

The Notice of Award shall not create rights, interests, or claims of entitlement in either the apparent best-ranked vendor or any other vendor.

The vendor identified as offering the apparent best-ranked response must sign a contract drawn by PRMP pursuant to this RFO. The contract shall be similar to that detailed within **Appendix 6: Proforma Contract Draft**. The vendor must sign the contract by the contract signature deadline detailed in 1.3. RFO Schedule of Events. If the vendor fails to provide the signed contract by this deadline, PRMP may determine that the vendor is non-responsive to this RFO and reject the response.

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

If PRMP determines that a response is non-responsive and rejects it after opening cost proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive cost proposal to determine (or re-determine) the apparent best-ranked response.

6.6. Contract Approval and Contract Payments

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

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

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.

PRMP shall not be liable for payment of any type associated with the contract resulting from this RFO (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 RFO.

6.7. 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 perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the Commonwealth.

The Service-Level Agreements (SLAs) and Performance Standards contained herein cover the SOW stipulated in this RFO and the resulting Contract. The vendor should consistently meet or exceed performance specifications classified as SLAs between the vendor and PRMP, and are subject to specific requirements, identified in **Appendix 2: Service Level Agreements (SLAs) and Performance Standards**. This section of the RFO 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 Key Performance Indicators (KPIs) may be added or adjusted by mutual agreement during the term of the Contract to align with business objectives, organizational objectives, and technological changes. The vendor will not be liable for any failed SLAs caused by circumstances beyond its control and that could not be avoided or mitigated through the exercise of prudence and ordinary care, provided that the vendor immediately notifies PRMP in writing, takes all steps necessary to minimize the effect of such circumstances, and resumes its performance of the services in accordance with the SLAs as soon as possible.

The vendor should deduct any amount due as a result of the SLAs from their payments, 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. PRMP reserves the right to seek any other remedies under the Contract.

6.8. Travel

The Commonwealth will not compensate the Vendor for expenses related to travel, lodging, or meals.

6.9. Facilities Access

PRDoH will provide the ePMO Vendor with an office space to support an on-site team of six people.

7. Attachments

7.1. 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 PRMP's Cost Workbook. The Cost Proposal must be submitted separately from the Technical Proposal. **Be advised, 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 PRMP to assess the reasonableness of the vendor's cost for each defined component of the project. The vendor's Cost Proposal should be inclusive and complete for each area identified in **Attachment A: Cost Proposal – Cost Workbook** and for the project overall.

For the purposes of fair, comparative evaluation of the Cost Workbook, the vendor should complete the Cost Proposal as if they will staff and run an ePMO with one initial assigned project – the MMIS Phase III implementation. The Cost Proposal should be built assume that the Phase III Implementation Project will last two years. For additional details on the scope Phase III project, visit the Phase III procurement site (<https://www.medicaid.pr.gov/Home/PRMMIS/>).

NOTE: The above assumptions are for evaluation purposes only. They should not be used to plan for actual staffing. See Section 3.1 of this RFO for assumptions related to actual staffing expectations.

The vendor must also provide a rate card (provided in the Cost Workbook) for staff. These hourly rates will be used for all additional MES projects assigned. These roles and rates will be the only roles and rates used that will be allowable during the contract period. Hourly rates may increase over the contract term, however they may not increase for any role, or as an average rate, by more than 3% per year.

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

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

7.2. 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, how to include subcontractor letters, and table of contents.

1. Title Page

The vendor should include a title page stating the vendor's intent to bid for this RFO. 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 of the vendor response. This person should also be the person PRMP should contact for questions and/or clarifications.

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

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

In addition to providing a signature to **Section 6.5: Disclosure of Proposal Contents** in the RFO, 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 RFO are current, complete, and accurate.
2. The vendor's response meets the requirement of this RFO.
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. 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 RFO, 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.
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 in compliance 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 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 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 PRMP should direct payments for the goods and services within this RFO.

Table 17: 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 PRMP should send legal notices.

Table 18: 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 [1] to three [3] 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 goods and services described in the RFO; time frame for delivering the goods and services; the proposed team; and the key advantage(s) of the vendor’s proposal to PRMP.

<Response>

4. Subcontractor Letters (If Applicable)

If applicable, for each proposed subcontractor the vendor should attach to **Attachment B: Title Page, 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, 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 RFO, and will comply with the requirements of the RFO.
- 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 PRMP, will be given equivalent information concerning cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, PRMP may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual vendor pricing. During target price negotiations, vendors are not obligated to reduce their pricing to target prices, but no vendor is allowed to increase prices.

All materials submitted to PRMP in response to this RFO 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 prevent public disclosure of the “Trade Secret.” A redacted version of the technical proposal must be provided to PRMP at the time of proposal submission if there are “trade secrets” the proposing Vendor wishes to not be made public.

A redacted proposal should be provided separately from the technical and cost envelopes and should be in addition to (not in place of) the actual technical or cost proposal. PRMP will keep all response information confidential, including both technical and cost information, during the evaluation process, except for the questions and answers before the submittal of proposals.

Upon completion of response evaluations, indicated by public release of a Notice of Award, the responses, and associated materials will be open for review on the website or at an alternative

location as defined by PRMP. Any trade secrets notified by the vendor to the Solicitation Coordinator will be excluded from public release.

By signing below, I certify that I have reviewed this Request for Offers (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 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)

7.3. 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.

1. 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.

Vendors are NOT to change any of the pre-filled cells in the following tables.

Table 19: 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>
Percentage of Revenue from IT Design and Implementation Services	<Response>
Number of Years in Business	<Response>

Vendor Overview	
Number of Years Vendor has been Providing the Type of Services Specified in the RFO	<Response>
Number of Employees Providing the Type of Services Specified in the RFO	<Response>
Headquarters in the United States	<Response>
Locations in the United States	<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 20: Subcontractor Overview

Subcontractor Overview	
Company Name	<Response>
Name of Parent Company (if applicable)	<Response>
Industry – North American Industry Classification System (NAICS)	<Response>
Type of Legal Entity	<Response>
Company Ownership (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>

Subcontractor Overview	
Percentage of Revenue from IT Design and Implementation Services	<Response>
Number of Years in Business	<Response>
Number of Years Vendor Has Been Providing the Type of Services Specified in the RFO	<Response>
Number of Employees Providing the Type of Services Specified in the RFO	<Response>
Headquarters in the United States	<Response>
Locations in the United States	<Response>

2. Mandatory Qualifications

This section details the mandatory qualifications. The vendor must complete this section to demonstrate that it has the experience needed to meet the requirements in this RFO. The table below lists each mandatory qualification, the vendor must note whether it meets the qualification and provide narrative demonstrating fulfillment of the requirement. The vendor must list each project experience separately and completely every time it is referenced.

Table 21: Mandatory Qualifications

Mandatory Qualification Item(s)	Vendor Meets?		Provide A Brief Narrative to Demonstrate Fulfillment of Requirement
	YES	NO	
The vendor must have at least six (6) years of experience in establishing and maintaining a project management office of similar size, scope, and complexity as described in this RFO.	YES	NO	<Response>
The vendor must demonstrate at least three (3) years' experience in Medicaid and Health and Human Services.	YES	NO	<Response>
The vendor must include at least three (3) references from projects performed within the last three (3) years that demonstrate the vendor's ability to perform the scope of work described in the RFO. Vendors may only use one (1) reference per project performed.	YES	NO	<Response>

3. Existing Business Relationships with Puerto Rico

Describe any existing or recent (within the last five [5] years) business relationships the vendor or any of its affiliates or proposed subcontractors have with PRMP, and/or Puerto Rico's municipalities.

<Response>

4. 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 (5) years. If the vendor is a subsidiary, submit information for all parent companies. If the vendor uses subcontractors, associated companies, or consultants that will be involved in any phase of this project, each of these entities will submit this information as part of the response.

<Response>

5. References

The vendor must provide references for projects completed in the past. PRMP may conduct reference checks to verify and validate the past performance of the vendor and its proposed Subcontractors.

5.1 Vendor (Prime) References Form

Include at least three (3) references from projects performed within the last three (3) years that demonstrate the vendor's ability to perform the scope of work described in this RFO. PRMP prefers references from three (3) different clients/projects to demonstrate experience; however, this is a not a requirement.

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 22: Vendor References

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

Vendor Information			
Customer Address:		Contact Phone:	
		Contact Email:	
Project Information			
Total Vendor Staff:			
Project Objectives:			
Project Description:			
Vendor's Involvement:			
Project Benefits:			
Key Personnel			
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 Project One-time Costs:		Actual Project 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 & Completion Dates:	From:		To:
Actual Start & Completion Dates:	From:		To:
Reason(s) for the difference between Estimated and Actual dates:			

Vendor Information
<p>If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities:</p>

5.2 Subcontractor References (If Applicable)

If the vendor’s proposal includes the use of subcontractor(s), provide three (3) references for each subcontractor. **The Commonwealth prefers references that demonstrate where the prime and subcontractors have worked together in the past.**

Table 23: 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:	
Project Objectives:	
Project Description:	
Vendor’s Involvement:	
Project Benefits:	
Key Personnel	
Name: (Add more rows as needed)	Role: (Add more rows as needed)

Subcontractor Information				
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 & Completion Dates:	From:		To:	
Actual Start & 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:				

7.4. Attachment D: Project Organization and Staffing

This section will provide instructions to vendors to submit their overall approach to staffing the project using **Attachment D: Project Organization and Staffing**.

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

For ease of formatting and evaluation, **Attachment D: Project Organization and Staffing** provides the required outline for the vendor's response to staffing. The vendor's response to the following should not exceed 25 pages, excluding key personnel resumes and the forms provided in this attachment.

Please refer to **Appendix 3: Staff Qualifications, Experience, and Responsibilities** of the RFO for the details pertaining to staff qualifications, experience, and responsibilities.

1. Initial Staffing Plan

As part of the vendor's bid response, the vendor should provide an Initial Staffing Plan. In addition to the requirements described in **Attachment E: Mandatory Requirements** the vendor's narrative description of its proposed Initial Staffing Plan should include the following:

- A description of the vendor's proposed project team that exhibits the vendor's ability and capability to provide knowledgeable, skilled, and experienced personnel to accomplish the Scope of Work (SOW) as described in this RFO.
- Organization charts for the project showing both the vendor staff and their relationship to PRMP staff that will be required to support the project. The organization chart should denote all key staff and non-key positions for this project, and a summary of each key staff member's responsibilities.
- Identification of subcontractor staff, if applicable.

<Response>

2. Use of PRMP Staff

Describe the business and technical resources 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 PRMP support required in terms of staff roles and percentage of time available.
- Assistance from PRMP staff and the experience and qualification levels of required staffing.

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

<Response>

3. Key Staff, Resumes, and References

Key staff consist of the vendor's core project team for the project. These resources are responsible for providing leadership and creating the standards and processes required for the various projects the e-PMO Vendor will help support. 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 contract's success.

Due to the nature of the work, PRMP is requesting a scaled staffing approach so that ePMO staffing levels can easily flex in accordance with short and long-term project needs. Vendors should show that they are able to provide staffing levels as described in Section 3.1.

PRMP has identified two distinct staffing groups and has identified example roles which at a minimum will be required to ensure ongoing ePMO success. Key Staff, including resumes and references, should be included in the Vendor's proposal for the MMIS Phase III project and the continuation of the MEDITI3G project. In addition, the Vendor should demonstrate its ability to quickly add additional resources through resumes and staff profiles that could be available upon request from PRMP.

These roles that PRMP expects the Vendor to propose are:

Key ePMO Staff

- Account Manager
- Lead Project Manager
- Business Lead/Subject Matter Experts (SMEs)
- Business Analyst(s)

Project Staff for each project

- Business Lead(s) / SME(s)
- Project Manager
- Business Analyst(s)

The ePMO Vendor must staff each project with at least one (1) resource who is fully bilingual in Spanish and English. Additionally, at least one key staff must be fluent in both Spanish and English. Additional qualifications, experience, and responsibilities for each key staff role are defined in **Appendix 3: Staff Qualifications, Experience, and Responsibilities**.

3.1 Resumes

PRMP considers the staff resumes (especially key project staff) as a key indicator of the vendor’s understanding of the skill sets 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 (3) pages and must demonstrate experience relevant to the position proposed. If applicable, resumes should include work on projects cited under the vendor’s corporate experience, and the specific functions performed on such projects. Copies of diplomas, licenses, and credentials are encouraged but are not required, and are not subject to the 3-page limit. Clearly identify which of the staff listed are designated as key staff.

Table 24: Proposed Staff and Roles

Name	Proposed Role	Experience in Proposed Role

<Response>

3.2 Key Staff References

The vendor should provide two (2) references for each proposed key staff. The reference should be able to confirm that the staff has successfully demonstrated performing tasks commensurate to the tasks they will perform for this project.

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 co-worker or a contact within the vendor’s organization. PRMP may contact one or more of the references given and the reference should be aware that PRMP may contact them for this purpose.

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

Table 25: Key Staff References

Key Personnel Reference Form			
Key Personnel Name:		Proposed Role:	
Reference 1			
Client Name:		Client Address:	
Contact Name:		Contact Title:	

Contact Phone:		Contact Email:				
Project Name:			Start Date:	MM/YYYY	End Date:	MM/YYYY
Project Description:						
Project Role and Responsibilities:						
Reference 2						
Client Name:		Client Address:				
Contact Name:		Contact Title:				
Contact Phone:		Contact Email:				
Project Name:			Start Date:	MM/YYYY	End Date:	MM/YYYY
Project Description:						
Project Role and Responsibilities:						
Reference 3						
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:						

7.5. Attachment E: Mandatory Requirements

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

Instructions: The mandatory requirements 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 requirements may result in their disqualification of the proposal at the sole discretion of PRMP. The term “must” stipulates and identifies a mandatory requirement. The vendor is to demonstrate compliance with mandatory requirements in their proposal. If the vendor’s proposal meets the mandatory requirements, the vendor’s proposal may be included in the cost evaluation of this RFO. For mandatory requirements that involve documentation, vendors should include that documentation with their technical proposal. Any documentation for mandatory requirements not supplied with their technical proposal must be submitted before contract execution. When appropriate, the vendor’s proposal must provide narrative responses addressing the area listed below:

1. The vendor must provide the right of access to systems, facilities, data, and documentation to PRMP or its designee to conduct audits and inspections as is necessary.
2. The vendor must support PRMP’s requests for information in response to activities including, but not limited to:
 - a. Compliance audits
 - b. Investigations
 - c. Legislative requests
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.
4. The vendor must agree to comply with current and future PRMP and federal regulations as is necessary to support this RFO.
5. The vendor must help ensure that all applications inclusive of internet, intranet, and extranet applications 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.
6. The vendor must perform according to approved SLAs and identified KPIs with associated metrics in the areas listed in Appendix 2: Service-Level Agreements and Performance Standards.
7. The vendor must initially submit and then update deliverables as is detailed within the RFO, as is necessary for project success, and at the request of PRMP.
8. The vendor must submit updated deliverables for PRMP’s approval based on the Project Schedule and Work Plan.
9. 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)

10. The vendor must comply with federal Executive Order 11246 related to Equal Employment Opportunity Act, the Clean Air Act, and the Clean Water Act.
11. The vendor must perform all work associated with this contract within the continental United States (U.S.) or U.S. Territories.
12. The vendor must serve as a trusted partner to PRMP and represent PRMP's interests in all activities performed under the resulting contract.
13. The vendor must serve as a trusted partner to MES Vendors in alignment with the requirements set forth in this RFO.
14. The vendor must, at a minimum, include the standard invoice package contents for 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 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 PRMP with a summary, for time and materials related costs, of hours for services rendered inside and outside Puerto Rico as well as outside Puerto Rico for each vendor resource
 - c. Provide PRMP with a list of all deliverables and project services completed within an invoice period, as well as evidence that the PRMP has accepted and approved the work
 - d. Provide PRMP with three (3) physical and one (1) electronic invoice packages in support of the PRMP's review and approval of each invoice
 - i. Invoice Package #1 – Original Signature
 - ii. Invoice Packages #2 - #3 – Hard Copy
 - iii. Invoice Package #4 – Electronic
15. The vendor must use industry-standard project management standards, methodologies, and processes to help ensure the project is delivered on time, within scope, within budget, and in accordance with PRMP's quality expectations. PRMP utilizes the Project Management Institute® (PMI®) Project Management Body of Knowledge (PMBOK®) methodology.
16. The vendor must provide increased staffing levels if requirements, timelines, quality, or other standards are not being met, based solely on the discretion of and without additional cost to PRMP. In making this determination, PRMP will evaluate whether the vendor is meeting deliverable dates, producing quality materials, consistently maintaining high quality and production rates, and meeting RFO standards without significant rework or revision.
17. The vendor must agree that PRMP retains ownership of all data, procedures, applications, licenses, and materials procured or developed during the contract period.
18. The vendor must provide evidence that staff have completed all necessary forms prior to executing work for the contract.
19. The vendor staff must not have the capability to access, edit, and share personal information data, with unauthorized solution users, including but not limited to:

- a. Protected Health Information (PHI)
- b. Personally Identifiable Information (PII)
- c. Financial Transaction Information
- d. Social Security Administration (SSA) data including, but not limited to: family, friends, and acquaintance information

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

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

7.6. Attachment F: Response to Statement of Work

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

Instructions: The responses to each part of the statement of work are required as part of the submitted proposal. Responses will be scored as part of the Technical Proposal Evaluation. The text response to each section in this Attachment must be one (1) page or less. The vendor may also add up to an additional one (1) page of images or diagrams for each response. Responses beyond one (1) page of text and two (2) pages including images and diagrams will not be reviewed.

1. Approach to Scope and Requirements Management and Expertise

Describe the vendor's approach to performing these services as described in **4. Statement of Work** of this RFO.

<Response>

2. Approach to Deliverables Management and Expertise

Describe the vendor's approach to performing these services as described in **4. Statement of Work** of this RFO.

<Response>

3. Approach to Time and Schedule Management and Expertise

Describe the vendor's approach to performing these services as described in **4. Statement of Work** of this RFO.

<Response>

4. Approach to Human Resources Management and Expertise

Describe the vendor's approach to performing these services as described in **4. Statement of Work** of this RFO.

<Response>

5. Approach to Risk and Issues Management and Expertise

Describe the vendor's approach to performing these services as described in **4. Statement of Work** section **4. Statement of Work** of this RFO.

<Response>

6. Approach to Budget and Cost Management and Expertise

Describe the vendor's approach to performing these services as described in **4. Statement of Work** of this RFO.

<Response>

7. Approach to Integration Management and Expertise

Describe the vendor's approach to performing these services as described in **4. Statement of Work** of this RFO.

<Response>

8. Approach to Testing Management and Expertise

Describe the vendor's approach to performing these services as described in **4. Statement of Work** of this RFO.

<Response>

9. Approach to Quality Management and Expertise

Describe the vendor's approach to performing these services as described in **4. Statement of Work** of this RFO.

<Response>

10. Approach to Communications Management and Expertise

Describe the vendor's approach to performing these services as described in **4. Statement of Work** of this RFO.

<Response>

11. Approach to Change Management and Expertise

Describe the vendor's approach to performing these services as described in **4. Statement of Work** of this RFO.

<Response>

12. Approach to Certification Management and Expertise

Describe the vendor's approach to performing these services as described in **4. Statement of Work** of this RFO.

<Response>

13. Approach to Transition to Maintenance and Operations Management

Describe the vendor's approach to performing these services as described in **4. Statement of Work** of this RFO.

<Response>

7.7. Attachment G: Terms and Conditions Response

This section describes the Terms and Conditions of the RFO, the PRMPs expectations of vendors, and compliance with federal procedures.

1. Title Page

The vendor should review **Attachment G: 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 G: Terms and Conditions Response** of the RFO but raised during contract negotiations, PRMP reserves the right to cancel the negotiation if, at its sole discretion, it deems that to be in the best interests of PRMP.

2. RFO Terms and Conditions

RFO Terms and Conditions consist of provisions throughout this RFO. Moreover, these provisions encapsulate instructions, State and federal procedures, and PRMP's expectations of the vendor when submitting a proposal. The vendor should understand and strictly adhere to the RFO Terms and Conditions. Failure to follow any instructions within this RFO may, at 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 RFO Terms and Conditions.

a. Printed Name / Signature of Authorized Personnel

b. Date

3. Customary Terms and Conditions

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

- **Appendix 3: Service-Level Agreements and Performance Standards**
- **Appendix 6: Proforma Contract Draft** *inclusive of 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 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 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 G: 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 RFO.

- **Attachment E: Mandatory Requirements**
- Prior to the Contract resulting from this RFO is signed, the successful 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 Internal Revenue Unified System (SURI). 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 Contractor is exempt from this registration requirement in the SURI system. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For more information, please refer to the PR Treasury Department’s web site <http://www.hacienda.pr.gov>
- Prior to the Contract resulting from this RFO is 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 coverages meeting minimum requirements as specified by this RFO. 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 6: Proforma Contract Draft**.
- A performance bond may be required for this RFO.
- **Appendix 2: Service-Level Agreements and Performance Standards**
- **Appendix 6: Proforma Contract Draft** inclusive of HIPAA Business Associate Agreement

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

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 project. Failure to provide the applicable vendor terms, if any, as part of the RFO response may result in rejection of the vendor’s proposal.

Instructions: Identify and explain any exceptions to PRMP’s terms and conditions using the tables provided below, adding tables, as needed. If no changes are listed, the vendor is indicating 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 Requirements and Terms noted in this RFO are non-negotiable.

- The vendor may add additional tables, as appropriate.
- Do not submit vendor’s Standard Terms and Contracting Provisions in lieu of stipulating exceptions below.
- Making revisions to PRMP statutes and regulations is prohibited.
- PRMP has no obligation to accept any exception(s).

6.1 Exception #1 – <Insert Title of Provision>

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 RFO Response
NOTES/COMMENTS: <FOR PRMP USE ONLY>		

6.2 Exception #2 – <Insert Title of Provision>

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 RFO Response
NOTES/COMMENTS: <FOR PRMP USE ONLY>		

8. Appendices

8.1. Appendix 1: Deliverables Dictionary

The Deliverables Dictionary provides a high-level description of each deliverable included in this RFO. Please 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 project integration and collaboration with project stakeholders. The vendor should be prepared to collaborate with PRMP, PgMO, other Puerto Rico government entities, other project vendors, and other project stakeholders as directed by PRMP on the development, submission, and (at times) approval of project deliverables. The ePMO Vendor must be able to produce specific documents in both English and Spanish, at PRMP’s request.

All deliverables produced, maintained, and reviewed by the vendor must be done so with the goals of encouraging reuse and maintaining consistency of content, format, methodologies, and development / review / approval processes. The vendor should attempt to maintain consistency and encourage reuse across projects, and throughout the Medicaid Enterprise. In addition, all deliverables across the portfolio must be developed and reviewed for portfolio-level coherence. All deliverables should follow Project Management Institute® (PMI®) and PMBOK® best practices, unless otherwise stated and approved by PRMP.

Table 26: Deliverable Dictionary Summary

Deliverable Name	Quantity	Time of Delivery/Delivery Cadence
Kickoff Meeting	1	15 business days of contract award
Deliverable Expectations Document (DED)	1 per each deliverable	Approval prior to work on the deliverable
Project Management Plan <ul style="list-style-type: none"> ▪ Change Management Plan* ▪ Communication Management Plan* ▪ Cost Management Plan* ▪ Deliverable Management Plan* ▪ Documentation Management Plan* ▪ Performance Management Plan* ▪ Project Work Plan* ▪ Quality Management Plan* ▪ Risk and Issues Management Plan* ▪ Schedule Management Plan* ▪ Scope Management Plan* ▪ Staffing Management Plan* ▪ Stakeholder Management Plan and Stakeholder Analysis* 	1	Initial Project Management Plan within thirty (30) calendar days of contract award PRMP-approved Project Management Plan within sixty (60) calendar days of contract award Ongoing quarterly updates and submissions

Deliverable Name	Quantity	Time of Delivery/Delivery Cadence
Risk and Issue Register	1	30 days after contract award; ongoing updates
Master Project Schedule	1	30 days after contract award
Meeting Agendas	1 per meeting attended	Two business days prior to the meeting
Meeting Minutes	1 per meeting attended	Two business days after the meeting
Monthly CMS Project Status Report	1 per month	The 5 th of every month
Monthly Project Status Report	1 per month	The 5 th of every month
Weekly Project Status Report	1 per week	Weekly
SLA Report	2 per month	Biweekly (every two weeks) on the 1 st and 15 th of each month
RACI Matrix	1	30 days after contract start
Roadmap/Timeline	Input as needed and requested by PRMP	Input as needed and requested by PRMP
Turnover and Closeout Management Plan <ul style="list-style-type: none"> ▪ Turnover Results Report* 	1	120 days of contract start and updated two months prior to closeout

Note: Deliverables marked with an asterisk (*) are sub-deliverables within other deliverables.

1. Kickoff Meeting

The kickoff meeting should be attended by all key personnel on the ePMO team and may be attended by all ePMO staff. This meeting is an opportunity for the ePMO team to meet and introduce themselves to Puerto Rico staff and present their overall project approach and initial project activities, including, but not limited to:

- Project schedule
- Status reporting
- Communication approach
- Quality management strategies

2. Deliverable Expectations Document (DED)

Unless waived in writing by PRMP, the ePMO Vendor will develop DEDs and secure approval from PRMP for each deliverable before starting work on that deliverable. The associated deliverables must adhere to a previously approved DED. The DED shall include, but not be limited to:

- A brief overview defining the purpose of the deliverable and how it fits within the overall completion of the project. Indicate if there are prerequisite tasks and subsequent tasks
- Description of the deliverable’s objectives and scope
- Discussion of the intended audience

- A brief explanation of the tasks, activities, and methods to be used to develop the deliverable. If appropriate, include a process flow diagram
- Assumptions or constraints on the development of the deliverable
- The specific industry and/or government standards which must be observed
- The specific requirements for this deliverable from the RFO, Statement of Work, and/or Contract
- Any required templates, diagrams, tables, or specific content required for this deliverable
- The specific acceptance criteria for the deliverable
- The key activities and due dates in the preparation and review of this deliverable
- If the deliverable is expected to be updated periodically, the proposed schedule of updates and tentative time frames
- The specific resources expected to be involved in deliverable preparation and review. Estimate the amount of time required from each key resource, particularly for any sponsor, user, or stakeholder staff involved. If appropriate, list the specific skill or knowledge required

3. 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 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 encompasses all vendors' tasks, responsibilities, and supporting activities related to project implementation. The Project Management Plan must leverage and harmonize other relevant project management plans, including PRMP's past and existing project management plans and Implementation Vendor project management plans, at the direction of PRMP. Relevant PRMP project management plans will be supplied after contract execution. The Project Management Plan must be extensible, sharable, and integrated with other projects should PRMP undertake additional projects with the same or different vendors such that PRMP has a consolidated and integrated view of each and all projects in a single view.

The vendor will follow project management methodologies consistent with Commonwealth and PRMP guidelines, the Software Development Life Cycle (SDLC), and the PMBOK®.

- The vendor will maintain the Project Management Plan as needed to reflect changes in any of the plan's components throughout the contract.
- The vendor will submit an initial Project Management Plan within thirty (30) calendar days of contract award.
- The vendor will submit a PRMP-approved Project Management Plan, including all sub-plans, within sixty (60) calendar days of contract award.

- The vendor will submit Project Management Plan review and updates for PRMP approval quarterly.
- Included as part of the Project Management Plan are 12 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, is an independent deliverable that will require PRMP review and approval.

3.1. Change Management Plan

- The vendor should submit the Change Management Plan 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 PRMP and the vendor.
- The Change Management Plan describes:
 - Establishment of a 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 CRs by type
 - Processes for documenting, reviewing, requesting, and approving, or denying requests
 - Processes for performing potential and actual impact analyses for each CR
 - 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 RFO

3.2. 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 the project's 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 towards collaboration with PgMO and other MES Vendors

3.3. 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 project budget throughout the project. The Cost Management Plan is a form of management accounting that enables a project to predict impending expenditures with the intent of reducing the chances of going over budget.
- The Cost Management Plan 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 PRMP

3.4. Deliverable Management Plan

- The Deliverable Management Plan describes how the ePMO implements the deliverable and artifact management approach to help ensure expectations, requirements, and content associated with each deliverable and artifact are clearly defined and agreed upon in advance of actual delivery.
- Applicable deliverables for this plan include ePMO Vendor deliverables, Implementation Vendor deliverables, and any partner entity deliverables that will affect the schedule and quality of the implementation.
- The Deliverable Management Plan documents the review cycle and approach to deliverable approval.

3.5. Documentation Management Plan

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

3.6. Performance Management Plan

- The Performance Management Plan will address how the vendor will measure the performance of project activities by PRMP, the System Integrator (SI), additional Puerto Rico government agencies, and service providers.

3.7. 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 PRMP for its review during the project initiation phase. The draft should be in PDF and Microsoft Excel® formats, and will include a template of the Burn-Down Chart if appropriate to the project's SDLC.
- After the revision of the draft Project Work Plan by the vendor based on PRMP review and approval, it should be baselined by the vendor and resubmitted to PRMP before the conclusion of project initiation activities.
- The Project Work Plan should include, but not be limited to:
 - 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 PRMP. The Project Work Plan should be maintained throughout the life of the project to reflect the accurate status of the project. The Project Work Plan should be updated and submitted to PRMP on at least a biweekly (every other week) basis. Burn-Down Charts should be produced as part of periodic updates and reporting if appropriate to the vendor's SDLC.

3.8. 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 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.
- Quality Control (QC) activities monitor and verify that project deliverables meet defined quality standards.
- Quality Assurance (QA) activities monitor and verify that the processes used to manage and create the deliverables are followed and effective.
- 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 process
 - Disciplined deliverable review process
 - Regularly scheduled reviews of key project phases and milestones

3.9. 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 PRMP's project management methodology.

- The vendor's Risk and Issue Management Plan should describe the approach used to monitor, manage, and report project risks and issues in accordance with SLAs, and should include, but not be limited to:
 - 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
 - Corrective Action Plan (CAP) methodology
 - Identification, escalation, and documentation of risks and issues
 - PRMP-approved response times for notifying and updating PRMP

- As part of the Risk and Issue Management Plan, the vendor will create, document, and maintain all project risks and issues in a Risk and Issue Register and propose at least one viable 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 PRMP of each occurrence within the time frame defined by PRMP
 - Submit an Incident Report for each occurrence that identifies and describes the issue, its impact, associated communication, escalation, reporting, resolution, and planned corrective action
 - Track risk and issue management based on established metrics

3.10. *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 schedule management 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
- Maintenance of the project WBS that decomposes project tasks down to the work-package level
- 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

3.11. *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
 - Description of how the project scope will be defined, developed, and controlled, including details of risks, constraints, and assumptions
 - Identified DDI and project management requirements, their location, tools for managing and testing, as well as items that are in-scope and out-of-scope and their prioritization
 - Defined process for continually monitoring and managing all project requirements

- Dependencies between the scope items, and risks associated with the inclusion and removal of items from the scope
- Defined process used to modify project scope (also see the Change Management Plan)

3.12. 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 monitoring and managing qualified human resources across the project and describes how the roles, responsibilities, and reporting relationships will be structured and addressed in support of the project and operations.
- The Staffing Management Plan should include—but not be limited to—the following as they pertain to staff acquisition, management, and termination:
 - Organizational chart for the project, identifying all staff across vendors to be used for each phase of the project and identifying on-site staff, off-site staff, and subcontractors
 - The vendor should help ensure that the project table of organization is updated within five (5) business days of any staffing changes and stored in a location accessible to PRMP

3.13. 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 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 PRMP resources.

4. Risk and Issue Register

The vendor should provide a list of project risks with mitigation plans for each. The vendor should maintain the Risk and Issue Register throughout the life cycle of the project in accordance with the approach detailed in the Risk and Issue Management Plan.

This deliverable is intended to be supplemental to the Risk and Issue Management Plan.

The Risk and Issue Register should include, but not be limited to:

- Descriptions of project risks and issues to include, but not be limited to:
 - Risk and issue triggers
 - Probability of the risk or issue impacting the project
 - Level of impact the risk or issue would have on the project
 - 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 risks and issues are opened, closed, and/or escalated
- Target resolution dates
- Risk and/or issue owner(s)
- Relevant stakeholders and decision-makers
- Recommended mitigation plans proposed by the vendor to PRMP
- Mitigation plans as agreed to by PRMP and the vendor
- Updates for each new and open risk or issue, including, but not limited to progress toward resolving the risk or issue and any other developments related to risks and issues

5. Master Project Schedule

The Master Project Schedule is the ongoing forecast of all project activities. The Master Project Schedule covers all project work for the project. The Master Project Schedule should contain activities for the ePMO Vendor, Implementation Vendor, PRMP, PgMO, and any other project service providers. The Master Project Schedule will be created and regularly updated according to an update plan established by the ePMO Vendor.

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 WBS. The Master Project Schedule identifies the start and end dates, durations, work estimates, resources, predecessors, and successors for each task, deliverable, and milestone.

The Master Project Schedule must be extensible, sharable, and integrated with other projects should PRMP undertake additional projects with the same or different vendors such that PRMP has a consolidated and integrated view of each and all project schedules in a single view.

The Master Project Schedule should comply with PMI® and industry best practices, and at a minimum include the following:

- Detailed tasks and timelines
- The WBS
- Dependencies
- 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 PRMP acceptance, including the proposed acceptance period for the deliverable

The following guidelines should be used when creating or updating the Master Project Schedule:

- Project schedules and schedule updates should be provided by all service providers
- All milestones and deliverables should be at the same specific WBS level
- All tasks necessary to complete each milestone and deliverable are identified
- Responsibilities for tasks and deliverables are clearly identified
- Critical path(s) are identified
- Interdependencies are identified based on the defined syntax

The vendor should revise the Master Project Schedule delivered as part of the vendor proposal to deliver the initial, complete Master Project Schedule to PRMP within 30 days after contract award. The Master Project Schedule should be baselined upon initial approval of this deliverable by PRMP. At a minimum, the Master Project Schedule should be updated biweekly and delivered in Microsoft Project® and PDF format as a part of the Weekly Project Status Report. The vendor should submit a document that details the changes made to the Master Project Schedule since the prior submitted version.

6. Meeting Agendas

The vendor will prepare the agendas and distribute each agenda and any documents to be addressed at the meeting at least one (1) business days before the meeting, unless waived by PRMP. All agendas will include, but not be limited to:

- Name of the meeting or workgroup
- Date which the meeting will occur
- Time which the meeting will occur
- Room number for the location of the meeting
- Phone number when there is need for an in-conference line
- Passcode if needed for participants to access the in-conference line
- Names and roles of the attendees
- Name and role of the note taker
- Name and role of the meeting facilitator
- Desired outcomes of the meeting
- Agenda topics and details
- Start and end times of specific agenda items

- Meeting notes section
- Resource section, such as a team SharePoint site, shared folder, website references, or other materials reviewed during the meeting

7. Meeting Minutes

The ePMO Vendor will publish and distribute to attendees meeting minutes after each meeting it leads or attends, regardless of who initiated/scheduled the meeting. Meeting minutes will include

- Attendees
- General notes of the meeting discussion
- Decisions
- Action items

The ePMO Vendor will publish meeting minutes for PRMP review no later than two (2) business days after the meeting, unless waived by PRMP.

8. Monthly CMS Project Status Report

The ePMO Vendor will use a PRMP-defined structure for reporting on each project's status that will be compiled by the PgMO into a monthly CMS Project Status Report. These reports support and document all DDI activities performed or scheduled during the briefing period.

The ePMO Vendor will need to provide at least the following information to be included in the Monthly CMS Project Status Report, as directed by the PgMO:

- Weekly Risk and Issue Report
- Deliverables Schedule
- CR Status Report
- Test Reports
- Information Security Reports

9. Monthly Project Status Report

The vendor will produce a Monthly Project Status Report that summarizes data from the weekly reports, including executive summaries for presentation to management and oversight bodies (See Weekly Project Status Report for additional details). The format for these reports will be provided by the PRMP PgMO and will be structured in a format that can be compiled by the PgMO into a PRMP Monthly Program Status Report. The ePMO Vendor will work collaboratively with the PgMO to maximize the efficiency and efficacy of this report and its use in the Monthly Program Status Report.

10. Weekly Project Status Report

The Weekly Project Status Report is a recurring deliverable for the length of the project. The Weekly Project Status Report serves to update PRMP on the current status and health of the ePMO's activities. The ePMO Vendor will use the Master Project Schedule as the central means

to monitor projects' progress. The Master Project Schedule will be updated weekly, and the status of each project will be reported in each Weekly Project Status Report.

The vendor should at a minimum include periodic reporting of the following activities:

- Dashboard of project-related activities that details at a minimum:
 - Project status
 - Key accomplishments
 - Key issues, risks, and/or decisions
 - Outstanding CRs and resulting Change Orders (including—but not limited to—original report date, planned completion date, priority, status, and actual completion date)
 - Upcoming focus areas
 - Key project metrics
 - Graphical status of scope, schedule, and budget (red, yellow, or green)
 - Status of work completed against the Project Schedule
 - Objectives for the next reporting period
 - Key upcoming meetings
 - Client responsibilities for the next reporting period
 - Recovery plan for all work activities not tracking to the approved schedule
 - Projected completion dates compared to approved baseline key dates
 - Escalated risks, issues (including—but not limited to—risks and issues related to the project schedule and budget), action items, and decisions
 - Disposition of logged issues and risks
 - Items in need of decisions
 - Actual/projected Project Schedule dates versus baseline Project Schedule milestone dates
 - Budgeted-to-actual budget figures, and estimated costs at completion (or a similar forecast of remaining costs)
 - One-page graphical summary of the Project Schedule status of all major tasks and subtasks for each project phase
 - Milestone status
 - Earned Value/Velocity Management Report (if applicable)
 - Meeting Minutes
 - Key Project Indicators including Cost Performance Index (CPI) and Schedule Performance Index (SPI)
 - Other areas as defined by PRMP
- The Weekly Project Status Report should be updated with information relative to the project phase and related project activities.

The Weekly Project Status Report will be used to inform the weekly status meeting between PRMP and the ePMO Vendor. The weekly status meeting provides a forum for PRMP and the vendor to address project issues, approve and implement corrective actions, and escalate issues to the appropriate executive levels if required.

11. Service-Level Agreements (SLA) Report

The SLA Report documents the vendor's compliance with SLAs, as defined in Appendix 2: SLAs and Performance Standards and this RFO's requirements.

The SLA Report includes, but is not limited to:

- 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
- Notice of vendor's non-compliance with SLAs, which will include—but not be limited to—the following:
 - Details explaining the lack of compliance with SLAs/KPIs
 - Expected timeline for corrective action to comply with SLAs/KPIs
 - Progress toward compliance with SLAs/KPIs
 - Date that the vendor became non-compliant with SLAs/KPIs
 - Date that the vendor became compliant with SLAs/KPIs
 - Triggered contract remedies, as defined in Appendix 2: SLAs and Performance Standards

This report will provide the detail necessary to support PRMP Finance's review and approval of each invoice.

An initial SLA report will be delivered within the first month of the contract in support of the implementation-related SLAs, and it will then be updated and approved by PRMP before the contract entering the operations phase. The vendor will deliver the SLA report to PRMP biweekly (every two weeks) during the term of the contract in accordance with the timeline for delivery detailed in Table 26.

12. RACI (Responsible, Accountable, Consulted, Informed) Matrix

The RACI matrix details the responsible contacts for services and deliverables identified in the project. The vendor will provide updates to the RACI for each of the new vendors and PRMP project personnel as they are identified for both the initial release and the stabilization and enhancement period. The RACI matrix documents the responsible, accountable, consulted, and informed roles and individuals.

The RACI Matrix is due 30 days after contract start.

13. 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 an ePMO Vendor-supported deliverable, rather than an ePMO Vendor-produced deliverable. PRMP is responsible for putting together this deliverable and submitting it to CMS, however, vendors are responsible for providing PRMP with all information related to the Roadmap/Timeline in support of this deliverable's submission.

14. Turnover and Closeout Management Plan

The vendor should develop and submit to PRMP a Turnover and Closeout Management Plan within 120 calendar days after the execution of this contract. The Turnover and Closeout Management Plan will be updated two months prior to closeout. 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:

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

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

14.1. Turnover Results Report

- The vendor should submit the Turnover Results Report as part of execution of the Turnover and Closeout Management Plan.
- The Turnover Results Report documents completion and results of each step of the Turnover and Closeout Management Plan.
- The Turnover Results Report should be delivered to PRMP after the completion of each step on the Turnover and Closeout Management Plan.

8.2. Appendix 2: Service-Level Agreements (SLAs) and Performance Standards

The SLAs contained herein cover the SOW stipulated in this RFO and the resulting Contract. The vendor should consistently meet or exceed performance specifications classified as SLAs between the vendor and PRMP, and are subject to specific requirements, identified in **Attachment E: Mandatory Requirements**. This section of the RFO 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 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 their 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. Each invoice should detail the total invoice amount, the amount deducted due to the associated contract remedy, and the final invoice amount less the contract remedy. **PRMP reserves the right to seek any other remedies under the Contract.**

Table 27: SLAs At-a-Glance

ID	SLA Name
SLA-001	Deliverables
SLA-002	Deliverable Walkthrough
SLA-003	Turnover
SLA-004	Turnover Documentation
SLA-005	Email Triage and Acknowledgment
SLA-006	Key Staff
SLA-007	Key Staff Replacement
SLA-008	Meeting Agendas
SLA-009	Meeting Minutes
SLA-010	Weekly Project Status Reports

1. SLAs AND PERFORMANCE STANDARDS

The KPIs used to define the following service levels are an adjunct to the performance standards. PRMP has identified the KPIs to be key indicators of the vendor’s operational performance. Failure to achieve a KPI may, at the discretion of PRMP, result in payment reduction; failure to meet any other performance standard defined in the resulting contract is not directly tied to fiscal holdback. PRMP reserves the right to promote any performance metric to the status of KPI.

The following table contains the terms and their definitions specific to the SLAs found in this appendix.

Table 28: SLA Terms and Definitions

Term	Definition
Normal Business Hours	Normal business hours are considered Monday through Friday from 8:00 a.m. to 5:00 p.m. Atlantic Standard Time (AST). Normal business hours do not include Commonwealth and Federal holidays.

2. CORRECTIVE ACTION PLAN (CAP)

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

1. Deficient SLA(s)
2. A full description of the issue
3. A root-cause analysis
4. Impact of the issue and related risks
5. The resolution, including any failed solutions implemented before the resolution
6. The proposed corrective action to avoid missing the SLA in the future

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

3. PERFORMANCE STANDARDS

PRMP will monitor the vendor’s performance based on the vendor’s reported performance against each SLA. Each SLA presented in this RFO establishes the performance level expected by PRMP in a given area. KPIs are identified within each SLA and are to be measured and reported each month by the vendor. The vendor shall agree that failure to perform in accordance with established SLAs results in a loss to PRMP. If the vendor fails to meet the SLAs and associated KPIs, PRMP may reduce the vendor’s monthly payment by a percentage of the total monthly invoice as identified in each SLA. PRMP, in its sole discretion, will decide to

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

In addition to the Weekly and Monthly Project Status Report deliverable, the vendor will provide PRMP with an SLA Report that will document SLA compliance throughout the term of the Contract. For additional details related to the biweekly SLA Report, see **Appendix 1: Deliverables Dictionary**. Unless otherwise approved by PRMP, all references to SLA related timelines, timely submissions, and the work plan will be based off of the project schedule's baselined due dates.

The following table describes each SLA, including general descriptions, definition of compliance/non-compliance, calculation clarifications, and contract remedies:

Table 29: SLAs, Performance Standards, and Contract Remedies

ID	SLA Subject Areas	Performance Standards	Contract Remedies
1.	Deliverables	Due dates for acceptance of deliverables will be agreed upon by PRMP and the vendor and finalized in the vendor’s work plan once formally approved by PRMP. The dates for completion of these deliverables will be used as checkpoints for performance monitoring and vendor payments. The vendor’s status reports will provide information on progress toward meeting these deliverable dates.	PRMP shall assess up to \$100 per calendar day per deliverable from the agreed-upon deliverable acceptance date until the date each deliverable receives acceptance from PRMP.
2.	Turnover	Per this RFO’s Deliverables Dictionary, the Turnover and Closeout Management Plan defines the vendor’s responsibilities related to turnover. Turnover will not be considered complete until the Turnover and Closeout Management Plan and its associated deliverables are accepted by PRMP.	PRMP shall assess up to \$500 per calendar day for each day after the due date that an acceptable Turnover and Closeout Management Plan is not submitted. PRMP shall assess up to \$500 per calendar day for each day after 30 calendar days from the date of the turnover of operations that the Turnover Results Report is not submitted.
3.	Turnover Documentation	<p>The vendor must provide to PRMP or its designee, within seven (7) business days of notice of termination the following information:</p> <ul style="list-style-type: none"> • Copies of all subcontracts and third-party contracts executed in connection with the services included in this contract 	PRMP shall assess up to \$500 for each calendar day beyond the seven (7) business days that all required materials are not delivered by the vendor.

ID	SLA Subject Areas	Performance Standards	Contract Remedies
		<ul style="list-style-type: none"> A list of services provided by subcontractors, including the names and contact information for the subcontractors Other documentation as defined by PRMP 	
4.	Email Triage and Acknowledgment	<p>The vendor must triage all inquiries received from PRMP-approved email addresses. All emails received must be acknowledged within twenty-four (24) hours of receipt and resolved within three (3) business days unless otherwise approved by PRMP.</p> <p>The vendor must forward to the designated PRMP staff within one (1) calendar day those inquiries that are either:</p> <ol style="list-style-type: none"> Determined to be outside the response scope for the vendor Should be handled by PRMP staff <p>Compliance and Calculation:</p> <ul style="list-style-type: none"> Acknowledge all emails received within twenty-four (24) hours and resolve all emails within three (3) business days. Forward to PRMP staff within one (1) calendar day emails that are determined to be outside of the vendor's response scope. 	<p>\$100 per occurrence of an email not being acknowledged within twenty-four (24) hours.</p> <p>\$100 per occurrence of an email resolution not received within three (3) business days.</p> <p>\$100 per occurrence of any emails forwarded to outside the response scope of the vendor within one (1) calendar day.</p>
5.	Key Staff	During the entire duration of the contract, key staff commitments made by the vendor must not be changed without thirty (30) days prior	Up to a maximum of \$3,000 per occurrence shall be assessed for each key staff person proposed who is changed

ID	SLA Subject Areas	Performance Standards	Contract Remedies
		written notice to PRMP unless due to legally required leave of absence, sickness, death, resignation, or mutually agreed-upon termination of employment of any named individual.	without proper notice and approved by PRMP for reasons other than legally required leave of absence, sickness, death, or termination of employment.
6.	Key Staff Replacement	The vendor will replace key staff in a timely fashion. Replacement of key staff will take place within thirty (30) calendar days of removal unless a longer period is approved by PRMP's authorized representative.	PRMP shall assess up to \$200 per business day for each business day after the initial thirty (30) calendar days allowed in which an acceptable replacement for that key staff position is not provided.
7.	Meeting Agendas	The vendor will prepare agendas and distribute each agenda and any documents to be addressed at the meeting at least one (1) Business Days before the meeting, unless waived by PRMP. Meeting agendas will include the required information as detailed in this RFO's Deliverables Dictionary.	PRMP shall assess up to \$200 per calendar day for each day an acceptable meeting agenda is not timely received.
8.	Meeting Minutes	The vendor will publish meeting minutes it attends no later than two (2) Business Days after the meeting, unless waived by PRMP. Meeting minutes will include the required information as detailed in this RFO's Deliverables Dictionary.	PRMP shall assess up to \$200 per calendar day for each day acceptable meeting minutes are not timely received.
9.	Weekly Project Status Reports	The vendor must provide weekly reports identifying the current status and health of the ePMO's activities, including any project risks and/or issues. See Weekly Project	PRMP shall assess up to \$200 per calendar day for each day an acceptable weekly report is not timely received. If the report is received on time but the information reported is inaccurate or incomplete, PRMP shall assess up to \$200

ID	SLA Subject Areas	Performance Standards	Contract Remedies
		Status Report in Appendix 1: Deliverables Dictionary for further details.	per day until an acceptable report is received.

8.3. Appendix 3: Staff Qualifications, Experience, and Responsibilities

The table below provides primary vendor project roles anticipated to be necessary for a successful execution of the services detailed in this RFO. 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 here. 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 RFO.

Table 30: Vendor 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 PRMP, a large healthcare provider management organization of a similar size, or an organization of comparable size • A minimum of three (3) years of demonstrated experience in project management • A minimum of a bachelor’s degree (a bachelor’s degree can be replaced with an additional four (4) years related experience) • Knowledge of Project Management standards and best practices including 	<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 PRMP during all phases of the contract. The Account Manager:</p> <ul style="list-style-type: none"> • Attends in person, upon 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 all PRMP inquiries that may arise • Delegates authority when unavailable • Meets with PRMP staff or such other person as designated by PRMP regularly to provide oral and written status reports and other information as required

Vendor Role	Qualifications	Responsibilities
	PMBOK®	
<p style="text-align: center;">Lead Project Manager</p>	<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 PRMP or a large healthcare provider management organization of a similar size • A minimum of three (3) years of demonstrated experience in project management • A minimum of a bachelor's degree (a bachelor's degree can be replaced with an additional 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® 	<p>The Lead 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 PRMP for project activities as well as the project's maintenance and operational phase • Ensures compliance with any PRMP audit requests and timely responses with audit inquiries • Is authorized to make day-to-day project decisions • Facilitates the project by using project management processes, organizing the project, and managing the team's work activities consistent with the approved work plan • Schedules and reports on project activities, identifies funding and staff resource requirements well in advance, tracks costs and budgets, 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 reoccurring or ad-hoc basis • Ensures compliance with the project governance structure • Coordinates project management activities with PRMP • Responds to requests for information or resolution of comments from the IV&V contractor (if applicable) and/or other MES Vendors • Manages project risks and issues • Ensures adequate staffing on the project consistent with required tasks and project

Vendor Role	Qualifications	Responsibilities
		<p>schedule</p> <ul style="list-style-type: none"> Ensures timely and effective execution of all project tasks Manages system change control and helps ensure that all system design and development is performed in accordance with the SDLC
Business Leads/SMEs	<ul style="list-style-type: none"> A minimum of five (5) years of demonstrated experience in area of expertise that the role is performing A minimum of three (3) years of demonstrated experience in business lead/SME support for a State Medicaid Agency with operations of a similar size to PRMP or a large healthcare provider management organization of a similar size A minimum of a bachelor's degree (a bachelor's degree can be replaced with an additional four (4) years related experience) 	<p>The Business Leads/SMEs are expected to operate as key staff on their assigned projects through the entire project lifecycle.</p> <p>Responsibilities include but are not limited to:</p> <ul style="list-style-type: none"> Providing expertise in the various project service areas including testing, stakeholder communications, and quality management Providing expertise to help maximize the benefit that the project brings to Puerto Rico, complies with the project scope, meets requirements outlined in project RTMs, and can be federally certified to qualify for enhanced operational funding
Business Analysts	<ul style="list-style-type: none"> A minimum of two (2) years of demonstrated experience in business analysis for a State Medicaid Agency with operations of a similar size to PRMP or a large healthcare provider management organization of a 	<p>Business Analysts are expected to operate as key staff on their assigned projects through the entire project lifecycle</p> <p>Responsibilities include but are not limited to:</p> <ul style="list-style-type: none"> Provide expertise in one or more areas of project management, technology, and/or the business that the solution supports Facilitate and document project meetings, as needed

Vendor Role	Qualifications	Responsibilities
	<p>similar size</p> <ul style="list-style-type: none"> • A minimum of one (1) year of demonstrated experience in business analysis/project support for a project management office or similar engagement • A minimum of a bachelor's degree (a bachelor's degree can be replaced with an additional four (4) years related experience) • At least one (1) Business Analyst proposed must have experience with implementation of a system financial module similar to the scope of the MMIS Phase III implementation (the first project the vendor will be assigned to) 	<ul style="list-style-type: none"> • Identify, manage and trace requirements by type throughout the entire project life cycle • Manage scope, define assumptions, constraints, and dependencies for the design and testing of the requirements • Assist in the preparation of training materials • Identify and manage the completion of action items • Identify and communicate potential project risks and issues for PRMP review • Prepare and post updated documentation

The ePMO Vendor must staff each project with at least one (1) resource who is fluent in both Spanish and English. Additionally, at least one key staff must be fluent in both Spanish and English.

8.4. Appendix 4: Terms for Filing a Review 3 L.P.R.A Section 9672

Any of the vendors that submitted a responsive proposal to 2021-PRMP-MES-ePMO-003 will have the opportunity to challenge or appeal the award that results from the RFO 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 twenty (20) days of the Notice of Award as established in Section 1.3: RFO Schedule of Events. If the form is not received on the period established in Section 1.3: RFO Schedule of Events, 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: RFO number 2021-PRMP-MES-ePMO-003

Vendor's Legal Name

I _____ representing _____ company

hereby submit an application for review of 2021-PRMP--003 to _____(awarded entity) due to the following reasons:

Please explain and detail the reasons below:

Representative Signature: _____

Date: _____

8.5. Appendix 5: Disclosure of Lobbying Activities (Vendor Only)

The vendor shall also disclose if any corporation was 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.**

8.6. Appendix 6: Proforma Contract Draft

The following details a draft of the contract that the awarded Vendor will be required to sign. A finalized version of this contract 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 OPERATIONS SERVICES OF THE MEDICAID MANAGEMENT
INFORMATION SYSTEM**

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 ePMO Vendor will support the PRMES by providing at a minimum the following services for projects within the PRMES portfolio:

- Scope and Requirements Management and Expertise
- Deliverables Management and Expertise
- Time and Schedule Management and Expertise
- Human Resources Management and Expertise
- Risk and Issues Management and Expertise
- Budget and Cost Management and Expertise
- Integration Management and Expertise
- Testing Management and Expertise
- Quality Management and Expertise
- Communication Management and Expertise
- Change Management and Expertise
- Certification Management and Expertise
- Transition to Maintenance and Operations Management

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:

A. 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 Secretary of the Interior 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**.

B. 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:

1. Stop work under the Contract on the date, and to the extent, specified in the notice.
2. Within seven (7) calendar days deliver copies of all subcontracts and all third-party contracts executed in connection with the performance of the Services.
3. 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.
4. 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**.
5. 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
6. 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.
7. 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]
8. 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.
9. 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).

C. 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 six (6) months preceding contract termination or upon request. Turnover must be smooth, timely, and without adverse impact on Providers, beneficiaries and users. 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 six (6) 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 six (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 personnel 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) Project communication associated with risk management and project 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 project assets and data, as necessary.
- 11) Delivery of project documentation in final as well as editable formats, including the Project Management Plan(s), Master Project Schedule, Risk and Issues Register, business / process design, business standard operational procedures, etc.
- 12) Transfer of assets, as applicable.
- 13) Transition or closure of active correspondence.
- 14) Delivery of the Project 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
- v. Operational infrastructure.

D. 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 **SECOND 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 Governmental Ethics Act, Act Number 1 of January 3, 2012.

_____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 arrest 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: The **SECOND PARTY** agrees to maintain in strict confidentiality and shall not make public all the **SECOND 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 non less than \$1,000,000.00.
2. Commercial Auto Liability with limits non less than \$500,000.00 and the following forms: Non-Owned Autos, Hired Autos.
3. Professional Liability Insurance with limits non less than \$500,000.00.

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. **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 into 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 (ePHI).

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 health care 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:

1. 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.

2. 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.

3. Maintain a registry of shared PHI, with access to the **FIRST PARTY**, as required by 45 C.F.R. § 164.528.

4. Immediately inform the **FIRST PARTY** of any unauthorized use or disclosure as soon as it has knowledge.

5. Require that any sub-contractor 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.

6. Incorporate any amendment to the individual information that is transmitted by the **FIRST PARTY**.

7. 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**.

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

9. 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 health care 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 the use of 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 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 dully 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** evidence of having the Data Universal Numbering System (D-U-N-S) 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 any payment shall 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 Psiquiatria, 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; and¹⁶⁴

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

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

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”).

- (a) Breach. “Breach” shall have the same meaning as the term “Breach” as defined in 45 CFR 164.402.
- (b) 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.
- (c) 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.
- (d) 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).
- (e) 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”).
- (f) Required By Law. “Required By Law” shall have the same meaning as the term “Required By Law” in 45 CFR 164.103.
- (g) Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- (h) 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.
- (i) 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

- (a) 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:

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Agreement or as Required By Law. To the extent that Business Associate performs any of Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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.

- (8) 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.

(b) Securing Electronic PHI.

- (1) 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.
- (2) 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:
 - (i) Pings on a firewall;
 - (ii) Port scans;
 - (iii) Attempts to log on to a system or enter a database with an invalid password or username; and
 - (iv) Malware (e.g., worms, viruses).

- (c) 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

- (a) 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.
- (b) 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.
- (c) 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).
- (d) 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:
 - (1) The disclosure would be to a health plan for the purposes of carrying out payment or health care operations, as that term may be amended from time to time, and
 - (2) The PHI pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full.
- (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 health care operation specifically described in subparagraph (iv) of paragraph (6) of the definition of health care operations at 45 CFR 164.501 and pursuant to 164.506(a), or
- (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

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

(b) 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:

- (1) 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
- (2) Immediately terminate this Agreement if Business Associate has failed to comply with a material term of this Agreement and cure is not possible and the Business Associate has not implemented reasonable steps to prevent a reoccurrence of such failure to comply.

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

- (3) 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;

- (4) 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.

(c) Effect of Termination.

- (1) 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.
- (2) 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

- (a) 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.
- (b) Survival. The respective rights and obligations of Business Associate under Section VIII (Term and Termination) of this Agreement shall survive termination of this Agreement.
- (c) Interpretation. Any ambiguity in this Agreement shall be resolved to the extent reasonable to permit Covered Entity to comply with HIPAA.
- (d) 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: _____

8.7. Appendix 7: Acronyms, Abbreviations, and Terms Glossary

This section includes acronyms, abbreviations, and terms used throughout the RFO document and attachments.

Table 31: Acronyms, Abbreviations, and Terms Glossary

Acronym	Term
ASES	Administración de Seguros de Salud
ASG	Puerto Rico General Services Administration
AST	Atlantic Standard Time
BAA	Business Associate Agreement
CAP	Corrective Action Plan
CFR	Code of Federal Regulation
CMS	Centers for Medicare & Medicaid Services
Commonwealth	The Commonwealth of Puerto Rico
CPI	Cost Performance Index
CR	Change Request
CRIM	Center for Municipal Revenue Collection
DDI	Design, Development, and Implementation
DED	Deliverable Expectations Document
DHHS	Health and Human Services
D-U-N-S	Data Universal Numbering System
ePHI	Electronic Protected Health Information
ePMO	Enterprise Project Management Office
FFATA	Federal Funding Accountability and Transparency Act
FFY	Federal Fiscal Year
FOMB	Fiscal Oversight Management Board
FSRS	FFATA Sub-award Reporting System
FTI	Federal Tax Information
Hacienda	Puerto Rico Treasury Department
HIE	Health Information Exchange
HIPAA	Health Insurance Portability and Accountability Act
HITECH	Health Information Technology for Economic and Clinical Health Act

Acronym	Term
IMS	Integrated Master Schedule
IRS	Internal Revenue Service
ISO	International Organization for Standardization
IEEE	Institute of Electrical and Electronics Engineers
IT	Information Technology
IV&V	Independent Verification & Validation
KPI	Key Performance Indicator
MCO	Managed Care Organization
MEDITI3G	Medicaid Information Technology Initiative, Third Generation
MES	Medicaid Enterprise System, Medicaid Enterprise Solution
MITA	Medicaid Information Technology Architecture
MMA	Medicare Modernization Act
MMIS	Medicaid Management Information System
MOU	Memorandum of Understanding
NAICS	North American Industry Class System
OBC	Outcomes-Based Certification
ORR	Operational Readiness Review
PII	Personally Identifiable Information
PHI	Protected Health Information
PMBOK®	Project Management Body of Knowledge
PMI®	Project Management Institute®
PgMS	Program Management Services
PgMO	Program Management Office
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
QA	Quality Assurance
QC	Quality Control
RACI	Responsible, Accountable, Consulted, Informed
RFO	Request for Offers

Acronym	Term
RTM	Requirements Traceability Matrix
RUP	Registro Único de Proveedores de Servicios Profesionales
SAM	System for Award Management
SDLC	Systems Development Life Cycle
SI	System(s) Integrator
SLA	Service-Level Agreement
SMA	State Medicaid Agency
SME	Subject Matter Expert
SOW	Scope of Work / Statement of Work
SPI	Schedule Performance Index
SSA	Social Security Administration
SURI	Unified System of Internal Revenue
UAT	User Acceptance Testing
U.S.	United States of America
WBS	Work Breakdown Structure