



DEPARTMENT OF HEALTH
PUERTO RICO MEDICAID PROGRAM

**Puerto Rico Medicaid Program
Productivity and Operations Platform
Request for Proposals (RFP)
2023-PRMP-POP-003
July 7, 2023**

PO Box 70184, San Juan, PR 00936-8184

 787-765-2929 Ext. 6700

 www.salud.gov.pr/medicaid

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DEPARTMENT OF HEALTH

PUERTO RICO MEDICAID PROGRAM

1. Executive Summary

1.1 Purpose of the RFP

The Puerto Rico Department of Health (PRDoH) Puerto Rico Medicaid Program (PRMP) issues this Productivity and Operations Platform Request for Proposals (RFP) to solicit vendor proposals and procure a solution for Medicaid local offices. This RFP defines detailed response, and minimum contract requirements, and outlines the PRMP's process for evaluating responses and selecting a vendor that can provide the necessary components to support a Productivity and Operations Platform, a Queuing system, and a Mobile app. The PRMP seeks a Productivity and Operations Platform that will help employees manage their workload for optimum results, while also offering managers the ability to track their direct reports' usage of software applications and measure employee performance with the ultimate goal of improving employee performance.

PRMP objectives are:

- Enhance efficiency.
- Workflow optimization.
- Data driven insights.
- Personal Productivity Improvement.
- Productivity in operations by tracking and analytics on employee productivity, activity, and caseload.
- Accurate registry and registration of every participant and service.
- Transparency into local office activities and beneficiary interactions/experiences and related feedback.
- Mobile application for accessing appointment information.
- Increase participation of beneficiaries.

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

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

1.2 Location

The PRMP central office is located at:

PO Box 70184, San Juan, PR 00936-8184

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

1.3 RFP Timeline

The schedule of events for this RFP is detailed in **Table 1: RFP Schedule of Events**. All dates after the proposal submission due date are anticipatory. The PRMP may change this schedule at any time. If the PRMP changes the schedule before the technical proposal opens, it will do so through an announcement on the PRDoH website (<https://www.salud.gov.pr/CMS/21>), Medicaid website (<https://medicaid.pr.gov/Home/AvisosPublicos/>), or via email from the solicitation coordinator.

The announcement will be followed by an amendment to this RFP, also available through the PRDoH website or via email from the solicitation coordinator. It is each prospective vendor's responsibility to check the PRDoH website for current information regarding this RFP and its schedule of events through the award of the contract.

Table 1: RFP Schedule of Events

RFP Schedule of Events

RFP Released to Public.....	7/7/2023
Notice of Intent to Respond.....	7/21/2023
Vendor's Written Questions Submission Deadline.....	7/21/2023
Question Responses Posted.....	7/31/2023
Proposal Submission Due Date	8/18/2023 at 4 p.m.
Technical Proposal Opening	8/22/2023
Oral Presentations (if applicable)	9/6/2023
Cost Proposal Opening	9/8/2023
Notice of Award	9/22/2023
Contract Award Made.....	10/20/2023
Contract Signature and Distribution.....	11/9/2023

2. General Instructions

2.1 Scope

The PRMP seeks to engage a vendor to conduct all necessary implementation and operational activities required as part of the Productivity and Operations solution. Refer to **Section 3: Scope of Work (SOW)** for additional details on the scope and the PRMP's expectations of the selected vendor. The scope includes a Productivity and Operations Platform, a Queuing system for Medicaid regional offices and a mobile app for beneficiaries.

2.2 Contract Duration

The PRMP targets a contract start date for the Productivity and Operations Platform vendor in November 2023. For the purposes of this RFP, platform and contract start will be considered the day that the contract is executed between the PRMP and the selected vendor, and the vendor is able to begin work. The contract is based on one (1) year with four (4) optional one (1) year extensions (potential for five (5) years total). During the optional years, the PRMP may execute contracts for Productivity and Operations vendor services that span one or multiple months. Contract award is contingent upon the CMS, PRDoH, and other Puerto Rico agencies' approval of the contract and associated funding over the contract term. The PRMP anticipates the need to execute contract amendments up to the close of the contract or up to the time the contract is terminated (whichever is sooner). Each contract amendment would be reflective solely of those costs detailed within the proposal response unless otherwise approved by PRDoH.

2.3 Nondiscrimination

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

2.4 RFP Communications

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

2023-PRMP-POP-003

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

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

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

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

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

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

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

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

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

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

Vendors with a handicap or disability may receive accommodations relating to the communication of this RFP and participation in the RFP process. Vendors may contact the solicitation coordinator to request such reasonable accommodation.

2.5 Vendors Required Review and Waiver of Objections

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

Any vendor having questions and comments concerning this RFP must provide them in writing to the PRMP no later than the vendor written questions submission deadline detailed in **1.3: RFP Timeline**.

Challenges must be submitted using the form and according to the instructions in **Appendix 4: Terms for Filing a Review** of this RFP. The party adversely affected by a decision may, according to 3 L.P.R.A Section 9672, within a term of 20 days from the deposit in the federal mail or email notifying the award of the auction, file a motion for reconsideration with the agency. In the alternative, you can submit a request for review to the General Services Administration Review Board or the appealing entity that corresponds in law or regulation, within a term of 20 calendar days, from the deposit in the federal mail or email notifying the award of the auction.

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

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

2.6 Notice of Intent to Respond

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

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

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

2.7 Proposal Submission

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

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

2.8 Amendments to the RFP

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

2.9 RFP Cancellation

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

2.10 The PRMP Right of Rejection

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

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

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

2.11 Proposal Submittal and Instructions

2.11.1 Economy of Preparation

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

2.11.2 Incurring Cost

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

2.11.3 Proposal Format

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

The vendor should include the following information in the attachments:

- A response to any applicable section of the RFP narrative located in **2: General Instructions**
- A response to any content requested within the attachments/response templates

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

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

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

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

- Section 2.2 References

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

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

Table 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
Technical Proposal	Attachment B: Title Page, Vendor Information, Executive Summary, Subcontractor Letters, and Table of Contents
Contents:	<ul style="list-style-type: none"> • Title Page • Vendor Information • Executive Summary • Subcontractor Letters • Table of Contents • Disclosure of Response Contents
Technical Proposal	Attachment C: Vendor Qualifications and Experience
Contents:	<ul style="list-style-type: none"> • Organization Overview • Existing Business Relationships with Puerto Rico • Business Disputes • References
Technical Proposal	Attachment D: Vendor Organization and Staffing
Contents:	<ul style="list-style-type: none"> • Initial Staffing Plan • Use of PRMP Staff • Key Staff, Resumes, and References
Technical Proposal	Attachment E: Mandatory Specifications
Contents:	<ul style="list-style-type: none"> • Submission Requirements • Mandatory Requirements • Mandatory Qualifications
Technical Proposal	Attachment F: Requirements Traceability Matrix
Contents:	<ul style="list-style-type: none"> • Requirements Traceability Matrix Workbook

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

2.11.4 Two-Part Submission

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

Proposals should be submitted to the mailing address below:

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

2.11.5 Response Reference

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

2.12 Changes to Proposals

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

2.13 Withdrawal of Proposals

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

2.14 Multiple Proposals

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

3. Scope of Work (SOW)

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

The selected vendor will be responsible for the creation and support of all deliverables described in **Appendix 1: Deliverable Review Process**. All tasks and work products must be compatible with the PRMP standards.

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

3.1 Key Goals

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

- Transparency of the local office's activities. Improved access to broader sets of harmonized data for analytical and reporting purposes.
- Measure the productivity and performance at regional and office level.
- Transparency of the beneficiary interactions, experiences, and related feedback.
- Accurate registry and service registration of every participant that visits a local office.
- Create more accessibility for the participants, through a mobile app.
- Compliance with all Commonwealth and federal regulations, rules, and guidance.

3.2 Platform Specifications

The platform must have the following functionalities:

I. **Productivity and operations:**

- The purpose is to implement a platform that offers real-time data on employee efficiency and the time taken to complete assigned tasks. The data analyzes employee behavior and records task-based timelines to measure their productivity during working hours. It helps employees manage their workload for optimum results, while also offering managers the ability to track their direct reports' usage of software applications and measure employee performance with the ultimate goal of improving employee performance.
- a. Capture and log employee activities on their work devices, including websites visited, applications used, and time spent on specific tasks. This helps measure productivity and identify areas for improvement.
 - b. Record the time employees spend on tasks, projects, or activities. Provide features for manual time entry or automatic tracking to generate accurate timesheets and monitor time allocation.
 - c. Generate performance metrics and visual dashboards that provide insights into individual and team productivity. Track key performance indicators (KPIs), goals, and targets.
 - d. Monitor employee attendance, including clock-in/out times, breaks, and leaves. Generate reports and manage absence requests to ensure accurate time tracking and compliance with policies.
 - e. Conduct regular employee surveys to measure engagement levels, job satisfaction, and gather feedback on workplace factors that may impact productivity.
 - f. Facilitate regular feedback and performance review processes between employees and managers. Enable performance discussions, goal adjustments, and documentation of feedback.
 - g. Provide communication and collaboration tools to facilitate teamwork, information sharing, and knowledge exchange. Include features like messaging, file sharing, and collaborative document editing.
 - h. Offer access to training resources, online courses, and skill development programs. Track employee progress in acquiring new skills and provide recommendations for further learning.
 - i. Ensure compliance with organizational policies, industry regulations, and legal requirements. Monitor adherence to security protocols, data privacy regulations, and ethical guidelines.
 - j. Implement robust security measures to protect employee data collected through the platform. Comply with data privacy regulations and establish clear policies for data handling.
 - k. Allow customization of the platform to align with specific organizational needs and workflows. Enable integration with other tools and systems.

- I. Provide reporting and analytics capabilities to generate comprehensive reports, visualize productivity trends, and identify areas for improvement. Analyze data to gain insights into employee performance and make data-driven decisions.
- m. A master dashboard display that allows the administrator to see the activities of every location (offices).

II. **Queuing system**

The purpose is to provide a range of functionalities to efficiently manage and streamline customer queues. Here are some common functionalities found in queuing systems:

- a. Enable customers to obtain tickets or queue numbers to join the queue. This can be done through self-service kiosks, mobile apps, or ticket dispensers.
- b. Track and manage the flow of customers in the queue. This includes functionalities such as displaying queue information, estimated wait times, and the current status of the queue.
- c. Support multiple service points or counters where customers can be served simultaneously. The queuing system should efficiently distribute customers to available service points based on predefined rules or algorithms.
- d. Handle priority customers or specific customer segments based on predefined rules. This may include elderly or disabled individuals, or customers with urgent needs.
- e. Allow customers to join a virtual queue without physically waiting in line. This can be done through mobile apps.
- f. Provide notifications and alerts to customers, informing them about their queue status, estimated wait times, or when their turn is approaching. This can be done through SMS, mobile app notifications, or digital display screens.
- g. Collect and analyze data related to queue management, customer wait times, service durations, and customer flow patterns. This data can provide insights for optimizing operations and improving customer service.
- h. Integrate with appointment scheduling systems to allow customers to book appointments in advance and join the queue at their designated time.
- i. Enable staff members to manage and allocate resources efficiently. This includes functionalities for staff assignment, monitoring service levels, and real-time staff availability status.
- j. Generate reports and analytics on queue performance, customer satisfaction levels, staff productivity, and other relevant metrics. These insights can help identify bottlenecks, improve operations, and make data-driven decisions.
- k. Integrate with other systems, if needed.

l. Offer self-service functionalities, such as self-check-in kiosks or self-service information displays, allowing customers to manage their queue status or access relevant information independently.

m. Provide options to customize the queuing system's user interface, branding, and visual elements to align with the organization's brand identity.

n. Monitor queue statuses, service point availability, and customer flow in real-time to identify and address issues promptly. This allows for proactive queue management and efficient allocation of resources.

o. Ensure the queuing system can handle varying customer volumes and accommodate changing operational needs. It should be scalable, adaptable, and capable of integrating with additional functionalities or technologies as required.

III. Mobile app:

The purpose is to allow participants to:

The mobile app must have the following functionalities:

- a. Create accounts.
- b. Log in securely.
- c. Manage their profile information.
- d. Provide a user-friendly and ADA compliant interface for users to schedule appointments based on availability, date, time and desire services or resources.
- e. Integrate with user's device calendars to sync and display scheduled appointments, send reminders, and avoid scheduling conflicts.
- f. Send timely notifications to users including appointments and renewals reminders, confirmation, and updates.
- g. Enable administrations to manage the availability of services, resources, or staff members, ensuring accurate scheduling based on availability.
- h. Allow user to view, modify or cancel appointments within specified timeframes, and provide appropriate notifications to affected parties.
- i. Support various types of services that users can choose from when scheduling appointments, such as different service categories or locations.
- j. Provide real time updates for users and administrator is to reflect any changes in appointment availability, cancelations, or rescheduling.
- k. Include a feedback mechanism where users can rate and provide reviews or comments about their appointment experience and service quality.
- l. Allow users to maintain personalized profiles, including contact information, preferences, and appointment history.
- m. Provide data analytics and reporting features for administrator to track appointment statistics, analyze user patterns and generate insights business improvements.
- n. Develop the mobile app for both iOS and Android platforms to ensure accessibility to a wider user base.
- o. Implement robust security measures to protect user data, including encryption, secure authentication, and compliance with relevant privacy regulations.
- p. Offer a help center or customer support channels to assist users with any inquiries or issues related to the appointment process.

3.2.1 Technical Specifications

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

Systems and Application

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

- Collaboration with E&E vendor to coordinate integration.
- Utilization of rules-based, modular, reusable, and configurable components
- Support for browser-based web capabilities, including mobile apps for both, iOS and Android Systems.
- Support for non-disruptive configuration changes and system upgrades

Hosting- Cloud based system, hosted by the vendor.

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

- Provide a hosting environment for all solution components that has a Federal Risk and Authorization Management Program (FedRAMP) Certification, FedRAMP Risk Assessment that indicates compliance, or has a documented NIST 800-53 rev 4 at a "moderate" system risk assessment designation. For some areas must be compliant with Mars 2E.
- Demonstrate that the vendor's hosting solution is Statement on Standards for Attestation Engagements (SSAE-16) SOC 1 Type 2 and SOC 2 Type 2 compliant.
- The cloud must be preferably in a government certified tenant.

PRMES Integration

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

Integration will allow the selected solution to interact with other PRMES, accessing information as needed to support business functions provided by the Productivity and Operations solution,

and supplying beneficiary information necessary to support business functions provided by other PRMES components. Integration will also support the exchange of information with other Puerto Rico Medicaid stakeholders and business partners, and the use of shared technology services that support all PRMES modules.

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

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

- Collaboration with the MMIS vendor and other applicable PRMES vendors.
- Configuration and updates of the solution in support of other PRMES modules.

Technical Services

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

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

Data Management

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

- Creation and execution of plans for conversion of legacy data.
- Gathering and maintenance of data required for beneficiary association between databases.
- Tracking, auditing, and monitoring of data changes.
- Maintenance of a data dictionary crosswalk between database transactions and the operational data store.

Security

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

- Compliance with State and federal security guidelines.
- Utilization of Identity Access Management (IdAM).

- Must be compliant with two required frameworks: Mars 2E and NIST 800-53 rev 4.

Privacy

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

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

User Interface

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

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

User Documentation

User Documentation is related to the development and ongoing maintenance of documentation, including user manuals and other operational documents. Expected activities related to user documentation include, but are not limited to:

- Development of and updates to user documentation compliant with Commonwealth standards.

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

Reporting and Analytics

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

- Systems and application reporting.
- Enabling of standard and ad hoc reports in the PRMP-defined flexible formats.
- Role-based user access to reporting functionality and documentation.
- Presentation of data, including configurable dashboards and key aggregated current and historical operational data for analysis. Should be able to include performance-related data dashboards to measure productivity per office, per region and per employee.

3.2.2 Implementation Specifications

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

Testing

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

- Setup and maintenance of consistent and near parallel testing environments.
- Support for Operational Readiness Reviews (ORR).
- Promotion of functionality from a test environment to production environment.
- Support for the PRMP throughout UAT and Operational Readiness Testing (ORT)
- Transparency for the PRMP and designees into testing activities within each test environment.
- Development of detailed testing documentation as defined in **Appendix 1: Deliverable Review process.**

- Identification and timely resolution of defects impacting both the functional and non-functional test environments.

Training

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

- Development and maintenance of a Training Plan(s), as described in **Appendix 1: Deliverable Review Process**.
- Delivery of direct hands-on training to all staff identified by the PRMP as needing training.
- Development and maintenance of training materials in the PRMP-approved formats.
- Delivery of training to new staff consistent with assigned roles and responsibilities.
- Delivery of in-person, and on-site training for each release, at the discretion of the PRMP.
- Analysis to tailor training to specific user roles and groups (considering both types of end users; techs and beneficiaries/public).
- Delivery of training to all user groups in accessible locations and formats, as defined by the PRMP.
- Provision of training facilities and equipment as required.
- Training in support of User Acceptance Testing (UAT), Operational Readiness Test (ORT), and operations.

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

3.2.3 Maintenance and Operations Specifications

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

Maintenance and Operations (M&O)

The selected vendor will be responsible for the hosting, development, configuration, implementation, maintenance, and operation of the proposed platform for the life of the engagement. The configuration of the solution may require modifications to adapt to changes in

the set of PRMES interfaces and the associated distribution of business functions. The vendor will be expected to collaborate in the definition of transitional approaches needed as the PRMES modernization progresses, and to make necessary modifications to their proposed solution accordingly.

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

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

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

Business Continuity/Disaster Recovery (BC/DR)

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

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

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

Transition, Turnover, and Closeout

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

- Delivery of all transition, turnover, and closeout deliverables by the end of the system implementation.
- Knowledge transfer through workshops and trainings between the vendor and the PRMP.

Compliance

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

- Compliance with all the PRMP-defined SLAs.
- Compliance with all applicable Commonwealth and federal laws, regulations, policies, and standards.
- Provision of reports as required by the PRMP.
- Retention of all records and reports in accordance with the PRMP policies and procedures.
- Meeting all current and future Industry Standard Architectures including, but not limited to MITA.

4. Required Terms and Conditions

A draft contract is provided in **Appendix 6: Proforma Contract Draft**, and it details the PRMP's non-negotiable terms and conditions, including tax requirements with which the vendor must comply in Puerto Rico, as well as:

- Scope of Service
- Contract Period
- Payment Terms

The proforma contract represents an example of the contract document that the successful vendor must sign. The proforma contract included in this RFP is an example contract and does not include all final specifications. The final terms of the contract will be discussed with the

successful vendor during contract negotiations. A copy of a draft Business Associate Agreement (BAA) is also included within **Appendix 6: Proforma Contract Draft**.

5. Evaluation of Proposals

5.1 Evaluation Process

Proposals will be evaluated in two parts by a committee of five or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. After the evaluation of technical proposals, the evaluation committee will identify those proposals with the highest technical scores and will move these proposals forward to the second part of the RFP evaluation, the cost proposal. The number of proposals that the evaluation committee moves forward from technical evaluations to cost evaluations will be relative to the total number of proposals submitted and subject to the discretion of the evaluation committee. Those proposals that are not moved forward from technical evaluations will not have their cost proposals scored. The evaluation committee reserves the right to revisit proposals if a technical and/or cost deficiency is discovered during the evaluation.

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

5.2 Evaluation Criteria

Proposals will be evaluated based on criteria in the solicitation and information contained in the proposals submitted in response to the solicitation. Proposals will be initially screened to assess whether the proposal meets or exceeds the mandatory specifications listed in **Attachment E: Mandatory Specifications**. Proposals passing the initial review will then be eligible to be evaluated and scored across six global criteria, with each receiving a percentage of the overall total (1,150) points. The technical evaluation will be based upon the point allocations designated below for a total of 800 of the 1,150 points. Cost represents 300 of the 1,150 total points.

If oral presentations are not held, the technical evaluation will be based upon the point allocations of the remainder of the criteria for a total of 750 of 1,100 total points. Cost will remain 300 of the 1,100 total points.

Table 3: Scoring Allocations

Scoring Area	Points Allocated
Global Criterion 1: Vendor Qualifications and Experience	100 Points Possible
Global Criterion 2: Vendor Organization and Staffing	100 Points Possible
Global Criterion 3: Approach to SOW and Requirements	450 Points Possible
Global Criterion 4: Initial Schedule	100 Points Possible

Scoring Area	Points Allocated
Global Criterion 5: Cost Proposal	300 Points Possible
Global Criterion 6: Oral Presentations	50 Points Possible
Total Points Possible	1,150 Points

5.3 Clarifications and Corrections

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

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

5.4 Failure to Meet Mandatory Specifications

Vendors must meet or exceed all mandatory specifications outlined in **Attachment E: Mandatory Specifications** for the rest of their proposal to be scored against the technical requirements of this RFP. Proposals failing to meet one or more mandatory specifications of this RFP may be disqualified and may not have the remainder of their technical or cost proposals evaluated.

5.5 Technical Proposal Opening and Evaluation

The PRMP will document and open the technical proposals received by the bid opening deadline. All proposals that pass the pre-screening for compliance with the mandatory specifications will be provided to the evaluation committee for technical evaluation. The evaluation committee will review the technical proposals, assign points where appropriate, and document the justifications for those proposals that should move forward to cost proposal evaluations. Technical proposals will be posted for public inspection after technical and cost evaluations are complete and the Award Notification has been posted. See **6.2: Contract Award Process** for additional details.

5.6 Cost Proposal Opening and Evaluation

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

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

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

5.7 Requests for More Information

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

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

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

The PRMP Central Office

World Plaza Building 5th or 12th floor

268 Muñoz Rivera Avenue

San Juan, PR 00918

The vendor should be prepared to coordinate any connectivity needs for its oral presentation before the oral presentation, if required.

5.8 Reference Checks

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

6. Award of Contract

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

6.1 Clarifications and Negotiations

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

6.1.1 Clarifications

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

6.1.2 Negotiations

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

6.1.3 Failure to Negotiate

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

6.2 Contract Award Process

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

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

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

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

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

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

If the PRMP determines that a proposal is non-responsive and rejects it after opening cost proposals, the solicitation coordinator will recalculate scores for each remaining responsive cost proposal to determine (or redetermine) the apparent best-ranked proposal.

6.3 Contract Approval and Contract Payments

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

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

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

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

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

6.4 Performance

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

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

The SLAs and Performance Standards contained herein cover the SOW stipulated in this RFP and the resulting contract. The vendor should consistently meet or exceed performance specifications classified as SLAs between the vendor and the PRMP, and is subject to specific requirements, identified in **Appendix 2: Service-Level Agreements (SLAs) and Performance Standards**, which contains expectations related to SLAs and implications of meeting versus failing to meet the SLAs, as applicable. In addition, **Appendix 2: Service-Level Agreements (SLAs) and Performance Standards** contains the minimum service levels required for the duration of the contract.

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

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

7. Attachments

Attachment A: Cost Proposal

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

The vendor's cost proposal should provide sufficiently detailed information to allow the PRMP to assess the reasonableness of the vendor's cost. The vendor's cost proposal should be inclusive and complete for each area identified in **Attachment A: Cost Proposal** . The cost proposal should be built assuming that the Productivity and Operations platform, Queuing System and Mobile App contract(s) will be active for at least four years. The PRMP's goal is to compare total cost to deliver the scope of work in this RFP; therefore, all Cost Proposals will be evaluated based on a proposed cost and total cost basis.

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

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

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

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

1. Title Page

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

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

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

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

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

In addition to providing a signature to *6: Disclosure of Response Contents* in this section, failure to sign the Submission Cover Sheet or signing it with a false statement shall void the submitted response or any resulting contracts.

_____/_____

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

Name (Typed or Printed)

Title

Company Name

Physical Address

State of Incorporation

By signature hereon, the vendor certifies that:

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

2. Vendor Information

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

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

2.1 Payment Address

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

Table 4: Payment Information

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

2.2 Legal Notice Address

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

Table 5: Legal Notice Information

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

3. Executive Summary

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

<Response>

4. Subcontractor Letters (If Applicable)

If applicable, for each proposed subcontractor the vendor should attach to **Attachment B: Title Page, Vendor Information, Executive Summary, Subcontractor Letters, and Table of**

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

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

<Response>

5. Table of Contents

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

<Response>

6. Disclosure of Response Contents

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

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

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

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

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

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

Attachment C: Vendor Qualifications and Experience

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

Organization Overview

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

1.1 Organization Overview

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

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

Table 6: Vendor Overview

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

Vendor Overview	
Number of Employees Providing the Type of Services Specified in the RFP	<Response>
Headquarters in the United States and its Territories	<Response>
Locations in the United States and its Territories	<Response>

1.2 Subcontractor Overview (If Applicable)

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

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

Table 7: Subcontractor Overview

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

Subcontractor Overview	
Number of Employees Providing the Type of Services Specified in the RFP	<Response>
Headquarters in the United States and its Territories	<Response>
Locations in the United States and its Territories	<Response>

Existing Business Relationships with Puerto Rico

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

<Response>

Business Disputes

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

<Response>

References

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

Vendor (Prime) References Form

Include at least three references from projects performed within the last three years that demonstrate the vendor’s ability to perform the scope of work described in this RFP. The vendor must include references from three different clients/projects.

Vendor Information		
Vendor Name:	Contact Name:	
	Contact Phone:	
Customer Information		
Customer Organization:	Contact Name:	
	Contact Title:	
Customer Address:	Contact Phone:	
	Contact Email:	
Total Vendor Staff:		
Objectives:		
Description:		
Vendor's Involvement:		
Key Staff		
Name: (Add more rows as needed)	Role: (Add more rows as needed)	
Name: (Add more rows as needed)	Role: (Add more rows as needed)	
If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities:		

Table 8: Vendor References

The vendor should include a service 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.

Subcontractor References (If Applicable)

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

Table 9: Subcontractor References

Subcontractor Information		
Vendor Name:	Contact Name:	
	Contact Phone:	
Customer Information		
Customer Organization:	Contact Name:	
	Contact Title:	
Customer Address:	Contact Phone:	
	Contact Email:	
Client Information		
Total Vendor Staff:		
Objectives:		
Description:		
Vendor's Involvement:		
Key Staff		
Name: (Add more rows as needed)	Role: (Add more rows as needed)	
Name: (Add more rows as needed)	Role: (Add more rows as needed)	
If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities:		

Attachment D: Vendor Organization and Staffing

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

Instructions: Staffing strategies are to be employed by the vendor to help ensure all specifications, requirements, and service levels are met to the satisfaction of the PRMP. The evaluation of the vendor's staffing approach shall be based on the ability of the vendor to satisfy

the SOW, requirements, and requirements stated in this RFP. Therefore, the vendor should present detailed information regarding the qualifications, experience, and expertise of key staff and an Initial Staffing Plan.

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

1. Initial Staffing Plan

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

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

<Response>

2. Use of the PRMP Staff

Describe the business and technical resources the PRMP should provide to support the development, review, and approval of all deliverables as well as the staff necessary to help ensure successful completion of this project. Specifically, the vendor should address the following:

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

The PRMP may not be able or willing to provide the additional support the vendor lists in this part of its Proposal. The vendor, therefore, should indicate whether its request for additional support

is a requirement for its performance. If any part of the list is a requirement, the PRMP may reject the vendor’s proposal if the PRMP is unwilling or unable to meet the requirements.

3. Key Staff, Resumes, and References

Key staff consist of the vendor’s core management team for this engagement. These resources are responsible for providing leadership and creating the standards and processes required for these services. Resumes for key staff named in the vendor’s proposal should indicate the staff’s role and demonstrate how each staff member’s experience and qualifications will contribute to this vendor’s success.

2.1 Resumes

The PRMP considers the key staff resumes as an indicator of the vendor’s understanding of the skillsets required for each staffing area and their ability to perform them. The vendor should complete the table below and include resumes of all the individuals who are being initially proposed. Each resume must not exceed three pages and must demonstrate experience relevant to the position proposed. If applicable, resumes should include work performed under the vendor’s corporate experience, and the specific functions performed on such engagements. Copies of diplomas, licenses, and credentials are encouraged but are not required, and are not subject to the three-page limit.

Table 10: Proposed Key Staff and Roles

Name	Proposed Role	Experience in Proposed Role

<Response>

2.2 Key Staff References

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

The name of the person to be contacted, phone number, client name, address, a brief description of work, and date (month and year) of employment should be given for each reference. These references should be able to attest to the candidate’s specific qualifications. The reference given should be a person within a client’s organization and not a coworker or a contact within the vendor’s organization. The PRMP may contact one or more of the references given and the reference should be aware that the PRMP may contact them for this purpose.

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

Table 11: Key Staff References

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

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

Attachment E: Mandatory Specifications

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

Instructions: The mandatory specifications must be agreed to and met by the vendor as a part of the submitted proposal. Failure on the part of the vendor to agree to and meet any of the mandatory specifications may result in their disqualification of the proposal at the sole discretion of the PRMP. The term “must,” stipulates and identifies a mandatory specification. The vendor is to demonstrate compliance with mandatory specifications in its proposal. If the vendor’s proposal meets the mandatory specifications, it will be included in the technical proposal evaluations and may also be included in the cost evaluation of this RFP. For mandatory specifications that involve documentation, vendors should include that documentation with their technical proposal. When appropriate, the vendor’s proposal must provide narrative responses addressing the following subsections.

A line for the vendor to initial follows each subsection below. By initialing each subsection, the vendor certifies that it has reviewed the subsection in its entirety and agrees that the vendor

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

Submission Requirements

This RFP includes multiple sections that specify proposal submission requirements including but not limited to **1.3 RFP Timeline, 3.11 Proposal Submittal and Instructions, and 7. Attachments**. The vendor must at least meet all proposal submission requirements as part of this RFP, including but not limited to formatting, completeness, timeliness, and accuracy, as described in the aforementioned sections. Failure to meet any of the submission requirements of this RFP may result in disqualification of a proposal, in accordance with **5.4 Failure to Meet Mandatory Specifications**.

Initial

Mandatory Requirements

Vendors must provide a response to each of the following mandatory requirements. Vendor responses will then be verified by the PRMP in order to establish and maintain compliance between the PRMP and the Productivity and Operations vendor. The first section requires initialing and narrative explanation, while the second section requires initialing but does not require narrative explanation.

Mandatory Requirements: Narrative Explanation Required

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

<Response>

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

<Response>

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

<Response>

4. The vendor must help ensure that all applications inclusive of internet, intranet, and extranet associated with this contract are compliant with Section 508 of the Rehabilitation Act of 1973, as amended by 29 United States Code (U.S.C.) §794d, and 36 Code of Federal Regulation (CFR) 1194.21 and 36 CFR 1194.22.

<Response>

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

<Response>

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

<Response>

7. The vendor staff must not have the capability to access, edit, and share personal data, with unauthorized staff, including but not limited to:
 - a. Protected Health Information (PHI)
 - b. Personally Identifiable Information (PII)
 - c. Financial Transaction Information
 - d. Federal Tax Information
 - e. Social Security Administration (SSA) data including, but not limited to family, friends, and acquaintance information

<Response>

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

<Response>

Mandatory Requirements: No Narrative Explanation Required

1. The vendor must comply with current and future Puerto Rico and federal regulations as necessary to support the services outlined in this RFP.
2. The vendor must perform according to approved SLAs and associated metrics in the areas listed in **Appendix 2: Service-Level Agreements and Performance Standards**.
3. The vendor must provide a drug-free workplace, and individuals must not engage in the unlawful manufacture, distribution, dispensation, possession, abuse, or use of a controlled substance in the performance of the contract. (Drug-Free Workplace Act of 1988)

4. The vendor must perform all work associated with this contract within the continental United States (U.S.) or U.S. Territories.
5. The vendor must comply with federal Executive Order 11246 related to Equal Employment Opportunity Act, the Clean Air Act, and the Clean Water Act.
6. The vendor must serve as a trusted partner to the PRMP and represent the PRMP's interests in all activities performed under the resulting contract.
7. On a monthly basis the vendor must, at a minimum, include the standard invoice package contents for the PRMP, including, but not limited to:
 - a. An authorized representative of the contracted party must sign an itemized description of services rendered for the invoice period. Additionally, the vendor must include a written certification stating that no officer or employee of the PRMP, its subsidiaries, or affiliates, will derive or obtain any benefit or profit of any kind from this vendor's contract. Invoices that do not include this certification will not be paid.
 - b. Provide the PRMP with a list of all services completed within an invoice period, as well as evidence that the PRMP has accepted and approved the work.
 - c. Provide the PRMP with three physical and one electronic invoice packages in support of the PRMP's review and approval of each invoice.
 - i. Invoice Package #1 – Original Signature and Hard Copy
 - ii. Invoice Packages #2 - #3 – Hard Copy
 - iii. Invoice Package #4 – Electronic
8. The vendor must agree that the PRMP retains ownership of all data, procedures, applications, licenses, and materials procured or developed during the contract period.

Initial

Mandatory Qualifications

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

Table 12: Mandatory Qualifications

Mandatory Qualification Item(s)	Vendor Meets?		Provide A Brief Narrative to Demonstrate Fulfillment of Requirement
The vendor must have successfully implemented at least two modules of similar size, scope, and complexity as described in this RFP.	YES	NO	<Response>
The vendor must have at least seven years of experience in operating and managing Productivity and Operations system of similar size, scope, and complexity as described in this RFP.	YES	NO	<Response>
The vendor must include at least three references from projects performed within the last three years that demonstrate the vendor's ability to perform the scope of the work described in this RFP. The vendor must include references from three different clients that provide details on the vendor's experience operating and managing a Productivity and Operations Platform.	YES	NO	<Response>

Initial

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

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

Attachment F: Requirement Traceability Matrix (RTM)

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

1. The vendor must note compliance with each outcome and each outcome's associated measure, metric, target setting, performance standard, and liquidated damage listed in the Vendor's Disposition column of Tabs 3 using only the values that appear in the drop-down list.
2. Vendor's Disposition values are outlined below:
 - a. "Will Meet": The vendor agrees to meet the outcome and each outcome's associated measure, metric, target setting, performance standard, and liquidated damage. The vendor must respond with "Will Meet" for each outcome for the proposal to be considered responsive to the PRMP requirements and be further evaluated.
 - b. "Will Not Meet": The vendor declines to meet the requirement and each requirement associated measure, metric, target setting, performance standard, and liquidated damage. If a vendor responds with "Will Not Meet" to one or more requirement, the proposal will be considered non-responsive and may be disqualified per **Attachment E: Mandatory Specifications and 5.4 Failure to Meet Mandatory Specifications**.
 - c. If a vendor responds with "Will Not Meet" to one or more requirement, the proposal will be considered non-responsive and may be disqualified per **Attachment E: Mandatory Specifications and 5.4 Failure to Meet Mandatory Specifications**.
3. All requirements must contain one of the values identified above. Any requirement without a Vendor's Disposition response value will be considered "Will Not Meet."
4. The vendor must provide the attachment, section, and page number(s) where their detailed narrative response for each outcome resides, providing the PRMP with a crosswalk and helping to ensure that each outcome specified in Attachment F is included in the vendor's response. Be advised that the Attachment column has been pre-populated with the location that the PRMP anticipates the narrative response to reside; however, it is up to the vendor to update that column accordingly should the vendor respond to an outcome in a different location in its response.

Attachment G: Response to SOW

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

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

Responses must include, where appropriate, the deliverables included in **Appendix 1: Deliverable Review Process**.

1. Approach to Platform Specifications

Describe the vendor's approach to meeting or exceeding the PRMP's specifications as described in **Section 3: Scope of Work (SOW)** of this RFP. As part of their response, vendors should provide specific details and examples outlining their approach to the following subcategories:

I. Productivity and Operations:

- a. Please provide an overview of your company, including its history and experience in developing and implementing productivity and operations systems.

Response

- b. How many years of experience does your company have in providing such solutions?

Response

- c. Please share any specific examples or case studies highlighting successful implementations of productivity and operations systems.

Response

- d. Please provide a detailed list of the key features and functionalities of your productivity and operations system.

Response

- e. Explain how does your system support task management, workflow automation, and collaboration among team members.

Response

- f. Explain how the system can integrate with other commonly used tools and applications, such as project management software, calendars, and email clients.

Response

- g. Does your system offer customization options to adapt to our specific business requirements and processes? Explain.

Response

- h. How does your system facilitate workflow automation and process improvement? Can it handle complex workflows and rule-based automation?

Response

- i. What tools or capabilities does your system offer to analyze and optimize existing workflows for enhanced efficiency and productivity?

Response

- j. Can your system track and manage resource allocation and utilization to help identify bottlenecks and optimize resource management?

Response

- k. Describe the collaboration features of your productivity and operations system. How does it enable real-time communication, file sharing, and task assignment among team members?

Response

- l. Can the system accommodate different levels of access and permissions to ensure proper data security and privacy?

Response

- m. Does your system provide notifications and reminders to keep users informed about deadlines, task updates, or important events?

Response

- n. What reporting and analytics capabilities does your system offer? Can it generate reports on productivity metrics, task completion rates, and resource utilization?

Response

- o. Can the system provide insights and visualizations to help users make data-driven decisions and identify areas for improvement?

Response

- p. Explain what options the system has for customizing reports or creating dashboards to monitor key performance indicators (KPIs).

Response

- q. What is the typical implementation process for your productivity and operations system? How long does it take to deploy and configure?

Response

- r. Discuss what training and support the vendor provides for users during the implementation and post-implementation stages.

Response

- s. What support options do you offer, such as documentation, help center, or dedicated customer support?

Response

- t. Please explain the procedure for requesting change orders and change requests for the Productivity and Operations Platform.

Response

II. **Queuing System:**

- a. Please provide an overview of your company including its history and experience in developing and implementing queuing systems.

Response

- b. How many years of experience your company have in providing queuing solutions?

Response

- c. Please share any specific examples or case implementations of queuing systems.

Response

- d. Please provide a list of the key features and functionalities of your queuing system.

Response

- e. Can the system handle different types of queues, such as linear, virtual or priority-based queues? Explain.

Response

- f. Explain if your system provide real-time queue monitoring and management capabilities.

Response

- g. Is your queuing system scalable to handle high volumes of customers or users?

Response

- h. Explain how the system can be customized to suit our specific business requirements and branding.

Response

- i. Explain how the system offer's flexibility in configuring queue management rules, such as service priorities, wait times and notifications.

Response

- j. Explain how the system integrates with commonly used hardware components such as ticket dispenser, display screens, or self-service kiosks.

Response

- k. What reporting analytics capabilities does your queuing system provide? Can it generate reports on queue wait times, service times and costumer flow patterns?

Response

- l. Explain how the system can provide real-time and historical data for analysis and decision making.

Response

- m. Explain the typical implementation process for the queuing system, how long it takes to deploy and configure.

Response

- n. What support and maintenance services do you offer for the queuing system. Is there a dedicated support available?

Response

- o. Discuss your policy about software updates.

Response

III. **Mobile app:**

- a. Please provide an overview of your company, including its history and experience in developing and implementing mobile apps, particularly appointment scheduling apps.

Response

- b. How many years of experience does your company have in building mobile apps for appointment management?

Response

- c. Please share any specific examples or case studies highlighting successful implementations of appointment mobile apps.

Response

- d. Please provide the key features and functionalities of your appointment mobile app.

Response

- e. Explain how the app support scheduling appointments, managing calendars, and sending reminders to users.

Response

- f. Explain how users can view availability and book appointments with specific service providers or resources through the app.

Response

- g. Explain how the app allow users to modify or cancel appointments, and how it provides notifications for any changes.

Response

- h. How would you describe the user experience design of your appointment mobile app? Is it intuitive and user-friendly?

Response

- i. Does the app support multiple languages and offer localization features to cater to diverse user bases?

Response

- j. Can the app be customized to reflect our brand's visual identity and incorporate our specific design preferences?

Response

- k. Can your appointment mobile app integrate with existing calendar applications, such as Google Calendar or Outlook?

Response

- l. Does the app have the ability to synchronize appointments with other systems or platforms?

Response

- m. How does the app handle data privacy and security when integrating with other applications or systems?

Response

- n. How does your appointment mobile app handle notifications and reminders? Can users receive push notifications or SMS alerts for upcoming appointments?

Response

- o. Can the app provide automated reminders for both users and service providers, helping to reduce no-shows and improve overall appointment adherence?

Response

- p. Explain how the appointment mobile app can be customized to align with our organization's branding, including color schemes, logos, and visual elements.

Response

- q. Discuss the options to customize the app's features and workflows to match our specific appointment management requirements.

Response

- r. Explain the support and maintenance services you provide for the appointment mobile app. Is there a dedicated support team available?

Response

- s. How frequently do you release updates and bug fixes for the app? Are these updates included in the support package?

Response

- t. Please explain the procedure for requesting change orders and change requests for the mobile app.

Response

2. Approach to Technical Specifications

Describe the vendor's approach to meeting or exceeding the PRMP's specifications and requirements, as described in **Attachment F: Requirement Traceability Matrix** and **Section 3: Scope of Work (SOW)** of this RFP. As part of their response, vendors should provide specific details and examples outlining their approach to the following subcategories:

- Systems and Application
- Hosting

- PRMES Integration
- Technical Services
- Data Management
- Security
- Privacy
- User Interface
- User Documentation
- Reporting and Analytics

<Response>

3. Approach to Implementation Specifications

Describe the vendor's approach to meeting or exceeding the PRMP's specifications and requirements, as described in **Attachment F: Requirement Traceability Matrix** and **Section 3: Scope of Work (SOW)** of this RFP. As part of their response, vendors should provide specific details and examples outlining their approach to the following subcategories:

- Implementation process, (include time scope)
- Pilot/Testing
- Training
- Deployment
- Tech support (provide a detail description)

<Response>

4. Approach to M&O Specifications

Describe the vendor's approach to meeting or exceeding the PRMP's specifications and requirements, as described in **Attachment F: Requirement Traceability Matrix** and **Section 3: Scope of Work (SOW)** of this RFP. As part of their response, vendors should provide specific details and examples outlining their approach to the following subcategories:

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

<Response>

Attachment H: Terms and Conditions Response

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

1. Title Page

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

2. RFP Terms and Conditions

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

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

Printed Name/Signature of Authorized Personnel

Date

3. Customary Terms and Conditions

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

- **Appendix 2: Service-Level Agreements (SLA) and Performance Standards**
- **Appendix 6: Proforma Contract Draft** *inclusive of Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement*

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

Printed Name/Signature of Authorized Personnel

Date

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

Printed Name/Signature of Authorized Personnel

Date

4. Mandatory Requirements and Terms

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

- **Attachment E: Mandatory Specifications**
- Prior to the vendor submission of its proposal, the vendor must be registered with the “Registro Único de Proveedores de Servicios Profesionales” (RUP) from the Puerto Rico General Services Administration (ASG) and with the Puerto Rico Treasury Department (Hacienda) for the collection of sales and use tax (IVU) as a provider (if applicable) in the Sistema Unificado de Rentas Internas (SURI). The PRMP shall not award a contract, unless the vendor provides proof of such registration or provides documentation from the Puerto Rico Treasury Department that the vendor is exempt from this registration requirement in the SURI system. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For more information, please refer to the PR Treasury Department’s web site <http://www.hacienda.pr.gov>.
- Prior to the contract resulting from this RFP being signed, the successful vendor must provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in Puerto Rico. Each Certificate of Insurance shall indicate current insurance coverage meeting minimum requirements as specified by this RFP. A failure to provide a current Certificate of Insurance will be considered a material breach and grounds for contract termination. A list of the insurance policies that may be included in this contract are provided in **Appendix 6: Proforma Contract Draft**.

- A performance bond may be required for the contract resulting from this RFP.
- **Appendix 2: Service-Level Agreements (SLA) and Performance Standards**
- **Appendix 6: Proforma Contract Draft** inclusive of HIPAA BAA

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

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

Printed Name/Signature of Authorized Personnel

Date

5. Commercial Materials

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

<Response>

6. Exceptions

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

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

Instructions: Identify and explain any exceptions to the PRMP’s terms and conditions using the tables provided below, adding tables, as needed. If no changes are listed, the vendor indicates that no changes to the Terms and Conditions are proposed and that the vendor intends to accept them as written if the vendor’s proposal is selected. Mandatory specifications and terms noted in this RFP are non-negotiable.

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

6.1

Table 13: Exception #1

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

6.2

Table 14: Exception #2

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



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8. Appendices

Appendix 1: Deliverable Review Process

All deliverables produced, maintained, and reviewed by the vendor must be done with the goals of encouraging reuse and maintaining consistency of content, format, methodologies, and development, review, and approval processes. The vendor should attempt to maintain consistency and encourage reuse across operations, and throughout the Medicaid Enterprise. If a deliverable due date falls on a weekend or a PRMP-recognized holiday, then the deliverable due date will be the next business day. All deliverables should be provided to the PRMP in a format most conducive to the PRMP's review and approval, based on the deliverable's specifications. The vendor should not print and submit paper copies of reports unless requested by the PRMP. Final deliverables should be submitted to the PRMP in PDF format.

Once the Notice of Award is published, PRMP will submit the deliverables due date to the winning vendor.

Deliverable Review Process

Documentation will be saved in a location to be determined by the PRMP prior to the award of the contract. The vendor's quality management process should be aligned with this deliverable review process and followed in conformance with any review process specifically designed for this project. The review process allows the PRMP and vendor personnel to determine, at key project checkpoints, that the deliverable meets the requirements and is functional in the context of the solution and/or contract.

As part of the deliverable development and review process, the Productivity and Operations platform vendor shall create a Deliverable Expectation Document (DED) for each deliverable of this RFP to obtain approval of a deliverable's content, format, and acceptance criteria from the PRMP. A DED is a document that includes an outline of the deliverable and description of the content planned for a deliverable. As each deliverable is submitted, the vendor shall include a copy of the deliverable's DED as the cover sheet.

The DED shall include, but not be limited to:

- Proposed outline of the sections to be included in the deliverable.
- Detailed explanation of proposed content the vendor plans to include in each section.
- Proposed deliverable format.
- Deliverable acceptance criteria

Prior to drafting the deliverable, the vendor shall submit a DED to the PRMP. The vendor shall schedule a meeting with the PRMP to establish an approved set of deliverable acceptance criteria to include in the DED. During the review process, the PRMP team will review the deliverable to determine whether it meets all requirements as agreed upon and defined in the DED. Before submitting a deliverable, the vendor shall schedule a deliverable walkthrough with the PRMP project team to provide a high-level review of the deliverable.

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

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



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D01: Weekly Status Report

The vendor will produce a status report that summarizes the status of and forecast for implementation and operational activities including executive summaries for presentation to the PRMP. The solution vendor should work with the project management vendor to create and submit this report. Components of this report shall include, but not be limited to:

- **Schedule Updates**

The vendor should report on progress toward implementation milestones and note any changes to the implementation schedule. The most-recently approved implementation schedule should be attached for reference.

- **Risks and Issues Register**

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

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

- **Change Requests**

The vendor should include a section identifying the status of all outstanding change requests and resulting change orders, including those closed since the last report. The report will

include original report date, planned completion date, priority, status, and actual completion date.

- **Requirements Compliance**

The vendor should report on progress toward and compliance with the requirements, as specified in the RTM. Non-compliance with requirements and SLAs will be reported on as part of the SLAs Reports.

- **SLAs Reports**

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

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

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

- **Corrective Action Plans**

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

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

D02: System Requirements Document

The vendor should provide a comprehensive document outlining the system requirements, including functional and non-functional, integrations needs and performance expectations.

D03: Kickoff Meeting Materials

The kickoff meeting should be attended by all vendor key staff and may be attended by additional vendor staff as necessary. This meeting is an opportunity for the vendor team to meet and

introduce themselves to the PRMP staff and present their overall approach to completing the implementation of the platform in accordance as detailed in the RFP and resulting contract.

As part of the kickoff meeting materials, the vendor is expected to develop and deliver a kickoff meeting presentation and any other supporting artifacts necessary to support the facilitation of the kickoff meeting.

The kickoff meeting materials should include information such as:

- Recap of understanding of project scope.
- Overview and recap of proposed approach toward fulfillment of the scope
- Overview and introduction to the vendor's proposed team.
- Anticipated and implementation timeline.
- Other information as necessary to support the implementation execution
- Other topics conducive to rapid start.

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

D04: System Design and Architecture:

The vendor must provide a detailed system design and architecture document that provides an overview of how the productivity and operations platform will be structured, including hardware and software components, databases and system interfaces.

D05: User Interface Design:

The vendor must provide a design mockups or prototypes illustrating the visual representation of the productivity and operations platform, showcasing its look and feel, user interaction and intuitive navigation.

D06: Data Migration Plan:

The vendor must provide a Data Migration Plan if PRMP has existing data that needs to be migrated to the new productivity and operations platform. The Plan must outline how the vendor intends to handle the transition, ensuring data integrity and minimal disruption.

D07: Implementation Schedule and Plan:

The vendor must provide an estimated timeline for the implementation process, from the initial setup to the final deployment of the productivity and operations platform. The Implementation Plan reflects the final specifications for solution implementations. This document shall be developed based on outputs from the planning and design sessions conducted with the vendor and the PRMP project personnel. The Implementation Plan shall include details related to implementation activities relevant to the vendor's scope of work.

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

- Description of implementation
- Points of contact
- Major tasks
- Implementation schedule
- Security and privacy
- Implementation support
- Hardware, software, facilities, and materials
- Documentation
- Personnel and staffing requirements
- Training of implementation staff
- Outstanding issues
- Implementation impact
- Performance monitoring
- Configuration management interface
- Risks and contingencies
- Implementation verification and validation

D08: Training Plan:

The vendor must provide a training plan that includes all the details about the training. The Training Plan defines the training approach and activities to train the various Productivity and Operations solution users, including the PRMP staff. The Training Plan covers the baseline train-the-trainer and enhancements to include any newly developed, PRMP-specific training. The vendor is expected to conduct training activities throughout the entire duration of the contract, including during both implementation and operations.

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

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

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

D09: Testing and Quality Assurance:

The vendor must provide a Testing and Quality Assurance Plan that includes the vendor approach to testing and quality assurance. The vendor must include details about the testing methodologies, plans for system testing and any relevant certifications or standards adhered to.

D10: Support Plan:

The vendor must provide a detailed support Plan with all the information about the support services offered post implementation, responses times and issue resolution procedures.

D11: Maintenance and Operations Plan:

Vendor must provide a Maintenance and Operation Plan that outlines the strategies, procedures, and responsibilities for the ongoing maintenance and operation of a system facility.

D12: Training Materials:

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

The Training Materials shall include, at a minimum:

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

D13: Product Documentation

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

Product Documentation shall include, but not be limited to:

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

Appendix 2: SLAs and Performance Standards

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

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

The vendor should deduct any amount due as a result of the SLAs from its future payments, and those deductions should be made from the invoice total dollar amount. Each invoice should also be accompanied by an SLA Report detailing those SLAs that were triggered within the invoice period. For details on what should be included in the SLA Report, please refer to **Appendix 1: Deliverable Review Process**. Each invoice should detail the total invoice amount, the amount deducted due to the associated contract remedy, and the final invoice amount less the contract remedy. **The PRMP reserves the right to seek any other remedies under the contract.**

Table 15: SLAs At-a-Glance

ID	SLA Name
SLA-001	Disaster Recovery
SLA-002	Incident Restoration
SLA-003	Notice of Scheduled System Downtime
SLA-004	Solution Availability
SLA-005	System Incident Notification
SLA-006	System Maintenance
SLA-007	System Security
SLA-008	Change Management Request
SLA-009	Change Management Request
SLA-010	Deliverable Submission Updates
SLA-011	General Deliverables
SLA-012	Test Results Quality Rate

ID	SLA Name
SLA-013	Security Breach
SLA-014	Weekly Deliverables

SLAs and Performance Standards

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

The following table contains the terms and their definitions specific to the SLAs found in this appendix; the table can also be found in **Appendix 7: Acronyms, Abbreviations, and Terms Glossary**.

CAP

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

- Deficient SLA(s)
- A full description of the issue
- A root-cause analysis
- Impact of the issue and related risk
- A full description of the issue
- The resolution, including any failed solutions implemented before the resolution
- The proposed corrective action to avoid missing the SLA in the future

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

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



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Table 16: SLAs, Performance Standards, and Contract Remedies

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

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

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

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<p>Level 2 – Minor – Non-Critical, but having a negative effect on one or more business functions or system components.</p> <p>The vendor will use commercially reasonable efforts to respond to a Level 2 incident notification within two (2) business days.</p> <ul style="list-style-type: none"> • The vendor will use commercially reasonable efforts to report a recommended resolution and estimated fix date/time for all Level 2 incidents within two (2) business days of notification of the Level 2 incident. • Service Level for correction of a Level 2 incident is next scheduled release. <p>Level 1 – Cosmetic – Non-Critical, and non-impacting to one or more business functions or system components.</p> <ul style="list-style-type: none"> • The vendor will use commercially reasonable efforts to respond to a Level 1 incident notification within two (2) business days. • The vendor will use commercially reasonable efforts to report a recommended resolution and estimated fix date/time for all Level 1 incidents within two (2) business days of notification of the Level 1 incident. • Service Level for correction of a Level 1 incident is the next scheduled release. 	

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<p>The end date and time for an incident is the date and time that the resolution status for that incident is recorded in the associated solution's tool (i.e., JIRA, ALM, rTrace). An incident notification call occurs when a PRMP representative notifies the vendor M&O Manager via phone, SMS text message, or other acceptable communication form that a Level 4 or Level 5 incident has occurred and the vendor agrees that a Level 4 or Level 5 incident has occurred. The vendor's solution tool (i.e., JIRA®, ALM, rTrace) will document the nature of the problem, the official start time for the incident, a solution description, and anticipated fix date and time. When the incident is resolved, the resolution status will be recorded in the vendor's solution tool (i.e. JIRA®, ALM, rTrace).</p>	
SLA-003	Notice of Scheduled System Downtime	<p>The vendor must notify the PRMP staff via email of any planned system interruption, shutdown, or non-access to any files, at least three (3) business days prior to the scheduled interruption and obtain written PRMP approval prior to implementing the shutdown.</p>	<p>\$1,000 per system interruption that the PRMP is not notified of in advance.</p>
SLA-004	Solution Availability	<p>The solution must be available for the PRMP use in accordance with specifications 99.9% of the time during normal business hours of 6:00 a.m. to 7:00 p.m. AST, Monday through Friday, and 97% of the time during non-business hours.</p>	<p>The PRMP shall assess liquidated damages as specified below, per hour for each hour, or portion thereof, if the system fails to meet these availability performance standards.</p> <p>\$500 /hour Less than 24 hours \$1,000 /hour 25 – 48 hours \$2,000 /hour More than 48 hours</p>

ID	SLA Subject Area	Performance Standard	Contract Remedies
SLA-005	System Incident Notification	<p>The System Incident Notification service level will be measured based on the timeliness of notifications to the PRMP of any system critical or non-critical incidents. Incidents include, but are not limited to, financial transaction information (FTI), protected health information (PHI) incidents, privacy incidents, and security incidents in a month. Physical and system security incidents, and misuse of Information Technology (IT) resources, are considered critical incidents. Compliance standards and calculations are listed below:</p> <ul style="list-style-type: none"> • Time to notify the PRMP for critical incidents is within thirty (30) minutes of awareness of a critical incident. • Time to notify the PRMP is within two (2) hours of awareness of a non-critical incident. 	<p>\$500 for each occurrence of a failure to provide notification per the agreed-upon time frames.</p> <p>The vendor must compensate the PRMP for any fines and penalties imposed by regulatory entities.</p>
SLA-006	System Maintenance	<p>Deficiencies for all system components installed and operated within vendor sites. Based upon notification of a deficiency, the vendor will create a Problem Report describing the deficiency and identifying the vendor's recommended resolution and time frame. The vendor must report to the PRMP its recommended resolution and an estimated fix date/time within the time frames required. Each deficiency must be fixed within the time frames required. Resolution time frames might be different for system components operated and maintained within the vendor's site than those operated and maintained within the PRMP site. Problem Reports will be updated by the vendor with a description of the solution, and the date and time</p>	<p>The PRMP shall assess up to \$1,000 per calendar day for each day from the date an acceptable enhancement was due until it receives acceptance from the PRMP.</p> <p>The PRMP shall assess the following liquidated damages for failure to correct a Level 5 maintenance deficiency within the performance standard correction time.</p> <ul style="list-style-type: none"> • \$1,000 /calendar day: 1 – 3 days beyond performance standard • \$5,000 /calendar day: 4 – 7 days beyond performance standard • \$10,000 /calendar day: 8 – 14 days beyond performance standard

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<p>the deficiency was resolved, and the system resumed operations. The PRMP will determine the severity level assigned to a deficiency. The system refers to all operational components the vendor is responsible for maintaining.</p> <p>Level 5 – Emergency – The system no longer functions.</p> <ul style="list-style-type: none"> • Performance standard for responding to a deficiency call is thirty (30) minutes. • Performance standard for reporting a recommended resolution and an estimated fix date/time for all system components is two hours. • Performance standard for correction of a deficiency associated with a system component located at the vendor site is twenty-four (24) hours. • Performance standard for correction of a deficiency associated with a system component located at the PRMP site is twenty-four (24) hours. <p>Level 4 – Disabled, no Work-around – A business function or system component does not work as required, and no acceptable work-around is available.</p> <ul style="list-style-type: none"> • Performance standard for responding to a deficiency call is thirty (30) minutes. • Performance standard for reporting a recommended resolution and an estimated fix date/time for all system components is 	<ul style="list-style-type: none"> • \$15,000 /calendar day > 15 days beyond performance standard <p>The PRMP shall assess the following liquidated damages for failure to correct a Level 4 maintenance deficiency within the performance standard correction time.</p> <ul style="list-style-type: none"> • \$1,000 /calendar day: 1 – 3 days beyond performance standard • \$3,000 /calendar day: 4 – 7 days beyond performance standard • \$6,000 /calendar day: 8 – 14 days beyond performance standard • \$9,000 /calendar day > 15 days beyond performance standard <p>The PRMP shall assess the following liquidated damages for failure to correct a Level 3 maintenance deficiency within the performance standard correction time.</p> <ul style="list-style-type: none"> • \$1,000 /calendar day: 1 – 3 days beyond performance standard • \$2,000 /calendar day: 4 – 7 days beyond performance standard • \$3,000 /calendar day: 8 – 14 days beyond performance standard • \$4,000 /calendar day > 15 days beyond performance standard <p>The PRMP shall assess the following liquidated damages for failure to correct a Level 2 maintenance deficiency within the performance standard correction time.</p> <ul style="list-style-type: none"> • \$250 /calendar day: 1 – 3 days beyond performance standard

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<p>two (2) hours.</p> <ul style="list-style-type: none"> • Performance standard for correction of a deficiency associated with a system component located at the vendor site is forty-eight (48) hours. • Performance standard for correction of a deficiency associated with a system component located at the PRMP site is forty-eight (48) hours. <p>Level 3 – Disabled, Work-around – A business function or system component does not work as required, but a work-around that is acceptable to the PRMP is available.</p> <ul style="list-style-type: none"> • Performance standard for responding to a deficiency call is thirty (30) minutes. • Performance standard for reporting a recommended resolution and an estimated fix date/time for all system components is two (2) hours. • Performance standard for correction of a deficiency associated with a system component located at the vendor site is three (3) business days. • Performance standard for correction of a deficiency associated with a system component located at the PRMP site is four (4) business days. <p>Level 2 – Minor – Non-Critical, but having a negative effect on one or more business functions or system components.</p>	<ul style="list-style-type: none"> • \$500 /calendar day: 4 – 7 days beyond performance standard • \$650 /calendar day: 8 – 14 days beyond performance standard • \$800 /calendar day > 15 days beyond performance standard <p>The PRMP shall assess the following liquidated damages for failure to correct a Level 1 maintenance deficiency within the performance standard correction time.</p> <ul style="list-style-type: none"> • \$100 /calendar day: 1 – 3 days beyond performance standard • \$250 /calendar day: 4 – 7 days beyond performance standard • \$325 /calendar day: 8 – 14 days beyond performance standard • \$400 /calendar day > 15 days beyond performance standard

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<ul style="list-style-type: none"> • Performance standard for responding to a problem call is thirty (30) minutes. • Performance standard for reporting a recommended resolution and an estimated fix date/time for all system components is four (4) hours. • Performance standard for correction of a problem associated with a system component located at the vendor site is five (5) business days. • Performance standard for correction of a deficiency associated with a system component located at the PRMP site is seven (7) business days. <p>Level 1 – Cosmetic – Non-critical and non-impacting to one or more business functions or system components.</p> <ul style="list-style-type: none"> • Performance standard for responding to a deficiency call is thirty (30) minutes. • Performance standard for reporting a recommended resolution and an estimated fix date/time for all system components is four (4) hours. • Performance standard for correction of a deficiency associated with a system component located at the vendor site is ten (10) business days. <p>Performance standard for correction of a deficiency associated with a system component located at the PRMP site is ten (10) business days.</p>	

ID	SLA Subject Area	Performance Standard	Contract Remedies
SLA-007	System Security	The vendor must maintain and document security features for all vendor-supported solutions to ensure the solution is protected against unauthorized access according to the PRMP policies and procedures.	The PRMP shall assess up to \$500 for each record that accessed without authorization, according to the PRMP policies and Procedures. The PRMP shall assess up to \$10,000 for each day that a security breach goes unreported.
SLA-008	Change Request Management A	The vendor must provide an online database of Change Requests and resulting Change Orders to include the entire history that is searchable by date, status, priority, title, and description. This database must be updated within twenty-four (24) hours of receipt of a Change Request, creation of a Change Order, or change in status of an existing Change Request or Change Order.	The PRMP shall assess up to \$200 per business day for each day the database and search capability is not fully available. The PRMP shall assess up to \$100 per business day per Change Request or Change Order for each day a Change Request or Change Order is late in being updated in the database.
SLA-009	Change Request Management B	Comprehensive and accurate responses from the vendor to all Change Requests—including the proposed solution, cost, and time frames—must be delivered to the PRMP within fifteen (15) business days of receipt of a the PRMP Change Request.	The PRMP shall assess up to \$100 per business day for each day an acceptable Change Request response is not timely received. If a Change Request response is received on time but the information reported is inaccurate or incomplete, the PRMP shall assess up to \$100 per business day until an acceptable response is received.
SLA-010	Deliverable Submission Updates	The vendor must address the PRMP's feedback on the vendor's deliverables, make requested changes, and resubmit a deliverable following a five (10) day review period of the deliverable by the PRMP.	\$1,000 per business day that the deliverables are not delivered in alignment with this performance standard, or the performance standard agreed to by the PRMP.
SLA-011	General Deliverables	The vendor must deliver project deliverables by the date within the approved Schedule.	The PRMP shall assess up to \$2,000 per business day from the agreed-upon deliverable acceptance date until the date each critical deliverable receives acceptance from the PRMP.

ID	SLA Subject Area	Performance Standard	Contract Remedies
		All deliverables are subject to this SLA, except for those project deliverables that are specifically assigned their own SLA.	
SLA-012	Test Results Quality Rate	The Test Results Quality Rate will be determined using the results of a vendor-generated, pre-test strategy, executed testing cases, including functionality, performance, integration, interfaces, operational suitability, and other test coverage items comprising a thorough vendor-executed testing effort for every post-implementation release. The initial service level for this SLA will be zero critical, high, or medium defects, and an agreed-upon remediation plan for low defects. The PRMP will validate test results during each post-implementation release.	Failure to meet any agreed-upon time frames for a release due to unresolved Critical or High defects might result in the assessment of liquidated damages of \$2,000 for each critical defect and \$1,500 for each high defect. Additional liquidated damages will be assessed \$500 for every seven (7) business days for each defect until a correction is implemented. As defined in the PRMP's agreed-upon remediation plan, medium or low defects that are not resolved might result in the assessment of liquidated damages of \$750 per business day for each defect if agreed-upon resolution time frames are not met.
SLA-013	Security Breach	The vendor must establish and maintain systems, processes, and security features to protect beneficiary information from unauthorized access according to the PRMP policies and procedures.	The PRMP shall assess up to \$500 for each beneficiary whose information is accessed without authorization and is attributable to a fault of the vendor, according to the PRMP policies and procedures. The PRMP shall assess up to \$10,000 for each day that a security breach attributed to the vendor goes unreported in a Daily Activity Report, as described in the Deliverables Dictionary.

Appendix 3: Key Staff Qualifications, Experience, and Responsibilities

The tables below detail the roles of vendor specific key staff necessary for successful execution of the services detailed in this RFP. Minimum qualifications, experience, and primary responsibilities are provided for each role. The vendor may propose the staff and include the qualifications and responsibilities.

Table 17: Vendor Key Staff Roles and Responsibilities

Vendor Role	Qualifications	Responsibilities
Propose Role		
Proposed Role		
Proposed Role		
Proposed Role		

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

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

Any of the vendors that submitted a responsive proposal to 2023-PRMP--POP-003 will have the opportunity to challenge or appeal the award that results from the RFP and evaluation process.

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

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

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

Application for Review for: RFP number 2023-PRMP-POP-003

Vendor's Legal Name

I _____ representing _____ company

hereby submit an application for review of 2023-PRMP-POP-003 to _____ (awarded entity) due to the following reasons:

Please explain and detail the reasons below:

Representative Signature: _____

Date: _____

Appendix 5: Disclosure of Lobbying Activities (Vendor Only)

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

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

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

Appendix 6: Proforma Contract Draft

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

COMMONWEALTH OF PUERTO RICO

DEPARTMENT OF HEALTH

SAN JUAN, PUERTO RICO

PROFESSIONAL SERVICES CONTRACT FOR THE PUERTO RICO MEDICAID PROGRAM

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

APPEARING

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

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

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

WITNESSETH

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

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

CLAUSES AND CONDITIONS

1. SERVICES:

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

2. INTERAGENCY SERVICES: BOTH PARTIES acknowledge and agree that the contracted services can be rendered to any entity part of the Executive Branch, with which the **FIRST PARTY** has entered into an interagency agreement or by direct order of the Governor’s Chief of Staff. Said services will be rendered under the same terms and conditions as agreed upon in this Contract.

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

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

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

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

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

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

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

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

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

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

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

5. RESOURCES TO PAY FOR THE SERVICES: The services provided under this contract will be paid from the Allowance for Professional and Consulting Services, account number:

6. INDEPENDENT CONTRACTOR: **BOTH PARTIES** freely and voluntarily agree that under the terms of this agreement, no employer/employee relationship will be established and that the **SECOND PARTY** will act and render services as an independent contractor and further convene not to claim the **FIRST PARTY** for vacation or sick leave, retirement benefits, Christmas bonus, or for professional responsibility insurance policy. Nevertheless, the **FIRST PARTY** will make all

discounts and allocations for Federal Social Security required by the Federal Internal Revenue Service Office, but **BOTH PARTIES** accept and acknowledge that with these discounts and allocations, no employer/employee relationship is established between the parties.

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

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

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

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

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

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

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

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

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

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

13. RESOLUTION AND TERMINATION:

General Terms

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

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

The insufficiency of funds shall be just cause for the immediate termination or modification of the Compensation Clause of this contract. In the case of a modification of the Compensation Clause, the Services to be provided by the **SECOND PARTY** will be adjusted accordingly. However, in the case of an immediate termination for insufficiency of funds, reimbursement of wind-down

costs (such costs are subject to the **FIRST PARTY'S** approval) incurred by the **SECOND PARTY** as detailed in **Appendix A** shall be payable.

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

1. The infringement or infringements by the **SECOND PARTY** of Act No. 1 of January 3, 2012, as amended, known as the "Puerto Rico Government Ethics Act", as amended.
2. The **SECOND PARTY'S** uncured material breach of its responsibilities, or the abandonment of its material responsibilities as set forth in **CLAUSE ELEVENTH: MATERIAL BREACH OF OBLIGATIONS OR ABANDONNEMENT**.
3. The non-compliance by the **SECOND PARTY** of the regulations and procedures established by the **FIRST PARTY** communicated in writing and with reasonable advance notice to the **SECOND PARTY**.
4. The conviction or the determination of probable cause against the **SECOND PARTY** for the commission of a crime or offense against the public treasury or government administration or that involves public funds or properties, be it in the federal or state levels.
5. If the **SECOND PARTY** incurs and acts as described in **CLAUSE TWENTY THIRD** of this contract.
6. If the **SECOND PARTY** is accused, administratively or criminally, or convicted, of the fraudulent acquisition of any credentials.
7. If the **SECOND PARTY** loses its professional license or does not maintain its professional license up to date.
8. Cancellation of the professional liability policy of the **SECOND PARTY**, described in **CLAUSE TWENTY NINTH** of this contract.
9. If the **SECOND PARTY** violates HIPAA requirements as defined in **CLAUSE THIRTEENTH** of this contract.
10. The 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**.

Termination Assistance

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

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

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

Within seven (7) calendar days deliver copies of all subcontracts and all third-party contracts executed in connection with the performance of the Services.

Within seven (7) calendar days, provide the list of services provided by subcontractors in connection with the performance of the Service including the names of the subcontractors.

Place no further orders or subcontracts for Services, except as may be necessary for completion of such portion of the work under the Contract that is not terminated as specified in writing by the **FIRST PARTY**.

Assign, to the extent applicable or as the **FIRST PARTY** may require, all subcontracts and all third-party contracts executed in connection with the performance of the Services to the **FIRST PARTY** and/or a successor provider. Should any subcontractor or third party require an assignment fee, the **FIRST PARTY** agrees to pay such fee to the subcontractor or third party.

Perform, as the **FIRST PARTY** may require, such knowledge transfer and other services as are required to allow the Services to continue without interruption or adverse effect and to facilitate orderly migration and transfer of the services to the successor.

Promptly supply all materials necessary for continued operation of the System, including:

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

Take such action as may be necessary, or as the **FIRST PARTY** may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the **SECOND PARTY** and in which the **FIRST PARTY** has or may acquire an interest, and to transfer that property to the **FIRST PARTY** or a successor.

Cooperate with the successor **SECOND PARTY**, other contractors, and the **FIRST PARTY** in the planning and transfer of operations.

The **SECOND PARTY** acknowledges that, if it were to breach, or threaten to breach, its obligation to provide the **FIRST PARTY** with the foregoing assistance, the **FIRST PARTY** might be immediately and irreparably harmed and monetary compensation might not be measurable or adequate. In such circumstances, the **FIRST PARTY** shall be entitled to obtain such injunctive, declaratory, or other equitable relief as the **FIRST PARTY** deems necessary to prevent such breach or threatened breach, without the requirement of posting any bond, and the **SECOND PARTY** waives any right it may have to allege or plead or prove that the **FIRST PARTY** is not entitled to injunctive, declaratory, or other equitable relief. If the court should find that the **SECOND PARTY** has breached (or attempted or threatened to breach) any such obligations, the **SECOND PARTY** agrees that without any additional findings of irreparable injury or other conditions to injunctive or any equitable relief, the **SECOND PARTY** will not oppose the entry of an order compelling its performance and restraining the **SECOND PARTY** from any further breaches (or attempted or threatened breaches).

Transition Services

The **SECOND PARTY** shall provide assistance in turning over some or all artifacts, roles and processes to the **FIRST PARTY** and/or to another contractor. This section describes the facets of turnover planning and activities that are to start two (2) months preceding contract termination or upon request. Turnover must be smooth, timely, and without adverse impact on Medicaid beneficiaries. The **SECOND PARTY** shall provide a Turnover Results Report that documents completion and results of each step of the Turnover and Closeout Management Plan.

C.1 Turnover and Closeout Management Plan

Prepare, or update, and submit to the **FIRST PARTY** the Turnover and Closeout Management Plan two (2) months preceding contract termination or upon request. The Turnover and Closeout

Management Plan shall be based on all facets of a smooth turnover occurring within two (6) months prior to contract expiration, including but not limited to:

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

The Turnover and Closeout Management Plan will include:

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

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

C.2 Statement of Resources

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

C.4 Transition Deliverables

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

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

14. MONETARY INTEREST:

_____ The **SECOND PARTY** certifies that to the best of its knowledge, no official or employee of the **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 no less than \$X.

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

3. Professional Liability Insurance with limits no less than \$X.

The policies must have the following endorsements:

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

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

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

23. INCOME TAX CERTIFICATION:

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

OR

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

OR

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

AND

The **SECOND PARTY** shall submit, in original format, a Department of the Treasury’s Income Tax Return Filing Certification, Form SC 6088, if pertinent, a Manual Correction to the Income Tax Return Filing Certification (Form SC 2888) and Tax Return Filing Certification (Form SC 6096), and the Center for Municipal Revenue Collection (CRIM) Certification of Property Tax

Payment. In the event the **SECOND PARTY** does not own property, and does not pay property taxes, the **SECOND PARTY** shall submit a sworn statement, pursuant to the requirements of terms on Circular Letter 1300-16-16 of the Department of the Treasury, and a Debt Certification for all concepts that are part of this contract.

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

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

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

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

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

OR

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

OR

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

OR

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

AND

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

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

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

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

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

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

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

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

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

26. CERTIFICATION BY THE CHILD SUPPORT ADMINISTRATION: The **SECOND PARTY** shall submit to the **FIRST PARTY** a certification of compliance issued by the Child Support Administration ("ASUME", for its acronym in Spanish).

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

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

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

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

_____ The **SECOND PARTY** certifies and warrants that it is not required to comply with the provisions of Act No. 168 of August 12, 2000, known as the "Act for the Enhancement to the Support of the Elderly in Puerto Rico", by which the Program for the Support of the Elderly is established and ascribed to the ASUME, the breach of this clause shall result in immediate termination of this contract.

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

28. CERTIFICATION REGARDING DEPARTMENT OF LABOR AND HUMAN RESOURCES MATTERS: The **SECOND PARTY** certifies and warrants that at the moment of executing this contract it has paid:

_____ Unemployment Insurance

_____ Temporary Disability

_____ Chauffeur's Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- i. Maintain systems that protect PHI, either through physical or electronic means, from unauthorized access and maintain compliance with the HIPAA electronic security rules, including but not limited to, electronic risk analysis.
- ii. Previous written request to the **FIRST PARTY**, to allow access to the PHI owner individual to his/her health information, in compliance with the **FIRST PARTY'S** policies that only the minimum necessary information be disclosed with any PHI request.
- iii. Maintain a registry of shared PHI, with access to the **FIRST PARTY**, as required by 45 C.F.R. § 164.528.
- iv. Immediately inform the **FIRST PARTY** of any unauthorized use or disclosure as soon as it has knowledge.

- v. Require that any subcontractor or agent follow the restrictions and conditions that are applicable to the **FIRST PARTY** in the management of PHI, including electronic medical information. The **SECOND PARTY** shall, upon request from the **FIRST PARTY**, share the flow-down process undertaken with contractors in the management of PHI.
- vi. Incorporate any amendment to the individual information that is transmitted by the **FIRST PARTY**.
- vii. Make available for inspection by Department of Health and Human Services (DHHS) personnel its internal practices, books and records related to the use and disclosure of PHI received from the **FIRST PARTY**.
- viii. The **SECOND PARTY** shall return to the **FIRST PARTY**, all the PHI that it possesses upon contract termination.
- ix. The **SECOND PARTY** will be responsible for maintaining the security and integrity of the **FIRST PARTY'S** patients, in particular the information that is shared through mobile electronic devices. Therefore, the **SECOND PARTY** shall be obligated to comply with the following requirements:

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

b. The management of PHI through other mobile methods is limited to extreme circumstances in which its exchange is necessary to preserve the health and security of the patients and when the communication is between duly authorized healthcare professionals by the covered entity that is sharing the PHI. In these circumstances, the information to be shared will be identified in such manner that it does not identify the patient receiving health services.

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

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

E. The **SECOND PARTY** shall be responsible for the requirements listed in subpart C of 45 C.F.R. § 164 relative to compliance with electronic PHI (ePHI). The **SECOND PARTY** shall

immediately inform the **FIRST PARTY** as soon as it has knowledge regarding the use or disclosure of any electronic security incident where the PHI of program participants may be compromised as required by 45 C.F.R. § 164.410. Any expense generated because of the violation of PHI or ePHI management requirements shall be the responsibility of the **SECOND PARTY**.

F. The **SECOND PARTY**, at its own expense, shall be responsible for notifying each patient and participant that an electronic security breach has occurred that affects or compromises their PHI, and will proceed to report the incident to the United States of America (U.S.) Department of Health and Human Services Office of Civil Rights in compliance with the Health Information Technology for Economic and Clinical Health Act, and the Genetic Information Nondiscrimination Act, and will report to the **FIRST PARTY** of all activities undertaken to resolve the incident. Additionally, the **SECOND PARTY** shall file a report with the **FIRST PARTY'S** HIPAA Office.

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

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

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

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

32. COMPLIANCE WITH ACT NUMBER 127 OF MAY 31, 2004: **BOTH PARTIES** acknowledge and accept that none of the obligations and stipulations in this contract are enforceable until this contract is duly presented and registered by the Comptroller of the Commonwealth of Puerto Rico as per Act Number 18 of October 30, 1975, as amended, by Act Number 127 of May 31, 2004.

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

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

35. SUBCONTRACTING:

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

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

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

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

37. OTHER PROVISIONS:

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

38. ULTRAVIRES: IN ACCORDANCE WITH THE RULES OF LAW AND THE STANDARDS THAT GOVERN THE CONTRACTING OF SERVICES, THE PERSONS APPEARING FOR THIS CONTRACT ACKNOWLEDGE THAT NO SERVICES SHALL BE PROVIDED UNDER THIS CONTRACT UNTIL IT IS SIGNED BY BOTH PARTIES. LIKEWISE, NO SERVICES WILL BE

PROVIDED UNDER THIS CONTRACT AFTER THE EXPIRATION DATE, EXCEPT IN THE CASE THAT AT THE EXPIRATION DATE, AN AMENDMENT IS ALREADY IN PLACE SIGNED BY BOTH PARTIES. THE SERVICES PROVIDED IN VIOLATION OF THIS CLAUSE SHALL NOT BE PAID, DUE TO THE FACT THAT ANY OFFICIAL WHO MIGHT REQUEST AND RECEIVE SERVICES FROM THE OTHER PARTY, IN VIOLATION OF THIS PROVISION, WILL BE DOING IT WITHOUT ANY LEGAL AUTHORITY.

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

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

The **SECOND PARTY** hereby recognizes and accepts that no services shall be rendered, nor shall any payment be due under this contract until the **SECOND PARTY** is registered under the RUP and the Eligibility Certificate is submitted to the **FIRST PARTY**.

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

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

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

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

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

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

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

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

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

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

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

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

In San Juan, Puerto Rico, today _____, 2023.

SECOND PARTY

FIRST PARTY

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

CERTIFICATION

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

Proforma Contract Appendix B

Business Associate Agreement

In the event of any conflict among the terms of the Agreement (excluding Proforma Contract Appendix B (*Business Associate Agreement*)) and the terms and conditions of this Proforma Contract Appendix B (*Business Associate Agreement*), the terms and conditions that are more protective of the PHI shall govern to the extent of that conflict.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between the Puerto Rico Department of Health, with offices at Departamento de Salud, Antiguo Hospital de Psiquiatría, Edif. A, Centro Médico, San Juan, PR 00936 (“Covered Entity”), and _____ (“Business Associate”), with offices at _____ (individually a “Party” and collectively the “Parties”), is applicable when referenced in or attached to a Professional Services Contract for Business Consultant Services for the Puerto Rico Medicaid Program for the Provision of Services (“Transaction Document”), and is effective on the last signature date below (“Effective Date”).

RECITALS:

WHEREAS, the Covered Entity is subject to the federal Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d – 1320d-8 (“HIPAA”), as amended from time to time, and is required to safeguard individually identifiable health information that the Covered Entity creates, receives, maintains, or transmits (hereinafter “Protected Health Information” or “PHI”) in accordance with the requirements HIPAA establishes and also the requirements set forth in the Health Information Technology for Economic and Clinical Health (“HITECH”) Act and their respective implementing regulations;

WHEREAS Covered Entity desires to disclose PHI to Business Associate and/or allow others to disclose PHI to Business Associate, on Covered Entity’s behalf, to perform functions or activities on behalf of, and/or provide services as described in the Transaction Document to Covered Entity; and

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

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

I. Definitions

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the federal Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 subpart A and 164 subparts A and E (the “Privacy Rule”); the federal Security Standards for the Protection of Electronic Protected Health Information, 45 CFR Parts 160 subpart A and 164 subparts A and C (the “Security Rule”); and the Notification in the Case of Breach of Unsecured Protected Health Information, 45 CFR Part 164 subpart D (the “Breach Notification Rule”) (collectively the “HIPAA Rules”).

Breach. “Breach” shall have the same meaning as the term “Breach” as defined in 45 CFR 164.402.

Business Associate. “Business Associate” shall have the same meaning as the term “Business Associate” in 45 CFR 160.103 and as used in this Agreement, refers to Business Associate in its capacity as an entity that creates, receives, maintains, or transmits Protected Health Information in providing services to a Covered Entity.

Covered Entity. “Covered Entity” shall have the same meaning as the term “Covered Entity” in 45 CFR 160.103 and as used in this Agreement, refers to the Covered Entity identified above.

Individual. “Individual” shall have the same meaning as the term “Individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as the term “Protected Health Information” in 45 CFR 160.103 and shall refer to PHI obtained from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, including any PHI that is created, received, maintained, or transmitted in an electronic form (“Electronic PHI”).

Required By Law. “Required By Law” shall have the same meaning as the term “Required by Law” in 45 CFR 164.103.

Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.

Security Incident. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system” as defined at 45 CFR 164.304.

Unsecured Protected Health Information. “Unsecured Protected Health Information” or “Unsecured PHI” shall mean Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Pub. L. 111-5, as defined at 45 CFR § 164.402.

II. Obligations and Activities of Business Associate

Uses and Disclosures of PHI. With respect to each use and disclosure of PHI Business Associate makes pursuant to this Agreement, or otherwise, Business Associate agrees as follows:

Business Associate agrees not to use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. To the extent that a Business Associate performs any of

Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.

If applicable, in accordance with 45 CFR 164.504(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to enter into written agreements with any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate, and the terms of such agreements shall incorporate substantially similar restrictions, conditions, and requirements that apply to Business Associate through this Agreement.

At the sole cost and expense of the Covered Entity, Business Associate agrees to make available and provide Covered Entity with access to PHI to meet the requirements under 45 CFR 164.524. The obligations of Business Associate in this paragraph apply only to PHI in Designated Record Sets in Business Associate's possession or control as such term is defined at 45 CFR § 164.501. Such access shall be in a timely and reasonable manner, as agreed upon by the Parties.

At the sole cost and expense of the Covered Entity, Business Associate agrees to make any amendment(s) to PHI that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity, in a time and manner reasonably agreed upon by the Parties. The obligations of Business Associate in this paragraph apply only to PHI in Designated Record Sets in Business Associate's possession or control as such term is defined at 45 CFR § 164.501.

Business Associate agrees to make its internal practices, books, and records, including any policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a time and manner reasonably agreed upon or designated by the Secretary, for purposes of the Secretary determining a Covered Entity's compliance with the Privacy and Security Rule.

Business Associate agrees to maintain and make available, in a time and manner reasonably negotiated between the Parties, the information required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

Securing Electronic PHI.

7. Business Associate agrees to use appropriate safeguards and comply with applicable and mandatory requirements of the Security Rule set forth at 45 CFR 164.308, 164.310, 164.312,

and 164.316 with respect to Electronic PHI to prevent the use or disclosure of Electronic PHI other than as provided for by this Agreement.

8. Business Associate shall report to Covered Entity any Security Incident that results in the unauthorized disclosure of Electronic PHI of which Business Associate becomes aware with respect to Electronic PHI Business Associate creates, transmits, receives or maintains on behalf of Covered Entity. Business Associate shall report unsuccessful Security Incidents to Covered Entity upon request. Parties recognize, however, that a significant number of meaningless attempts to access, without authorization, use, disclose, modify or destroy PHI in Business Associate's systems will occur on an ongoing basis and could make a real-time reporting requirement formidable for Parties. Therefore, Parties agree that the following are illustrative of unsuccessful Security Incidents that, if they do not result in a pattern of Security Incidents or the unauthorized access, use, disclosure, modification, or destruction of PHI or interference with an information system, do not need to be reported:
 - a. Pings on a firewall;
 - b. Port scans;
 - c. Attempts to log on to a system or enter a database with an invalid password or username; and
 - d. Malware (e.g., worms, viruses).

Notification of Breaches of Unsecured PHI. Business Associate will notify Covered Entity of Breaches of Unsecured PHI without unreasonable delay and in no case later than thirty (30) calendar days after the Discovery of such a Breach of the Covered Entity's Unsecured PHI, as those terms are defined at 45 CFR Part 164 subpart D. Business Associate's notice to the Covered Entity shall include the applicable elements as set forth at 45 CFR 164.410(c).

III. Permitted Uses and Disclosures by Business Associate

In accordance with the limitations in this Agreement, Business Associate may use or disclose PHI as necessary to perform functions on behalf of and/or provide services to Covered Entity to the extent such uses or disclosures are permitted by the Privacy Rule, as it may be amended from time to time.

IV. Specific Use and Disclosure Provisions

In accordance with the limitations in this Agreement, Business Associate may use PHI as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, to the extent such use is permitted by the Privacy Rule, as it may be amended from time to time.

In accordance with the limitations in this Agreement, Business Associate may disclose PHI as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are (i) Required By Law, (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the

confidentiality of the information has been Breached, or (iii) are otherwise permitted by the Privacy Rule, as it may be amended from time to time.

Business Associate may use PHI as necessary to report violations of law to appropriate federal and state authorities, to the extent permitted by 45 CFR 164.502(j)(1).

In accordance with 45 CFR 164.504(e)(2)(i)(B), Business Associate may use PHI to provide data aggregation services.

V. Specific Use and Disclosure Restrictions

- (a) Business Associate will restrict the disclosure of an Individual's PHI in accordance with 45 CFR 164.522(a)(1)(i)(A), notwithstanding paragraph (a)(1)(ii) of that section, when, except as otherwise Required by Law, the Covered Entity notifies Business Associate that the Individual has made such a restriction request, and each of the following conditions is satisfied:

The disclosure would be to a health plan for the purposes of carrying out payment or healthcare operations, as that term may be amended from time to time, and

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

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

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

- (1) The purpose of the exchange is for research or public health activities, as described at 45 CFR 154.501, 164.512(i), 164.512(b) and 164.514(e), or
- (2) The purpose of the exchange is for the treatment of the Individual, subject to 164.506(a) and any regulation that the Secretary may promulgate to prevent PHI from inappropriate access, use or disclosure, or

- (3) The purpose of the exchange is the healthcare operation specifically described in subparagraph (iv) of paragraph (6) of the definition of healthcare operations at 45 CFR 164.501 and pursuant to 164.506(a), or
- (4) The purpose of the exchange is for remuneration that is provided by Covered Entity to the Business Associate for activities involving the exchange of PHI that Business Associate undertakes on behalf of and at the specific request of the Covered Entity as set forth in this Agreement, or
- (5) The purpose of the exchange is to provide an Individual with a copy of the Individual's PHI pursuant to 45 CFR 164.524 or an accounting of disclosures pursuant to 164.528, or
- (6) The purpose of the exchange is otherwise determined by the Secretary in regulations to be similarly necessary and appropriate.

VI. Obligations of Covered Entity

- (a) Covered Entity shall notify Business Associate of any limitation(s) in a Covered Entity's notice of privacy practices, in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that a Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522, or as mandated pursuant to Section 13405(c) of the HITECH Act, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) Covered Entity agrees to disclose to Business Associate only the minimum amount of PHI necessary to accomplish the services covered in the Transaction Document.
- (e) Covered Entity understands and agrees that in addition to obligations Required By Law, Business Associate provides services in the Transaction Document on the express condition that the Covered Entity fulfills its additional obligations set forth therein.

VII. Permissible Requests by Covered Entity

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

VIII. Term and Termination

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

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

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

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

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

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

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

Effect of Termination.

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

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

Miscellaneous

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

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

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

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

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

COVERED ENTITY

BUSINESS ASSOCIATE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix 7: Acronyms, Abbreviations, and Terms Glossary

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

Table 18: Acronyms, Abbreviations, and Terms Glossary

Acronym	Term
ADA	Americans with Disabilities Act (1990)
APIs	Application Programming Interfaces
ASES	Administración de Seguros de Salud
Asset	Software, licenses, subscriptions, branding, hardware, furniture, lockboxes, etc.
ASC	Ambulatory Surgical Center
ASG	Puerto Rico General Services Administration
AST	Atlantic Standard Time
BAA	Business Associate Agreement
BIA	Business Impact Analysis
BC/DR	Business Continuity/Disaster Recovery
BRD	Business Requirements Document
CAP	Corrective Action Plan
CFR	Code of Federal Regulation
CMS	Centers for Medicare & Medicaid Services
Commonwealth	The Commonwealth of Puerto Rico
COTS	Commercial Off-The-Shelf Software
DCP	Data Conversion Plan
DEA	Drug Enforcement Agency
DED	Deliverable Expectation Document
DHHS	Department of Health and Human Services
DDI	Domain Name System, Dynamic Host Configuration Protocol, IP Address Management
DSD	Detailed System Design
DUNS	Data Universal Numbering System

Acronym	Term
DME	Durable Medical Equipment
ETL	Extract, transform, and load
E&E	Eligibility and Enrollment
ePHI	Electronic Protected Health Information
ePMO	Enterprise Project Management Office
ESC	Executive Steering Committee
FedRAMP	Federal Risk and Authorization Management Program Certification
FFATA	Federal Funding Accountability and Transparency Act
FOMB	Fiscal Oversight Management Board
FQHC	Federally Qualified Health Center
GSA	General Services Administration
GHP / Plan Vital	Government Health Plan
Hacienda	Puerto Rico Treasury Department
HIE	Health Information Exchange
HIPAA	Health Insurance Portability and Accountability Act
HIPDB	Healthcare Integrity Protection Data Bank
HITECH	Health Information Technology for Economic and Clinical Health Act
HPR	Hospital Presumptive Eligibility
IC	Integrated Cases
IT	Information Technology
IdAM	Utilization of Identity Access Management
IVU	Collection of Sales and Use tax
KPI	Key Performance Indicator
LEIE	List of Excluded Individuals and Entities
M&O	Maintenance and Operations
MAOs	Medicare Advantage Organization
MED	Medicare Exclusion Database
MET/BUP	Methadone/Buprenorphine
MEDIT3G	Medicaid Information Technology Initiative, Third Generation

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

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

