

DEPARTAMENTO DE  
**SALUD**



**Puerto Rico Medicaid Program  
Eligibility and Enrollment System Takeover  
Request for Proposal**

**2024-PRMP-MES-EE-001**

**July 22, 2024**

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# 1. Executive Summary

## 1.1 Purpose of the RFP

The Puerto Rico Department of Health (PRDoH) Puerto Rico Medicaid Program (PRMP) is issuing this Medicaid Eligibility and Enrollment (E&E) Request for Proposals (RFP) to solicit vendor proposals to procure the professional services of a qualified E&E system vendor (vendor) to perform a system transition/takeover and subsequent operations and enhancements for PRMP's existing Cúram E&E system. As part of the system takeover, there will be no newly added functionality, design elements, coding, and/or rules. Changes to the system are anticipated to occur prior to go-live and then resume following post go-live stabilization.

If the incumbent vendor wins this contract, the resulting scope of work will be refined at PRMP's discretion.

Through this RFP, PRMP seeks to procure a qualified Cúram vendor who is capable of taking over the existing system and can meet PRMP's goals and requirements. See Section 4 of the RFP for additional details.

This RFP defines the 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 the proposed work under this RFP. The PRMP E&E system aligns with all associated functionality with the Centers for Medicare & Medicaid Services (CMS) guidance for an E&E system.

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. PRMP previously published a Request for Information (RFI) related to this effort. For more information related to the RFI, please refer to the link in **Appendix 7: Procurement Library**. Appendix 7: Procurement Library The Commonwealth of Puerto Rico (Commonwealth) appreciates and welcomes proposals from willing and qualified vendors capable of meeting the requirements of this RFP.

## 1.2 Location

The PRMP central office is located at:

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

### 1.3 RFP Timeline

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

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

**Table 1: RFP Schedule of Events**

RFP Released to Public .....	7/22/2024
Notice of Intent to Respond .....	8/2/2024
Vendor’s Written Questions Submission Deadline .....	8/2/2024
Question Responses Posted .....	8/9/2024
Proposal Submission Due Date .....	9/3/2024
Technical Proposal Opening .....	9/9/2024
Oral Presentations (if applicable) .....	TBD
Cost Proposal Opening .....	10/12/2024
Notice of Award .....	10/26/2024
Contract Signature and Distribution .....	12/20/2024

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

## 2. Background and Overview of Existing Programs and Services

### 2.1 PRMP

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

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

Governance is the authority and accountability that defines and controls the outputs, outcomes, and benefits from programs and projects. The Puerto Rico Medicaid Enterprise System (PRMES) governance provides a structured decision-making process, defines who can and who needs to make decisions, and clarifies the roles and responsibilities of the teams involved and how they work together.

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

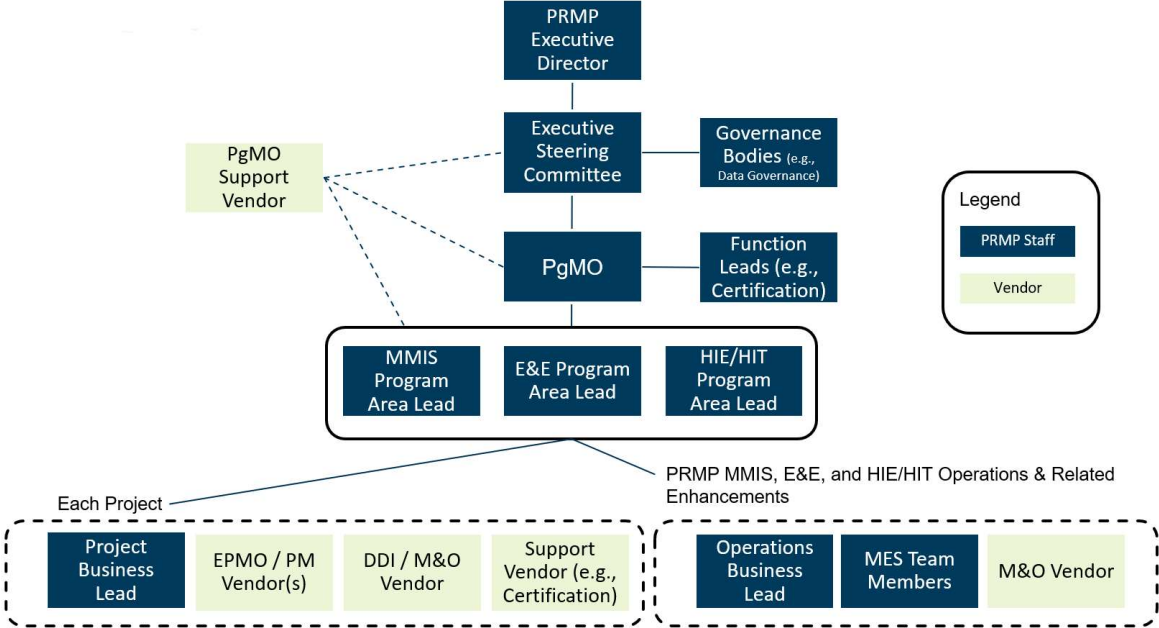
**Figure 1: The PRMP MES Governance Structure** depicts the PRMP's MES governance structure.

**Table 2: The PRMP MES Governance Structure Roles and Responsibilities**

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

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

Figure 1: The PRMP MES Governance Structure



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

**Figure 2: Distinctions Between PgMO and ePMO**

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

In support of establishing a consistent approach toward the PRMP's management of MES projects, the PRMP's PgMO has developed guidance for MES vendors that includes, but is not limited to, PgMO Plan Aids. This guidance and other documentation completed in support of the PRMP's MES governance can be found in **Appendix 7: Procurement Library** and should be referenced by the vendor when developing project deliverables. The PgMO Plan Aids and supporting MES guidance should be referenced in conjunction with the ePMO Management Plans and supporting guidance.

### 2.1.1 Administración de Seguros de Salud

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

As of March 2024, Plan Vital provides services to approximately 1.5 million beneficiaries throughout the Commonwealth. This number is expected to decrease over the next several months due to the Public Health Emergency (PHE) unwind.

## 2.1.2 Managed Care Organizations

An MCO is a health plan composed of a group of doctors and other providers working together to provide health services to its beneficiaries. An MCO covers all Medicaid services, including medical services, behavioral health services, nursing facility services, and other services allowed by Puerto Rico Medicaid. Currently, Plan Vital contracts with four MCOs:

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

## 2.1.3 Beneficiaries

There are over 1.5 million beneficiaries in the Medicaid program, and nearly 300,000 beneficiaries are dually eligible for Medicaid and Medicare. Approximately 1,700 individuals enroll in Medicaid each month. MEDITI3G is PRMP's eligibility determination system used for Medicaid eligibility determination and verification. PRMP currently contracts with a vendor to provide all necessary mailing outreach to Medicaid beneficiaries.

## 2.1.4 Beneficiary Enrollment Process

The information below details the steps, necessary processes, and tools in the Medicaid beneficiary E&E process. The sections below are included for informational purposes to help vendors understand current E&E processes.

### 2.1.4.1 Citizen Portal

The citizen portal is the online location where beneficiaries can apply for benefits, upload documents, and view notifications related to their Medicaid E&E status.

### 2.1.4.2 Application (Initial or Renewal)

Beneficiaries can apply online, in person, or by phone. The application will request information such as:

- Personal identification information
- Income
- Resources
- Benefits
- Expenses
- Health insurance information
- Applicant signature and acknowledgement of the following:
  - Rights and Responsibilities
  - Health Insurance Portability and Accountability Act
  - Employer Contribution Disclaimer
  - Management and Protection of Personal Health Information Policy

- Authorize to Release Information

Note: MCO selection can be made on the initial application or will automatically be assigned by the vendor during the enrollment process.

#### 2.1.4.3 Application Screening

Upon submission of an application, the automated screening process begins. During this initial screening process both automated and manual checks will be conducted to verify application information, including, but not limited to:

- Attempts to auto-verify personal identification information through the Federal Data Services Hub (FDSH)
  - Manual interventions if automated processes fail

#### 2.1.4.4 Eligibility Determination (Initial and Redetermination)

The eligibility system will attempt to make an automated eligibility determination based on information gathered through the application and system rules. If this process is unsuccessful, caseworker intervention is required. The eligibility caseworker will review the application and casefile and utilize MEDITI3G's interfaces and the FDSH to verify required information. If mandatory information cannot be verified through casefile or system interfaces, the eligibility caseworker must request additional information from the applicant to complete the eligibility enrollment process.

The eligibility worker then processes the case and makes an eligibility determination based on the PRMP State Plan, territory, and federal requirements.

#### 2.1.4.5 Beneficiary Notices

Beneficiary notices are automated. Notices are generated to beneficiaries when a Medicaid eligibility determination is made, additional information is requested, or to notify beneficiaries of pertinent PRDoH information and updates. Beneficiary notices are sent via preferred method of contact (mail, email, or citizen portal).

For printed and mailed beneficiary notices, each day the vendor extracts a PDF file report from the MEDITI3G system and then sends it to the printing and mailing services vendor via a secure file transfer protocol site (SFTPS). The printing and mailing order issued by MEDITI3G must include the beneficiary's name, mailing address, the notice to be printed and mailed, and any other relevant information necessary to support printing and mailing operations. The file is then sent to the printing and mailing vendor for further validation, printing, and mailing.

#### 2.1.4.6 MCO Enrollment

Beneficiaries select and enroll with MCOs that are contracted by ASES to provide services under the Government Health Plan.

Note: If a preferred MCO is not selected on the application, the beneficiary will be assigned to an MCO based on information gathered through the application and system rules.

## 2.2 Current E&E Environment

This section provides a high-level overview of PRMP's current E&E environment including recent history, relevant stakeholders, and system components. For additional information, refer to **Appendix 7: Procurement Library**.

### 2.2.1 Current PRMP E&E System Context

In 2018, PRMP partnered with RedMane Technology to help modernize its Medicaid eligibility process. The goal of the modernization effort was to develop technology that would help streamline access to care and improve the accuracy of eligibility determinations. RedMane used the IBM® Social Program platform (Cúram Software) to create PRMP's E&E system known as MEDITI3G. The development of this new technology allowed for a simplified application process for citizens, electronic processing of applications, renewals, and change of circumstances (CoCs), and improvement in the accuracy of eligibility determinations by allowing data to be verified using local and federal agencies.

MEDITI3G has undergone multiple enhancements since it went live on June 1, 2021. The current functionality includes:

- Caseworker portal application, renewal, and CoC processing
- Citizen portal for submission of new applications
- Data verification with the FDSH
- Forms and notices, appeal processing, audit and quality control functions, case management, and CMS-required certification metric reporting

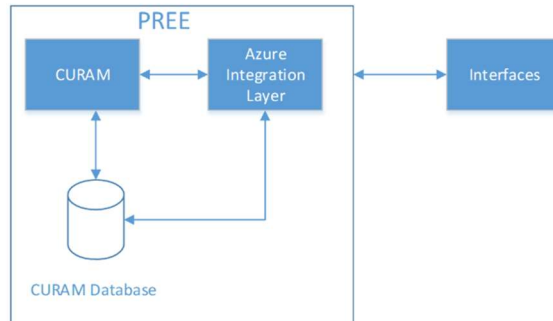
Since go-live, MEDITI3G has also deployed new functionality allowing for connection to additional interfaces, including local agencies for verification of additional eligibility factors, citizen portal for submission of renewals and CoCs, automated "Ex-Parte" renewal processing, and additional rules and functionality enhancements.

MEDITI3G was successfully certified by CMS under the new Streamlined Modular Certification (SMC) in February 2023. Following certification activities, MEDITI3G has undergone various updates to align with the unwinding of the Medicaid continuous eligibility requirements under the COVID-19 PHE.



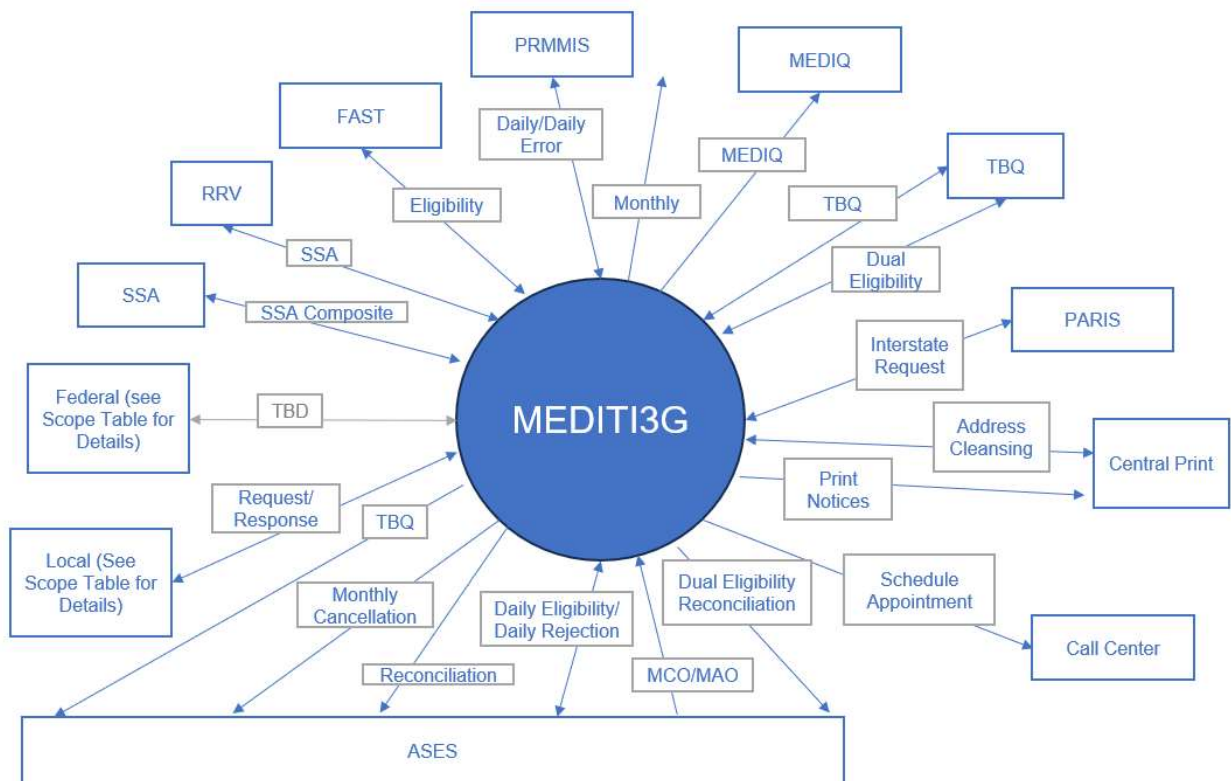
The following diagram shows that MEDITI3G (formerly referred to as PREE) is composed of the CURAM framework and the Integration Layer:

**Figure 3: MEDITI3G High-Level Architecture**



The following diagram provides a sampling of the MEDITI3G (formerly referred to as PREE) interfaces. This figure is meant to provide some context into MEDITI3G's interfaces; however, there are other required interfaces that are not fully referenced in the graphic.

**Figure 4: MEDITI3G Context Diagram**



## 2.2.2 Interfaces

In addition to Figure 4, a list of current and upcoming local and federal interfaces with MEDITI3G include:

### 2.2.2.1 Local

- Department of Treasury (Departamento de Hacienda)
- Department of Labor (Departamento del Trabajo)
- Department of Family Socioeconomic Development Administration (ADSEF)
- Department of Family and Children Administration (ADFAN)
- Dem Reg. – Currently Off
- Department of Natural Resources (DRNA)
- Department of Transportation and Public Works (DTOP)

### 2.2.2.2 Federal

- Social Security Administration (SSA) – Composite
- Territory and State Beneficiary Query (TBQ)
- Verify Lawful Presence (VLP) – Department of Homeland Security

## 2.3 Future Areas of Focus Within the E&E Environment

This section provides a high-level overview of current and anticipated projects related to E&E that will impact PRMP's future E&E environment. While these projects and initiatives are not fully in place as of the posting of this RFP, vendors should be aware of these plans, as the future E&E system and the supporting services by the selected vendor will need to accommodate the implementation of these changes. Any E&E costs related to these activities should be accounted for in the cost proposal.

### 2.3.1 Enterprise Data Warehouse

Beginning in 2023, PRMP began planning the implementation of a scalable Enterprise Data Warehouse (EDW) solution, known as OneX; this would integrate data from nine source systems, including the E&E system, into a central EDW intended to provide PRMP with self-service analytics and business intelligence (BI) functionality. The intent of the EDW/BI Solution (EDW/BIS) is to provide PRMP with the ability to monitor and report on health data. The E&E vendor will work with the EDW vendor on alignment with this initiative, including reporting and analytic needs and capabilities.

### 2.3.2 Money Follows the Person

Money Follows the Person (MFP) is a federally funded CMS demonstration that support states and territories' strategies to rebalance long-term services and supports (LTSS) systems from

institutional to home and community-based services (HCBS) settings, while ensuring they have access to necessary non-emergency medical transportation (NEMT) services.

PRMP does not currently fund LTSS, either in institutional settings or in home or community-based settings. However, the need in Puerto Rico is significant. As of the posting of this RFP, PRMP has two active RFPs related to support for MFP-related activities and implementation in Puerto Rico. If MFP-related functionalities are implemented in Puerto Rico, then the E&E system will be required to accommodate any changes to facilitate appropriate E&E decisions. This may include applicable testing and design changes to prepare for the implementation. If applicable, specific MFP-related needs and requirements relative to the E&E system will be discussed with the selected vendor.

### 2.3.3 Asset Verification System

Per Section 1940 of the Social Security Act, 42 U.S.C. 1396w., states and territories are required to implement asset verification programs for the purpose of determining financial eligibility for individuals applying for Medicaid based on age, blindness, or disability. For individuals in these categories, financial eligibility is determined based on both income and resources. States and territories are responsible for verifying that applicants do not exceed resource limits. Although not applicable to PRMP at this time, in the case of LTSS, states and territories must confirm via their AVS that individuals have not improperly transferred their assets within the 60-month look-back period as part of the Medicaid application process. States and territories must periodically reverify beneficiary resources, including assets, when determining and/or redetermining eligibility.

Efforts are underway with PRMP to plan for, procure, and implement an asset verification system (AVS) by January 2026. PRMP's AVS is envisioned to operate as a stand-alone module integrating into the E&E system. The selected vendor will work with PRMP and its AVS vendor to ensure integration between the AVS module and the E&E system.

### 2.3.4 Upcoming Change Requests

**Appendix 7: Procurement Library** includes the approved E&E release schedule. The release schedule includes approved change requests (CRs) with scheduled release dates from March 2024 through September 2024. The approved E&E release schedule is subject to change but provides a forecast of intended changes to the E&E system, as of the posting of this RFP. Ongoing changes and upgrades to the existing E&E system are expected to continue throughout this RFP process and through contract execution; the incoming vendor will be expected to configure and implement the E&E system based on the most updated configurations to the existing system. Upon contract execution, the incoming vendor will work with PRMP and the incumbent vendor to understand the current state of the system and any upcoming releases, so that the incoming vendor can fully account for any changes and/or upgrades to help ensure that in the event of a vendor transition, the transition is seamless and continuity of service is maintained.

## 3. General Instructions

### 3.1 Scope

The PRMP seeks to engage a vendor to conduct all necessary system transition and takeover and subsequent operational and enhancement activities required as part of an E&E system transition and takeover. The selected vendor will be required to take over PRMP's existing E&E system from the incumbent vendor prior to conducting ongoing maintenance and operations, before eventually turning the system over to PRMP, or its designee, as part of the conclusion of the contract. The selected vendor will operate PRMP's Software as a Service (SAAS) E&E system, consisting of COTS components, and will provide related services including configuration, operations, maintenance, and enhancements to achieve all PRMP's E&E related needs and goals. Refer to 4. Scope of Work (SOW) for additional details on the project scope and the PRMP's expectations of the selected vendor.

### 3.2 Contract Duration

The PRMP targets a contract start date for the vendor in December 2024. For the purposes of this RFP, project and contract start will be considered the day that the contract is executed between the PRMP and the selected vendor. The contract is based on two years with two optional two-year extensions (potential for six years total). During the optional years, the PRMP may execute contracts for vendor services that span one or multiple months. Contract award is contingent upon the CMS, PRDoH, and other Puerto Rico agencies' approval of the contract and associated funding over the contract term. The PRMP anticipates the need to execute contract amendments up to the close of the contract or up to the time the contract is terminated (whichever is sooner). Each contract amendment would be reflective solely of those costs detailed within the proposal response unless otherwise approved by PRDoH.

### 3.3 Nondiscrimination

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

### 3.4 RFP Communications

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

**2024-PRMP-MES-EE-001**

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

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

**Nereida Montes Meléndez** : [nmontes.melendez@salud.pr.gov](mailto:nmontes.melendez@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 **Section 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. PRMP reserves the right to convey all official responses and communications related to this RFP to additional vendors at its sole discretion.

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 to this RFP only if the communication states so.

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

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

### 3.5 Vendor 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 **Section 1.3 RFP Timeline**.

Any person or party adversely affected or aggrieved by an award made regarding this Request for Proposal proceeding may, according to 3 L.P.R.A. § 9659, file a motion for reconsideration with the Puerto Rico Department of Health (PRDoH), within a term of ten (10) business days from the date of the notification of the award. The PRDoH must consider the motion for reconsideration within ten (10) business days of being filed. If any determination is made in its consideration, the term to request the appeal for judicial review will begin from the date on which a copy of the notification of the decision of the PRDoH is filed on record, according to the case, resolving the motion for reconsideration. If the filing date of the copy of the notification of the decision is different from that of the deposit in the ordinary mail or the sending by electronic means of said notification, the term will be calculated from the date of the deposit in the ordinary mail or sending by electronic means, as appropriate. If the PRDoH fails to take any action in relation to the motion for reconsideration within ten (10) days of its filing, it shall be understood that the motion was denied outright, and the time to request judicial review shall start to run from said date.

If the PRDoH accepts the reconsideration request within the term provided, it must issue the reconsideration decision or resolution within thirty (30) days following the filing of the motion. for reconsideration. If the PRDoH accepts the motion for reconsideration but fails to take any action in relation to the motion within thirty (30) days of its filing, it will lose its jurisdiction and the term to request the judicial review will begin from the expiration of said term of thirty (30) days. The Department of Health may extend said term only once, for an additional period of fifteen (15) days.

Any person or party adversely affected by a final reconsideration decision or resolution may file a petition for review with the Puerto Rico Cort of Appeals within a term of twenty (20) business days of such final decision or determination being filed. See 3 L.P.R.A § 9672. Challenges must be submitted using the form and according to the instructions in

**Appendix 4: Terms for Filing a Review 3 L.P.R.A Section 9659 of this RFP.**

The mere presentation of a motion for reconsideration does not have the effect of preventing the PRDH from continuing with the procurement process intended within this Request for Proposal.

## 3.6 Notice of Intent to Respond

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

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

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

## 3.7 Proposal Submission

A vendor must ensure that the PRMP receives a response no later than the submission deadline time and date detailed in **Section 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 **Section 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, and orders of stay or other filing delays whether foreseeable or unforeseeable.

## 3.8 Amendments to the RFP

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

## 3.9 RFP Cancellation

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

## 3.10 The PRMP Right of Rejection

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



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

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

## 3.11 Proposal Submittal and Instructions

### 3.11.1 Economy of Preparation

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

### 3.11.2 Incurring Cost

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

### 3.11.3 Proposal Format

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

The vendor should include the following information in the attachments:

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

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

As detailed in **Section 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 **Section 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 will 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 nine 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 3: Expected Proposal Sections and Content Structure**

<b>Proposal Section</b>	<b>Response Template/Contents</b>
<b>Cost Proposal</b>	Attachment A: Cost Proposal
<b>Contents:</b>	<ul style="list-style-type: none"> <li>• Microsoft Excel Workbook: Attachment A</li> </ul>
<b>Technical Proposal</b>	Attachment B: Title Page, Vendor Information, Executive Summary, Subcontractor Letters, and Table of Contents
<b>Contents:</b>	<ul style="list-style-type: none"> <li>• Title Page</li> <li>• Vendor Information</li> <li>• Executive Summary</li> <li>• Subcontractor Letters</li> <li>• Table of Contents</li> <li>• Disclosure of Response Contents</li> </ul>

Proposal Section	Response Template/Contents
<b>Technical Proposal</b>	Attachment C: Vendor Qualifications and Experience
<b>Contents:</b>	<ul style="list-style-type: none"> <li>• Organization Overview</li> <li>• Existing Business Relationships with Puerto Rico</li> <li>• Business Disputes</li> <li>• References</li> </ul>
<b>Technical Proposal</b>	Attachment D: Vendor Organization and Staffing
<b>Contents:</b>	<ul style="list-style-type: none"> <li>• Initial Staffing Plan</li> <li>• Use of PRMP Staff</li> <li>• Key Staff, Resumes, and References</li> </ul>
<b>Technical Proposal</b>	Attachment E: Mandatory Specifications
<b>Contents:</b>	<ul style="list-style-type: none"> <li>• Submission Requirements</li> <li>• Mandatory Requirements</li> <li>• Mandatory Qualifications</li> </ul>
<b>Technical Proposal</b>	Attachment F: Outcomes Traceability Matrix
<b>Contents:</b>	<ul style="list-style-type: none"> <li>• Outcomes Traceability Matrix Workbook</li> </ul>
<b>Technical Proposal</b>	Attachment G: Response to Statement of Work
<b>Contents:</b>	<ul style="list-style-type: none"> <li>• Approach to Phase I: Transition In and Takeover <ul style="list-style-type: none"> <li>○ Project Initiation and Planning <ul style="list-style-type: none"> <li>▪ Onboarding</li> <li>▪ Project Management</li> </ul> </li> <li>○ System Setup <ul style="list-style-type: none"> <li>▪ Data Management</li> <li>▪ Integration and Interfaces</li> <li>▪ Training</li> <li>▪ User Interface</li> <li>▪ System Configuration</li> </ul> </li> <li>○ System Deployment/Go-Live <ul style="list-style-type: none"> <li>▪ Testing and Operational Readiness</li> <li>▪ Hosting and Licensing</li> <li>▪ User, System, and Product Documentation</li> </ul> </li> </ul> </li> <li>• Approach to Phase II: Operations and Modernization <ul style="list-style-type: none"> <li>○ E&amp;E System Functionality <ul style="list-style-type: none"> <li>▪ E&amp;E Application Design and Accommodations</li> <li>▪ Automated E&amp;E Processes</li> <li>▪ Timely and Accurate E&amp;E Application Processing</li> </ul> </li> </ul> </li> </ul>

Proposal Section	Response Template/Contents
	<ul style="list-style-type: none"> <li>▪ Managing Eligibility Determinations</li> <li>▪ System Generated Reporting, Metrics, and Data</li> <li>○ Ongoing Operations/Enhancements <ul style="list-style-type: none"> <li>▪ Compliance</li> <li>▪ Certification</li> <li>▪ Upgrades</li> <li>▪ Security and Privacy</li> </ul> </li> <li>• Approach to Phase III: Turnover and Contract Closeout <ul style="list-style-type: none"> <li>○ Transition Out, Turnover, and Closeout <ul style="list-style-type: none"> <li>▪ Documentation Updates and Asset Transfer</li> <li>▪ Knowledge Transfer and Contract Closeout</li> </ul> </li> </ul> </li> </ul>
<b>Technical Proposal</b>	Attachment H: Initial Project Schedule
<b>Contents:</b>	<ul style="list-style-type: none"> <li>• Initial Project Schedule</li> </ul>
<b>Technical Proposal</b>	Attachment I: Terms and Conditions Response
<b>Contents:</b>	<ul style="list-style-type: none"> <li>• Title Page</li> <li>• RFP Terms and Conditions</li> <li>• Customary Terms and Conditions</li> <li>• Mandatory Requirements and Terms</li> <li>• Commercial Materials</li> <li>• Exceptions (if applicable)</li> </ul>

### 3.11.4 Two-Part Submission

Vendors must 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 must 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 must 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: Nereida Montes Meléndez  
268 Luis Muñoz Rivera Ave.  
World Plaza – 5th Floor (Suite 501)  
San Juan, Puerto Rico 00918

### 3.11.5 Response Reference

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

### 3.12 Changes to Proposals

A vendor is responsible for any and all response errors and/or omissions. A vendor is not allowed to alter or revise response documents after the proposal submission deadline date and time detailed in **Section 1.3: RFP Timeline**, unless specifically directed by PRMP to address an RFP clarification and/or amendment.

### 3.13 Withdrawal of Proposals

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

### 3.14 Multiple Proposals

A vendor must not submit multiple responses in different forms and or scopes and cannot submit separate proposals as a principal or subcontractor. PRMP will accept proposals that involve a subcontractor that is included as part of multiple proposals; however, vendors who are proposing as a principal vendor cannot submit multiple proposals either as a principal vendor or subcontractor. If a vendor submits more than one proposal, in violation of the rules outlined above, the PRMP has the right to reject the proposals, as outlined in 3.10: The PRMP Right of Rejection.

## 4. Scope of Work (SOW)

This section provides additional details about PRMP's goals and expectations for the vendor as part of this procurement and potential future contract. For the purposes of this RFP, specifications are defined as the totality of requirements and expectations the selected vendor is accountable for managing and will be binding in the contract resulting from this RFP.

**Section 4. Scope of Work (SOW)** should be referenced by vendors as they review and respond to **Attachment G: Response to SOW**. The areas within **Section 4. Scope of Work (SOW)** provide vendors with additional detail regarding PRMP's overarching goals and key topics in each project phase that should be incorporated into their response.

**Attachment G: Response to SOW** is the corresponding attachment for this section. **Attachment G: Response to SOW** mirrors the layout of Section 4.2 and compels vendors to provide narrative responses to the below sub-sections, detailing how they can meet the PRMP's specifications, including the SOW, Deliverables Dictionary, Outcomes Traceability Matrix (OTM), and Service-Level Agreements (SLAs). Refer to **Attachment G: Response to SOW** for additional instructions on how to incorporate the below sections and the other named sections into the vendor's response.

### 4.1 Key Goals

In **Attachment G: Response to SOW**, respondents must demonstrate an understanding of the PRMP's goals for the takeover and modernization of the E&E system components and describe how their proposed system and approach facilitates achievement of these goals. The goals listed below generally apply across the PRMES but also cover topics relevant to this RFP and proposed scope of work:

#### 4.1.1 Data Management

- Enhance data sharing across Commonwealth and federal agencies
- Increase accuracy, quality, and transparency of E&E data and system performance, within CMS and State Plan regulations and security requirements
- Improve access to broader sets of harmonized data for analytical and reporting purposes, including, but not limited to, improved availability of flexible reporting and specialized analytical tools using comprehensive sets of Medicaid data
- Increase management and monitoring of performance in systems and programs

#### 4.1.2 Alignment With Rules, Regulations, and Standards

- Utilize rules-based, modular, reusable, and configurable components
- Comply with all Commonwealth and federal regulations, rules, and guidance

### 4.1.3 Improved Beneficiary Experience

- Minimize disruption to stakeholders as system activities are conducted, including, but not limited to, system transition in/takeover, maintenance and operations, and transition out/turnover
- Improve services to Medicaid applicants and beneficiaries through increased self-service capabilities, including, but not limited to:
  - Streamlined processes to eliminate duplicative steps for individuals, including beneficiaries and caseworkers, to increase efficiency
  - Limited touch process and automation
  - More user-friendly functionalities for the citizen and caseworker portals
- Expand use of automation in business and system task activities through improved integration and automation across business operations

## 4.2 E&E System Takeover Vendor Responsibilities and Specifications

The following sections provide a high-level summary of expected responsibilities and activities of the selected vendor. PRMP desires vendors to align their response and approach with the sections below. Section 4.2 is broken into different categories:

1. Phases: There are three phases associated with this RFP: Phase I: Transition in and Takeover, Phase II: Operations and Modernization, and Phase III: Turnover and Closeout. These phases represent the most high-level organization of the SOW, spanning from the initiation of the project through contract closeout. Vendor responsibilities may transcend contract phases. For example, Project Management requirements are detailed in Phase I but are applicable throughout all three phases.
2. Task Groups: Each phase consists of one or more task groups. Tasks groups cover multiple activities and timespans within a phase and include further details within each domain.
3. Domains: Each task group consists of one or more domains. The domains are the most granularly detailed sections of the SOW and contain specific requirements and expectations of the vendor. The vendor may be working on multiple domains concurrently or, if applicable, in a sequenced order.

Vendors should provide clear responses describing how they meet PRMP's specifications in each of the applicable sections. Where applicable, deliverables are cited throughout the sections below; the timing and cadence of delivery and other details can be found in **Appendix 1: Deliverable Review Process and Deliverables Dictionary**.

### 4.2.1 Phase I: Transition in and Takeover

This phase covers requirements for the initial stage of the contract. The vendor will focus on onboarding tasks, establishing processes/practices, developing and submitting initial deliverables, and generally preparing for the system takeover between vendors. Phase I begins

upon contract execution and lasts until the transition to the incoming E&E system vendor is complete.

#### 4.2.1.1 Task Group: Project Initiation and Planning

This task group covers requirements related to activities that will begin immediately following contract execution. These critical start-up activities are primarily focused on onboarding and project management to help enable the selected vendor to integrate into the PRMES environment and begin collaborating with PRMP and other vendor staff. Project management activities and processes will be finalized during this phase.

##### 4.2.1.1.1 Domain: Onboarding

This domain covers requirements related to the initial project startup after contract execution. The vendor will have prepared key staff and other required resources in their roles and be ready to start work upon execution of the contract. The vendor will host a project kickoff meeting during which the vendor will cover topics such as introduction of key staff, scope alignment, stakeholder engagement, project timelines, initial areas of focus, and other key areas critical to initiating the project/contract.

Additionally, the vendor will begin knowledge transfer activities by first meeting with PRMP staff to discuss the knowledge transfer plan and activities. Once these have been agreed to, the vendor will begin working with the incumbent vendor, with ongoing support from PRMP and other applicable PRMES vendors. Knowledge transfer and collaboration between the incumbent and incoming vendors throughout Phase I will be critical to project success, will be prioritized upon execution of the contract, and will be reinforced until the incumbent has successfully turned over the system.

Deliverables:

- D01: Kickoff Meeting Materials
- D02: Vendor and System Transition Plan

##### 4.2.1.1.2 Domain: Project Management

This domain covers requirements related to establishing and maintaining processes in coordination with the PRMP PgMO and the PRMP ePMO vendor.

The vendor will coordinate with the other applicable PRMES vendors, including the ePMO and PgMO support services vendors, to align on project responsibilities including establishing meetings and coordinating on other applicable portions of the SOW. The vendor will develop and maintain the project schedule and complete other project deliverables in coordination with the PRMP PgMO, ePMO, and other applicable PRMES vendors to support the various phases of the project life cycle, with associated responsibilities including:

- Fully implementing all PRMP-defined SLAs in accordance with the project schedule
- Submitting a project governance structure that leverages and integrates seamlessly with the PRMP PgMO MES governance structure



- Maintaining appropriate staffing levels as defined in **Appendix 3: Key Staff Qualifications, Experience, and Responsibilities** of this RFP and the vendor's staffing management plan
- Applying a project management methodology and Software Development Life Cycle (SDLC) methodology following industry standards

The vendor will initially develop the project schedule for Phase I. The vendor will develop and maintain the project schedule using Microsoft Project and provide regular updates to the PRMP. On behalf of the PRMP, the ePMO vendor will manage the project including, but not limited to, integrating the project schedule into the enterprise-wide project schedule and further collaborating with the vendor. The vendor will also develop and maintain a schedule post-go-live in support of Phases II and III, with support from the ePMO vendor provided on an as needed basis. The final revision and approval of the project schedule throughout all phases rest with the PRMP.

The vendor's project management approach should align with the most current version of the Project Management Institute® (PMI®) A Guide to the Project Management Body of Knowledge (PMBOK Guide®) (currently seventh edition) and the Medicaid Information Technology Architecture (MITA) standards. The vendor should also consider aligning its approach with the International Organization for Standardization/Institute of Electrical and Electronics Engineers (ISO/IEEE) 12207-2008 standard and guidelines from Capability Maturity Model Integration (CMMI).

Deliverables:

- D03: Monthly Status Report
- D04: Project Schedule
- D05: Project Management Plan
- D06: Outcomes Management Plan
- D07: Certification Management Plan
- D08: Outcome Traceability Matrix

#### 4.2.1.2 Task Group: System Setup

This task group covers technical and business requirements related to preparing for the takeover of the existing system. This section includes the necessary activities and support for the vendor to understand the existing system, including technical and business components, and then begin to configure the system to align with the current system's specifications.

##### 4.2.1.2.1 Domain: Data Management

This domain covers requirements related to the creation, collection, storage and maintenance, usage, sharing, and archiving of data in accordance with PRMP-defined business rules. The vendor will coordinate and execute data management responsibilities, including:

- Creating and executing plans for conversion of legacy data
- Gathering and maintaining data required for beneficiary functionality

- Tracking, auditing, and monitoring data changes
- Maintaining a data dictionary, including a crosswalk between beneficiary transactions and the operational data store
- Collaborating with the PRMP and other PRMES module vendors to develop enterprise data models for the E&E system
- Establishing, maintaining, and tracking processes and procedures to ensure:
  - Data is only accessible to authorized users via Role-Based Access Controls (RBAC)
  - The system only accesses data from known origins
  - Data manipulation is traceable and from the appropriate source
  - Data security, including encryption of data
  - Data is only loaded through approved data management processes

Deliverables:

- D09: Incident Management Plan
- D10: Turnover and Closeout Management Plan
- D11: Capacity Plan
- D12: Database Design Document
- D13: Data Conversion Plan
- D14: Data Management Plan
- D15: Disaster Recovery and Business Continuity Plan

#### 4.2.1.2.2 Domain: Integration and Interfaces

This domain covers requirements related to establishing and maintaining connections between the E&E system and other applicable systems and/or databases. The incoming vendor will ensure the E&E system remains fully integrated into the overall PRMES platform. This integration will include implementation, configuration, and operational activities and will occur throughout the life of the engagement. The vendor will actively collaborate with the MMIS vendor, and other relevant vendors as applicable, to ensure proper integration of the E&E system into the broader PRMES is maintained.

Integration allows the E&E system to interact with other PRME systems, accessing information as needed to support business functions provided by the E&E system and supplying beneficiary information necessary to support business functions provided by other PRMES components. Integration also supports the exchange of information with other Puerto Rico Medicaid stakeholders and business partners, as well as the use of shared technology services that support all PRMES modules.

Continued integration will be accomplished using a service-oriented architecture (SOA) for all modules as well as data and communication standards that help ensure seamless interoperability between components and stakeholders.

The current system is designed based on industry standards and protocols, such as the National Information Exchange Model (NIEM), National Institute of Standards and Technology (NIST),

Health Insurance Portability and Accountability Act (HIPAA) compliance standards, Health Level 7 (HL7), and Fast Healthcare Interoperability Resources (FHIR). The vendor will maintain the above items and will also provide published services that implement relevant standards such as CAQH-CORE, HL7, and HIPAA standards for data interoperability where applicable standards exist.

The vendor will configure and update the system in support of other PRMES modules including providing non-functional technical components required to facilitate efficient PRMES integration.

As detailed in **Section 2.3.1: EDW**, PRMP is working toward the implementation of an EDW to support the MES. Upon implementation of the EDW, the E&E system and its vendor will interface and collaborate with the EDW and its vendor to ensure the successful integration of the two systems. Refer to **Section 2.3.1: EDW** for more details regarding PRMP's EDW implementation plans.

Deliverables:

- D16: System Integration and Interface Design Plan

#### 4.2.1.2.3 Domain: Training

This domain covers requirements related to helping ensure users understand and operate the E&E system, including, but not limited to, creating training plans and materials, conducting training activities, and planning training logistics. Training for the E&E system will include both internal and external PRMES users including, but not limited to, PRMP staff and subcontractors.

The vendor will provide tailored training activities aligned with the needs of each specific user group, including:

- Delivering direct hands-on training to all staff identified by PRMP as needing training
- Delivering a training approach that is consistent with the above and supports a train-the-trainer training model
- Developing and maintaining training materials in the PRMP-approved formats
- Delivering training to new staff consistent with assigned roles and responsibilities
- Delivering in-person and on-site training for each release, at PRMP's discretion
- Delivering training to all user groups in accessible locations and formats, as defined by PRMP
- Delivering training in support of User Acceptance Testing (UAT), Operational Readiness Testing (ORT), operations, and new releases (including upgrades)
- Producing training materials in support of initial and ongoing system adoption pre- and post-go-live

Deliverables:

- D17: Training Plan
- D18: Training Materials

#### 4.2.1.2.4 Domain: User Interface

This domain covers requirements related to 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. The vendor will configure the E&E system with focus on achieving the desired PRMES outcomes, ease of use, and specific user roles/functions, including:

- Supporting preferred stakeholder communication methods
- Utilizing human-readable URLs as navigational aids within browser-based components
- Complying with applicable Commonwealth and federal accessibility requirements
- Promoting module and feature design governance
- Ensuring desired levels of accessibility and ease of navigation through User Interface (UI)-related testing
- Consistently applying PRMP's specific/desired logos, images, and branding for content management and configuration
- Developing and maintaining a user-friendly, role-based configurable UI
- Managing cookies to ensure any generated, used, or required by the system do not contain user identifiable data
- Establishing access and error messages that are understandable to end users who have been trained
- Validating, editing, and verifying of form field data entered by end users

#### 4.2.1.2.5 Domain: System Configuration

This domain covers requirements related to system configuration. The vendor will leverage information gathered via documentation and from knowledge transfer meetings with the incumbent vendor to help inform any system configuration needs prior to the incoming vendor taking over the system. The vendor will review, use, maintain, and update, as needed, the existing system functional, technical, and design documents to guide the configuration of the system and ongoing maintenance. The vendor will leverage the documents from the procurement library, including the SMC Intake Form previously used by PRMP as part of the last certification effort and other system design documents, and other available materials as a reference point to inform the configuration of the system including any applicable outcomes, metrics, and conditions for enhanced funding requirements.

Deliverables:

- D19: System Configuration Management Plan
- D20: Detailed System Design Document
- D21: System Requirement Document/Backlog of User Stories and Use Cases
- D22: Implementation Plan
- D23: Systems Operations Plan

#### 4.2.1.3 Task Group: System Deployment/Go-Live

This task group covers requirements related to taking over and transitioning out the incumbent vendor as part of go-live. During this stage, the vendor will coordinate with the incumbent vendor and PRMP to transition incumbent vendor responsibilities and assume full responsibility for the E&E system. The activities and specifications within this section build upon the earlier sections and are considered the last major activities prior to the closeout of Phase I and the transition to Phase II and system operations.

##### 4.2.1.3.1 Domain: Testing and Operational Readiness

This domain covers requirements related to system verification to ensure the system and supporting services are performing in alignment with the RFP specifications and project outcomes in preparation for go-live. Testing will be required throughout the duration of the contract and will include, at a minimum, development testing, system integration testing (SIT), UAT, ORT, parallel testing, regression testing, and volume (load/stress) testing. The vendor will conduct all necessary testing in alignment with the CMS MES Testing Guidance and Framework, including:

- Sharing master test plan with PRMP so there is alignment on how and when testing will occur
- Developing or adhering to an already established incident response handling plan
- Sharing evidence of results from the different types of testing mentioned above with CMS
- Setting, meeting, and, when necessary, sharing testing and quality metrics with CMS
- Setting up and maintaining testing environments
- Completing testing activities, specific to the testing type and project phase
- Promoting functionality from each applicable test environment to the production environment, while maintaining near-identical environments
- Documenting and tracking testing activities and outcomes
- Collaborating with PRMP staff and other relevant stakeholders for testing activities, including the ePMO and PgMO support services vendors
- Providing PRMP and designees with transparency into testing activities within each test environment, including identification and timely resolution of defects impacting both the functional and non-functional test environments

Operational readiness will be informed by testing results and progress. The vendor will manage the process and schedule moving toward go-live to ensure that the system is prepared to function as intended once live.

Deliverables:

- D24: Operational Readiness Plan
- D25: Master Test Plan
- D26: Test Cases & Scripts
- D27: System Readiness for UAT
- D28: Test Results
- D29: Go/No-Go Checklist

- D30: HIPAA Statement
- D31: Independent, Third-Party Security, and Privacy Controls Assessment Report

#### 4.2.1.3.2 Domain: Hosting and Licensing

This domain covers requirements related to how the system is stored, provisioned, and maintained. The vendor's system will be a cloud-based hosted system. The delivery of the system and services will be seamless. The hosting environment will provide the flexibility to integrate other systems for security and regulatory purposes in the future. The hosting environment also will be cost-effective and scalable. Vendor support for hosting will include:

- Providing a hosting environment for all system components that has a Federal Risk and Authorization Management Program (FedRAMP) Certification, FedRAMP Risk Assessment that indicates compliance, or a documented NIST 800-53 rev 4 at a "moderate" system risk assessment designation or higher
- Preparing for hosting responsibility turnover to the PRMP, and other authorized parties, during project closeout

The vendor will ensure business continuity and disaster recovery of E&E system operations during periods of system malfunction or a disaster event. The vendor will create and maintain plans, conduct necessary activities, and test required measures to ensure continuity and recovery, including:

- Creating and maintaining a Business Continuity Plan (BCP) and a Disaster Recovery Plan (DRP) in accordance with the PRMP requirements, which adhere to applicable Commonwealth and federal laws, rules, regulations, and guidelines
- Aligning with and contributing to the overall PRMES BC/DR plans and strategy
- Establishing and maintaining a hierarchy of critical services and infrastructure to determine the order in which services will be restored
- Executing a Business Impact Analysis (BIA) process to establish recovery standards, Recovery Time Objective (RTO), and Recovery Point Objective (RPO) based on business need, with Commonwealth business input across all PRMES modules
- Establishing a disaster recovery environment, including backup network connectivity to both the primary production and DR environments

The vendor will provide PRMP with the appropriate licensing for the E&E system, including:

- Managing a directory/log of all PRMP-attributed licenses for the E&E system, including a breakdown of vendor-owned and third-party licenses
- Fully transferring license to PRMP at the conclusion of the contract or at PRMP's discretion; any license that cannot be fully transferred to PRMP must be documented in writing

#### 4.2.1.3.3 Domain: User, System, and Product Documentation

This domain covers requirements related to the technical and non-technical documentation the vendor will maintain/update and/or develop. This documentation will allow PRMP and other

relevant stakeholders to fully understand how to successfully perform their role operating the system and will assist with troubleshooting and integration into the overall MES.

Documentation will be reviewed and updated annually at a minimum. Documentation affected by system changes will be updated prior to deployment of new code or configuration, to help ensure all users are properly informed and documentation remains current. The vendor will ensure that all applicable documentation is current throughout the duration of the contract, including:

- Developing and updating user and system documentation compliant with Commonwealth standards
- Developing and updating user manuals that detail the operational and processing features provided by the system
- Implementing and documenting updates per the defined E&E system vendor change management process
- Managing user access to current and historical user, system, and product documentation

Deliverable:

- D32: User, System, and Product Documentation

## 4.2.2 Phase II: Operations and Modernization

This phase covers requirements for the second stage of the contract, immediately following go-live. The vendor will focus on maintaining, operating, and enhancing the system to meet PRMP's existing and future needs. Additionally, vendors will focus on maintaining compliance and security standards to ensure the system is running as intended and producing the desired outcomes. Phase II begins at go-live and lasts until the contract closeout.

### 4.2.2.1 Task Group: E&E System Functionality

This task group covers requirements related to functions and outputs of the system after go-live, as well as associated vendor support. This section accounts for E&E functions in alignment with PRMP's current state and CMS certification outcomes. Where applicable, outcomes as defined in **Attachment F: Outcomes Traceability Matrix (OTM)** were incorporated directly into the following sections (Example: EE1 Application).

Vendors should refer to **Appendix 7: Procurement Library** to reference the SMC Intake Form and other CMS certification-related materials, which provide guidance and context into PRMP's current E&E system functionalities and expectations. Vendors are expected to fully support any ongoing CMS reporting requirements as defined by the most current certification processes and SMC.

#### 4.2.2.1.1 Domain: E&E Application Design and Accommodations

This domain covers requirements related to configuring an E&E system to provide individuals with a user-friendly, dynamic, online application. The E&E system will minimize the number of manual inputs and leverage existing data and interfaces, such that information is automatically populated,

and subsequent new fields are populated using prior answers. The vendor's system will facilitate online, mobile, and browser-based web capabilities and will provide additional support, including:

- EE1 Application
- EE2 Application
- EE26 Accessibility

#### 4.2.2.1.2 Domain: Automated E&E Processes

This domain covers requirements related to limiting manual intervention/inputs and re-entry and promoting automation, whenever possible. The E&E system will be designed with rules and processes to automatically gather available information, route applications, and make eligibility determinations based on pre-determined qualifications and circumstances. The E&E system will be connected to all necessary interfaces and leverage previously gathered information. The system will be designed to satisfy PRMP's requirements, including:

- EE3 Automatic Enrollment
- EE13 Annual Renewals
- EE14 Annual Renewals
- EE16 Eligibility Category
- EE5 Electronic Verification
- EE4 Income Methodologies
- EE12 Presumptive Eligibility Application
- EE15 Eligibility Category

#### 4.2.2.1.3 Domain: Timely and Accurate E&E Application Processing

This domain covers requirements related to the E&E system being fully functioning, available, and set up with automatic processes to support timely eligibility determinations for all applicable applicants and eligibility categories. While timeliness of eligibility determinations relies in part on involvement by eligibility caseworkers and applicants, the vendor is responsible for maintaining an E&E system that allows E&E processes and decisions to move forward without system impediments. The system will be designed to satisfy PRMP's requirements for timeliness and accuracy, including:

- EE6 Timely Determinations
- EE18 Emergency Medicaid
- EE17 Incarcerated Individuals
- EE19 Retroactive Eligibility

#### 4.2.2.1.4 Domain: Managing Eligibility Determinations and Related Activities

This domain covers requirements related to the E&E system being capable of facilitating eligibility determinations and all related activities. The E&E system will initiate and/or allow for initiation of the following actions upon triggering and/or deciding on an eligibility outcome, including:



- EE27 Appeals
- EE20 Effective Date of Eligibility
- EE11 Enrollment
- EE10 Notices
- EE9 Notices
- EE7 Reasonable Opportunity Period
- EE8 SSN Verification

#### 4.2.2.1.5 Domain: System-Generated Reporting, Metrics, and Data

This domain covers requirements related to system-generated reporting needs. As of the posting of this RFP, PRMP's current E&E system is not capable of producing automatic system-generated reporting that covers the full desired range of reporting areas. In the absence of system-generated reporting, the vendor will fulfill reporting requests manually while vendors work to implement and achieve the specifications listed below as timely as possible.

The E&E system will be capable of generating reports that provide insight into system performance, outputs, metrics, and other data of interest to PRMP and CMS. PRMP desires the future E&E system to produce accurate and timely reports. The reports will provide insights into data to support oversight and management of the system, as well as other key activities such as certification and other reporting to CMS. These reports will support monitoring and tracking for the operations surrounding E&E (reports covering release tracking, interface transactions, operational reporting, and monitoring overall productivity, case progression at both the case and member level, demographics, etc.). Additionally, PRMP desires dashboards and/or reports regarding interface transactions and reports for overall performance of the system, including executive dashboards for specific users. PRMP desires an ad hoc query tool that provides non-technical users the ability to produce reports without technical user support. PRMP also desires the E&E system vendor and E&E system to be able to accommodate ad hoc reporting requests covering a range of topics and users. The system will be designed to allow for:

- Enabling standard and ad hoc reports in the PRMP-defined flexible formats
- Creating and maintaining role-based user access to reporting functionality and documentation
- Presenting data for analysis, including configurable dashboards and key aggregated current and historical operational data

#### 4.2.2.2 Task Group: Ongoing Operations/Enhancements

This task group covers requirements related to continued support for system maintenance, operations, and upgrades post go-live. Several of the areas of focus highlight maintaining compliance with the most up-to-date industry, Commonwealth, and federal standards and requirements, while there are additional areas of focus aimed toward innovations and enhancements of the system.

#### 4.2.2.2.1 Domain: Compliance

This domain covers requirements related to fulfilling and maintaining alignment with Commonwealth and federal mandates, including:

- Complying with all applicable Commonwealth and federal laws, regulations, policies, and standards, including PRMP-defined SLAs
- Providing reports and audits as required by PRMP
- Providing information and otherwise supporting Independent Third-Party Security, and Privacy Controls Assessment Reports, as necessary
- Demonstrating annually that the vendor's hosting environment complies with Statement on Standards for Attestation Engagements (SSAE-16) SOC 1 Type 2 and SOC 2 Type 2
- Providing PRMP-authorized users access to vendor facilities and records
- Retaining all records and reports in accordance with PRMP policies and procedures
- Following industry-standard practices and policies regarding system architecture, design, security, and accessibility

Deliverable:

- D33: System Performance Report

#### 4.2.2.2.2 Domain: Certification

This domain covers requirements related to CMS certification of the E&E system. MEDITI3G was certified by CMS in February 2023; as a result, at this time no formal CMS certification process is required. The vendor will maintain the historic E&E service levels while showing evidence of compliance with the outcomes and metrics originally agreed to between PRMP and CMS during the final certification review. See SMC Intake Form in **Appendix 7: Procurement Library** for context and guidance on PRMP's last certification effort, including applicable outcomes and metrics.

While the vendor will not initially be expected to support a formal certification process, the vendor will support PRMP with maintaining its CMS certification status throughout the duration of the contract. If system performance and/or changes require a formal certification process, the vendor will submit a change request to PRMP to reflect this need. In the event of a formal certification process, the vendor will provide all necessary certification support in line with CMS' most updated certification guidance, alongside PRMP, the PgMO, the ePMO vendor, and all other applicable PRMES vendors.

For more information on CMS certification, refer to **Appendix 7: Procurement Library**.

#### 4.2.2.2.3 Domain: Upgrades

This domain covers requirements related to keeping PRMP's E&E system current with software updates and related releases. PRMP has allocated 20,000 hours per contract year that may be used, at PRMP's discretion, for the vendor to develop and implement upgrades and enhancements across the E&E system, including:

- Maintaining alignment with federal guidance, PRMP initiatives, and pending change requests
  - Refer to Section 2.3.4 for a summary of pending and planned CRs as of the posting of this RFP. The vendor should assume that the CRs referenced in Section 2.3.4 will be implemented prior to the execution of this contract. Upon initiation of this contract, the vendor will meet with PRMP, the incumbent vendor, and other applicable stakeholders to evaluate the status of the CRs and realign as necessary.
- Supporting non-disruptive configuration changes and system upgrades
- Upgrading licenses to align with newest available versions; the vendor will upgrade PRMP's licenses within six months of an upgrade, at PRMP's discretion, and PRMP's licenses will remain current and will be no more than one version removed from the most currently available version, unless approved in writing by PRMP

#### 4.2.2.2.4 Domain: Security and Privacy

This domain covers requirements that need to be satisfied to achieve security of the system, including, but not limited to:

- Complying with Commonwealth and federal security guidelines
- Utilizing Identity Access Management (IdAM)
- Integrating single sign-on (SSO) access

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

- Establishing and maintaining physical, technical, and administrative safeguards to prevent unauthorized access to PHI and PII
- Limiting use, distribution, or disclosure of PHI and PII
- Complying with federal privacy and data security requirements
- Complying with any HIPAA privacy-related requests
- Determining, reporting, and responding to any actual, attempted, or suspected theft of, accidental disclosure of, loss of, or inability to account for PHI and PII

#### 4.2.3 Phase III: Turnover and Contract Closeout

This phase covers requirements for the final stage of the contract. The vendor will focus on fulfilling remaining contract requirements to satisfy its obligations to PRMP, including turning over any documentation/assets and/or supporting transition and takeover activities. The vendor will continue to maintain the system and satisfy its obligations per the earlier phases throughout Phase III up until contract closeout. Phase III begins upon notice of termination and/or six months prior to contract closeout and ends once contract requirements have been fulfilled and the contract concludes.

#### 4.2.3.1 Task Group: Transition Out, Turnover, and Closeout

This task group covers requirements related to the vendor eventually transitioning out, turning over the system to PRMP or its designee, and satisfying all remaining contract obligations prior to closing out the contract. This task group will be triggered six months prior to the end of the contract or upon termination of the contract by either party. In the event of contract termination, the timeline associated with these activities will likely be shortened, whereas PRMP expects a longer transition and turnover timeline in the event of a forecasted contract closeout.

##### 4.2.3.1.1 Domain: Documentation Updates and Asset Transfer

This domain covers requirements related to the vendor turning over any outstanding documentation and/or assets owned and/or due to PRMP. The vendor will leverage its Turnover and Closeout Management Plan to help coordinate successful turnover within six months of the vendor's contract expiration, including, but not limited to:

- Providing updated project and system documentation to PRMP and/or its designee
- Transferring assets designed for and/or owned by PRMP, including, but not limited to, licenses

The vendor will provide final materials to PRMP within the time frame established in the Turnover and Closeout Management Plan, with the final three months of payments withheld until the final materials are delivered to PRMP's satisfaction.

##### 4.2.3.1.2 Domain: Knowledge Transfer and Contract Closeout

This domain covers requirements related to the vendor collaborating with PRMP and/or its designee during the transition out period. Knowledge transfer and contract closeout help ensure a seamless transition in system functionality and services with minimal to no disruption to system users prior to contract closeout by:

- Participating in collaborative sessions with PRMP and/or its vendor and providing insights regarding system specifications and transition responsibilities
- Coordinating and refining turnover schedules and timelines including key activities and milestones to ensure alignment across all applicable parties
- Continually monitoring and reporting on the status of ongoing work and other critical areas of focus during the transition
- Maintaining a positive relationship with PRMP and/or its designee
- Vacating PRMP-assigned office space and returning any applicable physical property and/or equipment
- Receiving validation from PRMP that all required contract activities were completed within agreed-upon time frames and to the required level of completeness and quality
- Completing other tasks as defined in the final contract and any applicable amendments to support the Turnover and Closeout Management Plan

## 4.3 Required Terms and Conditions

A draft contract is provided in **Appendix 6: Proforma Contract Draft** and details PRMP's non-negotiable terms and conditions, including tax requirements, which the vendor must comply with 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 selected vendor must sign. The proforma contract included in this RFP is an example contract and does not include all final specifications and terms; however, vendors should review the included standard terms and conditions and cite those they would like to further discuss with PRMP. If a vendor has questions or concerns regarding required terms and conditions, please submit them as questions during the question and answer phase of the RFP. PRMP anticipates that any standard term or condition not noted in the vendor's response shall be accepted as presented in this RFP during negotiations. Refer to **Attachment I: Terms and Conditions Response** for guidance on exceptions. The final terms of the contract will be discussed with the successful selected 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. Only proposals which receive the minimum acceptable technical score (70% of applicable technical evaluations points) will be eligible to move forward to cost proposal evaluations. The evaluation committee may further refine the selection of proposals that meet the minimum acceptable technical score and will move forward to cost proposal evaluations by identifying those proposals with the highest technical scores. The number of proposals that the evaluation committee moves forward from technical evaluations to cost evaluations may be relative to the total number of proposals submitted and subject to the discretion of the evaluation committee. Those proposals that are not moved forward from technical evaluations will not have their cost proposals scored. The evaluation committee reserves the right to revisit proposals if a technical and/or cost deficiency is discovered during the evaluation. If the evaluation committee determines that a proposal is non-responsive and rejects it after opening cost proposals, the solicitation coordinator will recalculate scores for each remaining responsive cost proposal to determine (or redetermine) the apparent best-ranked proposal.

The evaluation committee shall recommend for the contract to be awarded to the vendor who receives the highest overall point score of all eligible vendor and demonstrates that they meet all the mandatory specifications, meet at least the minimum acceptable technical score, and were selected to move forward to cost proposal evaluations.

### 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 (1,000) points. The technical evaluation will be based upon the point allocations designated below for a total of 800 of the 1,000 points. Cost represents 200 of the 1,000 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 950 total points. Cost will remain 200 of the 950 total points.

**Table 4: Scoring Allocations**

Scoring Area	Points Allocated
Global Criterion: Mandatory Specifications	Pass/Fail
Global Criterion 1: Vendor Qualifications and Experience	100 Points Possible
Global Criterion 2: Vendor Organization and Staffing	100 Points Possible
Global Criterion 3: Approach to SOW and Outcomes	500 Points Possible
Global Criterion 4: Initial Project Schedule	50 Points Possible
Global Criterion 5: Cost Proposal	200 Points Possible
Global Criterion 6: Oral Presentations	50 Points Possible
<b>Total Points Possible</b>	<b>1,000 Points</b>

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

### 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 **Section 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 **Section 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.

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 selected 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 selected 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. PRMP intends to award this contract to one vendor.

#### 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 one or multiple vendors prior to the notice of award 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 selected vendor pricing. During target price negotiations, vendors are not obligated to reduce their pricing to target prices, but no selected 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 selected vendor, then the PRMP reserves the right to bypass the apparent best-ranked selected 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 selected 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 selected 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 **Section 1.3: RFP Timeline**.

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

The selected 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 like that detailed within **Appendix 6: Proforma Contract Draft**. The selected vendor must sign the contract by the contract signature deadline detailed in **Section 1.3: RFP Timeline**. If the selected vendor fails to provide the signed contract by this deadline, the PRMP may determine that the selected 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.

## 6.3 Administrative and Judicial Review Process

Any person or party adversely affected or aggrieved by an award made regarding this Request for Proposal proceeding may, according to 3 L.P.R.A. § 9659, file a motion for reconsideration with the Puerto Rico Department of Health (PRDoH), within a term of ten (10) days from the date of the notification of the award. The PRDoH must consider the motion for reconsideration within ten (10) business days of being filed. If any determination is made in its consideration, the term to request the appeal for judicial review will begin from the date on which a copy of the notification of the decision of the PRDoH is filed on record, according to the case, resolving the motion for reconsideration. If the filing date of the copy of the notification of the decision is different from that of the deposit in the ordinary mail or the sending by electronic means of said notification, the term will be calculated from the date of the deposit in the ordinary mail or sending by electronic means, as appropriate. If the PRDoH fails to take any action in relation to the motion for reconsideration within ten (10) business days of its filing, it shall be understood that the motion was denied outright, and the time to request judicial review shall start to run from said date.

If the PRDoH accepts the reconsideration request within the term provided, it must issue the reconsideration decision or resolution within thirty (30) days following the filing of the motion. for reconsideration. If the PRDoH accepts the motion for reconsideration but fails to take any action in relation to the motion within thirty (30) days of its filing, it will lose its jurisdiction and the term

to request the judicial review will begin from the expiration of said term of thirty (30) days. The Department of Health may extend said term only once, for an additional period of fifteen (15) days.

Any person or party adversely affected by a final reconsideration decision or resolution may file a petition for review with the Puerto Rico Court of Appeals within a term of twenty (20) business days of such final decision or determination being filed. See 3 L.P.R.A § 9672.

The mere presentation of a motion for reconsideration does not have the effect of preventing the PRMP from continuing with the procurement process intended within this Request for Proposal.

Challenges must be submitted using the form and according to the instructions in Appendix 4: Terms for Filing a Review 3 L.P.R.A § 9672 of this RFP and shall be considered waived and invalid if the objection has not been submitted as instructed in Attachment D.

## 6.4 Contract Approval and Contract Payments

After contract award, the selected 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 selected 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 selected 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 selected vendor, even goods delivered, or services rendered in good faith and even if the selected 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.

## 6.5 Performance

Upon request of the Commonwealth, the selected 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 selected vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, whether to suspend the selected vendor from doing future business with the Commonwealth for a specified period, or whether the selected vendor can be considered responsible on specific future contract opportunities.

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

SLAs and associated Key Performance Indicators (KPIs) may be added or adjusted by mutual agreement during the term of the contract to align with business objectives, organizational objectives, and technological changes. The selected 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 selected 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 selected 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.

## 6.6 Travel

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

## 6.7 Facilities Access

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

## 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 will 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 complete for each area identified in **Attachment A: Cost Proposal**. The cost proposal should be built assuming that the E&E System Takeover contract will be active for at least two years (the base term of the contract) with option years. 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.

PRMP will not be liable for or pay any project costs that the vendor does not identify in its cost proposal. The cost proposal should not include exceptions and additional terms and conditions; however, vendors may include assumptions regarding the vendor's cost proposal in the identified tab in **Attachment A: Cost Proposal**.

**Payment Methodology:** The following bullets detail how payments will be invoiced and managed for all contract phases:

1. The vendor will submit implementation project management invoices throughout Phase I of the contract. As payment milestones are completed, the vendor will be allowed to invoice for the full dollar amount associated with that payment milestone.
  - a. Payment Milestone 1: PRMP acceptance of D01 – D10
  - b. Payment Milestone 2: PRMP acceptance of D11 – D23
  - c. Payment Milestone 3: PRMP acceptance of D24 – D31
2. Upon initiation of Phase II of the contract, the vendor will submit a monthly invoice for maintenance and operations that is inclusive of the total costs for maintenance and operations (M&O) support, hosting and disaster recovery, applicable deliverables (D32), packaged software, and hardware. These costs and deliverables should be itemized and summarized in a total monthly fee for the system and services provided as a part of this contract. In addition to this monthly fee, the vendor should be prepared to include the total hours utilized from the modifications and enhancements pool as is necessary (see below). The vendor will continue to submit a monthly invoice throughout Phase III of the project. PRMP will withhold the final three months of vendor payments until PRMP is satisfied that the vendor has fulfilled its obligations under this contract.
3. The vendor will perform modifications and enhancements as per the vendor's submitted and PRMP-approved Change Management Plan and upon written approval from PRMP.

Anticipated changes are not guaranteed. PRMP reserves the right to add or remove from the change management activities.

- a. PRMP will use the “Labor Rates” supplied by the vendor in Attachment A: Cost Proposal – Cost Workbook as a rate card for change requests using the Modifications and Enhancements Pool.
- b. PRMP defines modifications to include, but not be limited to, change arising from normal business operations, changes in business rules, and system changes required to maintain compliance with federal regulations and standards. Modifications are to occur ongoing throughout all project/contract phases and will be implemented upon PRMP approval.
- c. PRMP defines enhancements as being inclusive of, but not limited to, changes initiated by PRMP to achieve strategic objectives, implement new programs, and mature business capabilities. Enhancements are ongoing changes made throughout all project/contract phases. Enhancements will only be implemented upon PRMP approval.
- d. PRMP has included a budget of 20,000 hours per year for contract modifications and/or enhancement activities that will be used as part of the scoring and evaluation process. Actual hours needed may be more or less and are not guaranteed to be used. Only those hours approved in writing by PRMP as part of the change management process shall be allowable to be submitted as part of the invoice process.
- e. The resolution of system defects at the fault of the vendor is the responsibility of the vendor. PRMP does not consider costs associated with defect remediation to be modification and/or enhancement activities. Costs attributed to said activities shall be the responsibility of the vendor.

The evaluation committee will evaluate cost proposal scores based on the total price for the full contract term (6 years).

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

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

This section 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.

- **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	_____

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State of Incorporation

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By signature hereon, the vendor certifies that:

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

- **Vendor Information**

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

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

## **2.1 Payment Address**

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



**Table 5: Payment Information**

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

## 2.2 Legal Notice Address

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

**Table 6: Legal Notice Information**

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

- **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>

- **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>

- **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>

- **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.

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(Company)

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(Representative Name, Title)

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(Contact Phone/Fax Number)

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(Date)

## Attachment C: Vendor Qualifications and Experience

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

### Organization Overview

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

#### 1.1 Organization Overview

Provide all relevant information regarding the general profile of the vendor. The vendor is not to change any of the pre-filled cells in the following tables.

**Table 7: Vendor Overview**

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

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

### **1.2 Subcontractor Overview (If Applicable)**

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

**Table 8: Subcontractor Overview**

<b>Subcontractor Overview</b>	
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>

<b>Subcontractor Overview</b>	
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, Puerto Rico municipalities, and/or other Puerto Rico government agencies.

<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. The vendor may not include PRMP as a reference. Preference may be provided to vendors with references specific to taking over a Medicaid IT solution that is already in operations.

### **Vendor (Prime) References Form**

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

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

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

**Table 9: Vendor References**

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

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

**Subcontractor References (If Applicable)**

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

**Table 10: Subcontractor References**

Subcontractor Information		
<b>Vendor Name:</b>	Contact Name:	
	Contact Phone:	
Customer Information		
<b>Customer Organization:</b>	Contact Name:	
	Contact Title:	
<b>Customer Address:</b>	Contact Phone:	
	Contact Email:	
Project Information		
<b>Total Vendor Staff:</b>		
<b>Objectives:</b>		
<b>Description:</b>		



Subcontractor Information				
<b>Vendor's Involvement:</b>				
Key Staff				
Name: (Add more rows as needed)		Role: (Add more rows as needed)		
Name: (Add more rows as needed)		Role: (Add more rows as needed)		
Project Measurements:				
Estimated one-time costs:		Actual one-time costs:		
Reason(s) for change in one-time cost:				
Original Value of Vendor's Contract:		Actual Total Contract Value:		
Reason(s) for change in value:				
Estimated Start and Completion Dates:	From:		To:	
Actual Start and Completion Dates:	From:		To:	
Reason(s) for the difference between estimated and actual dates:				
If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities:				

## Attachment D: Vendor Organization and Staffing

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

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

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** and **Appendix 3: Key Staff Qualifications, Experience, and Responsibilities**, the vendor's narrative description of its proposed Initial Staffing Plan should include:

- All applicable key staff required by PRMP, plus any additional staff (key and non-key) as determined by the vendor to be necessary to support the work proposed under this RFP.
- A description of the vendor's proposed team that exhibits the vendor's ability to provide knowledgeable, skilled, and experienced personnel to accomplish the 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 E&E System Takeover 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 vendor and subcontractor, if applicable.

<Response>

### 2. Use of PRMP Staff

Describe the business and technical resources the vendor proposes PRMP should provide to support the development, review, and approval of all deliverables as well as the staff necessary to help ensure successful completion of the scope of work detailed in this RFP. 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.
- The required assistance from PRMP staff and the experience and qualification levels of required staffing.

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

<Response>

### **2.1 Collaboration With Incumbent Vendor Staff**

Describe what materials or expectations the vendor has of the incumbent vendor and what mitigation actions the vendor will take if this material or access to the incumbent vendor is not possible.

<Response>

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

Key staff consist of the vendor's core management team for this engagement. These resources are responsible for providing leadership and creating the standards and processes required for the E&E System Takeover 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. Key staff resumes should each be less than two pages.

These key staff roles that the PRMP requires the vendor to propose are:

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

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

#### **2.1 Resumes**

PRMP considers the key staff resumes as an indicator of the vendor's understanding of the skillsets required for each staffing area and its ability to perform them. The vendor should complete the table below and include resumes of all individuals who are being initially proposed.

If applicable, resumes should include work performed under the vendor’s corporate experience and the specific functions performed on such engagements. Copies of diplomas, licenses, and credentials are encouraged but are not required and are not subject to the three-page limit.

**Table 11: Proposed Key Staff and Roles**

Name	Proposed Role	Experience in Proposed Role

<Response>

**2.2 Key Staff References**

The vendor should provide two references for each proposed key staff. The reference should be able to confirm that the staff has successfully demonstrated tasks commensurate to the tasks they will perform in alignment with this RFP and the resulting contract. Vendors may not use PRMP staff as a reference.

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

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

**Table 12: Key Staff References**

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

**Key Staff Reference Form****Project Description:****Project Role and Responsibilities:****Reference 2**

<b>Client Name:</b>		<b>Client Address:</b>				
<b>Contact Name:</b>		<b>Contact Title:</b>				
<b>Contact Phone:</b>		<b>Contact Email:</b>				
<b>Project Name:</b>			<b>Start Date:</b>	<b>MM/YYYY</b>	<b>End Date:</b>	<b>MM/YYYY</b>

**Project Description:****Project Role and Responsibilities:****Project Description:****Project Role and Responsibilities:**

## Attachment E: Mandatory Specifications

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

**Instructions:** The mandatory specifications must be agreed to and met by the vendor as a part of the submitted proposal. Failure to meet any of the mandatory specifications of this RFP will result in disqualification of a proposal, in accordance with 5.4 Failure to Meet Mandatory Specifications. 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.

The vendor must sign upon the line at the conclusion of Attachment E certifying that it has reviewed and understands these mandatory specifications in their entirety. Through signing the vendor agrees to meet and continue to meet each of the requirements in full, for the duration of the contract. If a vendor responds with “No” to one or more mandatory specifications, the proposal will be considered non-responsive and will be disqualified per **Attachment E: Mandatory Specifications** and **Section 5.4 Failure to Meet Mandatory Specifications**. Any mandatory specification without a response value will be considered “No.”

### Submission Requirements

This RFP includes multiple sections that specify proposal submission requirements, including, but not limited to, **Section 1.3 RFP Timeline**, **Section 3.11 Proposal Submittal and Instructions**, and **Section 7: Attachments** PRMP will provide the selected vendor with on-site cubicle space for up to two vendor staff. PRMP reserves the right to reallocate its on-site space, as necessary. The vendor will be responsible for coordinating additional on-site accommodations, beyond what is provided by PRMP, for all key staff that are required to be on-site, per this RFP.

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. 5.4 Failure to Meet Mandatory Specifications

## Mandatory Requirements

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

**Table 13: Mandatory Requirements**

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement *Response should note any exceptions to meeting requirements
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>
The vendor must support the PRMP's requests for information in response to activities including, but not limited to: 1. Compliance audits 2. Investigations 3. Legislative requests		<Response>
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>
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>

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement *Response should note any exceptions to meeting requirements
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>
The vendor must provide evidence that staff have completed and signed all necessary forms prior to executing work for the contract.		<Response>
The vendor staff must not have the capability to access, edit, and share personal data with unauthorized staff, including, but not limited to: <ol style="list-style-type: none"> <li>1. Protected Health Information (PHI)</li> <li>2. Personally Identifiable Information (PII)</li> <li>3. Financial Transaction Information</li> <li>4. Federal Tax Information</li> <li>5. Social Security Administration (SSA) data including, but not limited to, family, friends, and acquaintance information</li> </ol>		<Response>
The vendor must comply with current and future Puerto Rico and federal regulations as necessary to support the services outlined in this RFP.		<Response>
The vendor must perform according to agreed upon SLAs and associated metrics in the areas listed in <b>Appendix 2: SLAs and Performance Standards</b> .		<Response>
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)		<Response>
The vendor must perform all work associated with this contract within the continental United States (U.S.) or U.S. Territories.		<Response>
The vendor must comply with federal Executive Order 11246 related to Equal Employment Opportunity Act, the Clean Air Act, and the Clean Water Act.		<Response>
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.		<Response>
On a monthly basis the vendor must, at a minimum, include the standard invoice		<Response>



Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement *Response should note any exceptions to meeting requirements
package contents for the PRMP, including, but not limited to: <ol style="list-style-type: none"> <li>1. 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.</li> <li>2. A list of all services completed within an invoice period, as well as evidence that the PRMP has accepted and approved the work.</li> <li>3. Three physical and one electronic invoice packages in support of the PRMP's review and approval of each invoice.               <ol style="list-style-type: none"> <li>a. Invoice Package #1 – Original Signature and Hard Copy</li> <li>b. Invoice Packages #2 – #3 – Hard Copy</li> <li>c. Invoice Package #4 – Electronic</li> </ol> </li> </ol>		
The vendor must agree that the PRMP retains ownership of all data, procedures, applications, licenses, and materials procured or developed during the contract period, in accordance with the Conditions for Enhanced Funding (CEF) and 42 CFR § 433.112.		<Response>

## 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 14: Mandatory Qualifications**

Mandatory Qualification Item(s)	Vendor Meets Qualification? Y/N	Provide a Brief Narrative to Demonstrate Fulfillment of Requirement
The vendor must have at least five years of experience in operating and managing an E&E		<Response>

Mandatory Qualification Item(s)	Vendor Meets Qualification? Y/N	Provide a Brief Narrative to Demonstrate Fulfillment of Requirement
system of similar size, scope, and complexity as described in this RFP.		
The vendor must be capable of providing PRMP with a Cúram E&E system, in line with PRMP's required system takeover approach.		<Response>
The vendor must include at least two references from projects performed within the last five years that demonstrate the vendor's ability to perform the scope of the work described in this RFP. The vendor must include references from two different projects/clients that provide details on the vendor's experience implementing and operating a Medicaid E&E system.		<Response>

See **Appendix 7: Procurement Library**, PL-078 for a ruling by the Puerto Rico Supreme Court regarding vendor and staff qualifications and other considerations.

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

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(Company)

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(Representative Name, Title)

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(Contact Phone/Fax Number)

---

(Date)

## Attachment F: Outcomes Traceability Matrix (OTM)

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

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

## Attachment G: Response to SOW

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

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

- **Section 4. Scope of Work (SOW)**
- **Attachment F: Outcomes Traceability Matrix (OTM)**
- **Appendix 1: Deliverable Review Process and Deliverables Dictionary**

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

In **Attachment G: Response to SOW**, vendors are expected to provide a narrative response, detailing how they can meet or exceed PRMP's specifications for vendor responsibilities, as detailed throughout this RFP. PRMP expects vendors to incorporate detailed responses to the sections and bullets listed below, including applicable references and approaches from industry standards and best practices. Additionally, PRMP expects vendors' responses to reference, address, and satisfy the applicable regulatory requirements stemming from CMS' MES Certification Repository including Conditions for Enhanced Funding and CMS Required Outcomes for the E&E Business Area.

The text response to each section (Approach to Phase I through Phase III) in **Attachment G: Response to SOW** must be 14 pages or less in 11-point font, single spaced, with each response beginning on its own page with the associated section's reference on the top of the page. The vendor may also add up to two pages of images or diagrams for each response. Responses beyond 14 pages of text and 16 total pages including images and diagrams will not be reviewed.

### 1. Approach to Phase I: Transition in and Takeover

- Project Initiation and Planning
  - Onboarding
  - Project Management
- System Setup
  - Data Management
  - Integration and Interfaces
  - Training
  - User Interface
  - System Configuration
- System Deployment/Go-Live
  - Testing and Operational Readiness
  - Hosting and Licensing

- User, System, and Product Documentation

<Response>

## **2. Approach to Phase II: Operations and Modernization**

- E&E System Functionality
  - E&E Application Design and Accommodations
  - Automated E&E Processes
  - Timely and Accurate E&E Application Processing
  - Managing Eligibility Determinations
  - System-Generated Reporting, Metrics, and Data
- Ongoing Operations/Enhancements
  - Compliance
  - Certification
  - Upgrades
  - Security and Privacy

<Response>

## **3. Approach to Phase III: Turnover and Contract Closeout**

- Transition Out, Turnover, and Closeout
  - Documentation Updates and Asset Transfer
  - Knowledge Transfer and Contract Closeout

<Response>

## Attachment H: Initial Project Schedule

This section provides instructions to vendors to include their Initial Project Schedule as part of their Technical Proposal.

### **Instructions:**

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

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

- Detailed tasks and timelines, outlining the major project phases planned by the vendor.
- The Work Breakdown Structure (WBS) to support the identification and establishment of critical path.
- The project schedule for all project deliverables and milestones.
- Identification of resources assigned as the responsible entity for each activity/deliverable within the WBS to the level at which control will be exercised.
  - Vendors should indicate which activities may involve the PRMP staff, the incumbent vendor, and/or other PRMES vendors and specify expectations within the schedule.
- Identification of deliverables that may require more or less time for the PRMP acceptance, including the proposed acceptance period for the deliverable.

During the takeover and transition period PRMP expects the incumbent vendor to still be working on enhancements and upgrades to the E&E system. Within their Initial Project Schedule, vendors should detail any expectations related to coding freezes and should seek to balance PRMP's ongoing needs alongside the transition in and turnover activities.

In their evaluation of the vendor's initial project schedule, the evaluation committee will be evaluating the vendor's ability to create a detailed project schedule that provides a detailed overview of the items listed above. While the PRMP is interested in achieving system turnover as soon as possible, vendors are expected to create an initial project schedule that reasonably balances the go-live timeline with critical project tasks, dependencies, and other items as listed above. The Initial Project Schedule should presume a start date of November 1, 2024. The actual start date will be dependent on discussions with the incumbent vendor and related contract negotiations as part of this award.

RFP respondents are encouraged to keep in mind that the PRMP is interested in vendors' ability to successfully plan for and achieve "quick wins" during Phase I of this contract, and as such RFP response's initial project schedule should clearly articulate the vendor's approach toward a timely takeover and the "quick wins" they can provide PRMP along the way.

## Attachment I: Terms and Conditions Response

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

### 1. Title Page

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

### 2. RFP Terms and Conditions

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

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

---

**Printed Name/Signature of Authorized Personnel**

**Date**

### 3. Customary Terms and Conditions

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

- **Appendix 2: SLAs 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**
- The awarded vendor must be registered with the “Registro Único de Proveedores de Servicios Profesionales” (RUP) from the Puerto Rico General Services Administration (ASG) and with the Puerto Rico Treasury Department (Hacienda) for the collection of sales and use tax (IVU) as a provider (if applicable) in the Sistema Unificado de Rentas Internas (SURI). The PRMP shall not award a contract, unless the vendor provides proof of such registration or provides documentation from the Puerto Rico Treasury Department that the vendor is exempt from this registration requirement in the SURI system. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For more information, please refer to the PR Treasury Department’s web site <http://www.hacienda.pr.gov>
- Prior to the contract resulting from this RFP being signed, the successful vendor must provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in Puerto Rico. Each Certificate of Insurance shall indicate current insurance coverage meeting minimum requirements as specified by this RFP. A failure to provide a current Certificate of Insurance will be considered a material breach and grounds for contract termination. A list of the insurance policies that may be included in this contract are provided in **Appendix 7: Procurement Library** A performance bond may be required for the contract resulting from this RFP.
- **Appendix 2: SLAs 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. Further, all exceptions are subject to PRMP’s approval and may be rejected at PRMP’s discretion.

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

**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 15: Exception #1**

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

6.2

**Table 16: Exception #2**

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

## 8. Appendices

### Appendix 1: Deliverable Review Process and Deliverables Dictionary

All deliverables produced, maintained, and reviewed by the vendor must be done with the goals of encouraging reuse and maintaining consistency of content, format, methodologies, and development, review, and approval processes. The vendor should attempt to maintain consistency and encourage reuse across operations and throughout the PRMES. As noted in **Section 2. Background and Overview of Existing Programs and Services** of this RFP, the PgMO Plan Aids should be referenced by the vendor when developing project deliverables. The PgMO Plan Aids and supporting PRMES guidance should be referenced in conjunction with the ePMO Management Plans and supporting guidance; refer to **Section 2.1 PRMP** and **Appendix 7: Procurement Library** for more details.

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

If a deliverable due date falls on a weekend or a PRMP-recognized holiday, then the deliverable due date will be the next business day. All deliverables should be provided to PRMP in a format most conducive to PRMP's review and approval, based on the deliverable's specifications.

The vendor will not print and submit paper copies of reports unless requested by PRMP. Final deliverables should be submitted to PRMP in the original report format, accompanied with a PDF copy.

#### **Deliverable Review Process**

PRMP intends to review all deliverables according to the process shown in

**Figure 5: DED and Deliverable Review Process** and in the agreed-upon Documentation Management Plan, as described in this RFP. Documentation will be saved in a location to be determined by PRMP prior to the award of the contract. The vendor's quality management process should be aligned with this deliverable review process and followed in conformance with any review process specifically designed for this project. The review process allows PRMP and vendor personnel to evaluate whether the deliverable meets the requirements and is functional in the context of the system and/or contract.

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

The DED shall include, but not be limited to:

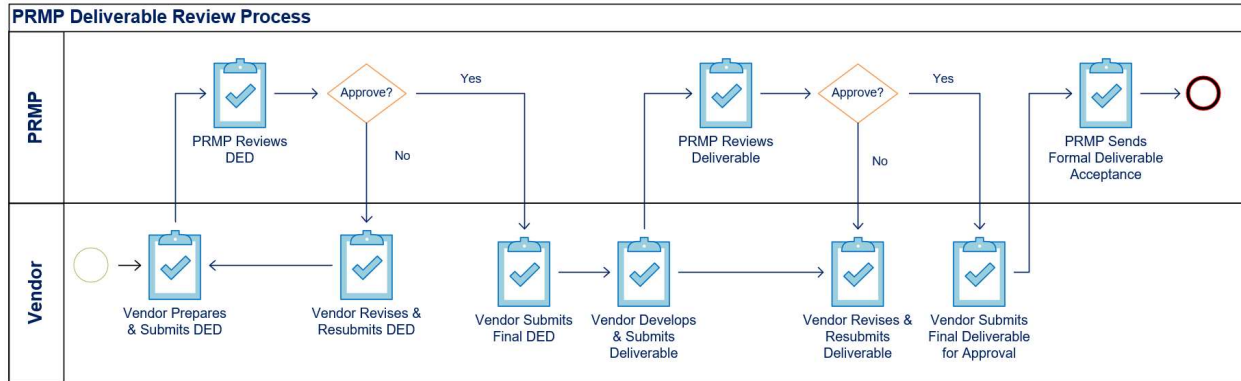
- Table of contents
- DED purpose
- Proposed outline of the sections to be included in the deliverable
- Detailed explanation of proposed content the vendor plans to include in each section
- Proposed deliverable format
- Deliverable assumptions, constraints, and stakeholders
- Deliverable acceptance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

Prior to drafting the deliverable, the vendor shall submit a DED to the PRMP for its review and/or approval. During the deliverable review process, the PRMP project team will review the deliverable to determine whether it meets all requirements as agreed upon and defined in the DED. Before submitting a deliverable, the vendor shall schedule a deliverable walkthrough with the PRMP project team to provide a high-level review of the deliverable. Plans for scheduling of deliverable walkthroughs should be integrated into D04: Project Schedule.

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

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

**Figure 5: DED and Deliverable Review Process**



**Deliverables Dictionary**

The Deliverables Dictionary provides a high-level description of each deliverable required as part of this RFP and resulting contract. Note that each deliverable should include a section that details how the vendor will maintain and/or update the document throughout the life of the contract. Where applicable, each deliverable should also detail how the deliverable supports or will support integration and collaboration with stakeholders. The vendor should be prepared to collaborate with PRMP, other Puerto Rico government entities, other vendors, and other stakeholders as directed by PRMP on the development, submission, and (at times) approval of deliverables. Upon PRMP’s request, the vendor must be able to produce specific documents in both English and Spanish; the default expectation is that deliverables will be produced in English.

**Table 17: Project Task Groups**

Project Phase	Project Task Group	Description
Phase I: Transition in and Takeover	<b>Project Initiation and Planning</b>	This task group covers requirements related to activities that will begin immediately following contract execution. These critical start-up activities are primarily focused on onboarding and project management to help enable the selected vendor to integrate into the PRMES environment and begin collaborating with PRMP and other vendor staff. Project management activities and processes will be finalized during this phase.
	<b>System Setup</b>	This task group covers technical and business requirements related to preparing for the takeover of the existing system. This section includes the necessary activities and support for the vendor to understand the existing system, including technical and business components, and then begin to configure the system to align with the current system’s specifications.

Project Phase	Project Task Group	Description
	<b>System Deployment/Go-Live</b>	This task group covers requirements related to taking over and transitioning out the incumbent vendor as part of go-live. During this stage, the vendor will coordinate with the incumbent vendor and PRMP to transition incumbent vendor responsibilities and assume full responsibility for the E&E system. The activities and specifications within this section build upon the earlier sections and are considered the last major activities prior to the closeout of Phase I and the transition to Phase II and system operations.
<b>Phase II: Operations and Modernization</b>	<b>E&amp;E System Functionality</b>	<p>This task group covers requirements related to functions and outputs of the system after go-live, as well as associated vendor support. This section accounts for E&amp;E functions in alignment with PRMP’s current state and CMS certification outcomes. Where applicable, outcomes as defined in <b>Attachment F: Outcomes Traceability Matrix (OTM)</b> were incorporated directly into the following sections (Example: EE1 Application).</p> <p>Vendors should refer to <b>Appendix 7: Procurement Library</b> to reference the SMC Intake Form and other CMS certification-related materials, which provide guidance and context into PRMP’s current E&amp;E system functionalities and expectations. Vendors are expected to fully support any ongoing CMS reporting requirements as defined by the most current certification processes and SMC.</p>
	<b>Ongoing Operations/Enhancements</b>	This task group covers requirements related to continued support for system maintenance, operations, and upgrades post go-live. Several of the areas of focus highlight maintaining compliance with the most up-to-date industry, Commonwealth, and federal standards and requirements, while there are additional areas of focus aimed toward innovations and enhancements of the system.
<b>Phase III: Turnover and Contract Closeout</b>	<b>Transition Out, Turnover, and Closeout</b>	This phase covers requirements for the final stage of the contract. The vendor will focus on fulfilling remaining contract requirements to satisfy its obligations to PRMP, including turning over any documentation/assets and/or supporting transition and takeover activities. The vendor will continue to

Project Phase	Project Task Group	Description
		maintain the system and satisfy its obligations per the earlier phases throughout Phase III up until contract closeout. Phase III begins upon notice of termination and/or six months prior to contract closeout and ends once contract requirements have been fulfilled and the contract concludes.

The table below provides a summary of the deliverables included in the Deliverables Dictionary. Further details on the deliverables can be found in the section below. The term “as agreed upon between the PRMP and the vendor” initially refers to the defined terms in the PRMP-approved project schedule. The time of delivery and delivery cadence is subject to change based on evolving project needs and timelines, in line with the Schedule Management Plan, and is subject to PRMP approval.

All deliverables will be developed and submitted at least once, while some will be submitted multiple times either due to their recurring cadence (e.g., Monthly Status Report), requirements for multiple submissions/updates (e.g., updated Turnover and Closeout Management Plan prior to contract conclusion), or ad hoc/required updates (e.g., updated Master Test Plan to account for updated CMS guidance). The table below organizes deliverables by task group to align with Section 4: SOW of this RFP. In some instances, PRMP sets the time of delivery and cadence for vendor deliverables, whereas in other cases the vendor should propose a delivery and update cadence within its Initial Project Schedule.



**Table 18: Deliverables Dictionary Summary**

<b>ID</b>	<b>Phase</b>	<b>Task Group, Domain</b>	<b>Deliverable Name</b>	<b>Time of Delivery/Delivery Cadence</b>
D01	I	Project Initiation and Planning, Onboarding	Kickoff Meeting Materials	Within 15 calendar days of contract execution.
D02	I	Project Initiation and Planning, Onboarding	Vendor and System Transition Plan	Within 30 calendar days of contract execution.
D03	I	Project Initiation and Planning, Project Management	Monthly Status Report	The fifth of every month.
D04	I	Project Initiation and Planning, Project Management	Project Schedule	Initial Project Schedule will be submitted in the vendor's response to the RFP, then will be submitted within 30 calendar days of contract execution.
D05	I	Project Initiation and Planning, Project Management	Project Management Plan	Within 30 calendar days of contract execution.
D06	I	Project Initiation and Planning, Project Management	Outcomes Management Plan	Within 30 calendar days of contract execution.
D07	I	Project Initiation and Planning, Project Management	Certification Maintenance Plan	Within 60 calendar days of contract execution.
D08	I	Project Initiation and Planning, Project Management	Outcomes Traceability Matrix	Within 60 calendar days of contract execution.
D09	I	Project Initiation and Planning, Project Management	Incident Management Plan	Within 60 calendar days of contract execution.
D10	I	Project Initiation and Planning, Project Management	Turnover and Closeout Management Plan	Within 120 calendar days of contract execution and updated six months prior to contract closeout.
D11	I	System Setup, Data Management	Capacity Plan	As agreed upon between the PRMP and the vendor.
D12	I	System Setup, Data Management	Database Design Document	As agreed upon between the PRMP and the vendor.
D13	I	System Setup, Data Management	Data Conversion Plan	As agreed upon between the PRMP and the vendor.

ID	Phase	Task Group, Domain	Deliverable Name	Time of Delivery/Delivery Cadence
D14	I	System Setup, Data Management	Data Management Plan	As agreed upon between the PRMP and the vendor.
D15	I	System Setup, Data Management	Disaster Recovery and Business Continuity Plan	120 business days prior to system go-live, and then on an annual basis and/or after any substantive changes to the system. Annual plans will be due the first business day of July each year.
D16	I	System Setup, Integration and Interfaces	System Integration and Interface Design Plan	As agreed upon between the PRMP and the vendor.
D17	I	System Setup, Training	Training Plan	As agreed upon between the PRMP and the vendor.
D18	I	System Setup, Training	Training Materials	As agreed upon between the PRMP and the vendor.
D19	I	System Setup, System Configuration	System Configuration Management Plan	As agreed upon between the PRMP and the vendor.
D20	I	System Setup, System Configuration	Detailed System Design (DSD) Documents	As agreed upon between the PRMP and the vendor.
D21	I	System Setup, System Configuration	System Requirement Document/Backlog of User Stories and Use Cases	As agreed upon between the PRMP and the vendor.
D22	I	System Setup, System Configuration	Implementation Plan	90 calendar days prior to deployment, then 30 calendar days before system go-live.
D23	I	System Setup, System Configuration	System Operations Plan	90 calendar days prior to deployment, then 30 calendar days before system go-live.
D24	I	System Deployment/Go-live, Testing and Operational Readiness	Operational Readiness Plan (ORP)	As agreed upon between the PRMP and the vendor.
D25	I	System Deployment/Go-live, Testing and Operational Readiness	Master Test Plan	As agreed upon between the PRMP and the vendor.
D26	I	System Deployment/Go-live, Testing and Operational Readiness	Test Cases & Scripts	As agreed upon between the PRMP and the vendor.

ID	Phase	Task Group, Domain	Deliverable Name	Time of Delivery/Delivery Cadence
D27	I	System Deployment/Go-live, Testing and Operational Readiness	System Readiness Certification for User Acceptance Testing (UAT)	As agreed upon between the PRMP and the vendor, but prior to the beginning of UAT.
D28	I	System Deployment/Go-live, Testing and Operational Readiness	Test Results	As agreed upon between the PRMP and the vendor.
D29	I	System Deployment/Go-live, Testing and Operational Readiness	Go/No-Go Checklist	As agreed upon between the PRMP and the vendor.
D30	I	System Deployment/Go-live, Testing and Operational Readiness	HIPAA Statement	As agreed upon between the PRMP and the vendor.
D31	I	System Deployment/Go-live, Testing and Operational Readiness	Independent, Third-Party Security, and Privacy Controls Assessment Report	As agreed upon between the PRMP and the vendor.
D32	I	System Deployment/Go-live, User, System, and Product Documentation	User, System, and Product Documentation	As agreed upon between the PRMP and the vendor.
D33	II	Ongoing Operations/Enhancements, Compliance	System Performance Report	Thursday of every week.

## D01: 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 PRMP staff and present their overall approach to completing project tasks and meeting project milestones in accordance with the RFP and resulting contract.

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

The kickoff meeting materials should include information such as:

- Recap of understanding of project scope
- Overview and recap of proposed approach toward fulfillment of project scope
- Overview and introduction to the vendor's proposed team
- Anticipated and high-level project timeline

- Overview of key stakeholders
- Introduction of key staff
- Approach toward integration between all relevant project stakeholders
- Anticipated meetings with key project stakeholders including detail such as audience, frequency, and topics of focus for discussion
- Detailed overview of initial focus for the first three months
- Other information as necessary to support project execution
- Other topics conducive to rapid start of project

## D02: Vendor and System Transition Plan

The vendor will develop a Vendor and System Transition Plan, which will detail the necessary activities, support, and timeline associated with transitioning the system and associated vendor support from the incumbent vendor to the new vendor. The plan will highlight the vendor's projected timelines and details for transition activities including:

- Stakeholder identification and responsibilities
- Approach to knowledge sharing and information gathering
- Projected cutoff dates for system changes to be incorporated in the E&E system
- Expectations, assumptions, and constraints
- Risks/issues and proposed mitigation strategies
- Checklists for applicable next steps

## D03: Monthly Status Report

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

### **Schedule Updates**

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

### **Risks and Issues Register**

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

- Risk and issue triggers
- Probability of the risk or issue impacting operations
- Level of impact the risk or issue would have on operation
- Narrative that provides context to the factors that led to the creation of a risk or issue
- Status of the risk or issue (new, open, or closed)
- Dates that the risks or issues are opened, closed, and/or escalated

- Target mitigation or resolution dates
- Risk and/or issue owner(s)
- Recommended mitigation or resolution plans by the vendor to the PRMP
- Agreed-upon mitigation or resolution plans by the PRMP and the vendor
- Updates for each new and open risk or issue, including progress toward mitigation or resolution

### **Change Requests**

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

### **Outcomes Compliance**

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

Upon initiation of Phase II of the contract and through Phase III of the contract, the vendor should leverage the outcomes and metrics information gathered from the weekly System Performance Reports to document outcomes compliance.

### **SLAs Reports**

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

- 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

## D04: Project Schedule

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

The Project Schedule should be baselined upon initial approval of this deliverable by the PRMP. At minimum, the Project Schedule should be updated monthly and delivered in Microsoft Project® and PDF format monthly. Submitted with each Project Schedule should be a document that details the changes made to the Project Schedule since the prior submitted version.

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

## D05: Project Management Plan

The Project Management Plan is a formal, approved deliverable made up of several components and is used to guide project execution and control for the vendor's engagement with the PRMP. The primary uses of the Project Management Plan are to document planning assumptions and decisions; facilitate communication among stakeholders; and document approved scope, cost, and schedule baselines. This Project Management Plan is specific to the vendor's tasks, responsibilities, and supporting activities resulting from this procurement. Information from the vendor's Project Management Plan will be included as a component of, and should be in alignment with, the PRMP's Project Management Plan. The PRMP's Project Management Plan is included as part of this RFP's procurement library; see Appendix 7: Procurement Library. The components of the vendor's Project Management Plan shall also align with the guidance provided in the PgMO Plan Aids. The vendor will follow project management methodologies consistent with Commonwealth and the PRMP guidelines, the Software Development Life Cycle (SDLC), and the Project Management Body of Knowledge (PMBOK®).

- The vendor should maintain the Project Management Plan as needed to reflect changes in any of the plan's components throughout the duration of the contract.
- The Project Management Plan should be submitted for PRMP approval annually.
- Included as part of the Project Management Plan are 12 deliverables that are subcomponents of the Project Management Plan. Each of these deliverables should be simultaneously submitted along with the Project Management Plan. Each of the Project Management Plan components, detailed below, are independent deliverables that will require PRMP review and approval.

## **Change Management Plan**

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

The Change Management Plan will include, but not be limited to:

- Establishment of or the use of the PRMP's change control board and identification of roles and responsibilities for any project boards or teams
- Assignment of primary and backup members to these boards and teams
- Regularly scheduled change control meetings
- Change management tools and the approach for categorization of change requests by types
- Processes for documenting, reviewing, requesting, and approving or denying requests
- Processes for performing potential and actual impact analyses for each change request
- Processes for planning, implementing, and maintaining changes
- Processes for controlling and managing changes throughout the life of the project
- Alignment with the change management requirements detailed in the RFP

## **Communication Management Plan**

The vendor should submit the Communication Management Plan as part of the Project Management Plan. The Communication Management Plan is a document used to define stakeholder groups, outline key messages, and organize outreach and engagement activities to achieve intended communication objectives.

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

- Communication vehicles, participants, and schedules (including, but not limited to, standing project meetings, purpose, audience, frequency)
- Target stakeholders, maintenance of contact list, messaging preferences, and frequency of communication
- Reporting, required project communications, resolution approaches, and techniques to address stakeholder engagements
- Approach and processes related to management of action items including, but not limited to:
  - Documentation of action items
  - Location where action items will be recorded and stored
  - Communication and follow-up approaches for action items

## **Cost Management Plan**

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

The Cost Management Plan will include, but not be limited to:

- The agreed-to and finalized costs and budget for the project
- Methods for calculating and monitoring cost-related progress
- Mechanisms for reporting cost-related progress, as identified in collaboration with the PRMP

## **Documentation Management Plan**

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

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

## **Modularity and Reusability Plan**

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

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

- Description of how the system will promote the reuse of technical solutions to minimize customization and configuration needs
- Description of how the system will improve efficiency and effectiveness of system upgrades, reduce costs, improve system interoperability, and increase adherence to the MITA and the CMS Conditions and Standards
- Description of the system's use of a modular, flexible approach to systems development, including the use of open interfaces and exposed APIs, the separation of business rules



from core programming, and the availability of business rules in both human- and machine-readable formats

- Description of how the system will ensure integrated business and information technology (IT) transformation across the Medicaid enterprise, considering all business modules and shared services
- The Reusability Plan, which describes a component's reusability within the modernized E&E environment; the Reusability Plan also details the capabilities for using all or the greater part of the same programming code or system design in more than one application, and this plan should include, but not be limited to, documentation identifying reusable components of the system or other mutually acceptable terms as approved by the PRMP

### **Quality Management Plan**

The vendor should submit the Quality Management Plan as part of the Project Management Plan. The Quality Management Plan is a document that defines the acceptable level of quality defined by the PRMP and should describe ongoing quality management during operations. The Quality Management Plan describes how the project will help ensure this level of quality in its deliverables and project work processes. The Quality Management Plan should focus on two different areas of quality activities, including quality assurance (QA) and quality control (QC). For the purposes of this RFP, QA and QC activities are defined as:

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

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

- Defined QA approach and responsibilities
- Detailed definition of all deliverables by phase with the associated acceptance criteria
- Defined deliverable review and approval process (including touchpoints with project management vendor, PRMP, and other key project stakeholders)
- Disciplined deliverable review process
- Regularly scheduled reviews of key project phases and milestones

### **Risk and Issue Management Plan**

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

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

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

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

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

### **Schedule Management Plan**

The vendor should submit the Schedule Management Plan as part of the Project Management Plan. The Schedule Management Plan provides initial guidance and tailors general time management planning for specific project use when performing the time management processes.

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

- Automated scheduling tool
- Standing schedule review meetings
- Project schedule delivery intervals
- High-level planning schedule (specified in quarters or months, depending on project length—no specific dates necessary until detailed system requirements are defined)—waterfall or agile
- Assumptions used to develop the draft Project Schedule
- Constraints that impact the draft Project Schedule
- Project Schedule reporting
- Approach to baselining schedule

- Approach to calculating and reporting schedule performance index
- Project Schedule variances reporting
- Corrective actions to address schedule variances during the life of the project
- Processes, roles, and responsibilities involved when making changes to the Project Schedule

### **Scope Management Plan**

The vendor should submit the Scope Management Plan as part of the Project Management Plan. The Scope Management Plan outlines the vendor's approach to defining, controlling, verifying, and managing scope throughout the project and should include, but not be limited to:

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

### **Staffing Management Plan**

The vendor should submit the Staffing Management Plan as part of the Project Management Plan. The Staffing Management Plan documents the vendor's approach to providing and managing qualified human resources for the project and describes how the roles, responsibilities, and reporting relationships will be structured and addressed in support of the project and operations. Staff should have a working knowledge of the system operations prior to starting on the project.

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

- Detailed organizational chart for each phase of the project, identifying all staff to be used for each phase of the project and identifying on-site staff, off-site staff, and subcontractors
  - The vendor should ensure that the project table of its organization is updated within five (5) business days of any staffing changes and stored in a location accessible to the PRMP
- Description of the roles, responsibilities, and skill set associated with each position on the organization chart
- Description of the roles, responsibilities, and experience that qualify each resource for their role on the project

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

### **Stakeholder Management Plan and Stakeholder Analysis**

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

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

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

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

### **System Security Plan**

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

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

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

- Security policies
- Logical security controls (privacy, user access and authentication, user permissions, etc.)
- Technical security controls and security architecture (communications, hardware, data, physical access, software, operating system, encryption, etc.)
- Security processes (security assessments, risk assessments, incident response, etc.)
  - Documentation that describes the technical controls used for the following:
    - Network segmentation
    - Perimeter security
    - Application security
    - Intrusion management
    - Monitoring and reporting
    - Host hardening
    - Remote access
    - Encryption of data at rest and in transit on servers, databases, and PCs
    - Interface security
    - Security patch management
    - Secure communications over the internet
    - Managing network security devices
  - Documentation of the following:
    - Sensitive data classification
    - PHI/PII/Social Security Income (SSI) data elements
    - Security test procedures
    - CMS Information System Risk Assessment
  - Detailed diagrams depicting all security-related devices and subsystems and their relationships with other systems for which they provide controls
  - Annual updates to all security policies, controls, processes, and documentation based on the current NIST SP 800-53 and all other relevant federal and Commonwealth regulations

## D06: Outcomes Management Plan

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

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

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

## D07: Certification Maintenance Plan

The Certification Maintenance Plan details the vendor's approach for continuing to meet CMS' and PRMP's required certification outcomes and metrics reporting. As the vendor is taking over an existing system, a formal plan documenting the vendor's approach to achieving outcomes is not necessary; however, this plan should support alignment of the system consistent with SMC guidance and applicable certification criteria identified by the Commonwealth and CMS.

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

## D08: Outcomes Traceability Matrix (OTM)

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

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

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

## D09: Incident Management Plan

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

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

- Definition of what constitutes an incident, including, but not limited to, severity level, classifications, escalation measures, and target times for responding and resolution
- Definition of the process for reporting, logging, managing, and tracking incidents to resolution and closure
- Description of the vendor's CAP methodology and approach

- Definition of the process for communicating with affected stakeholders
- Identification of an incident manager
- Confirmation that this plan will comply and fulfill that which is required by the NIST Special Publication (SP) 800-61 guidance
  - As part of the Incident Management Plan, the vendor will create, document, and maintain all incidents in an Incident Register and propose a mitigation plan for each item. The Incident Register and management tools should:
    - Be automated
    - Catalog all incidents
    - Allow users to self-report and categorize incidents
    - Allow users to configure an alert message when an incident occurs
    - Notify the PRMP and affected stakeholders of each incident within the time frames defined by the PRMP
    - Produce an Incident Report for each occurrence that identifies and describes the incident, its impact, associated communication, escalation, reporting, resolution, and planned corrective action
    - Track incident management based on established metrics

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

## D10: Turnover and Closeout Management Plan

The Turnover Plan will be based on achieving a turnover within six (6) months prior to the end of the contract. The plan will include the following:

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

The Turnover and Closeout Management Plan will also include:

- Knowledge transfer activities to the PRMP or a designated agent
- Delivery of project documentation, including technical design, business design, business standard operational procedures, testing, pending findings, defects, change requests, and others
- Training activities on the use of the system
- Transfer of assets, as applicable
- Escrow, if applicable
- Data authorized for transfer and backups
- Statement of PRMP ownership, as applicable
- Certificate of destruction, as applicable

- Project closeout report
- Description of the transition process
- Key personnel and their responsibilities during transition activities
- List of product documentation and other system artifacts that will be turned over to the PRMP
- WBS, including dependencies on the PRMP, other vendors, system component availability
- Project communication associated with risk management and project status reporting during the transition
- Logical and physical security
- E&E system interface listing
- Process and procedures/policies/desk-side manuals to use the system, as applicable
- Transition or closure of active correspondence, as applicable
- Interface security key details

The Turnover Plan will reflect the following turnover deliverables:

- Turnover and Closeout Management Plan
- Module and system software and files, including business design, technical design, testing, and other operations documentation, as applicable
- Turnover Results Report
- Statement of resources on-site during the turnover period
- Description of the operational infrastructure
- Web-portal, translator, and translator software, as applicable

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

## D11: Capacity Plan

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

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

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



## D12: Database Design Documents

Database design documents are used to produce a detailed data model (conceptual, logical, and physical data models) of a database or set of data extracts enabling the PRMP to access all data used in the operations of the system. This data model contains all the needed logical design choices and physical storage parameters to generate a design in a data definition language that can be used to create a database. The document should include a data dictionary for the proposed system. The vendor will collaborate with PRMP and other PRMES module vendors to develop enterprise data models for the E&E system.

## D13: Data Conversion Plan

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

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

- Identifying interfaces that exist or might need to be established
- Providing an inventory and cross-reference of source and target data elements, schema, metadata, and self-describing files
- Completing extract, transform, and load (ETL) processes for each data source; tools needed to execute the conversion; and strategy for data QA and control
- Developing and/or using conversion programs, tools, or existing extract routines to extract data from the current system
- Validating the data conversion software, including description of a system test of all conversion software to demonstrate its functionality and performance before conversion
- Conducting parallel system and subcomponent runs to validate data conversion results
- Data cleansing, including the business rules that will be used to support data conversion
- Mapping of fields and all other information required to support the data conversion
- Developing and using data conversion test scripts
- Supporting converted data for UAT
- Approaching data conversion reconciliation, including methodologies for:
  - Trial conversions
  - Results reporting and analysis, including reports to help ensure there are adequate checks and balances in the data conversion process
  - Verification of pilot implementation data
  - Verification of systemwide implementation data
  - Strategy for any data that do not convert
  - Approach to development and use of Data Conversion Test Scripts

## D14: Data Management Plan

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

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

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

## D15: Disaster Recovery and Business Continuity Plan

The Disaster Recovery and Business Continuity Plan (DRBCP) defines the resources, actions, and tasks required to protect and recover data and the data infrastructure in the event of a disaster. The vendor's DRBCP should adhere to applicable Commonwealth and federal laws, rules, regulations, and guidelines.

The DRBCP should include, but not be limited to:

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

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

## D16: System Integration and Interface Design Plan

The System Integration and Interface Design Plan describes all internal and external interfaces with the E&E system and PRMES as it relates to all Commonwealth and federal requirements.

Additionally, the plan describes how each subsystem of the system interacts with other subsystems to provide a fully functional system that operates as one interconnected system. The System Integration and Interface Design Plan should define how the vendor's system will interact with other systems/modules within the Commonwealth's Medicaid enterprise and any external systems as needed to help ensure that all business functions of the E&E system are supported effectively.

The System Integration and Interface Design Plan shall include, but not be limited to:

- Purpose and scope of interfaces
- Assumptions and constraints involved with interface design
- Technical components involved
- Inputs and outputs involved in interfaces
- Scalability and adaptability of interfaces
- Availability of interfaces
- Error handling in responses

## D17: Training Plan

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

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

- A schedule for conducting all training activities
- Samples of course evaluations, training course outlines, and tool training agendas
- Instructions for registering for training
- Specific training course descriptions including, but not limited to, online and in-person training courses
- Training requirements
- Process and timeline for uploading training materials to the PRMP's SharePoint site

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

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

## D18: 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

## D19: System Configuration Management Plan

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

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

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

## D20: Detailed System Design Document

The DSD Document describes the system design the vendor will use to satisfy the specifications of the contract. The DSD Document is the primary output of the configuration sessions and is composed of both the functional and technical elements of the system.

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

- General narrative of the entire system and the flow of data through the system
- Detailed description and diagram of the system architecture, identifying how components are integrated to meet RFP specifications
- General and detailed subsystem narratives describing each function, process, and feature
- Hardware and software detail
- Business rules
- Reporting capabilities and pre-built reports
- Security design description for each business area that defines access control, including specifying roles, role locations, and a matrix of roles by inputs/outputs
- System functionality traceable back to the functional OTM
- Identification of system files and processing architecture
- Process flows
- Record layout of each data store with data element definitions and all logical data models

- Corresponding physical model data structures with data dictionary excerpts for each structure
- Details on which components will be leveraged from existing systems and which components will be newly developed
- User profiles and security role permissions
- System overview diagrams
- Flow diagram of each subsystem, identifying all major inputs, processes, and outputs
- Lists of all inputs and outputs by subsystem
- Domain model(s)
- High-level data model and a detailed, physically specific data model
- Infrastructure design plans
- Interface designs, including Application Programming Interfaces (APIs)
- Interface list that includes, but is not limited to, details on the interface's design, data flow, and entities from which the data is flowing from and/or to
- List of all local and off-site facilities
- Network schematic showing all network components and technical security controls
- Interface control documents
- Description of each component, including basic functions and the business areas supported
- Enterprise system diagrams, including all components, identifying all logic flow, data flow, system functions, and their associated data storage

## D21: System Requirement Document/Backlog of User Stories and Use Cases

The System Requirement Document includes the creation of the Business Requirements Document (BRD) and System Requirements Specification (SRS)/features, epics, and user stories.

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

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

## D22: Implementation Plan

The Implementation Plan reflects the final specifications for system implementations. This document shall be developed based on outputs from the planning and design sessions conducted with the vendor, QA provider, and the PRMP project personnel. The Implementation Plan shall include details related to transition, takeover, and 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 policies and procedures
- Implementation support
- Hardware, software, facilities, and materials
- Documentation
- Personnel and staffing requirements
- Training of implementation staff
- Outstanding issues
- Implementation impact
- Performance monitoring
- Configuration management interface
- Risks and contingencies
- Implementation verification and validation
- Definition of how release and deployment packages can be tracked, installed, tested, verified, and/or uninstalled or backed out, if appropriate
- Definition of how deviations, risks, and issues related to the new or updated module are recorded and how corrective actions are ensured
- Definition of how applicable E&E-related responsibilities will be transitioned from the incumbent vendor to the vendor
- Definition of how the transfer of knowledge will occur to enable end users to optimize their use of the new/updated system to support their business activities
- Definition of how skills and knowledge will be transferred to operations staff to enable them to deliver, support, and maintain the new/updated system according to the documented SLAs effectively and efficiently
- Entrance and exit criteria for the system takeover and implementation plan

## D23: System Operations Plan

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

The System Operations Plan should include:

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

## D24: Operational Readiness Plan (ORP)

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



The ORP shall include, but not be limited to:

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

## D25: Master Test Plan

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

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

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

## D26: Test Cases & Scripts

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

## D27: System Readiness Certification for UAT

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

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

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

## D28: Test Results

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

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

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

## D29: Go/No-Go Checklist

A Go/No-Go Checklist will support the vendor in helping to ensure all necessary requirements are met or accounted for ahead of go-live. The checklist may help to identify gaps and project deficiencies to be addressed before go-live. The use of the checklist should support the decision-making process, rather than form the basis of a go/no-go decision. The ultimate go/no-go decision-makers should also incorporate other evidence of readiness, such as external pressures, urgency to proceed, appetite for risk, consequences of delays, etc.

The Go/No-Go Checklist should be developed in the early stages of the Project Planning and Initiation stage and be updated throughout the life cycle of design and development to help ensure all go/no-go criteria are documented. Though the system takeover will not be going through a CMS certification, the vendor may want to consult the CMS SMC Intake Form and other relevant CMS guidance as it develops the criteria for the checklist. The Go/No-Go Checklist should be completed directly before the ultimate go-live.

## D30: HIPAA Statement

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

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

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

## D31: Independent, Third-Party Security, and Privacy Controls Assessment Report

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

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

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

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

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

### D32: User, System, and Product Documentation

User, System, and Product Documentation will include all applicable documents developed during the duration of the contract. User, System, and Product Documentation consists of all documentation necessary to support users in executing system-related business processes, including:

- Interface Control Documents
- Supporting requirements specification document (RSD), DSD, and business process model (BPM) materials
- Operations and reference manuals
- Standard Operating Procedures (SOPs) and desk-level procedures
- User guides stating how the vendor will receive and answer questions from users and members once the system is operational
- List of all error codes and explanations by component
- Job aids

### D33: System Performance Report

The System Performance Report will provide metrics and other system-related information on a weekly basis. The purpose of the System Performance Report is for the vendor and PRMP to be aware of system performance and to address deficiencies. Additionally, the System Performance Report will be used to report on the applicable metrics and outcomes from the OTM. Maintaining compliance with CMS-required outcomes and metrics is a critical project task, and the System Performance Report is intended to provide visibility into compliance with these metrics and outcomes.

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

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

## Appendix 2: SLAs and Performance Standards

Each SLA contained herein establishes the performance standards and required reporting expected by the Commonwealth in a particular area and implications of meeting versus failing to meet the SLAs, as applicable. The vendor should consistently meet or exceed performance standards classified as SLAs between the vendor and the Commonwealth. The Commonwealth reserves the right to seek any other remedies under the contract.

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.

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 and Deliverables Dictionary**. Each invoice should detail the total invoice amount, the amount deducted due to the associated contract remedy, and the final invoice amount less the contract remedy. The PRMP reserves the right to seek any other remedies under the contract.

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

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

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 8: Acronyms, Abbreviations, and Terms Glossary**.

**Table 19: Terms and Definitions for SLAs**

Term	Definition
Downtime	The time during which any E&E service is not functioning or available for any reason. There are two types of downtime defined: scheduled downtime and unscheduled downtime (see below).
Scheduled Downtime	Any period an E&E service is unavailable for its intended use. The Commonwealth will review and approve scheduled downtime in advance of the service interruption. Scheduled downtime that has received approval from the Commonwealth does not count toward downtime performance standards.
Unscheduled Downtime	Any period an E&E service is unavailable for its intended use wherein the Commonwealth has not approved the downtime in advance of the service interruption. The vendor should report unscheduled downtime to the Commonwealth within one hour of occurrence.
Refresh and Maintenance Window	The refresh and maintenance window is defined as the hours the E&E system is available to the vendor for updates. The goal of the refresh and maintenance window is to minimize impacts to users.
Data Refresh	The time reserved for all activities associated with refreshing the data.
System Maintenance	The time available to the vendor to perform system maintenance.
Incident	A service or function that was previously working but is now broken or displaying some error.
Normal Business Hours	Normal business hours are considered Monday through Friday 6:00 a.m. to 7:00 p.m. AST. Normal business hours do not include Commonwealth and federal holidays.

## CAP

When an SLA is not met, or when project issues persist without satisfactory resolution, 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. CAPs will be requested by PRMP at any point throughout the project and will be requested should vendor and/or project performance necessitate PRMP doing so. The CAP will include, at a minimum:

- Deficient SLA(s)
- A full description of the issue
- A root-cause analysis (RCA)

- Impact of the issue and related risk
- A full description of the issue
- The resolution, including any failed solutions implemented before the resolution
- Outcomes and metrics to be used to monitor successful remedy of root cause and contributing issues
- The proposed corrective action to avoid missing the SLA in the future

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

Table 20 contains the SLAs found in this appendix.

**Table 20: SLAs At-a-Glance**

ID	SLA Name	Transition in and Takeover	Operations and Modernization	Turnover and Contract Closeout
SLA-001	Change Request Tracking and Responses	X	X	X
SLA-002	CMS Certification	X	X	X
SLA-003	Deliverable Service Level	X	X	X
SLA-004	Disaster Recovery	X	X	X
SLA-005	Service Enhancements		X	X
SLA-006	System Turnover			X
SLA-007	Latency		X	X
SLA-008	Meeting Agendas	X	X	X
SLA-009	Meeting Minutes	X	X	X
SLA-010	Notice of Scheduled Downtime		X	X
SLA-011	Operations Incidents		X	X
SLA-012	PRMP Queries and Requests	X	X	X
SLA-013	Schedule Maintenance	X	X	X
SLA-014	Security and Privacy Incident Notification	X	X	X
SLA-015	Security Breach	X	X	X
SLA-016	System Availability		X	X



ID	SLA Name	Transition in and Takeover	Operations and Modernization	Turnover and Contract Closeout
SLA-017	Staffing	X	X	X
SLA-018	Test Results Quality Rate	X	X	X
SLA-019	M&O Defect Aging		X	X
SLA-020	Critical Change Request Deployment Schedule	X	X	X
SLA-021	Software Test Quality	X	X	X

**Table 21: SLAs, Performance Standards, and Contract Remedies**

ID	SLA Subject Area	Performance Standard	Contract Remedies
SLA-001	Change Request Tracking and Responses	<ol style="list-style-type: none"> <li>1. Tracking: The vendor must provide a tool and/or an online database or shared spreadsheet 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 the next business day of receipt of a Change Request, creation of a Change Order, or change in status of an existing Change Request or Change Order.</li> <li>2. Responses: 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 PRMP Change Request.</li> </ol>	<ol style="list-style-type: none"> <li>1. Tracking: The PRMP may 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 data a Change Request or Change Order is late in being updated in the database.</li> <li>2. Responses: The PRMP may 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.</li> </ol>
SLA-002	CMS Certification	<ol style="list-style-type: none"> <li>1. The vendor must provide all required documentation and evidence necessary to support the CMS Certification process.</li> <li>2. The vendor must maintain the system to the standards required by CMS and ensure that CMS certification is</li> </ol>	<ol style="list-style-type: none"> <li>1. If the PRMP does not receive all required documentation and evidence necessary to support the CMS Certification by the associated due date, the PRMP may assess up to \$1,000 per business day for each day documentation and</li> </ol>

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<p>maintained throughout the period operations of the system by the vendor.</p>	<p>information is received late.</p> <ol style="list-style-type: none"> <li>2. The PRMP may assess up to 25% of the monthly operating fee for each month, or portion thereof, during which enhanced Federal Financial Participation (FFP) is withheld because of failure by the vendor to maintain the system as required.</li> </ol>
SLA-003	Deliverable Service Level	<p>The Commonwealth and the vendor will agree to a Project Schedule at the commencement of the contract, and the vendor will maintain the Project Schedule as agreed to throughout the duration of the contract. The parties may agree to re-baseline the Project Schedule throughout the duration of the contract. The vendor should provide deliverables to the Commonwealth in keeping with agreed levels of completeness, content quality, and content topic coverage, and otherwise achieve the agreed purpose of the deliverable between the Commonwealth and the vendor in accordance with the contract. The vendor should complete all deliverables within their corresponding delivery dates identified in Section 7 Appendices – Appendix 1, Deliverables Dictionary and the Project Schedule. This service level will commence upon initiation of the contract and will prevail throughout the contract.</p>	<p>Phase I: The PRMP may assess up to \$2,000 per business day from the agreed-upon deliverable submission date, per deliverable, until the vendor submits the completed deliverables, as specified in the Deliverables Dictionary.</p> <p>Phase II and III: The PRMP may deduct a fee of 5% – 10% of each deliverable payment for SLA deficiencies as follows:</p> <ol style="list-style-type: none"> <li>1. 5% of payment for each deliverable = Total Fee at Risk per deliverable payment. <ol style="list-style-type: none"> <li>a. The PRMP expects compliance with each delivery date to be no more than the seven calendar days following the due date of the deliverable.</li> </ol> </li> <li>2. 10% of payment for each deliverable = Total Fee at Risk per deliverable payment. <ol style="list-style-type: none"> <li>a. The PRMP will assess this payment for any</li> </ol> </li> </ol>

ID	SLA Subject Area	Performance Standard	Contract Remedies
			<p>deliverable more than seven days late.</p> <p>The PRMP will not release deliverable payments until the deliverable is complete and approved using a signed deliverable acceptance form.</p>
SLA-004	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> <ol style="list-style-type: none"> <li>1. In case of a disaster that affects Eligibility and Enrollment System operations, the entire service will be restored within the PRMP's approved RTO limit.</li> <li>2. In case of a disaster, the recovery solution will comply with the PRMP's approved RPO limit.</li> </ol>	<p>The PRMP may assess up to the following for non-compliance with the disaster recovery performance standard:</p> <ol style="list-style-type: none"> <li>1. \$500 for every four (4) hours or part of four (4) hours over the PRMP-approved RTO.</li> <li>2. \$250 for every thirty (30) minutes or part of thirty (30) minutes over the PRMP-approved RPO.</li> </ol>
SLA-005	Service Enhancements	<p>The vendor must:</p> <ol style="list-style-type: none"> <li>1. Notify the Commonwealth of planned service enhancements including a summary of each enhancement with planned release.</li> <li>2. Notify the Commonwealth of service enhancement testing results in the test environment.</li> <li>3. Provide advanced (to be determined based on the level of impact to users) notice and release note</li> </ol>	<p>The PRMP may deduct up to 1% of the monthly operating fee if any of these performance standards are not met.</p>

ID	SLA Subject Area	Performance Standard	Contract Remedies
		documentation, user guides, and training materials to beneficiaries and the Commonwealth.	
SLA-006	System Turnover	<p>The vendor must provide to the PRMP or its designee, within seven (7) business days of notice of termination the following information:</p> <ul style="list-style-type: none"> <li>• All updated computer software programs, data and reference tables, scripts, and other documentation and records required by the PRMP or its designee to operate the system</li> <li>• Copies of all subcontracts and third-party contracts executed in connection with the services and solution</li> <li>• A list of services provided by subcontractors in connection with the performance of the service and solution, including the names and contact information for the subcontractors</li> <li>• Source code</li> <li>• Licenses</li> <li>• Other documentation as defined by the PRMP</li> </ul>	The PRMP shall assess up to \$3,500 for each business day beyond the seven (7) business days that all required materials are not delivered by the vendor.
SLA-007	Latency	The vendor shall ensure that the maximum amount of time between the initiation of a transaction and the confirmation receipt of the transaction will not exceed two seconds unless the response time exceeding two seconds is due to circumstances beyond the control of the vendor.	The PRMP may assess up to \$5,000 per month if the monthly average latency of transactions exceeds the performance standard.

ID	SLA Subject Area	Performance Standard	Contract Remedies
SLA-008	Meeting Agendas	The vendor must distribute meeting agendas and any documents to be addressed at the meeting at least one (1) business day before the meeting, unless waived by PRMP. The vendor must distribute meeting agendas and any documents during normal business hours the business day prior to the meeting.	The PRMP may assess up to \$200 per calendar day for each day an acceptable meeting agenda is not timely received.
SLA-009	Meeting Minutes	The vendor will publish meeting minutes for meetings it attends, no later than two (2) business days after the meeting, unless waived by PRMP. The vendor must distribute meeting agendas and any documents during normal business hours two business days after to the meeting.	The PRMP may assess up to \$200 per calendar day for each day an acceptable meeting minutes is not timely received.
SLA-010	Notice of Scheduled Downtime	The vendor must notify the PRMP staff via email of any planned system interruption, shutdown, or non-access to any files, at least three business days prior to the scheduled interruption and obtain written PRMP approval prior to implementing the shutdown.	The PRMP may assess up to \$1,000 per system interruption that the vendor does not notify PRMP of in advance.
SLA-011	Operations Incidents	<p>Operations Incident Management Service Level is defined as the approach, policies, and procedures used by the vendor to manage incidents within the E&amp;E system as they occur. The following definitions describe the levels of incidents included in the performance standards.</p> <p>Critical: System failure and no further processing is possible, confidentiality or privacy is</p>	<p>PRMP may deduct up to 2% of the monthly operating fee for failure to comply with the performance standard, as follows:</p> <ul style="list-style-type: none"> <li>• Any one of six not met 1%</li> <li>• Any two or more not met 2%</li> </ul>

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<p>breached, or healthcare data are lost.</p> <p>High: Unable to proceed with selected function or dependents, user-facing service is down for a subset of users, or core functionality is significantly impacted.</p> <p>Medium: Restricted function capability, a minor inconvenience to customers with an available work-around, or usable performance degradation; however, processing can continue.</p> <p>Low: Minor cosmetic change needed.</p> <ol style="list-style-type: none"> <li>1. 99% of incidents are solved within the established time frames.</li> <li>2. The Commonwealth is notified of 100% of incidents within the established time frames.</li> <li>3. Incidents identified as "critical" will be acknowledged within 15 minutes, with a response time of one hour, a resolution time within four hours, and status reported to the Commonwealth at a minimum of hourly.</li> <li>4. Incidents identified as "high" will be acknowledged within 15 minutes, with a response time of 90 minutes, a resolution time within 24 hours, and status reported to</li> </ol>	

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<p>the Commonwealth every two hours.</p> <p>5. Incidents identified as “medium” will be acknowledged within one hour, with a response time of one calendar day, a resolution time negotiated with the Commonwealth and development team within the development sprint planning process, and status reported to the Commonwealth monthly.</p> <p>6. Incidents identified as “low” will be acknowledged within one business day, with a response time of seven calendar days. A resolution time will be developed in coordination with the Commonwealth within the development sprint planning process, and status reported to the Commonwealth monthly.</p>	
SLA-012	PRMP Queries and Requests	<p>The vendor must triage all inquiries received from PRMP-approved email addresses. All emails received must be acknowledged within twenty-four (24) hours of receipt and resolved within three (3) business days unless otherwise approved by PRMP.</p> <p>The vendor must forward to the designated PRMP staff within one (1) calendar day those inquiries that are either:</p>	<p>The PRMP may assess up to \$100 per occurrence of an email not being acknowledged within twenty-four (24) hours (only business days are applicable).</p> <p>The PRMP may assess up to \$100 per occurrence of an email resolution not received within three (3) business days.</p> <p>The PRMP may assess up to \$100 per occurrence of any inquiry determined to be out of scope that was not properly</p>



ID	SLA Subject Area	Performance Standard	Contract Remedies
		<ol style="list-style-type: none"> <li>1. Determined to be outside the response scope for the vendor.</li> <li>2. Should be handled by PRMP staff.</li> </ol> <p><b>Compliance and Calculation:</b></p> <ul style="list-style-type: none"> <li>• Acknowledge all emails received within twenty-four (24) hours and resolve all emails within three (3) business days.</li> <li>• Forward to PRMP staff within one (1) calendar day emails that are determined to be outside of the vendor's response scope.</li> </ul>	<p>forwarded to the designated PRMP staff within one (1) calendar day.</p>
SLA-013	Schedule Maintenance	<p>The vendor must agree that failure by the vendor to perform in accordance with the details of this RFP and resulting contract results in a loss to PRMP. As such, if the vendor fails to provide the requested system and supporting services by the specified go-live date then PRMP may reduce the vendor's payment for Payment Milestone 2: System Setup, or Payment Milestone 3: System Deployment/Go-live, whichever is higher. The PRMP may decide to release the remaining portion of the milestone upon successful implementation of the system. PRMP understands that there are multiple factors which could contribute to impacts to the go-live schedule/date. For the purposes of this SLA, this performance standard is only applicable to schedule delays attributable to the vendor. In</p>	<p>The PRMP may deduct the following percentage of total payment to the vendor for either Payment Milestone 3 or 4 (whichever is higher):</p> <ul style="list-style-type: none"> <li>• Acceptance Date Extension #1: Up to 10% deduction</li> <li>• Acceptance Date Extension #2: Up to 20% deduction</li> <li>• Acceptance Date Extension #3: Up to 30% deduction</li> <li>• Acceptance Date Extension #4: Up to 40% deduction</li> <li>• Acceptance Date Extension #5 or greater: Up to 50% deduction</li> </ul>

ID	SLA Subject Area	Performance Standard	Contract Remedies
		summary, each time the system go-live is extended from the approved schedule because of actions by the vendor, the PRMP may reduce the amount paid to the vendor for Payment Milestone 4: System Deployment/Go-Live.	
SLA-014	Security and Privacy Incident Notification	<p>The vendor is responsible for actively monitoring the system to escalate, manage, and address security and privacy related incidents in a timely manner.</p> <ol style="list-style-type: none"> <li>1. Upon discovery, the vendor must report confirmed incidents to the PRMP.</li> <li>2. Information security officer, privacy officer or designee confirms, quantifies, and categorizes suspected incidents within three business days</li> <li>3. Contain incident as soon as possible</li> <li>4. Detailed incident report is submitted to the Commonwealth within one business day of confirming incident</li> <li>5. Develop incident communication plan</li> <li>6. Briefing with the Commonwealth within five (5) business days of incident confirmation</li> <li>7. Remediate the issue at hand and complete a full incident report</li> </ol>	The PRMP may assess up to \$10,000 for each day that a security breach attributed to the vendor goes unreported to PRMP after discovery of a security breach.
SLA-015	Security Breach	The vendor must establish and maintain systems, processes, and security features to protect confidential information from	The PRMP shall be compensated by the vendor for any fines and penalties imposed by regulatory entities for security and privacy incidents attributable

ID	SLA Subject Area	Performance Standard	Contract Remedies
		unauthorized access, according to the PRMP policies and procedures.	to the vendor. The PRMP may, at its discretion, withhold operating fee payments until fines and penalties are resolved.
SLA-016	System Availability	<ol style="list-style-type: none"> <li>1. Authorized user access to the system shall be available at least 99.5% of the time measured over the course of the monthly reporting period, and overall, 365 days per year, 24 hours per day, seven days per week, not including planned maintenance and/or outages.</li> <li>2. The production environment and network connectivity to the system shall be accessible 99.5% of the time except for scheduled downtime.</li> <li>3. Stage environment is allowed 10% downtime for maintenance and upgrades.</li> <li>4. The refresh and maintenance window will be on weekends and holidays to avoid heavy portal usage during the week.</li> <li>5. Production failover availability will be 24 hours per day, seven days per week and documented in technical specification how cloud-based services are configured and will be used for this requirement, including active restoration of data.</li> </ol>	<p>The PRMP may deduct up to 8% of the monthly operating fee for failure to achieve the system availability performance standards as follows:</p> <ol style="list-style-type: none"> <li>1. Any 1 of 5 are not met: 1%</li> <li>2. Any 2 of 5 are not met: 2%</li> <li>3. Any 3 of 5 are not met: 4%</li> <li>4. Any 4 of 5 are not met: 6%</li> <li>5. All 5 are not met: 8%</li> </ol>
SLA-017	Staffing	Phase I:	Phase I: The PRMP may deduct:

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<ol style="list-style-type: none"> <li>1. Key staff shall be fully in place before initiation of services as detailed in the Staffing Management Plan.</li> <li>2. The vendor should notify the Commonwealth of any known key staff vacancy within one business day, with every effort made to provide advanced notice of at least 15 days.</li> <li>3. Work to ensure a permanent replacement is working on the project within 30 business days of the date a key staff position becomes vacant. This period can be extended depending on the demonstrated level of effort to retain full-time replacement.</li> </ol> <p>Phases II and III:</p> <ol style="list-style-type: none"> <li>1. Key staff should be fully in place before initiation of services as detailed in the Staffing Management Plan.</li> <li>2. The vendor shall help ensure that key staff are available from 8:00 a.m. – 5:00 p.m. AST every business day of the contract term or as otherwise agreed upon by the Commonwealth and the vendor.</li> <li>3. The vendor shall maintain appropriate staffing levels coordinated with the</li> </ol>	<ol style="list-style-type: none"> <li>1. Up to \$200 per business day for each key staff who is not fully in place before initiation of services, as defined in the Staffing Management Plan.</li> <li>2. Up to \$3,000 per occurrence shall be assessed for each key staff person proposed who is changed without proper notice and approved by PRMP for reasons other than legally required leave of absence, sickness, death, or termination of employment.</li> <li>3. Up to \$200 per business day for each business day after the initial thirty (30) calendar days allowed in which an acceptable replacement for that key staff position is not provided.</li> </ol> <p>Phase II and III: The PRMP may deduct up to 5% of the monthly invoice of Maintenance and Operations for failure to meet the staff performance standard as follows:</p> <ol style="list-style-type: none"> <li>1. Any 1 of 6 are not met: 1%</li> <li>2. Any 2 of 6 are not met: 2%</li> <li>3. Any 3 of 6 are not met: 3%</li> <li>4. Any 4 of 6 are not met: 4%</li> <li>5. Any 5 or more are not met: 5%</li> </ol>

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<p>Commonwealth to ensure that contract activities are supported. Any variance to this level as articulated in the Staffing Plan will be communicated to the Commonwealth and a strategy to resolve the staffing issue will be provided.</p> <ol style="list-style-type: none"> <li>4. The vendor should notify the Commonwealth of any known key staff vacancy within one business day, with every effort made to provide advanced notice of at least 15 days.</li> <li>5. The vendor should provide a temporary replacement or strategy to resolve a staffing issue required to help ensure that contract activities are supported that is acceptable to the Commonwealth within five business days of the vacancy.</li> <li>6. Work to ensure a permanent replacement is working on the project within 30 business days of the date a key staff position becomes vacant. This period can be extended depending on the demonstrated level of effort to retain full-time replacement.</li> </ol>	
SLA-018	Test Results Timeliness and Quality Rate	Test Results Timeliness will be tied to testing milestones, as indicated in the project schedule and other project	<ol style="list-style-type: none"> <li>1. The PRMP may assess up to \$2,000 per business day that testing activities are delayed</li> </ol>

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<p>documentation. The vendor must perform testing according to the project schedule, as delays attributable to the vendor will trigger this SLA.</p> <p>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. The initial service level for this SLA will be zero critical, high, or medium defects, and an agreed upon remediation plan for low defects.</p>	<p>beyond the agreed upon project schedule and other project documentation.</p> <ol style="list-style-type: none"> <li>2. The PRMP may assess up to \$2,000 for each critical defect and \$1,500 for each high defect for failure to meet any agreed upon time frames due to unresolved critical or high defects.</li> <li>3. The PRMP may assess up to an additional \$500 for every seven (7) business days per defect, until a correction is implemented.</li> <li>4. The PRMP may assess up to \$750 per business day per low and/or medium defect if the agreed upon resolution time frames are not met, as defined in the PRMP's agreed upon remediation plan.</li> </ol>
SLA-019	M&O Defect Aging	<p>This SLA measures the ability to resolve and deploy timely fixes for the highest priority defects impacting members and/or caseworkers.</p> <p>No critical priority (priority set by PRMP) defects open more than 30 days; no high priority (priority set by PRMP) defects open more than 45 days.</p>	<p>For each critical priority M&amp;O defect open longer than 30 business days PRMP may deduct up to \$500 per business day until defect is resolved and/or closed. Each high priority M&amp;O defect open longer than 45 business days PRMP may deduct up to \$400 per business day until defect is resolved and/or closed.</p>
SLA-020	Critical Change Request Deployment Schedule	<p>All Critical CRs scheduled for deployment to production (and baselined in the Project Approved Schedule) are deployed to production on or before the Baseline Finish Date unless otherwise rescheduled.</p>	<p>High Priority CRs – PRMP may deduct up to \$400 per business day late until deployed; Critical Priority CRs – PRMP may deduct up to \$500 per business day late until deployed – to a maximum of</p>

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<p>All approved Critical CRs are prioritized and scheduled for deployment to production based on the PRMP priority level and a mutually agreed upon plan and schedule that will identify key dependencies and interim milestones that must be met in order for the vendor to achieve the planned deployment date.</p> <p>Critical CRs must be deployed to production as scheduled and will be measured by either being deployed to production as scheduled or not being deployed to production as scheduled.</p>	<p>50% of the total cost estimate for a given CR.</p>
SLA-021	Software Test Quality	<p>This SLA measures the ability to release software with a minimum of critical high, or medium defects during the M&amp;O Period. During the M&amp;O period, there will be periodic releases that will comprise bug fixes as well as possible enhancements. The goal is to release the software without critical, high or medium defects. For each release during the M&amp;O period, Release Notes will be provided to PRMP. The Release Notes will contain a list of issues that have been resolved, a list of enhancements with descriptions, and a list of known issues that have not been resolved. PRMP will decide if the release, including the known issues, should be moved to production by providing written approval of the Release Notes document.</p>	<p>For each Critical, High or Medium defect that exceeds 1, PRMP may deduct up to \$1,500 per defect.</p>

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<p>Not greater than 1 unresolved critical, high, or medium defect, excluding known issues in the M&amp;O release as measured by record issues with the release in M&amp;O JIRA, along with the severity of the issue. For each critical, high, or medium issue: determine if it is an issue in the release notes related to a resolved issue, enhancement or new issue not in the release notes. Count the number of new issues and subtotal by severity (i.e. critical, medium, or high) is not penalized when calculating Service Level Credits.</p>	



## 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 responsibilities presented are high-level and not to be interpreted as all inclusive. The vendor may propose and staff additional roles to complement the key roles identified below. The PRMP will consider alternative arrangements, if the time staff are present and devoted is sufficient to meet the responsibilities and performance expectations set forth in this RFP. In instances where the vendor proposes alternative staffing arrangements, please include a description detailing why as well as the approach toward helping to ensure the vendor will meet the responsibilities and performance expectations outlined in this RFP.

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

The vendor's staff will be expected to participate in project-related activities at various times throughout the contract phases. Table 22 below highlights minimum required allocations and on-site presence for key staff, by project phase. Cells marked "100%" indicate that key staff must be 100% allocated to the project. Cells marked "<100%" indicate that key staff may be less than 100% allocated to the project, but still must be available to PRMP to fulfill their obligations under this RFP and resulting contract. All key staff are expected to be available and on-site at least 25% of the time during the applicable project phases.

**Table 22: Vendor Key Staff Allocation by Project Phase**

Project Role	Transition in and Takeover	Operations and Modernization	Turnover and Contract Closeout
Account Manager	<100%		
Business Lead	100%		
Documentation Management Lead	100%	<100%	100%
Information Security Architect/Privacy Data Protection Officer	100%		
Operations Manager	<100%	100%	
Project Manager	100%	<100%	

Project Role	Transition in and Takeover	Operations and Modernization	Turnover and Contract Closeout
Quality Assurance Manager	<100%	100%	
Technical Lead	100%		
Testing Manager	100%		
Training Manager	100%		

**Table 23: Vendor Key Staff Roles and Responsibilities**

Vendor Role	Qualifications	Responsibilities
Account Manager	<ul style="list-style-type: none"> <li>• A minimum of eight (8) years of demonstrated experience in project management for a State Medicaid Agency with operations similar to the PRMP, a large healthcare provider management organization of a similar size, or an organization of comparable size implementing IT projects</li> <li>• A minimum of three (3) years of demonstrated experience in project management for implementation of information systems</li> <li>• A minimum of a bachelor's degree or a minimum of four (4) years related experience</li> <li>• Knowledge of Project Management standards and best practices including PMBOK®</li> </ul>	<p>The Account Manager is expected to be a key staff position throughout the entire contract term. This position is responsible for overall delivery of the project. This individual serves as a liaison with the PRMP during all phases of the contract. The Account Manager:</p> <ul style="list-style-type: none"> <li>• Attends in person, upon PRMP request, meetings and hearings of legislative committees and interested governmental bodies, agencies, and officers</li> <li>• Is responsible for establishing and maintaining a positive client relationship and provides timely and informed responses to implementation, operational, and administrative inquiries that arise</li> <li>• Delegates authority when not able to be available</li> <li>• Meets with the PRMP staff or such other person as designated by the PRMP on a regular basis to provide oral and written status reports and other information as required</li> </ul>

Vendor Role	Qualifications	Responsibilities
Business Lead	<ul style="list-style-type: none"> <li>• A minimum of three (3) years of demonstrated experience working within a State Medicaid Agency with operations of similar size to the PRMP or a large healthcare provider management organization</li> <li>• A minimum of three (3) years of demonstrated experience in implementation of information systems</li> <li>• A minimum of two (2) years of experience managing project controls including issues, risks, requirements, scope, schedules</li> <li>• A minimum of a bachelor's degree or a minimum of four (4) years related experience</li> <li>• A minimum of three (3) years of Medicaid E&amp;E experience applicable to the scope of this RFP</li> <li>• Knowledge of project management standards and best practices, including the PMBOK®</li> </ul>	<p>The Business Lead is expected to be a key staff position throughout the entire contract term. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Serves as a liaison among stakeholders to ensure adherence to the structure, policies, and operations of the PRMP</li> <li>• Ensures requirements are efficiently and effectively addressed by the system</li> <li>• Coordinates the day-to-day implementation activities and facilitates communication between the business analysts and development and QA teams</li> <li>• Manages business analyst resources, assigns tasks, oversees work products and their completion, monitors the schedule, and ensures resources are utilized efficiently and effectively</li> <li>• Provides expert guidance ensuring that policy and business rules defined by the PRMP are correctly implemented in the vendor's system</li> <li>• Serves as the senior business expert with a strong understanding of the vendor's business application</li> <li>• Ensures requirements and reporting needs, including those that exceed the standard reporting package, are addressed</li> <li>• Provides ad hoc reporting, as requested by the PRMP</li> <li>• Manages the processes and procedures associated with system change orders</li> <li>• Manages the OTM</li> </ul>
Documentation Management Lead	<ul style="list-style-type: none"> <li>• A minimum of five (5) years of experience with MES, or other large-scale IT implementations within the healthcare sector; extensive knowledge of the E&amp;E system vendor's overall processes</li> </ul>	<p>The Documentation Management Lead manages all tasks related to project documentation processes in accordance with the RFP requirements, the organizational policies, and objectives. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Develops standard documentation methods and tools to efficiently produce high-quality documents</li> </ul>

Vendor Role	Qualifications	Responsibilities
		<ul style="list-style-type: none"> <li>Plans and directs documentation reviews for timely delivery and approval of documents, publications, and online content</li> <li>Manages technical writers and documentation specialists assigned to the project</li> <li>May act as final approver or editor</li> </ul>
Information Security Architect Privacy Data Protection Officer	<ul style="list-style-type: none"> <li>Minimum of five (5) years IT security work experience including infrastructure/network and multi-platform environments with similar scope to the services that the PRMP has requested</li> <li>Experience should demonstrate familiarity with technical and risk assessment techniques, tools, and practices, and experience working with federal security and privacy requirements</li> <li>Certified Information Systems Security Professional (CISSP) or Certified Information Systems Auditor (CISA) Certification</li> </ul>	<p>The Information Security Architect/Privacy Data Protection Officer is responsible for ensuring that the architecture of the system supports the PRMP's security needs, and that security is a primary focus during system DDI. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> <li>Integrates with the rest of the vendor management team to ensure that any concerns or incidents related to security that emerge during implementation or operations are conveyed to the PRMP in a timely manner</li> <li>Takes the lead in developing systems to correct any identified issues</li> <li>Is the vendor single point of contact for supporting security audits</li> </ul>
Operations Manager	<ul style="list-style-type: none"> <li>A minimum of five (5) years of demonstrated experience in project management for a State Medicaid Agency with operations similar to the PRMP, a large healthcare provider management organization of a similar size, or an organization of comparable size implementing IT projects</li> <li>A minimum of three (3) years of demonstrated experience in project</li> </ul>	<p>The Operations Manager is expected to be a key staff position throughout Phases II and III of the contract. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> <li>Supports project activities to ensure a smooth transition from Phase I to Phases II – III of the contract</li> <li>Provides on-site management of the project and is the chief liaison for the PRMP for Phase II – III activities</li> <li>Manages and oversees the overall system operations</li> <li>Coordinates maintenance activities with the PRMP</li> </ul>

Vendor Role	Qualifications	Responsibilities
	<p>management for implementation of information systems</p> <ul style="list-style-type: none"> <li>• A minimum of a bachelor's degree or a minimum of four (4) years related experience</li> <li>• Certification in Project Management, preferably from the PMI®</li> <li>• Knowledge of Project Management standards and best practices, including the PMBOK®</li> </ul>	<ul style="list-style-type: none"> <li>• Ensures compliance with any PRMP audit requests and timely responses to audit inquiries</li> <li>• Ensures timely and effective execution of all Phase II – III activities and deliverables</li> <li>• Ensures adequate staffing on the project consistent with required tasks and project schedule</li> <li>• Oversees, supports, and monitors day-to-day activities involving the ongoing maintenance of the system</li> <li>• Ensures understanding and agreement between stakeholders and the vendor</li> <li>• Manages ongoing risks and issues of the project</li> <li>• Provides timely communication of project status and progress to key stakeholders and communication of project information to project team members</li> <li>• Schedules and reports on project activities, identifies resource requirements well in advance, coordinates the use of personnel resources, identifies issues, provides solutions to problems, and facilitates the implementation of the solution</li> <li>• Hosts on-site status meetings, milestone meetings, and interim meetings, on a recurring or ad hoc basis</li> <li>• Ensures compliance with the project governance structure</li> <li>• Coordinates project management activities with the PRMP</li> <li>• Manages system change control</li> <li>• Coordinates and oversees the timely, seamless, and successful transition out, turnover, and contract closeout portion of the contract</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>• A minimum of five (5) years of demonstrated experience in project management for a State Medicaid Agency with operations of a similar</li> </ul>	<p>The Project Manager is expected to be a key staff position throughout Phase I of the contract. Responsibilities include, but are not limited to:</p>

Vendor Role	Qualifications	Responsibilities
	<p>size to the PRMP or a large healthcare provider management organization of a similar size</p> <ul style="list-style-type: none"> <li>• A minimum of three (3) years of demonstrated experience in project management for implementation of information systems</li> <li>• A minimum of a bachelor's degree or a minimum of four (4) years related experience</li> <li>• A certification in project management, preferably from the PMI®</li> <li>• Knowledge of project management standards and best practices, including the PMBOK®</li> </ul>	<ul style="list-style-type: none"> <li>• Provides on-site management of the project and is the chief liaison for the PRMP for Phase I activities</li> <li>• Ensures compliance with any PRMP audit requests and timely responses to audit inquiries</li> <li>• Performs day-to-day planning, directing, managing, and overseeing Phase I</li> <li>• Ensures adequate staffing on the project consistent with required tasks and project schedule</li> <li>• Ensures timely and effective execution of all project tasks including by using project management processes, organizing the project, and managing the teamwork activities consistent with the approved project schedule</li> <li>• Oversees the development and implementation of the Project Management Plan and other applicable contract deliverables</li> <li>• Manages risks and issues</li> <li>• Provides timely communication of project status and progress to key stakeholders and communication of project information to project team members</li> <li>• Schedules and reports on project activities, identifies resource requirements well in advance, coordinates the use of personnel resources, identifies issues, provides solutions to problems, and facilitates the implementation of the solution</li> <li>• Hosts on-site status meetings, milestone meetings, and interim meetings, on a recurring or ad hoc basis</li> <li>• Ensures compliance with the project governance structure</li> <li>• Coordinates project management activities with the PRMP</li> <li>• Manages system change control</li> </ul>

Vendor Role	Qualifications	Responsibilities
Quality Assurance Manager	<ul style="list-style-type: none"> <li>• A minimum of five (5) years of demonstrated experience in developing and maintaining vigorous ongoing QC functions for system implementations or operations and business processes, preferably for a State Medicaid Agency with operations of a similar size to the PRMP, or an organization of comparable size implementing IT projects</li> <li>• A minimum of a bachelor's degree or a minimum of four (4) years related experience</li> <li>• Knowledge of applicable standards for health information systems</li> <li>• A minimum of four (4) years developing and maintaining QC functions that address quality checks throughout the life of a similar project</li> </ul>	<p>The Quality Assurance Manager performs oversight for all QA functions including deliverable review, accuracy of reports, system documentation, and the review of test results. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Develops, executes, and maintains the Quality Management Plan</li> <li>• Establishes and executes quality monitoring and review processes</li> <li>• Establishes and executes QC processes to observe and correct variances or abnormalities and ensure consistency in performance</li> <li>• Establishes and executes QC processes to verify work process modifications, training, communication, and implementation</li> <li>• Establishes and executes QC processes to verify data entry, system inputs and outputs, data integrity, and adequate internal controls</li> <li>• Serves as the main contact for any questions about quality</li> </ul>
Technical Lead	<ul style="list-style-type: none"> <li>• Minimum of five (5) years leading technical implementation for projects with a similar scope to the services that the PRMP has requested</li> <li>• A minimum of three (3) years of Medicaid IT experience</li> <li>• A minimum of a bachelor's degree or a minimum of four (4) years related experience</li> </ul>	<p>The Technical Lead is a professional experienced in infrastructure technology and E&amp;E systems. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Ensures hardware and software compatibility with state agency systems</li> <li>• Continues activity necessary to fulfill all requirements of the contract</li> <li>• Leads the development team in creating new projects and applying technical changes to the existing E&amp;E system for PRMP goals</li> </ul>
Testing Manager	<ul style="list-style-type: none"> <li>• A minimum of four (4) years of experience leading the systems testing of a large-scale insurance or health and human services system</li> </ul>	<p>The Testing Manager develops and executes all planning, management, coordination, communication, and oversight of all testing activities. Responsibilities include, but are not limited to:</p>

Vendor Role	Qualifications	Responsibilities
	<ul style="list-style-type: none"> <li>• Previous service as a testing manager on one (1) or more Medicaid system implementation projects</li> <li>• A minimum of three (3) years of Medicaid experience</li> <li>• A minimum of a bachelor's degree or a minimum of four (4) years related experience</li> </ul>	<ul style="list-style-type: none"> <li>• Performs planning for all testing, management of test resources and test environments, oversight of testing execution, assessment and reporting of progress and effectiveness of testing efforts, and development of automated testing</li> <li>• Develops a testing framework and develops and maintains a Master Test Plan</li> <li>• Ensures that system functionality and business operations meet certification criteria, including documentation of system artifacts necessary to support the certification process</li> <li>• Establishes and executes quality standards and control processes for testing</li> </ul>
Training Manager	<ul style="list-style-type: none"> <li>• Minimum of five (5) years leading training for projects with a similar scope to the services that the PRMP has requested</li> <li>• A minimum of three (3) years of Medicaid IT experience</li> <li>• A minimum of a bachelor's degree or a minimum of four (4) years related experience</li> </ul>	<p>The Training Manager is responsible for ensuring that the users of the E&amp;E system are well-trained and knowledgeable of systems functionality in alignment with the PRMP's policies and procedures. Additionally, the Training Manager is responsible for overseeing the training of staff to perform the necessary E&amp;E activities in relation to the E&amp;E system. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Develops and socializes training materials</li> <li>• Leads training sessions</li> <li>• Ensures all system users receive regular training to be up to date on system usage</li> <li>• Leads the development of additional training materials, as necessary</li> <li>• Is the vendor single point of contact for supporting user training</li> </ul>



## Appendix 4: Terms for Filing a Review 3 L.P.R.A Section 9659

Any of the vendors that submitted a responsive proposal to 2024-PRMP-MES-EE-001 will have the opportunity to challenge or appeal the award that results from the RFP and evaluation process.

To file an application for review according to 3 L.P.R.A Section 9659, the vendor must fill out and submit this form within 10 business days of the Notice of Award as established in **Section 1.3 RFP Timeline**. If the form is not received in the period established in **Section 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 2024-PRMP-MES-EE-001

Vendor's Legal Name

I \_\_\_\_\_ representing \_\_\_\_\_ company

hereby submit an application for review of 2024-PRMP-MES-EE-001 to \_\_\_\_\_ (awarded entity) due to the following reasons:

Please explain and detail the reasons below:

<Response>

Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix 5: Disclosure of Lobbying Activities

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.

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

**PROFESSIONAL SERVICES CONTRACT**

**2024-PRMP-MES-EE-001**

**APPEARING**

**FOR THE FIRST PARTY: 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 the Secretary of Administration of the Department of Health, **RUBÉN MARTORELL NATAL**, of legal age, married and resident of Luquillo, Puerto Rico who may appear in representation of the Secretary of Health and are duly authorized to sign this Agreement by delegation made on September 24, 2023 in accordance with Act No. 81 of March 14, 1912, henceforth referred to as the **FIRST PARTY**.

**FOR THE SECOND PARTY:** \_\_\_\_\_, a corporation created under the Laws of the Commonwealth of Puerto Rico, duly registered with the Department of State under number \_\_\_\_\_, represented by \_\_\_\_\_ in its capacity as \_\_\_\_\_, of legal age, \_\_\_\_\_ (marital status), and neighbor of \_\_\_\_\_, Puerto Rico, authorized to execute this contract, hereinafter referred to as the **SECOND PARTY**.

**WITNESSETH**

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

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

**WHEREAS:** *(Include agreement purposes.)* Accordingly, the PRMP published on January 9, 2024, a request for (proposal name), that was adjudicated on \_\_\_\_\_ to the **SECOND**

**PARTY.**

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

*CLAUSES AND CONDITIONS*

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

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

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

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

Full Name	Contact Information	Physical Location	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. **FOURTH: COMPENSATION:** The **FIRST PARTY** shall be obligated to pay the **SECOND PARTY** up to a maximum of \$\_\_\_\_\_, according to the terms and conditions of this agreement.

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

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

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

1. supplier's name and address,
2. Date and invoice number,
3. contract number,
4. dates or periods in which the service was rendered,
5. nature and description of the matter attended, or service rendered,
6. detail of hours spent in the provision of the services.

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

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

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

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

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

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

**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: \_\_\_\_\_ (PRIFAS), \_\_\_\_\_ (P. S.), and/or any other

available account figures up to a maximum of \_\_\_\_\_ during the term of this agreement.

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

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

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

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

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

**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**.

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

Upon termination of this agreement, the **SECOND PARTY** shall proceed to delete the data and information collected from the **FIRST PARTY** and its users using the method and instructions to be provided by the Office of Informatics and Technological Advances of the **FIRST PARTY**.

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

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

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

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

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.
2. The negligent performance by the **SECOND PARTY** of its responsibilities, or the abandonment of such responsibilities.
3. The non-compliance by the **SECOND PARTY** of the regulations and procedures established by the **FIRST PARTY**.
4. The conviction or the determination of probable cause for indictment against the **SECOND PARTY** for the commission of a crime or offense against the public treasury or government administration or that involves public funds or properties, be it at the federal or state levels.
5. If the **SECOND PARTY** incurs in acts in violation of public policy legislation, such as sexual harassment, Workplace Harassment (Law No. 90-2020), discrimination, and use and abuse of controlled substances.
6. If the **SECOND PARTY** is accused, administratively or criminally, or convicted, of the fraudulent acquisition of any required credentials, when applicable.
7. If the **SECOND PARTY** loses its required licenses or does not maintain its required licenses up to date, when it is required for the provision of contracted services.
8. Cancellation or modification of any required insurance policy of the **SECOND PARTY**.
9. The **FIRST PARTY** may terminate this Agreement immediately if, in its sole discretion, determines that the **SECOND PARTY** has incurred in a violation of the privacy, confidentiality and security agreements regarding the use and disclosure of protected health information of patients of the **FIRST PARTY**. The failure to notify to the **FIRST PARTY** of any violation in the management of the Protected Health Information (“PHI”) by the **SECOND PARTY**, its associates or subcontractors, shall be the cause for termination of this Agreement. The **FIRST PARTY** reserves the right to refer to the federal Department of Health and Human Services of any unsolved violations of **SECOND PARTY**.
10. The non-compliance with any clause of this Agreement shall be sufficient grounds for immediate termination of the Agreement.
11. The insufficiency of funds shall be just cause for the immediate termination of this agreement or modification of its **COMPENSATION CLAUSE**.
12. The Governor’s Chief of Staff will have the power to terminate this Agreement at any moment during its term.
13. 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).
14. The breach with the provisions of Executive Order OE2021-029 of April 27, 2021, or any subsequent amendment to it when applicable.

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



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

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

1. Stop work under the Contract on the date, and to the extent, specified in the notice.
2. Within seven (7) calendar days deliver copies of all subcontracts and all third-party contracts executed in connection with the performance of the Services.
3. Within seven (7) calendar days, provide the list of services provided by subcontractors in connection with the performance of the Service including the names of the subcontractors.
4. Place no further orders or subcontracts for Services, except as may be necessary for completion of such a portion of the work under the Contract that is not terminated as specified in writing by the **FIRST PARTY**.
5. Assign, to the extent applicable or as the **FIRST PARTY** may require, all subcontracts and all third-party contracts executed in connection with the performance of the Services to the **FIRST PARTY** and/or a successor provider. Should any subcontractor or third party require an assignment fee, the **FIRST PARTY** agrees to pay such fee to the subcontractor or third party.
6. Perform, as the **FIRST PARTY** may require, such knowledge transfer and other services as are required to allow the Services to continue without interruption or adverse effect and to facilitate orderly migration and transfer of the services to the successor.
7. Promptly supply all materials necessary for continued operation of the System, including:
  - a. Computer programs
  - b. Data files
  - c. User and operations manuals
  - d. System and program documentation
  - e. Training programs related to the operation and maintenance of the System [42 CFR 434.10 (b) & SMM 2082.2]
8. Take such action as may be necessary, or as the **FIRST PARTY** may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the **SECOND PARTY** and in which the **FIRST PARTY** has or may acquire an interest, and to transfer that property to the **FIRST PARTY** or a successor.
9. Cooperate with the successor **SECOND PARTY**, other contractors, and the **FIRST PARTY** in the planning and transfer of operations.

The **SECOND PARTY** acknowledges that, if it were to breach, or threaten to breach, its obligation to provide the **FIRST PARTY** with the foregoing assistance, the **FIRST PARTY** might be

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

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.

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 six (6) months prior to contract expiration, including but not limited to:

1. Transition Approach;
2. Staffing;
3. Tasks;
4. Schedule; and 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.

**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.

Transition Deliverables

1. Turnover and Closeout Management Plan.
2. Statement of Resources.
3. Module and System software, files, including but not limited to business design, technical design, testing and other operations documentation.
4. 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:

**15. MONETARY INTEREST:**

\_\_\_\_\_ The **SECOND PARTY** certifies that to the best of its knowledge, no official or employee of the **FIRST PARTY**, nor any member of their family unit has, directly or indirectly, a pecuniary interest in this contract.

\_\_\_\_\_ The **SECOND PARTY** certifies that to the best of its knowledge, no official or employee of the **DEPARTMENT OF HEALTH** has had during the preceding two (2) years before occupying his current position, any direct or indirect pecuniary interest in this contract.

\_\_\_\_\_ The **SECOND PARTY** certifies that to the best of its knowledge, there is no family relationship with any of its partners, officials or employees that has decision-making authority or influence or participation in the institutional decision-making process of the **FIRST PARTY**.

\_\_\_\_\_ The **SECOND PARTY** certifies that one or some of its officers, directors or employees have a family relation with an official or employee of the **FIRST PARTY** but the Government Ethics Office issued a waiver. The **SECOND PARTY** is hereby obligated to inform of any family relationship and name and place of work of said officer or employee, as expressly established in the certification. Copy of the certification and waiver are made part of this contract.

The **FIRST PARTY** certifies that, to the best of its knowledge, no employee or official of the **DEPARTMENT OF HEALTH** or any member of their family unit has, directly or indirectly, any pecuniary interest in this agreement and that no official or employee of the Executive Branch of the government of the Commonwealth of Puerto Rico has any interest in the earnings and benefits resulting from this contract.

**16. 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.

**17. FORMER GOVERNMENT EMPLOYEES:**

\_\_\_\_\_ The **SECOND PARTY** certifies that to the best of its knowledge none of its partners, officers and/or directors have been public servants.

\_\_\_\_\_ The **SECOND PARTY** certifies that to the best of its knowledge more than two (2) years have passed from the termination of the functions of some of its partner(s) and/or incorporators as a public servant and that he/she has not offered information, intervened, cooperated, assessed in any way or represented directly or indirectly any natural person, legal person or public entity before the agency he/she worked, according to the provisions of Section 4.6 of the Governmental Ethics Act, Act Number 1 of January 3rd, 2012.

\_\_\_\_\_ The **SECOND PARTY** certifies that not more than two (2) years have elapsed since the end of duties as public servant of one or more of its partners, officers or directors and/or one or more of its partners, officers or directors continue rendering services as a public servant. Notwithstanding these facts, services rendered were performed under the provisions of the Political Code of 1902, as amended, Article 177 (3 L.P.R.A. §551) which exempts doctors, dentists, pharmacists, dental assistants, nurses, trainees, x-ray technicians and laboratory personnel from this double compensation prohibition for those who have been public servants with any of Commonwealth of Puerto Rico's instrumentalities or its municipalities.

\_\_\_\_\_ The **SECOND PARTY** certifies that not more than two (2) years have passed from the termination of the functions of one or some of its officers, directors and/or partners as public servants, nevertheless *ad honorem* services were being rendered according to the provisions of Section 4 . 6 of the Government Ethics Office Organic Act.

\_\_\_\_\_ The **SECOND PARTY** certifies that one or some of its officers, director and/or partners have been public servants for the **FIRST PARTY**, and that not more than two (2) years have passed from the termination of their functions.

In the event of exceptional circumstances and at the sole discretion of the Office of Governmental Ethics, it may issue a waiver, if contracting the former public servant within the two (2) year period results in benefit for the \_\_\_\_\_ public service.

**18. CRIMES AGAINST THE PUBLIC TREASURY:** *The SECOND PARTY certifies that neither it or its shareholders, partners, officials, principal, employees, subsidiaries or its parent company has been convicted or found with probable cause for any crime against the public treasury, the public faith and duty, nor one that involves public property or funds, whether state or federal.*

The **SECOND PARTY** acknowledges its obligation to inform, on a continuous basis and while this contract is on effect, of any circumstance related with the status of an ongoing investigation based on a commission of a crime against the public treasury, the public faith and duty, against government execution or that involves public property or funds, whether state or federal.

The **SECOND PARTY** certifies that ten (10) years prior to the formalization of this contract, it has

not been involved in the commission of any crime against the public treasury, the public faith and duty, or one that involves public property or funds, whether state or federal.

**19. CONFIDENTIALITY.** The SECOND PARTY acknowledges and accepts that, as a product of the required services, it may acquire sensitive, protected, or proprietary information of the FIRST PARTY and/or its users, which is not known or accessible to third parties. It is considered confidential; (1) any information of any type and nature that the FIRST PARTY wishes to keep confidential, (2) protected health information, (3) written, audio or electronic communications, (4) information contained in any document or format prepared, created or disclosed by the FIRST PARTY, (5) any information obtained or created by the FIRST PARTY, (6) any information declared confidential by any state or federal law.

Unless disclosure is legally required, the SECOND PARTY agrees to maintain absolute confidentiality of all information it acquires during the term of this agreement and so long as such information remains confidential.

The SECOND PARTY agrees that, with respect to the information obtained, it will not copy, use, make public, disclose or otherwise communicate it directly or indirectly, to any other person, outside the course of the duties assigned to it, either during the course of the performance of services or at any time thereafter, unless an authorized representative of the FIRST PARTY so provides by written permission. If applicable, the SECOND PARTY acknowledges and agrees that such duty of confidentiality and secrecy shall be extended to its employees, representatives, contractors, consultants, as well as to any person who, for strict reasons, must have access to such information.

The SECOND PARTY expressly agrees that the confidential information may not be used by the SECOND PARTY for purposes unrelated to the FIRST PARTY, nor for purposes other than the services that the SECOND PARTY will provide to the FIRST PARTY, nor to obtain directly or indirectly any advantage or economic benefit for itself, any member of its family unit or for any other person, business or entity.

The SECOND PARTY shall adopt, with respect to such confidential information, the same security measures that it would normally adopt with respect to its confidential information, avoiding to the extent possible its loss, theft, subtraction, disclosure and/or use. Upon termination of this Agreement, the SECOND PARTY agrees that it will return to the FIRST PARTY all confidential information it has obtained as part of the performance of this Agreement.

The SECOND PARTY shall be liable in case it discloses, divulges, distributes, reproduces or uses the confidential, protected and/or proprietary information or documentation of the FIRST PARTY, in violation of this Clause, whether willfully or by mere negligence, the SECOND PARTY shall be liable for the damages caused. The SECOND PARTY understands that the violation of its duty of confidentiality may lead, among other legal mechanisms, to the termination of this Agreement.

**20. 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. Always maintain available for the FIRST PARTY or the Office of the Comptroller of Puerto Rico examination, all files, documents, books, and data pertaining to all matters covered by this contract.
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 report of the audit are issued.

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

**22. INSURANCE POLICIES:** *THE SECOND PARTY will maintain in force during the period of this Agreement the following insurance policies:*

- Commercial General Insurance with limits no less than \$1,000,000 with an aggregate of \$2,000,000.
- Commercial Auto Liability with limits no less than \$300,000 and the following forms: Non- Owned Autos, Hired Autos.
- Professional Liability Insurance with limits no less than \$1,000,000.
- Cyber Risk liability coverage with limits no less than \$3,000,000.

The policies must have the following endorsements:

- Naming the **DEPARTMENT OF HEALTH** of Puerto Rico, as an additional insured.
- Including the Hold Harmless Agreement.
- Policies cannot be 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.

All policies shall contain a provision to the effect that the same may not be cancelled or modified, unless thirty (30) days prior written notice is given to FIRST PARTY, Oficina de Seguros y Riesgos, Apartado 70184, San Juan, Puerto Rico, 00936-8184.

A copy of the policies shall become part of this contract and failure to comply with any of the provisions of this clause shall be sufficient cause for immediate termination of this contract.

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

**23. 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.

**24. INCOME TAX CERTIFICATION:**

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

OR

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

OR

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

AND

The **SECOND PARTY** shall submit, in original format, a Department of the Treasury's Income Tax Return Filing Certification, Form SC 6088, if pertinent, a Manual Correction to the Income Tax Return Filing Certification (Form SC 2888) and Tax Return Filing Certification (Form SC 6096), and the Center for Municipal Revenue Collection (CRIM) Certification of Property Tax Payment. In the event the **SECOND PARTY** does not own property, and does not pay property taxes, the **SECOND PARTY** shall submit a sworn statement, pursuant to the requirements of terms on Circular Letter 1300-16-16 of the Department of the Treasury, and a Debt Certification for all concepts that are part of this contract.

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

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

**25. CERTIFICATION OF SALES AND USE TAX (SUT):**

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

OR

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

OR

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

OR

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

AND

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

In fulfillment with Section VII, General Provisions, Item F of Circular Letter 1300-16-16 of January 19<sup>th</sup>, 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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”.

**31. 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

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.

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.

G. 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.

H. 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.*

**37. DRESS CODE.** *The SECOND PARTY will be performing services at the FIRST PARTY'S facilities and therefore must observe appropriate and professional attire. The FIRST PARTY has a Dress Code, approved on January 19, 2021, which may be used as a guide to comply with this requirement.*

**38. 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).*

**39. WHISTLEBLOWING POLICY:** *The statute [41 U.S.C. §4712] states that an employee of a contractor, subcontractor, grantee, or sub-grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.*

Whistleblowing is defined as making a disclosure that the employee reasonable believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A member of the Congress, or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;

- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, grantee, or sub-grantee who has the responsibility to investigate, discover, or address misconduct.

**40. 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.

**41. 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**.

**42. 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/](http://www.oversightboard.pr.gov/contract-review/)), related to contracts, inclusive of any amendments, modifications or extensions, with an aggregate expected value of \$10,000,000.00 or more, which must be submitted to the FOMB for review and approval prior to its execution, subject to the following requirement:*

The Parties acknowledge that the **SECOND PARTY** has submitted the certification entitled Contractor Certification Requirement required pursuant to the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico, signed under penalty of perjury by the Contractor's Executive Director or equivalent highest ranking official.

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

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

**43. 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**.

**44. 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.*

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

#### **ATTESTATION**

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

In San Juan, Puerto Rico, today \_\_\_\_\_, 202\_\_.

**SECOND PARTY**

**ss**

**FIRST PARTY**

**660-43-7470**

- CARLOS MELLADO LÓPEZ, MD**  
Secretary of Health
- FELIX RODRÍGUEZ SCHMIDT, MD**  
Undersecretary of Health
- RUBÉN MARTORELL NATAL**  
Secretary of Administration

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



## **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.

- Business Associate agrees to use appropriate safeguards and comply with applicable and mandatory requirements of the Security Rule set forth at 45 CFR 164.308, 164.310, 164.312, and 164.316 with respect to Electronic PHI to prevent the use or disclosure of Electronic PHI other than as provided for by this Agreement.
- Business Associate shall report to Covered Entity any Security Incident that results in the unauthorized disclosure of Electronic PHI of which Business Associate becomes aware with respect to Electronic PHI Business Associate creates, transmits, receives or maintains on behalf of Covered Entity. Business Associate shall report unsuccessful Security Incidents to Covered Entity upon request. Parties recognize, however, that a significant number of meaningless attempts to access, without authorization, use, disclose, modify or destroy PHI in Business Associate's systems will occur on an ongoing basis and could make a real-time reporting requirement formidable for Parties. Therefore,

Parties agree that the following are illustrative of unsuccessful Security Incidents that, if they do not result in a pattern of Security Incidents or the unauthorized access, use, disclosure, modification, or destruction of PHI or interference with an information system, do not need to be reported:

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

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

### **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 Health Information Technology for Economic and Clinical Health Act (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: Procurement Library

**Table 24: Procurement Library** details information and documentation pertinent to the procurement. Not all the information contained within **Table 24: Procurement Library** has a corresponding attachment. Vendors may leverage the RFP's question and answer period to request additional documentation. PRMP may update the procurement library at its sole discretion.

**Table 24: Procurement Library**

ID	Document/Information	Website (if applicable)
PL-001	PL-001-PREE_SI_I.5.j.ii_Completed Notices - Forms FDD v4.4	NA
PL-002	PL-002-PREE_SI_I.4.4.d.1 Hacienda Batch ICD v1.1	NA
PL-003	PL-003-PREE_SI_I.4.4.a.ii-4 Interfaces PRMMIS ICD_v2.4	NA
PL-004	PL-004-PREE_SI_I.4.4.a.ii - 6_RRV Interface H79 ICD_v1.6	NA
PL-005	PL-005-PREE_SI_I.4.2.n.ii_Completed Renewals FDD_v2.8	NA
PL-006	PL-006-PREE_SI_I.4.2.l.ii_I.4.2.p.ii_I.4.2.m.ii_Completed Citizen Portal FDD_v2.0_PRMO 1561	NA
PL-007	PL-007-PREE_SI_I.4.2.k.ii Completed Security and Organizational Structure FDD_v1.1-PRMO-2199	NA
PL-008	PL-008-PREE_SI_I.4.2.i.ii_Completed Enhanced Workload Management FDD_v1.4_PRMO 1614_PRMO 123	NA
PL-009	PL-009-PREE_SI_I.4.2.h.ii-2_Completed Enhanced Appeals FDD_v1.1	NA
PL-010	PL-010-PREE_SI_I.4.2.g.ii Completed Management Reports v1.1	NA
PL-011	PL-011-PREE_SI_I.4.2.e.ii_Completed Case Management FDD_v2.7_PRMO 1489	NA

ID	Document/Information	Website (if applicable)
PL-012	PL-012-PREE_SI_I.4.2.a.ii Completed Intake Application Processing FDD_v2.9	NA
PL-013	PL-013-PREE_SI_CR171_I.4.2.q.ii Completed Evidence and Verification FDD v3.1	NA
PL-014	PL-014-PREE_SI_CR 197 Interfaces ADFAN Batch ICD v0.9	NA
PL-015	PL-015-PREE_CR189_SI_I.4.2.m.ii Completed Online COC FDD	NA
PL-016	PL-016-Deliverable 217-ICD_Labor Batch v2.1	NA
PL-017	PL-017-Deliverable 214-ICD_Hacienda Real Time Participant Information v2.3	NA
PL-018	PL-018-Deliverable 213-HLD_Hacienda Batch v2.2	NA
PL-019	PL-019-Deliverable 209-ICD DEMREG Batch Participant Information v3.1	NA
PL-020	PL-020-Deliverable 207-ICD_ADSEF Batch Participant Information v3.1	NA
PL-021	PL-021-Deliverable 207-HLD_ADSEF Batch v3.1	NA
PL-022	PL-022-Deliverable 205-ICD_ASUME Batch Participant Information v3.1 (1)	NA
PL-023	PL-023-Deliverable 205-HLD_ASUME Batch Participant Information v3.1	NA
PL-024	PL-024-Deliverable 204 - PREE State Hub High Level Design Document.v4.1	NA
PL-025	ASES Interface Management SOP v1.5	N/A
PL-026	Code of Federal Regulations (CFR)	<a href="https://www.ecfr.gov/cgi-bin/ECFR?page=browse">https://www.ecfr.gov/cgi-bin/ECFR?page=browse</a>
PL-027	Conditions for Enhanced Funding	<a href="https://cmsgov.github.io/CM-CS-DSG-DSS-Certification-Staging/Conditions%20for%20Enhanced%20Funding/">https://cmsgov.github.io/CM-CS-DSG-DSS-Certification-Staging/Conditions%20for%20Enhanced%20Funding/</a>

ID	Document/Information	Website (if applicable)
PL-028	Federal Executive Order 11246	<a href="https://www.dol.gov/agencies/ofccp/executive-order-11246/ca-11246">https://www.dol.gov/agencies/ofccp/executive-order-11246/ca-11246</a>
PL-029	Federal Information Security Modernization Act (FISMA)	<a href="https://www.cisa.gov/federal-information-security-modernization-act">https://www.cisa.gov/federal-information-security-modernization-act</a>
PL-030	Federal Medical Assistance Percentages (FMAP)	<a href="https://aspe.hhs.gov/federal-medical-assistance-percentages-or-federal-financial-participation-state-assistance-expenditures">https://aspe.hhs.gov/federal-medical-assistance-percentages-or-federal-financial-participation-state-assistance-expenditures</a>
PL-031	Health and Human Services (HHS)	<a href="https://www.hhs.gov/regulations/index.html">https://www.hhs.gov/regulations/index.html</a>
PL-032	Health Insurance Portability and Accountability Act (HIPAA)	<a href="https://www.hhs.gov/hipaa/index.html">https://www.hhs.gov/hipaa/index.html</a>
PL-033	Streamlined Modular Certification, Medicaid	<a href="https://www.medicaid.gov/medicaid/data-systems/certification/streamlined-modular-certification/index.html">https://www.medicaid.gov/medicaid/data-systems/certification/streamlined-modular-certification/index.html</a>
PL-034	PgMO Plan Aids	N/A
PL-035	Privacy Act of 1974	<a href="https://www.justice.gov/opcl/privacy-act-1974">https://www.justice.gov/opcl/privacy-act-1974</a>
PL-036	Project Management Institute® (PMI®) – Project Management Body of Knowledge (PMBOK)	<a href="https://www.pmi.org/pmbok-guide-standards">https://www.pmi.org/pmbok-guide-standards</a>
PL-037	Puerto Rico 2021 MITA SS-A Roadmap	N/A
PL-038	Puerto Rico 2021 MITA SS-A Report	N/A
PL-039	Puerto Rico Health Insurance Administration Act	<a href="https://bvirtualogp.pr.gov/ogp/Bvirtual/leyesreferencia/PDF/2-ingles/72-1993.pdf">https://bvirtualogp.pr.gov/ogp/Bvirtual/leyesreferencia/PDF/2-ingles/72-1993.pdf</a>
PL-040	Social Security Act (SSA)	<a href="https://www.ssa.gov/OP_Home/ssact/ssact-toc.htm">https://www.ssa.gov/OP_Home/ssact/ssact-toc.htm</a>
PL-041	Puerto Rico State Plan	<a href="https://medicaid.salud.gov.pr/Home/StatePlan/">https://medicaid.salud.gov.pr/Home/StatePlan/</a>
PL-042	2022-2023 MITA IT Investment Strategy	N/A
PL-043	PL-043-Consolidated M3G Defects	N/A
PL-044	PL-044-FEB Monthly Error Report	N/A

ID	Document/Information	Website (if applicable)
PL-045	PL-045-PREE MasterTestStrategy_abbreviated_v7	N/A
PL-046	PL-046-MEDITI3G PROD Release 2.2.6.06 (2022-04-30).docx	N/A
PL-047	PL-047-MEDITI3G PROD Release 2.2.55 (2021-10-30).docx	N/A
PL-048	PL-048-MEDITI3G PROD Release 2.3.1.04 (2022-07-09).docx	N/A
PL-049	PL-049-MEDITI3G PROD Release 2.3.3.05 (2022-08-27).docx	N/A
PL-050	PL-050-MEDITI3G PROD Release 2.3.25 (2022-06-11).docx	N/A
PL-051	PL-051-MEDITI3G PROD Release 2.4.1.06 (2022-10-29).pdf	N/A
PL-052	PL-052-MEDITI3G PROD Release 2.4.1.11 B (2022-11-19).pdf	N/A
PL-053	PL-053-MEDITI3G PROD Release 2.4.23 (2022-10-01)_v2.pdf	N/A
PL-054	PL-054-MEDITI3G PROD Release 2.7 (2023-04-05).pdf	N/A
PL-055	PL-055-MEDITI3G PROD Release 2.8 (2023-04-22).pdf	N/A
PL-056	PL-056-MEDITI3G PROD Release 2.9 (2023-05-20).pdf	N/A
PL-057	PL-057-MEDITI3G PROD Release 2.10 (2023-06-17) Final Release Notes.pdf	N/A
PL-058	PL-058-MEDITI3G PROD Release 2.10B (2023-06-28).pdf	N/A
PL-059	PL-059-MEDITI3G PROD Release 2.11 (2023-07-22).pdf	N/A
PL-060	PL-060-MEDITI3G PROD Release 2.12 (2023-08-26).pdf	N/A
PL-061	PL-061-MEDITI3G PROD Release 2.12.B (2023-09-09).pdf	N/A
PL-062	PL-062-MEDITI3G PROD Release 2.13 (2023-10-07).pdf	N/A
PL-063	PL-063-MEDITI3G PROD Release 2.13B (2023-10-21).pdf	N/A
PL-064	PL-064-MEDITI3G PROD Release 2.14 (2023-11-22).pdf	N/A
PL-065	PL-065-MEDITI3G PROD Release 2.14B (2023-12-06).pdf	N/A
PL-066	PL-066-MEDITI3G PROD Release 2.15 (2023-12-23).pdf	N/A

ID	Document/Information	Website (if applicable)
PL-067	PL-067-MEDITI3G PROD Release 2.16 (2024-01-25) .pdf	N/A
PL-068	PL-068-MEDITI3G PROD Release 2.16.1 (2024-02-02) .pdf	N/A
PL-069	PL-069-Release Notes Production 10152022.pdf	N/A
PL-070	PL-070-MEDITI3G PROD Release 2.2.1.11 (2021-11-13).docx	N/A
PL-071	PL-071-MEDITI3G PROD Release 2.2.2 (2021-12-29).docx	N/A
PL-072	PL-072-MEDITI3G PROD Release 2.2.3 (2022-1-29).docx	N/A
PL-073	PL-073-MEDITI3G PROD Release 2.2.4.06 (2022-2-26).docx	N/A
PL-074	PL-074-MEDITI3G PROD Release 2.2.4.07 (2022-3-5).pdf	N/A
PL-075	PL-075-MEDITI3G PROD Release 2.2.5.08 (2022-04-09).pdf	N/A
PL-076	PL-076-MEDITI3G PROD Release 2.2.28 (2021-10-9).docx	N/A
PL-077	PL-077-MEDITI3G PROD Release 2.16.2 (2024-03-09).pdf	N/A
PL-078	PL-078-EE_SMC_Intake_Form.xlsx	N/A
PL-079	2024 TSPR 69	<a href="https://www.lexjuris.com/LexJuris/tspr2024/lexj2024069.htm#google_vignette">https://www.lexjuris.com/LexJuris/tspr2024/lexj2024069.htm#google_vignette</a>

## Appendix 8: Acronyms, Abbreviations, and Terms Glossary

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

**Table 25: Acronym, Abbreviations, and Terms Glossary**

Acronym	Term
API	Application Programming Interface
ASES	Administración de Seguros de Salud
Asset	Software, licenses, subscriptions, branding, hardware, furniture, lockboxes, etc.
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
DCP	Data Conversion Plan
DED	Deliverable Expectation Document
DHHS	Department of Health and Human Services
DRBCP	Disaster Recovery and Business Continuity Plan
DSD	Detailed System Design
DUNS	Data Universal Numbering System
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

Acronym	Term
FFATA	Federal Funding Accountability and Transparency Act
FOMB	Fiscal Oversight Management Board
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
HITECH	Health Information Technology for Economic and Clinical Health Act
IT	Information Technology
IdAM	Utilization of Identity Access Management
IVU	Collection of Sales and Use Tax
KPI	Key Performance Indicator
M&O	Maintenance and Operations
MCO	Managed Care Organization
MEDITI3G	Medicaid Information Technology Initiative, Third Generation
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
ORP	Operational Readiness Plan
ORT	Operational Readiness Testing
OTM	Outcomes Traceability Matrix
PBM	Pharmacy Benefit Manager
PEP	Provider Enrollment Portal
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



Acronym	Term
PRMES	Puerto Rico Medicaid Enterprise System
PRMMIS	Puerto Rico MMIS
PRMP	Puerto Rico Medicaid Program
PSM	Plan de Salud Menonita
QA	Quality Assurance
QC	Quality Control
RCA	Root-Cause Analysis
RFP	Request for Proposals
RPO	Recovery Point Objective
RTO	Recovery Time Objective
RUP	Registro Único de Proveedores de Servicios Profesionales
SAM	System for Award Management
SDLC	System Development Life Cycle
SLA	Service-Level Agreement
SMA	State Medicaid Agency
SOW	Scope of Work/Statement of Work
SRS	System Requirements Specification
SSA	Social Security Administration
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