

DEPARTAMENTO DE
SALUD



**Puerto Rico Medicaid Program
Request for Proposal**

Provider Services Support

2024-PRMP-MES-PS-007

October 18, 2024

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1. Executive Summary

1.1 Purpose of the Request for Proposals (RFP)

The Puerto Rico Department of Health (PRDoH) Puerto Rico Medicaid Program (PRMP) is issuing this Provider Services RFP to solicit vendor proposals to procure the professional services of a vendor to support PRMP’s Medicaid Enterprise System (MES) and supporting community. As a part of this work, stakeholder engagement will be required with Puerto Rico’s Managed Care Organizations (MCOs), providers, and the Administración de Seguros de Salud (ASES).

Through this RFP, PRMP seeks to procure a qualified vendor who provides services that meets 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.

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 details regarding this solicitation can be found in subsequent sections of this RFP. 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	10/18/2024
------------------------------	------------

Notice of Intent to Respond	10/22/2024
Vendor's Written Questions Submission Deadline	10/29/2024 (3:00 PM)
Question Responses Posted	11/6/2024
Proposal Submission Due Date	11/19/2024 (3:00 PM)
Technical Proposal Opening	11/20/2024
Oral Presentations	12/10/2024
Cost Proposal Opening	12/13/2024
Notice of Award	12/23/2024
Contract Signature and Distribution	2/1/2025

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 MES, both of which are multi-vendor, multi-agency environments. The Puerto Rico Health Insurance Administration (PRHIA) Act created the ASES, which has a memorandum of understanding (MOU) with the PRMP and is responsible for contracting with and monitoring services provided by the Medicaid MCOs and other carriers contracted with the Government Health Plan (GHP or Plan Vital).

The MES encompasses the Puerto Rico MMIS (PRMMIS), Provider Enrollment Portal, 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 MES.

Governance is the authority and accountability that defines and controls the outputs, outcomes, and benefits from programs and projects. The MES 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
Program Management Office (PgMO) Governance Layer	<ul style="list-style-type: none"> • Monitoring and mitigation of cross-project and high-priority risks and issues • Approval of high-impact scope changes • Daily program management operations • Low-impact schedule deviations with cross-project impacts • Prioritization and approval of new projects • Securing of resources including, but not limited to, funding and people for projects • Resolution of high-priority, program-level conflicts, risks, and issues • Formal acceptance of project completion • Program-level decisions and action items

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

Figure 1: The PRMP MES Governance Structure

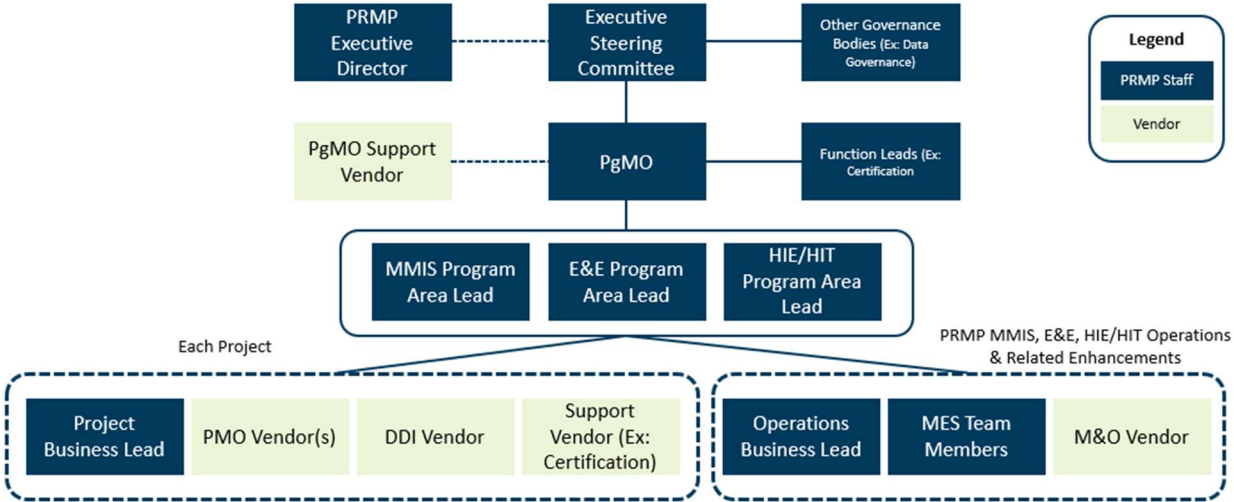


Figure 2: Distinctions Between PgMO and ePMO specifies additional definitions to further clarify the distinction between the PgMO and project management related roles and responsibilities.

Figure 2: Distinctions Between PgMO and PM Governance Layer

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

The terms PgMO and ePMO refer to governance layers within the MES governance structure and do not represent any single business entity or person. Multiple people and/or business entities may be fulfilling responsibilities in these governance layers at any given time. PRMP reserves the right to engage the person(s) and vendor(s) necessary to support the governance layers.

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.

Currently, Plan Vital provides services to approximately 1.6 million beneficiaries throughout the Commonwealth.

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. PRMP MCOs cover 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 Puerto Rico Medicaid Providers

A provider is a licensed healthcare facility, institution, program, or health professional that delivers healthcare services. Providers must be enrolled in Medicaid to participate and provide services to Puerto Rico Medicaid beneficiaries. As of September 2024, a total of 34,891 providers serve Puerto Rico Medicaid beneficiaries; 32,639 count as new enrollment and 2,252 are revalidations.

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

2.2 Current Vendor Provider Services and Context

For the purposes of this RFP, provider enrollment is the process of a provider applying to enroll in Medicaid to allow them to provide services to the Commonwealth's Medicaid beneficiaries. Under 42 CFR 455.410, Subpart E, Medicaid providers (i.e., billing, rendering, ordering, referring, prescribing operating, or attending providers providing services under the State plan or under a waiver of the plan) must be enrolled in the Medicaid program as participating providers. Provider enrollment includes provider screening. See Appendix 7: Procurement Library, PL-001 Provider Services Statistics Report for statistics regarding PRMP enrolled providers.

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

Provider Enrollment and Screening helps:

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

The Puerto Rico Medicaid Management Information System (PRMMIS) was initially transferred to PRDoH from Florida in March of 2018, through the successful Phase 1 Design, Development, and Implementation (DDI). The system was enhanced to address Provider Enrollment, Program Integrity Case Tracking, security, Health Information Portability and Accountability Act of 1996

(HIPAA) transactions, and reporting in Phase 2, with a final implementation date of May 21, 2020. A third phase of enhancements went live in May 2024, which addresses financial capabilities, member enrollment, additional CMS reporting, and additional HIPAA transactions.

In April 2020, the PRMP began enrolling and screening providers via its Provider Enrollment Portal. The incumbent vendor provides support to PRMP for provider enrollment related activities including:

- Outreach activities to notify providers of the requirement to enroll, revalidate, and keep their enrollment data up to date with the Puerto Rico Medicaid Program
- Provider training for providers to ensure they understand Medicaid requirements and how to use the Provider Enrollment Portal (PEP). Training is provided on an as-need basis with targeted training for areas and stakeholders require additional support.
- Updates to supporting materials such as internal procedures and detailed instructions for forms and checklists.

In 2022, PRMP elected to extend revalidation time frames from three years for all providers with an enrollment effective date prior to December 31, 2022, to four years for non-physicians and five years for physicians. As a result of this change, all active providers were required to acknowledge an updated version of the provider agreement outlining the new revalidation time frames. The requirement for all providers to acknowledge the updated agreement resulted in the need for additional support from the incumbent Provider Services vendor, Intervoice, in the form of provider outreach and tracking of acknowledged agreements. This effort was necessary to minimize the number of providers who fail to acknowledge the updated agreement and therefore need to be terminated.

On June 16, 2022, PRMP awarded the Contact Center Contract to Telecontacto Communications. Reference to the award letter and proposal can be found on **Appendix 7: Procurement Library**. Since contract execution the current vendor has worked closely with Telecontacto providing oversight and support, performing trainings and auditing calls for quality and customer service etiquette to ensure accurate information is being shared.

As of August 2024, over 26,000 providers have successfully extended the length of their agreements by acknowledging the updated version of the provider agreement. Additional support and work are underway to reach the approximately 700 remaining providers who have yet to acknowledge their updated agreement. Furthermore, providers scheduled to revalidate in 2024 with six or more service locations have the option to extend their agreement end dates an additional year to allow time for the design and implementation of “CR 23-989 PRMMIS Solution for Revalidation of Providers with Multiple Svc Locs.” This CR will remove the administrative burden for providers with multiple service locations, by allowing them the ability to consolidate their individual revalidation applications by service location, into one revalidation application. Providers who do not meet the grouping criteria outlined in CR 23-989 will revalidate their service locations individually in accordance with the original revalidation design.

Revalidation began with the first series of providers receiving 90 Day notifications in January 2024. All providers have a period of 90 days to complete the revalidation process and during that

time frame, will receive a series of three system generated notifications, reminding them of the requirement to revalidate before their agreement end date in the PRMMIS.

Revalidation projections will double in 2025, with over 12,000 providers coming due for revalidation, in comparison to the over 6,500 providers due for revalidation in 2024. As a result, the application workloads will significantly increase in 2025.

As of August 2024, there are approximately 23 findings, 26 defects, and 115 CRs being monitored and reviewed by the incumbent provider services and MMIS solution provider with new items added each week.

3. General Instructions

3.1 Scope

The PRMP seeks to engage a Provider Services vendor to fulfill responsibilities and scope detailed within **Section 4. Scope of Work (SOW)**. The SOW is comprised of three distinct areas: General Support, System, Processing, and Monitoring Support, and Advisory Services. The SOW is divided this way to allow PRMP to evaluate vendor proposals and award up to two contracts for either the full scope of work or portions of it. Vendors must respond to the General Support and Systems, Processing, and Monitoring (SPM) Support sections of the SOW and have the option of also responding to the Advisory Services section of the SOW. See **Section 4: Scope of Work**, **Section 5: Evaluation of Proposals**, and **Section 6: Award of Contract** for additional details.

3.2 Contract Duration

The PRMP targets a contract start date for the vendor(s) on February 1, 2025. 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(s). The contract is based on two years with two optional one-year extensions (potential for four years total). During the optional years, the PRMP may execute contracts for vendor(s) 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-PS-007

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 and the email address for all solicitation communications: Nereida Montes-Meléndez: medicaid.procurement@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 PRDoH 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.

In cases where requirements are SOW-area specific, including but not limited to the SOW, staffing, deliverables, SLAs, and the OTM, each applicable section should have instructions about how those categories are sorted for each SOW. If the vendor does not intend to respond to the Advisory Services portion of the SOW, as outlined in **Section 3.1**, then the vendor must follow the submission instructions of this RFP including marking non-applicable sections and/or subsections with "**Not applicable. Vendor decision to not respond to scope.**" If vendors decide to respond to the full SOW, including Advisory Services, then the vendor's proposal should clearly separate and articulate their experience, qualifications, and approach in applicable sections relevant to Advisory Services.

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

Proposal Section	Response Template/Contents
Cost Proposal	Attachment A: Cost Proposal
Contents:	<ul style="list-style-type: none"> • Microsoft Excel Workbook: Attachment A
Technical Proposal	Attachment B: Title Page, Vendor Information, Executive Summary, Subcontractor Letters, and Table of Contents
Contents:	<ul style="list-style-type: none"> • Title Page • Vendor Information • Executive Summary • Subcontractor Letters • Table of Contents • Disclosure of Response Contents
Technical Proposal	Attachment C: Vendor Qualifications and Experience
Contents:	<ul style="list-style-type: none"> • Organization Overview • Existing Business Relationships with Puerto Rico • Business Disputes • References
Technical Proposal	Attachment D: Vendor Organization and Staffing
Contents:	<ul style="list-style-type: none"> • Initial Staffing Plan • Use of PRMP Staff • Key Staff, Resumes, and References
Technical Proposal	Attachment E: Mandatory Specifications
Contents:	<ul style="list-style-type: none"> • Submission Requirements • Mandatory Requirements • Mandatory Qualifications
Technical Proposal	Attachment F: Outcomes Traceability Matrix
Contents:	<ul style="list-style-type: none"> • Outcomes Traceability Matrix Workbook
Technical Proposal	Attachment G: Response to Statement of Work
Contents:	<ul style="list-style-type: none"> • General Support <ul style="list-style-type: none"> ○ Onboarding ○ Project Management ○ Transition Support <ul style="list-style-type: none"> ▪ Documentation Updates and Asset Transfer ▪ Knowledge Transfer and Contract Closeout

Proposal Section	Response Template/Contents
	<ul style="list-style-type: none"> • System, Processing, and Monitoring (SPM) Support <ul style="list-style-type: none"> ○ Provider Enrollment ○ Screening and Site Visits ○ Provider Maintenance ○ Inquiry Tracking ○ MCO/MAO Support for Provider Issues ○ Automation and Process Improvement ○ System Oversight ○ Training and Provider Communications ○ Reporting ○ Quality and Compliance • Advisory Services (Optional) <ul style="list-style-type: none"> ○ Provide Subject Matter Expertise ○ System Oversight ○ Reporting ○ Quality and Compliance
Technical Proposal	Attachment H: Initial Project Schedule
Contents:	<ul style="list-style-type: none"> • Initial Project Schedule
Technical Proposal	Attachment I: Terms and Conditions Response
Contents:	<ul style="list-style-type: none"> • Title Page • RFP Terms and Conditions • Customary Terms and Conditions • Mandatory Requirements and Terms • Commercial Materials • Exceptions (if applicable)

3.11.4 Two-Part Submission

Vendors 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. References to Advisory Services must be carved out, within applicable sections, to allow PRMP to clearly identify and evaluate portions of vendors' proposals related to Advisory Services (if applicable).

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 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 subsections, 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 enterprise-wide goals and describe how their proposed approach facilitates achievement of these goals, specifically in their support of provider services and the scope highlighted in the sections below.

4.1.1 Timely and Accurate Data Processing

- Ensure provider services tasks are completed within required timelines and done accurately according to applicable processes, rules, and regulations
- Increase accuracy, quality, and transparency of provider data, within CMS and State Plan regulations and related security requirements

4.1.2 Alignment with Rules, Regulations, and Standards

- If applicable, utilize rules-based, modular, reusable, and configurable solution components
- Completing activities in alignment with timeliness and security requirements
- Comply with all Commonwealth and federal regulations, rules, and guidance

4.1.3 Improved Provider Experience

- Minimize disruption to stakeholders as transition activities are conducted
- Improve services to Medicaid providers through increased self-service capabilities, including, but not limited to:
 - Streamlined processes to eliminate duplicative steps for individuals to increase efficiency

- Limited touch process and automation
- Gather and integrate provider feedback to improve systems and processes
- Expand use of automation in business and system task activities through improved integration and automation across business operations

4.2 Provider Services 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 divided into three separate, but related, scopes of works (if applicable). There will be some degree of overlap across SOW areas, but each generally has its own area of focus:

1. General Support: Focused on overarching contract management activities including but not limited to onboarding, project management, contract oversight, and transition/closeout.
2. System, Processing, and Monitoring (SPM) Support: Focused on supporting provider enrollment and maintenance activities including processing applications/profiles and related support including training, reporting, and system support.
3. Advisory Services: Focused on providing subject matter expertise and support for Medicaid provider rules, regulations, and policies.

Vendors must respond to the General Support and SPM Support sections of the SOW and have the option of also responding to the Advisory Services section of the SOW. If a vendor is selected to support the full scope of work for this contract, certain responsibilities and deliverables may be consolidated and/or streamlined, at PRMP's discretion. PRMP may also elect to not utilize all the awarded vendor's proposed services. This will be discussed, if applicable, between PRMP and the selected vendor during contract negotiations and/or after contract execution.

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**. Refer to the OTM for directions on how to account for the applicable outcomes and metrics.

Vendors are required to provide contract support in both English and Spanish. Refer to **Attachment D** and **Appendix 1** for additional details about bilingual contract requirements.

The vendor is required to be available to perform this contract work Monday through Friday 8:00 a.m. AST to 5:00 p.m. AST, except for US-recognized national holidays and as directed by PRMP.

4.2.1 General Support

4.2.1.1 Onboarding

This section covers requirements related to the initial project startup (transitioning in) 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 MES vendors. Knowledge transfer and collaboration between the incumbent and incoming vendors will be critical to project success, will be prioritized upon execution of the contract, and will be reinforced until the incumbent has completed their obligations and turned over all responsibilities to the incoming vendor.

Applicable Deliverables:

- Kickoff Meeting Materials
- 30-60-09 Day Plan

4.2.1.2 Project Management

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

The vendor will coordinate with PRMP and applicable MES vendors including the PgMO support services vendor, to align on project responsibilities including establishing meetings and coordinating on applicable portions of the SOW. The awarded vendor will develop and maintain the project schedule and complete other project deliverables in coordination with the PRMP PgMO, and other applicable MES vendors to the extent necessary 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 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

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).

Applicable Deliverables:

- Project Schedule

- Transition and Operations Management Plan
- Outcomes Management Plan
- OTM
- Incident Management Plan

4.2.1.3 Transition Support

4.2.1.3.1 Documentation Updates and Asset Transfer

This section 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 Transition and Closeout Management Plan to help coordinate successful Transition within six months of the vendor's contract expiration, including, but not limited to:

- Providing updated project documentation to PRMP and/or its designee
- Transferring assets designed for and/or owned by PRMP
- Development and distribution of communications to support their transition in a manner that allows for PRMP's review and approval

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

4.2.1.3.2 Knowledge Transfer and Contract Closeout

This section 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 services with minimal to no disruption to operations prior to contract closeout by:

- Collaboratively participating in sessions with PRMP and/or its vendor(s) and providing insights regarding project and transition responsibilities
- Coordinating and refining Transition 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
- Developing and distributing communications to support knowledge transfer and contract closeout in close coordination with PRMP
- Completing other tasks as defined in the final contract and any applicable amendments to support the Transition and Closeout Management Plan

Applicable Deliverables:

- Transition and Closeout Management Plan

4.2.2 System, Processing, and Monitoring (SPM) Support

4.2.2.1 Provider Enrollment

This section covers requirements related to the provider enrollment process. The vendor is responsible for:

- Reviewing and processing provider enrollment and revalidation applications along with related documentation to meet PRMP and CMS requirements
- Ensuring adherence to federal regulations through provider screening results

Additionally, the vendor will screen and process all incoming applications to ensure all providers meet program requirements utilizing the approved PEP workflow and additional manual processes beyond the capability of the PEP tool. The application review process includes the review of the following screening service results for each enrolling provider, controlling interest, managing employee, and subcontractor reported on a provider's application:

- National Plan and Provider Enumeration System (NPPES)
- Medicare Participation Provider Enrollment, Chain and Ownership System (PECOS)
- Clinical Laboratory Improvement Amendments (CLIA)
- Drug Enforcement Administration (DEA) Licenses
- Medicaid/Medicare Terminations
- Office of Inspector General (OIG) / List of Excluded Individuals and Entities (LEIE)
- Social Security Administration (SSA)
- Puerto Rico Physician Licenses
- System of Award Management (SAM)

The vendor may be asked to support the review of additional screening service results.

The vendor will review all disclosures and attachments included as part of the provider's application. The vendor will also utilize manual processes to review applications, including CMS Data Exchange System (DEX) lookups to verify SAM exclusion results, additional address validations not able to be verified by the system, and non-profit status verifications via the Puerto Rico Registry of Corporations and Entities web site.

The vendor will conduct additional manual checks performed against PECOS to determine whether a provider's Medicare enrollment may be leveraged for purposes of waiving site visits, application fee payments, and background checks as this level of detail is not provided in the PECOS screening results returned to PEP.

4.2.2.2 Screenings and Site Visits

This section covers requirements related to the vendor's role with screening and provider site visits. The vendor will:

- Conduct all site visits for providers applying for their initial enrollment to ensure that providers meet enrollment requirements

- Conduct all site visits for moderate and high-risk providers
- Monitor the following weekly and monthly screening reports and takes the necessary steps to address any impacts of screening results to the provider file:
 - PRV-5660-M NPES Screening
 - PRV-5610-M SSN Screening (Death Master File)
 - PRV-5620-M SAM Screening
 - PRV-5630-M LEIE Screening
 - PRV-5640-M MCSIS Screening
 - PRV-5600- M DEA Screening
 - PRV-0019 – M CLIA Expiration Report
 - PRV-0046-W Surety Bond Expiration Report
 - PRV-0600-W Address Inconsistencies report
- Produce documentation that summarizes the outputs of their provider site visits and clarifies the steps to be taken to address needs and/or findings stemming from their visit. The selected vendor will be responsible for producing a monthly site visit summary, as part of the Monthly Status Report, that contains the information listed above and other output information determined by PRMP and the selected vendor. For more information, see **Appendix 1: Deliverable Review Process and Deliverables Dictionary**.

4.2.2.3 Provider Maintenance

This section covers requirements related to maintenance of providers applications and records. The vendor will:

- Process maintenance request forms from providers to update information in the PRMMIS, such as demographic information, taxonomy/specialty, group, associations, etc.
- Review and process provider terminations including voluntary terminations, as well as terminations referred from the Program Integrity Unit (PIU), to ensure that providers who should no longer be enrolled are not able to bill
- Conduct outreach to providers to obtain additional information on maintenance requests requiring additional information

When a provider submits a maintenance request via the Provider Secure Communications (PSC) website, a Call Center Management System (CCMS) record is automatically created with the attached CR form submitted by the provider. The vendor will review the requested changes to determine if the provider's information can be updated in the PRMMIS. If there are no issues discovered, the vendor will update the provider's information in the PRMMIS. Once the update is made in PRMMIS, the system generates a Provider Change Notification letter to the provider, informing them of the updates made to their record. If the requested change cannot be made in PRMMIS, the vendor will reach out to the provider to inform them of the proper steps to take. The vendor will then close the CCMS record.

PRMP has required the MCOs to enforce the provider claims edits in their internal system to align with the encounter billing requirements set forth by CMS, effective May 15, 2024. As a result,

providers have begun submitting maintenance requests at a higher volume than usual, generating an increased Contact Tracking Number (CTN) workload. Provider requests are usually submitted to correct their provider records or associate with their billing groups to ensure their claims pay correctly.

4.2.2.4 Inquiry Tracking

This section covers requirements related to the vendor's responsibility to track and manage provider inquiries. When a provider inquiry is received, the vendor will log the contact information into CCMS with the date, time, reason, provider contact information, and resource ID. The CCMS record will then be routed to a field representative who will then contact the provider. Once the field representative has contacted the provider and resolved the inquiry, the resolution and status will be added to the CCMS record with the level of detail necessary to support future understanding of the actions taken in support of the inquiry.

4.2.2.5 MCO/MAO Support for Provider Issues

This section covers requirements related to the vendor's support for managing MCO/MAO provider coordination. The vendor will:

- Coordinate research for MCO/MAO inquiries to ensure that carriers get answers to their questions so they can take appropriate action
- Review data from MCO/MAOs regarding enrollment status of contracted providers to ensure that remaining legacy providers who want to enroll are informed of the deadline

The PRMP Provider Services Unit works closely with the contracted MCOs to ensure compliance with contractual and regulatory requirements, as well as to ensure all technical interfaces are working as required. As changes are necessary, the vendor will work with PRMP and contracted vendors to design, implement, and test the changes.

PRMP is currently working with the incumbent vendor to transition responsibilities for MCO/MAO support from the incumbent vendor to PRMP. Proposing vendors should assume limited support will be needed in this area.

4.2.2.6 Automation and Process Improvement

This section covers requirements related to PRMP's desire for streamlined provider enrollment and maintenance processes.

PRMP is interested in vendor's abilities to streamline and/or automate the provider enrollment processing process to decrease the total time spent on this activity and enhance provider satisfaction. The vendor should propose solutions and/or approaches that support process improvement and automation. Vendors may propose approaches and/or solutions that meet PRMP's desired outcomes, including the use of artificial intelligence (AI).

If the vendor is proposing a technical system or other tool, the vendor must ensure that the system and/or tool can properly and securely integrate with the MES.

4.2.2.7 System Oversight

This section covers requirements related to the vendor's role overseeing and helping to manage the systems directly related to provider services. The vendor will:

- Document defects, provide recommendations, and help to track change requests for addressing system-related issues in support of processing and maintaining provider applications and profiles
- Collaborate with the PRMMIS vendor, the advisory services vendor (if applicable), PRMP, and other relevant stakeholders to help ensure the supporting systems and processes are designed and functioning as required

4.2.2.8 Training and Provider Communication

This section covers requirements related to provider outreach and related internal and external training. The vendor will:

- Develop and implement a training curriculum that addresses internal and external user training across the various provider-based systems used by PRMP and the provider community. Trainers are responsible for ensuring internal staff and PRMP receive comprehensive training on processing applications in PEP, updating provider information in the PRMMIS, and general provider management/customer service etiquette. Additionally, providers are trained on how to submit enrollment and revalidation applications via PEP, navigating the PSC tool, and how to access additional training material in the Learning Management System (LMS).
- Collaborate with Contact Center Vendor (Telecontacto).
- Conduct ad hoc training sessions that are developed and delivered to end users.
- Provide additional training as changes are implemented in these systems, ensuring that all users are up to date with the latest operational procedures and system functionalities.
- Provide refresher training for the Contact Center staff, internal staff, and providers as needs arise and provide additional training sessions based on PRMP's specific training processes:
 - **Internal Staff:** Initial training sessions focused on processing revalidation applications and responding to provider inquiries. Training focused on the process of comparing the data in the MMIS against the data in the PEP revalidation application and the associated standard operating procedures (SOP). These sessions cover the latest revalidation system functionality and procedural updates.
 - **Contact Center Agents:** Training focused on updated procedures and effective inquiry handling specific to the revalidation process. Contact Center agents trained on all revalidation notifications, accessing information via PSC, revalidation CTN categories, and how to check revalidation status of a provider in MMIS.
 - **Providers:** Revalidation webpage, pre-recorded sessions, updated FAQs, and interactive web-based training sessions.
- Provide targeted training and support for individual providers and/or group of providers, when extended support is requested, needed, and/or otherwise directed by PRMP
- Answer provider inquiries referred by PRMP and the Contact Center when additional support is needed to help ensure that providers get accurate and timely information

- Ensure HIPAA training is also part of the core training program for all vendor staff; vendor staff must receive annual training in HIPAA privacy and security requirements
- Conduct provider training on PEP, LMS, and PSC to ensure that providers are knowledgeable about the applications available to them
- Conduct internal training for new PRMP and Contact Center, including policies, procedures, PEP, PRMMIS, LMS, PSC, etc.
- Conduct one-on-one provider outreach to address specific issues with enrollments such as change of ownership or questions about enrollment
- Collaborate with PRMP to draft provider communications to ensure providers are well informed
- Create FAQs and answers to be posted to the Medicaid website to give providers access to information
- Create and maintain provider enrollment checklists to enable providers to have all pertinent requirements in order to apply for enrollment
- Develop training documentation to ensure providers understand the tools available
- Provide oversight and support, including monthly refresher training to Contact Center to ensure they have all necessary information
- Create and update provider enrollment support documents such as the provider type to taxonomy crosswalk and the provider enrollment checklists to ensure that MCOs and providers have the information they need

Applicable Deliverables:

- Training Plan
- Training Materials

4.2.2.9 Reporting

This section covers requirements related to mandatory reporting to capture the selected vendor's project activities and key provider statistics. The vendor will:

- Provide weekly statistics on provider enrollment related activities to ensure all stakeholders are informed. Ad-hoc status updates on specific provider applications may be requested by PRMP.
- Provide monthly status reporting capturing all contract activities within a month
- Facilitate biweekly meetings to discuss issues, risks, action items, and decisions related to provider enrollment and maintenance to ensure all stakeholders are informed and involved
- Collaborate with PRMP, the advisory services vendor (if applicable), ASES, and the MCOs to produce a quarterly PRMP Provider Services Newsletter

Applicable Deliverables:

- Monthly Status Report

- Weekly Provider Statistics Report
- Quarterly Provider Newsletter

4.2.2.10 Quality and Compliance

This section covers requirements related to the vendor's responsibilities to maintain quality and compliance within their project activities. The vendor will:

- Ensure accuracy of provider records by reviewing active provider data in the PRMMIS
- Review Death Master Screening Report and terminate deceased providers to ensure that services cannot be billed inappropriately
- Review List of Excluded Individuals/Entities (LEIE)/SAM reports to ensure that providers who are excluded from federal healthcare plans, sanctioned, disbarred, or excluded from doing business under federal contracts are no longer able to bill
- Review Medicaid and Children's Health Insurance Program State Information Sharing System (MCSIS) report to ensure that providers who are terminated for cause by Medicare or other state Medicaid programs are no longer able to bill
- Review Address Inconsistency Report and update provider file to ensure accurate address information is on file
- Review other reports such as surety bond expiration, DEA, CLIA, License expiration, and NPES to ensure that providers continue to meet program requirements and are terminated if they fail to comply
- Monitor 100% of provider applications handled by new vendor resources during the first week the new resource is reviewing applications
- Conduct weekly quality audits of all staff members and report results to PRMP via the Weekly Provider Statistics Report

Applicable Deliverables:

- Audit Report

4.2.3 Advisory Services

4.2.3.1 Provide Subject Matter Expertise

This section covers requirements related to the vendor's role supporting PRMP by providing subject matter expertise and related recommendations and training improvements on a range of provider enrollment and maintenance-related topics. The vendor will:

- Support PRMP's decision-making by offering informed insights including presentation and white papers outlining issues, regulations, and recommendations to meet federal requirements
- Develop and deliver various ad-hoc artifacts. These artifacts may include, but are not limited to SOPs, white papers, policy and research reviews, and other items as defined and agreed upon between PRMP and the vendor. Due to the sometimes-unpredictable nature of policy and regulatory changes, the vendor will need to be constantly monitoring for applicable updates necessitating a deliverable to PRMP. When such changes occur,

the vendor will at least include a summary in the monthly status report and then provide a separate complementary artifact with a greater level of detail, if necessary and beneficial to PRMP. Support for ad-hoc artifacts will be subject to approval by PRMP and will leverage the unassigned ad-hoc hours as described in **Attachment A**.

- Research and recommend system configurations to comply with local regulations and licensing requirements
- Draft and update SOPs for key provider service business processes
- Conduct regular outreach to providers, MCOs/MAOs, and other relevant stakeholders to gather and synthesize feedback to inform recommendations to PRMP and its vendors on improvements to provider related systems and processes

4.2.3.2 System Oversight

This section covers requirements related to the vendor's role with overseeing and helping to manage the systems directly related to provider services. The vendor will:

- Document, monitor, and review findings related to PEP, PRMMIS, and other related systems to address issues appropriately and consider downstream impacts
- Identify, monitor, and review system defects and fixes, ensuring appropriate resolution
- Ensure root causes of defects are identified and documented so that measures can be taken to prevent them in the future
- Write, monitor, and review CRs to ensure system functionality is implemented in accordance with PRMP needs
- Assist PRMP in prioritizing CRs and promptly addressing critical changes
- Analyze and recommend actions based on findings, defects, and CRs
- Educate PRMP and the provider community (as needed) on findings, defects, and changes for informed decision- making
- Monitor the impact of regulatory changes on procedures and system functionality, ensuring federal compliance
- Review test results for defect fixes and system changes to maintain system quality
- Review upcoming PEP changes, providing recommendations for optional enhancements to optimize functionality
- Collaborate with the PRMMIS vendor, the SPM vendor (if applicable), PRMP, and other relevant stakeholders to help ensure the supporting systems and processes are designed and functioning as required

4.2.3.3 Reporting

This section covers requirements related to the vendor's mandatory reporting requirements. The vendor will provide monthly project status reporting highlighting their monthly activities, risks, and planned activities.

Applicable Deliverables:

- Monthly Status Report

4.2.3.4 Quality and Compliance

This section covers requirements related to the vendor's responsibilities to maintain quality and compliance within their project activities. The vendor will:

- Collaborate with Contact Center Vendor, Telecontacto.
- Review processes against state plans, SOPs, and other relevant rules, regulations, and processes
- Audit Telecontacto Contact Center calls for quality and customer service etiquette to ensure accurate information is being provided.
- Recommend and help support the deployment and oversight of system changes, additional/refined training, and other areas of focus based on outreach and findings to ensure alignment on quality and compliance requirements

Applicable Deliverables:

- Audit Report

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 percentage 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 percentage 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 (1,200) points (if applicable). Table 4 below allocates points across the scoring areas and further across General Support + SPM Support and Advisory Services (if applicable). The technical evaluation will be based upon the point allocations designated below for a total of 950 of the 1,200 points. Cost represents 250 of the 1,200 total points.

Proposals which do not respond to the Advisory Services portion of the SOW will be scored according to the applicable categories and revised total points. Proposals will be evaluated and ranked by percentage of their total score versus the available 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 (General Support + SPM Support)
	50 Points Possible (Advisory Services, if applicable)
Global Criterion 2: Vendor Organization and Staffing	100 Points Possible (General Support + SPM Support)
	50 Points Possible (Advisory Services, if applicable)
Global Criterion 3: Approach to SOW and Outcomes <ul style="list-style-type: none"> • General Support • SPM Support • Advisory Services 	100 Points Possible (General Support)
	200 Points Possible (SPM Support)
	200 Points Possible (Advisory Services, if applicable)
Global Criterion 4: Initial Project Schedule	50 Points Possible (General Support + SPM Support)
	25 Points (Advisory Services, if applicable)
Global Criterion 5: Cost Proposal	200 Points Possible (General Support + SPM Support)
	50 Points (Advisory Services, if applicable)
Global Criterion 6: Oral Presentations	50 Points Possible (General Support + SPM Support)
	25 Points (Advisory Services, if applicable)
Total Points Possible	800 Points (General Support + SPM Support) 400 Points (Advisory Services, if applicable) 1,200 Points (Full scope)

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 Timelines** 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(s) 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.

As introduced in **Section 3.1 Scope**, PRMP reserves the right to award a contract or multiple contracts to a vendor or multiple vendors covering either the full SOW or specific portions of the SOW.

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 reserves the right to award one or multiple contracts to one or multiple vendors.

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.

PRMP reserves the right to remove non-applicable scope from the contract if the incumbent vendor wins any portion of this work. Revised scope will be at the sole discretion of PRMP and will be authorized only through PRMP's explicit written permission.

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(s), 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(s).

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

After identification of the selected vendor(s), the PRMP will issue a Notice of Award, identifying the apparent best-ranked response(s) 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(s) or any other vendor.

The selected vendor(s) 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(s) must sign the contract by the contract signature deadline detailed in **Section 1.3: RFP Timeline**. If the selected vendor(s) fails to provide the signed contract by this deadline, the PRMP may determine that the selected vendor(s) 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 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 **Appendix 4: Terms for Filing a Review 3 L.P.R.A § 9672**.

6.4 Contract Approval and Contract Payments

After contract award, the selected vendor(s) that is/are awarded the contract(s) 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. Portions of the SOW(s) require the vendor's onsite presence and support including, but not limited to, field representatives conducting site visits. Refer to **Attachment A: Cost Proposal** for more details.

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 vendor 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. PRMP will provide conference rooms within the PRMP office space, when necessary to support meetings between PRMP, the vendor, and other applicable stakeholders.

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 Provider Services Support 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 vendor will submit one monthly invoice which identifies separately time and materials and deliverable(s) costs for the reporting month. The vendor's monthly invoice should include costs associated with any final deliverable submitted to PRMP. Deliverable costs will be fixed costs based on agreed upon terms between the selected vendor and PRMP, as part of the cost proposal review and contract negotiations. The monthly invoice should also include costs associated with applicable time and materials support. All worked invoiced for time and materials must be separate from work invoiced for in support of deliverables. Further, the vendor should indicate whether any unassigned ad-hoc hours were approved and used during the reporting month and indicate the remaining amount of available unassigned ad-hoc hours.

1. Any work associated with the original SOW(s), for non-deliverables work, will be billed using the regular time and materials hours and will not leverage the unassigned ad-hoc hours.
2. The vendor will perform additional ad-hoc assignments/projects upon written approval from PRMP. The vendor's approach to managing change to the vendor's scope should be documented in their PRMP-approved Change Management Plan and adhered to for the entirety of the contract. PRMP reserves the right to add, modify, or cease activities approved via the change management process, and any work approved via this process should adhere to the terms and conditions detailed herein this solicitation. Ad-hoc hours will exclusively be used for tasks or projects that are not included in the original SOW(s) but related to the overall scope and intent of this solicitation.

- 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 Unassigned Ad-Hoc Hours Pool. The budgeted unassigned ad-hoc hours pool will automatically calculate based on the vendor’s provided labor rates.
- b. PRMP has included a budget of 5,000 hours per year for unassigned ad-hoc hours that will be used as part of the scoring and evaluation process. If the vendor only responds to a portion of the SOW (not including Advisory Services), the 5,000 hours will be divided across the General Support + SPM Support and Advisory Services buckets (if applicable). 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.

The evaluation committee will evaluate cost proposal scores based on the total price for the full contract term (4 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	_____

State of Incorporation

By signature hereon, the vendor certifies that:

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

- **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.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

Attachment C: Vendor Qualifications and Experience

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

Organization Overview

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

1.1 Organization Overview

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

Table 7: Vendor Overview

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

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

1.2 Subcontractor Overview (If Applicable)

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

Table 8: Subcontractor Overview

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

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

Existing Business Relationships with Puerto Rico

Describe any existing or recent (within the last five years) business relationships the vendor or any of its affiliates or proposed subcontractors have with the PRMP, 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 those services detailed within the RFP.

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 and projects.

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

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

Table 9: Vendor References

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

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

Subcontractor References (If Applicable)

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

Table 10: Subcontractor References

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

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

Attachment D: Vendor Organization and Staffing

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

Instructions: Staffing strategies are to be employed by the vendor to help ensure all specifications, outcomes, and service levels are met to the satisfaction of 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. If the vendor is responding to the full SOW, including Advisory Services, the vendor may add up to 5 additional pages (not to exceed 25 total pages).

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 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.
 - Certain parts of the SOW require Spanish speaking and/or writing. The vendor's staffing plan should address this need, particularly for roles that will interact with external stakeholders (Ex: Field representatives with providers). The Initial Staffing Plan should indicate which staff are fluently bilingual in English and Spanish.
- Organization charts showing both the vendor staff and their relationship to the PRMP staff. The organization chart should denote all key staff and non-key positions with a summary of each key staff member'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. PRMP has limited staff available to support this initiative and is reliant on the vendor's support. PRMP will not reject proposals based on their proposal use of PRMP staff but will evaluate and score the vendor's response accordingly. Vendors should specify all assumptions and other necessary details in their response.

<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 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 team for this engagement. These resources are responsible for providing leadership and creating the standards and processes required for the provider services support. Resumes for key staff named in the vendor's proposal should indicate the staff's role and demonstrate how each staff member's experience and qualifications will contribute to this 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 as follows. The applicable SOW grouping(s) are specified in parentheses:

- General Support
 - Account Manager
 - Program Manager
- SPM
 - SPM Lead
 - Field Representative & Contact Center Oversight Lead
 - Provider Enrollment and Maintenance Lead
 - SPM Quality Assurance (QA) Lead
 - SPM Training and Outreach Lead
 - SPM System Oversight Lead
- Advisory Services (Optional)
 - Advisory Services Lead

- Regulatory Compliance and Policy Lead
- Advisory Services Training and Outreach Lead
- Advisory Services Systems Oversight Lead
- Advisory Services QA Lead

Proposals which do not respond to the full SOW (do not include Advisory Services) only need to identify key staff and provided resumes for the applicable SOW

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

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 include and initial these mandatory requirements as part of its proposal.

Table 13: Mandatory Requirements

ID	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
1	The vendor must provide the right of access to systems, facilities, data, and documentation to the PRMP or its designee to conduct audits and inspections as is necessary.	<Response>	<Response>
2	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>	<Response>
3	The vendor must provide authorization from a parent, affiliate, or subsidiary organization for the PRMP to have access to its records if such a relationship exists that impacts the vendor's performance under the proposed contract.	<Response>	<Response>
4	The vendor must help ensure that all applications inclusive of internet, intranet, and extranet associated with this contract are compliant with Section 508 of the Rehabilitation Act of 1973, as amended by 29 United States Code (U.S.C.) §794d, and 36 Code of Federal Regulation (CFR) 1194.21 and 36 CFR 1194.22.	<Response>	<Response>
5	The vendor must provide increased staffing levels if requirements, timelines, quality, or other standards are not being met, based solely on the discretion of and without additional cost to the PRMP. In making this determination, the PRMP will evaluate whether the vendor is meeting service levels as defined in the contract.	<Response>	<Response>
6	The vendor must provide evidence that staff have completed and signed all necessary forms prior to executing work for the contract.	<Response>	<Response>
7	The vendor staff must not have the capability to access, edit, and share personal data with unauthorized staff, including, but not limited to: 1. Protected Health Information (PHI) 2. Personally Identifiable Information (PII) 3. Financial Transaction Information 4. Federal Tax Information	<Response>	<Response>

ID	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
	5. SSA data including, but not limited to, family, friends, and acquaintance information		
8	The vendor must comply with current and future Commonwealth and federal laws and regulations as necessary to support the services outlined in this RFP.	<Response>	<Response>
9	The vendor must perform according to agreed upon SLAs and associated metrics in the areas listed in Error! Not a valid result for table..	<Response>	<Response>
10	The vendor must provide a drug-free workplace, and individuals must not engage in the unlawful manufacture, distribution, dispensation, possession, abuse, or use of a controlled substance in the performance of the contract. (Drug-Free Workplace Act of 1988)	<Response>	<Response>
11	The vendor must perform all work associated with this contract within the continental United States (U.S.) or U.S. Territories.	<Response>	<Response>
12	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>	<Response>
13	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>	<Response>
14	On a monthly basis the vendor must, at a minimum, include the standard invoice package contents for the PRMP, including, but not limited to: 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	<Response>	<Response>

ID	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
	<p>benefit or profit of any kind from this vendor's contract. Invoices that do not include this certification will not be paid.</p> <ol style="list-style-type: none"> 2. A list of all services completed within an invoice period, as well as evidence that the PRMP has accepted and approved the work. 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"> a. Invoice Package #1 – Original Signature and Hard Copy b. Invoice Packages #2 – #3 – Hard Copy c. Invoice Package #4 – Electronic 		
15	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>	<Response>
16	The vendor must be able to provide contract support (including, but not limited to communications, site visits, and deliverables) in both English and Puerto Rican dialect Spanish.	<Response>	<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

ID	Mandatory Qualification Item(s)	Vendor Meets Qualification? Y/N	Provide a Brief Narrative to Demonstrate Fulfillment of Requirement
1	The vendor must not be PRMP's active MMIS and/or PEP system vendor if they wish to fulfill the provider advisory services portion of the SOW.	<Response>	<Response>
2	The vendor must have at least three years of experience supporting provider services, as outlined in Section 4.0 of this RFP of a similar size, scope, and complexity as PRMP.	<Response>	<Response>
3	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 supporting provider enrollment support services as outlined in Section 4.0 of this RFP.	<Response>	<Response>

See **Appendix 7: Procurement Library**, PL-015 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.

 (Company)

 (Representative Name, Title)

 (Contact Phone/Fax Number)

 (Date)

Attachment F: Outcomes Traceability Matrix (OTM)

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

1. The vendor must note compliance with each outcome and each outcome's associated measure, metric, target setting, performance standard, and liquidated damage listed in the Vendor's Disposition column of Tab 3 using only the values that appear in the drop-down list. The OTM is organized by applicable SOW area for vendor's convenience.
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. See below for exceptions to the "Will Meet" rule for non-applicable, excluded scope.
 - 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**.
 - c. "Not Applicable – Excluded Scope": The listed outcome is not applicable as the vendor is not responding to the Advisory Services portion of the SOW.
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 this contract.

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 CEF and CMS Required Outcomes for the Provider Business Area.

Each response to **Attachment G: Response to SOW** (General Support, SPM Support, or Advisory Services) must be 20 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 five pages of images or diagrams for each response. Responses beyond 20 pages of text and 25 total pages including images and diagrams will not be reviewed.

1. General Support

- Onboarding
- Project Management
- Transition Support
 - Document Updates and Asset Transfer
 - Knowledge Transfer and Contract Closeout

<Response>

2. System, Processing, and Monitoring (SPM) Support

- Provider Enrollment
- Screenings and Site Visits
- Provider Maintenance
- Inquiry Tracking

- MCO/MAO Support for Provider Issues
- Automation and Process Improvement
- System Oversight
- Reporting
- Quality and Compliance

<Response>

3. Advisory Services (Optional)

- Provide Subject Matter Expertise
- System Oversight
- Reporting
- Quality and Compliance

<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 MES 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.

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. The Initial Project Schedule should presume a start date of February 1, 2025. 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 the onboarding phase of the contract, and as such RFP response's initial project schedule should clearly articulate the vendor's approach to a timely onboarding 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 the **Appendix 6: Proforma Contract Draft** 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.

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

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

6.2

Table 16: Exception #2

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

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 Medicaid Enterprise. As noted in **Section 2. Background and Overview of Existing Programs and Services** of this RFP, the PgMO Plan Aids should inform the development of the deliverables in this RFP. The PgMO Plan Aids and supporting MES 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 3: 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 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:

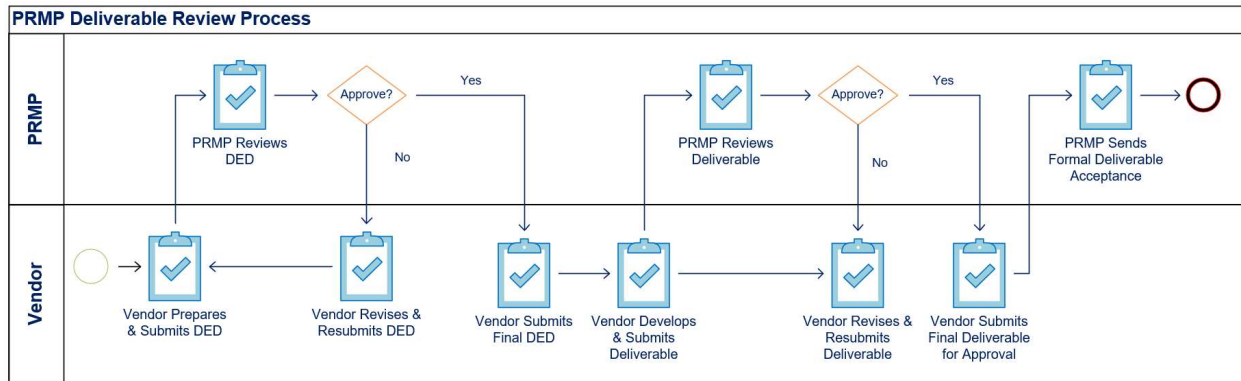
- Table of contents
- DED purpose
- Proposed outline of the sections to be included in the deliverable
- Detailed explanation of proposed content the vendor plans to include in each section
- Proposed deliverable format
- Deliverable assumptions, constraints, and stakeholders
- Deliverable acceptance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

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 3: 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.

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 due to their recurring cadence. The vendor is responsible for updating each deliverable as-needed, whether specified in the RFP, at the request of PRMP, and/or necessary based on project/contract needs. PRMP acknowledges that management plans cover the full scope of the contract including transition in, operations, and transition out. PRMP expects vendors’ proposals to reflect this understanding with a particular focus on responsibilities during the transition in and transition out phases.

The table below organizes deliverables by SOW 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 17: Deliverables Dictionary Summary

ID	Group	Deliverable Name	Time of Delivery/Delivery Cadence
D01	General Support	Kickoff Meeting Materials	Within 15 calendar days of contract execution.
D02	General Support	30-60-90 Day Plan	Within 15 calendar days of contract execution.
D03	General Support	Project Schedule	Initial Project Schedule will be submitted in the vendor's response to the RFP, then will be updated and resubmitted within 30 calendar days of contract execution.
D04	General Support	Transition and Operations Management Plan	Within 30 calendar days of contract execution.
D05	General Support	Outcomes Management Plan	Within 30 calendar days of contract execution.
D06	General Support	Outcomes Traceability Matrix	Within 60 calendar days of contract execution.
D07	General Support	Incident Management Plan	Within 60 calendar days of contract execution.
D08	General Support	Transition and Closeout Management Plan	Within 120 calendar days of contract execution and updated six months prior to contract closeout.
D10	SPM Support	Training Plan	As agreed upon between the PRMP and the vendor.
D11	SPM Support	Training Materials	As agreed upon between the PRMP and the vendor.
D12	SPM Support and Advisory Services	Audit Report	As agreed upon between PRMP and the vendor.
D13	SPM Support and Advisory Services	Monthly Status Report	The fifth of every month.
D14	SPM Support	Weekly Provider Statistics Report	Thursday of each week.
D15	SPM Support	Quarterly Provider Newsletter	Quarterly

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 acquaint

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 30, 60, and 90 days
- Other information as necessary to support project execution
- Other topics conducive to rapid start of project

D02: 30-60-90 Day Plan

The vendor will produce a plan that provides goals to be accomplished within the first 30, 60, and 90 days of the contract. This plan will be informed by conversations with PRMP and will set goals for each respective time benchmark. This will enable the selected vendor to re-baseline expectations, work products, and priorities with PRMP.

D03: Project Schedule

The vendor should provide a detailed task-by-task schedule of the activities to be completed during the onboarding phase of the project. 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 will be a critical tool to help the vendor and PRMP manage contract transition periods (both transitioning in and transitioning out). The vendor's Project Schedule should highlight transition tasks and other supporting items, as highlighted above. During operations, the Project Schedule should focus on operational activities and milestones.

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. See **D13: Monthly Status Report** for additional details regarding schedule updates and reporting responsibilities.

D04: Transition and Operations Management Plan

The Transition and Operations Management Plan is a formal, approved deliverable made up of several components and is used to guide contract activities execution and control for the vendor's engagement with the PRMP. The primary uses of the Transition and Operations Management Plan are to document planning assumptions and decisions; facilitate communication among stakeholders; and document approved scope, cost, and schedule baselines. This Transition and Operations Management Plan is specific to the vendor's tasks, responsibilities, and supporting activities resulting from this procurement. Information from the vendor's Transition and Operations 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 Transition and Operations 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, and the PMBOK®).

- The vendor should maintain the Transition and Operations Management Plan as needed to reflect changes in any of the plan's components throughout the duration of the contract.
- The Transition and Operations Management Plan should be submitted for PRMP approval annually.

The Transition and Operations Management Plan's focus will be on the transition between vendors, if applicable. Once the incoming vendor, if applicable, has assumed all applicable responsibilities, then the Transition and Operations Management Plan will shift to an operational focus until such time that the vendor eventually transitions out.

Included as part of the Transition and Operations Management Plan are 10 deliverables that are subcomponents of the Transition and Operations Management Plan (e.g. Change Management Plan). Each of these deliverables should be simultaneously submitted along with the Transition and Operations Management Plan. Each of the Transition and Operations 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 Transition and Operations 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 Transition and Operations 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

Documentation Management Plan

The vendor should submit the Documentation Management Plan as part of the Transition and Operations 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

Quality Management Plan

The vendor should submit the Quality Management Plan as part of the Transition and Operations 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 Transition and Operations 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 Transition and Operations 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
- 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 Transition and Operations 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 Work Breakdown Structure (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 Transition and Operations 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 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 assets 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 Transition and Operations 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 (if applicable)

The vendor should submit the System/Solution Security Plan as part of the Transition and Operations Management Plan. During the first 30 – 90 days of the contract period for the vendor, the vendor's leadership and PRMP will determine if this deliverable is applicable to the scope of work detailed in this RFP.

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

- System/Solution 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

D05: Outcomes Management Plan

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

D06: Outcomes Traceability Matrix (OTM)

The OTM is a document that connects outcomes to the project life cycle. The purpose of the OTM is to help ensure that all outcomes defined within this RFP have been implemented and/or supported 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 project work monitored, and reported on

- Interim OTM version, updated with refined outcomes, metrics, and performance standards

Final OTM version, updated with relevant deviations from the initial OTM as documented by the vendor. The vendor might be asked to submit additional versions of the OTM throughout the life of the contract in support of other project deliverables and phases.

D07: 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.

Portions of this deliverable may not be applicable depending on the scope of the vendor's response.

D08: Transition and Closeout Management Plan

The Transition Management Plan will be based on achieving a Transition 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 Transition and Closeout Management Plan will also include:

- Knowledge transfer activities to the PRMP or a designated agent
- Delivery of project documentation, including business standard operational procedures, , pending findings, , change requests, and others
- Training activities
- 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 documentation and other 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
- Process and procedures/policies/desk-side manuals, as applicable
- Transition or closure of active correspondence, as applicable

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

D09: 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 Transition to production
 - Plans for key support resources during Transition 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

Portions of this deliverable may not be applicable depending on the scope of the vendor's response.

D10: Training Plan

The Training Plan defines the training approach and activities to train the various PEP 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.

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

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 the onboarding phase, the vendor will update 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 will be submitted to the PRMP for review and approval.

D11: Training Materials

Training Materials will include items used to conduct the training sessions which will ensure that training objectives are met. The vendor shall provide updated training materials as changes to 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

All training materials must be approved by PRMP prior to use.

D12: Audit Report

Within 90 days, the vendor will produce a report that provides a gap analysis of the processes and inputs related to provider services. The scope of this report will be dependent on the applicable SOW areas the vendor is supporting (SPM, Advisory, or both). The report should include details regarding identified gaps, errors, and/or recommended opportunities for improvement along with recommendations to address and/or mitigate the identified items. The report should encompass all applicable areas of the SOW including but not limited to policy, rules and regulations, system configuration, and SOPs.

This report will be used as a baseline between PRMP and the vendor to align on the status of operations and agree to plans moving forward throughout the project. The results of the audit report including but not limited to action plans, should be reported on by the vendor in the monthly status report and through other project communications, as necessary.

D13: Monthly Status Report

The vendor will produce a status report that summarizes the status of and forecast for contract 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/operations milestones and note any changes to the project/operations schedule. The most recently approved project/operations 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 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.

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

Summary of Monthly Project Activities

The monthly status report should include a summary of monthly project activities, including all applicable areas of the SOW. The vendor should summarize project activities by providing narrative, statistics, graphics, and other means to effectively communicate the status and projection of project activities. The summary should provide sufficient detail to allow PRMP to fully understand a given month's activities (including but not limited to developed/delivered artifacts and deliverables, stakeholder engagement, regulatory changes, project changes, and planning), as well as providing PRMP with upcoming areas of focus and opportunity.

D14: Weekly Provider Statistics Report

The selected vendor will be responsible for producing a weekly provider statistics report which will provide key metrics associated with SPM services. The weekly provider statistics report will be relied on as a timely and accurate source of truth for weekly provider enrollment and maintenance activities and statuses. The report will include applicable provider statistics information, as well as the results of vendor conducted quality audits of their own staff. See Appendix 7: Procurement Library, PL-001 Reference Provider Statistics Report for a reference of a current Weekly Provider Statistics Report.

D15: Quarterly Provider Newsletter

The selected vendor will be responsible for developing a quarterly provider newsletter that will be shared across the PRMP provider community and other applicable stakeholders. This quarterly communication will be informed by inputs from various project stakeholders including but not limited to the PRMP, ASES, and other stakeholders. This newsletter will serve as a forum to

inform provides of key information and reminders including but not limited to upcoming regulatory and/or system changes, training/compliance reminders, and other factors related to provider enrollment and maintenance processes. The newsletter should be brief but include all the relevant information. The vendor must produce the newsletter in a format suitable for print and digital, which PRMP will distribute.

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 18: Terms and Definitions for SLAs

Term	Definition
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 19 contains the SLAs found in this appendix.

Table 19: SLAs At-a-Glance

ID	SOW Grouping	SLA Name
SLA-001	General	Change Request Tracking and Responses
SLA-002	General, SPM Support, and Advisory Services	Deliverable(s) and Outcomes(s) Service Level(s)
SLA-003	General	Asset Turnover

ID	SOW Grouping	SLA Name
SLA-004	General	Meeting Agendas
SLA-005	General	Meeting Minutes
SLA-006	General	PRMP Queries and Requests
SLA-007	General	Security and Privacy Incident Notification
SLA-008	General	Security Breach
SLA-009	General	Staffing
SLA-010	SPM Support	Records Forwarding for Research or Response
SLA-011	SPM Support	Acknowledgment of CCMS or PSC cases
SLA-012	SPM Support	Training
SLA-013	SPM Support	Site Visits
SLA-014	SPM Support	PEP Application Processing Time

Table 20: 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"> 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. 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. 	<ol style="list-style-type: none"> 1. Tracking: The PRMP shall assess up to \$200 per business day for each day the database and search capability is not fully available. The PRMP shall assess up to \$100 per business day per Change Request or Change Order for each day a Change Request or Change Order is late in being updated in the database. 2. Responses: The PRMP shall assess up to \$100 per business day for each day an acceptable Change Request response is not timely received. If a Change Request response is received on time but the information reported is inaccurate or incomplete, the PRMP shall assess up to \$100 per business day until an acceptable response is received.
SLA-002	Deliverable(s) and Outcomes(s) Service Level(s)	The vendor must deliver project deliverables and outcomes by the date(s) specified within the approved Project Schedule.	<p>The PRMP shall assess up to \$200 for each calendar day that all required materials by the vendors are not delivered and complete.</p> <p>The PRMP shall assess up to \$1,000 dollars per month for each instance where an outcome specified within Attachment F:</p>

ID	SLA Subject Area	Performance Standard	Contract Remedies
			OTM is not met for reasons attributable to the vendor.
SLA-003	Asset 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"> • All updated computer software programs, data and reference tables, scripts, and other documentation and records required by the PRMP or its designee to complete contract activities • Copies of all subcontracts and third-party contracts executed in connection with the services and solution • A list of services provided by subcontractors in connection with the performance of the service and solution, including the names and contact information for the subcontractors • Source code • Licenses • Other documentation as defined by the PRMP 	The PRMP shall assess up to \$3,500 for each business day beyond the seven (7) business days that all required materials are not delivered by the vendor.
SLA-004	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 shall assess up to \$200 per calendar day for each day an acceptable meeting agenda is not timely received.
SLA-005	Meeting Minutes	The vendor will publish meeting minutes for meetings it attends,	The PRMP shall assess up to \$200 per calendar day for each

ID	SLA Subject Area	Performance Standard	Contract Remedies
		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.	day an acceptable meeting minutes is not timely received.
SLA-006	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> <ol style="list-style-type: none"> 1. Determined to be outside the response scope for the vendor. 2. Should be handled by PRMP staff. <p>Compliance and Calculation:</p> <ul style="list-style-type: none"> • Acknowledge all emails received within twenty-four (24) hours and resolve all emails within three (3) business days. • Forward to PRMP staff within one (1) calendar day emails that are determined to be outside of the vendor's response scope. 	<p>The PRMP shall 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 shall assess up to \$100 per occurrence of an email resolution not received within three (3) business days.</p> <p>The PRMP shall assess up to \$100 per occurrence of any inquiry determined to be out-of-scope that was not properly forwarded to the designated PRMP staff within one (1) calendar day.</p>
SLA-007	Security and Privacy Incident Notification	The vendor is responsible for actively monitoring any provided systems in support of the scope of services and will	The PRMP shall assess up to \$10,000 for each day that a security breach attributed to the vendor goes unreported to

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<p>escalate, manage, and address security and privacy related incidents in a timely manner.</p> <ol style="list-style-type: none"> 1. Upon discovery, the vendor must report confirmed incidents to the PRMP. 2. Information security officer, privacy officer or designee confirms, quantifies, and categorizes suspected incidents within three business days 3. Contain incident as soon as possible 4. Detailed incident report is submitted to the Commonwealth within one business day of confirming incident 5. Develop incident communication plan 6. Briefing with the Commonwealth within five (5) business days of incident confirmation 7. Remediate the issue at hand and complete a full incident report 	<p>PRMP after discovery of a security breach.</p>
SLA-008	Security Breach	<p>The vendor must establish and maintain systems, processes, and security features (as appropriate) to protect confidential information from unauthorized access, according to the PRMP policies and procedures.</p>	<p>The PRMP shall be compensated by the vendor for any fines and penalties imposed by regulatory entities for security and privacy incidents attributable to the vendor. The PRMP may, at its discretion, withhold operating fee payments until fines and penalties are resolved.</p>
SLA-009	Staffing	<p>During the entire duration of the contract, key staff commitments made by the vendor as part of its RFP response must not be changed without 30 days prior written notice to the PRMP unless due to</p>	<p>PRMP shall assess up to \$3,000 per occurrence for each key staff person proposed who is changed without proper notice and approval by the PRMP for reasons other than legally required leave of</p>

ID	SLA Subject Area	Performance Standard	Contract Remedies
		<p>legally required leave of absence, sickness, death, resignation, or mutually agreed upon termination of employment of any named individual.</p> <p>The vendor will replace key staff in a timely fashion. Replacement of key staff will take place within 30 business days of removal unless a longer period is approved by a PRMP-authorized representative.</p>	<p>absence, sickness, death, or termination of employment.</p> <p>The PRMP shall assess up to \$200 per business day for each business day after the initial thirty (30) business days allowed in which an acceptable replacement for that key staff position is not provided.</p>
SLA-010	Records Forwarding for Research or Response	95% of Contact Center (PSC or other software) records forwarded to vendor for research or response, including provider file updates, must be researched and resolved within 10 business days from the date of receipt by the vendor.	If a response is not sent within 10 business days, PRMP shall assess up to a 1% reduction in the vendor's monthly invoice for each percentage point below 95%.
SLA-011	Acknowledgment of CCMS or PSC cases	Acknowledge 98% of CCMS or PSC cases forwarded to vendor for research or response including provider file updates within two business days.	If the percentage of CCMS or PSC cases that are acknowledged within two business days is less than the service level of 98% for the reporting period, PRMP shall assess up to a 1% reduction in the vendor's monthly invoice for each percentage point of CCMS or PSC cases that are not acknowledged within two business days for the reporting period. Business days are calculated starting with the business day following the date of receipt.
SLA-012	Training	Complete weekly web-based or in person trainings.	If the trainers do not complete all scheduled vendor-led trainings during the reporting period, the PRMP shall assess up to a 1% reduction in the vendor's monthly invoice for each occurrence where training was not conducted as scheduled.

ID	SLA Subject Area	Performance Standard	Contract Remedies
SLA-013	Site Visits	Attempt 95% of site visits within five business days during the reporting period.	<p>If field reps do not attempt 95% of the required site visits within five business days after the request is submitted to the EMS during the reporting period, the PRMP shall assess up to a 1% reduction in the vendor's monthly invoice for each percentage point below 95%.</p> <p>Business days are calculated starting with the business day following the date of receipt. If the first attempt is unsuccessful, two additional attempts will be made within the next five business days.</p>
SLA-014	PEP Application Processing Time	Average PEP application processing time by an EMS must not exceed 30 business days in the reporting period: Processing time does not include any time the application is with a provider or with the State. It is calculated based on the actual time the application is available to the EMSs in workflow to review and work.	<p>If the average PEP application processing time is greater than 30 business days during the reporting period, the PRMP shall assess up to a 1% reduction in the vendor's monthly invoice for each business day beyond 30 in the calculated average.</p> <p>Processing time for applications received in workflow on any business day will begin the following business day.</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.

Table 21: Vendor Key Staff Roles and Responsibilities

Vendor Role	Qualifications	Responsibilities
Account Manager	<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"> • Attending, in person, upon PRMP request, meetings and hearings of legislative committees and interested governmental bodies, agencies, and officers • Establishing and maintaining a positive client relationship and provides timely and informed responses to implementation, operational, and administrative inquiries that arise 	<ul style="list-style-type: none"> • A minimum of eight (8) years of demonstrated experience in project management for a State Medicaid Agency with operations similar to the PRMP, a large healthcare provider management organization of a similar size, or an organization of comparable size providing similar services as required under this RFP • A minimum of three (3) years of demonstrated experience in project management providing similar services as required under this RFP • A minimum of a bachelor's degree or a minimum of four (4) years related experience • Knowledge of Project Management standards and best practices including PMBOK®

Vendor Role	Qualifications	Responsibilities
	<ul style="list-style-type: none"> • Delegating authority when not able to be available • Meeting 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 	
Program Manager	<p>The Program Manager is expected to be a key staff position throughout the entire contract term. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Coordinating and managing across all three SOWs (if applicable) • Overseeing planning, execution, and tracking • Ensuring coordination across SOWs and alignment • Ensuring consistent standards for project management and quality are applied across SOWs • Managing to projects goals and outcomes • Meeting 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 • 	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience in Program Management for a State Medicaid Agency with operations of a similar size to PRMP or a large healthcare provider management organization of a similar size • A minimum of three (3) years of demonstrated experience in Program Management providing similar services as required under this RFP • A minimum of a bachelor's degree (a bachelor's degree can be replaced with an additional four (4) years related experience) • Knowledge of Program Management standards and best practices, including the PMBOK®
SPM Lead	<p>The SPM Lead is expected to be a key staff position throughout the entire contract term. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Serves as a liaison among stakeholders to ensure 	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience in area of expertise that the role is performing. • A minimum of three (3) years of demonstrated experience in business lead/SME support for a State Medicaid Agency with operations of a similar size to

Vendor Role	Qualifications	Responsibilities
	<p>adherence to the structure, policies, and operations of the PRMP</p> <ul style="list-style-type: none"> • Ensures requirements are efficiently and effectively addressed by the system • Coordinates the day-to-day implementation activities and facilitates communication between the business analysts and development and QA teams • Manages business analyst resources, assigns tasks, oversees work products and their completion, monitors the schedule, and ensures resources are utilized efficiently and effectively • Provides expert guidance ensuring that policy and business rules defined by the PRMP are correctly implemented in the vendor's system • Serves as the senior business expert with a strong understanding of the vendor's business application • Ensures requirements and reporting needs, including those that exceed the standard reporting package, are addressed • Provides ad hoc reporting, as requested by the PRMP • Manages the processes and procedures associated with system change orders 	<p>PRMP or a large healthcare provider management organization of similar size.</p> <ul style="list-style-type: none"> • A minimum of a bachelor's degree (a bachelor's degree can be replaced with an additional four (4) years related experience.)

Vendor Role	Qualifications	Responsibilities
<p>Field Representative & Contact Center Oversight Lead</p>	<p>The Field Representative Lead & Contact Center Oversight is responsible for:</p> <ul style="list-style-type: none"> • Conduct all site visits for providers who are applying for their initial enrollment to ensure that moderate and high-risk providers meet the requirements for enrollment. • Collaborate with Contact Center Stakeholders. • Tailor training to focus on updated procedures and effective inquiry handling specific to the revalidation process • Conduct internal training for new PRMP and Contact Center, including policies, procedures, PEP, PRMMIS, LMS, PSC, etc. • Provide oversight and support, including monthly refresher training to Contact Center to ensure they have all necessary information 	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience in area of expertise that the role is performing • A minimum of three (3) years of demonstrated experience in business lead/SME support for a State Medicaid Agency with operations of a similar size to PRMP or a large healthcare provider management organization of similar size • A minimum of a bachelor's degree (a bachelor's degree can be replaced with an additional four (4) years related experience.)
<p>Provider Enrollment and Maintenance Lead</p>	<p>The Provider Enrollment and Maintenance 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"> • Reviewing and processing provider enrollment applications and related documentation to meet PRMP and CMS requirements • Ensuring adherence to federal regulations through provider screening results • Coordinating and managing site visit activities in support of provider enrollment and maintenance activities 	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience in area of expertise that the role is performing • A minimum of three (3) years of demonstrated experience in business lead/SME support for a State Medicaid Agency with operations of a similar size to PRMP or a large healthcare provider management organization of similar size. • A minimum of a bachelor's degree (a bachelor's degree can be replaced with an additional four (4) years related experience.)

Vendor Role	Qualifications	Responsibilities
	<ul style="list-style-type: none"> • Utilizing PECOS to leverage site visits, background checks, and fee collection for screening • Processing of CR forms from providers to update information in the PRMMIS, such as demographic information, taxonomy/specialty, group, associations, etc. • Reviewing and processing provider terminations including voluntary terminations, as well as terminations referred from the Program Integrity Unit (PIU), to ensure that providers who should no longer be enrolled are not able to bill • Conducting outreach to providers to obtain additional information on CRs requiring additional information 	
SPM QA Lead	<p>The Provider Service QA Lead is responsible for:</p> <ul style="list-style-type: none"> • Conduct quality reviews on provider application processing to ensure accuracy • Ensure accuracy of provider records by reviewing active provider data in the PRMMIS • Quality audits 	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience in area of expertise that the role is performing. • A minimum of three (3) years of demonstrated experience in business lead/SME support for a State Medicaid Agency with operations of a similar size to PRMP or a large healthcare provider management organization of similar size. • A minimum of a bachelor's degree (a bachelor's degree can be replaced with an additional four (4) years related experience.)
SPM Training and Outreach Lead	<p>The SPM Training and Outreach Lead responsibilities are but are not limited to:</p> <ul style="list-style-type: none"> • Develop and implement a training curriculum that addresses internal and 	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience in area of expertise that the role is performing. • A minimum of three (3) years of demonstrated experience in business lead/SME support for a State Medicaid Agency with operations of a similar size to

Vendor Role	Qualifications	Responsibilities
	<p>external user training across the various provider-based systems used by PRMP and the provider community</p> <ul style="list-style-type: none"> • Conduct ad hoc training sessions that are developed and delivered to end users • Provide additional training as changes are implemented in these systems, ensuring that all users are up to date with the latest operational procedures and system functionalities • Ensure HIPAA training is also part of the core training program for all vendor staff • Conduct provider training on PEP, LMS, and PSC to ensure that providers are knowledgeable about the applications available to them • Conduct outreach to providers to obtain additional information on maintenance requests requiring additional information • Conduct one-on-one provider outreach to address specific issues with enrollments such as change of ownership or questions about enrollment 	<p>PRMP or a large healthcare provider management organization of similar size.</p> <ul style="list-style-type: none"> • A minimum of a bachelor's degree (a bachelor's degree can be replaced with an additional four (4) years related experience.)
<p>SPM System Oversight Lead</p>	<p>The SPM System Oversight Lead responsibilities are but are not limited to:</p> <ul style="list-style-type: none"> • Document defects, provide recommendations, and help to track change requests for addressing system-related issues in support of processing and maintaining 	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience in area of expertise that the role is performing. • A minimum of three (3) years of demonstrated experience in business lead/SME support for a State Medicaid Agency with operations of a similar size to PRMP or a large healthcare provider management organization of similar size.

Vendor Role	Qualifications	Responsibilities
	<ul style="list-style-type: none"> • provider applications and profiles • Document defects, provide recommendations, and help to track change requests for addressing system-related issues in support of processing and maintaining provider applications and profiles • 	<ul style="list-style-type: none"> • A minimum of a bachelor's degree (a bachelor's degree can be replaced with an additional four (4) years related experience.)
Advisory Services Lead (If Applicable)	<p>The Advisory Service 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"> • Serving as a liaison among stakeholders to ensure adherence to the structure, policies, and operations of the PRMP • Ensuring outcomes and requirements are efficiently and effectively addressed • Coordinating the day-to-day implementation activities and facilitates communication between the business analysts and development and QA teams • Managing resources, assigns tasks, oversees work products and their completion, monitors the schedule, and ensures resources are utilized efficiently and effectively • Providing expert guidance ensuring that policy and business rules defined by the PRMP are correctly implemented in the vendor's system 	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience in area of expertise that the role is performing • A minimum of three (3) years of demonstrated experience in business lead/SME support for a State Medicaid Agency with operations of a similar size to PRMP or a large healthcare provider management organization of similar size • A minimum of a bachelor's degree (a bachelor's degree can be replaced with an additional four (4) years related experience)

Vendor Role	Qualifications	Responsibilities
	<ul style="list-style-type: none"> • Serving as the senior business expert with a strong understanding of the vendor's business application (if applicable) • Ensuring requirements and reporting needs, including those that exceed the standard reporting package, are addressed • Providing ad hoc reporting, as requested by the PRMP • Managing the processes and procedures associated with change orders 	
Regulatory Compliance and Policy Lead (If Applicable)	<p>The Regulatory Compliance and Policy 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"> • Working closely with contracted MCOs to ensure compliance with contractual and regulatory requirements, as well as to ensure all technical interfaces are working as required • Collaborating with PRMP to establish a policy review and approval process • Providing guidance and support to PRMP in developing and maintaining provider enrollment policies, ensuring they align seamlessly with regulatory guidelines • 	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience in area of expertise that the role is performing. • A minimum of three (3) years of demonstrated experience in business lead/SME support for a State Medicaid Agency with operations of a similar size to PRMP or a large healthcare provider management organization of similar size. • A minimum of a bachelor's degree (a bachelor's degree can be replaced with an additional four (4) years related experience.)
Advisory Services Training and Outreach	The Training and Outreach Lead is expected to be a key staff position throughout the entire contract term.	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience in area of expertise that the role is performing.

Vendor Role	Qualifications	Responsibilities
Lead (If Applicable)	<p>Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Ensuring staff receives comprehensive training on processing applications in PEP, accessing additional training material in the LMS, updating provider information in the PRMMIS, and navigating the PSC tool • Developing and socializing training materials • Leading training sessions • Ensuring all system users receive regular training to be up to date on system usage • Serving as the vendor single point of contact for supporting user training • Conducting one-on-one provider outreach to address specific issues with enrollments such as change of ownership or questions about enrollment • Collaborate with Contact Center Stakeholders. • Providing oversight and support, including monthly refresher training to contact center to ensure they have all necessary information • Auditing contact center calls for quality and customer service etiquette to ensure accurate information is being provided • 	<ul style="list-style-type: none"> • A minimum of three (3) years of demonstrated experience in business lead/SME support for a State Medicaid Agency with operations of a similar size to PRMP or a large healthcare provider management organization of similar size. • A minimum of a bachelor's degree (a bachelor's degree can be replaced with an additional four (4) years related experience)
Advisory Services Systems	The System Oversight Lead is expected to be a key staff position throughout the entire contract term.	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience in area of expertise that the role is performing.

Vendor Role	Qualifications	Responsibilities
Oversight Lead (If Applicable)	<p>Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Documenting, monitoring, and reviewing findings related to PEP, PRMMIS, etc. to address issues appropriately and consider downstream impacts • Identify, monitor, and review system defects and fixes, ensuring appropriate resolution • Ensure root causes of defects are identified and documented so that measures can be taken to prevent them in the future • Write, monitor, and review CRs to ensure necessary system functionality • Assist PRMP in prioritizing CRs, addressing critical changes promptly • Analyze and recommend actions based on findings, defects, and CRs • Educate PRMP on findings, defects, and changes for informed decision- making • Monitor the impact of regulatory changes on procedures and system functionality, ensuring federal compliance • Review test results for defect fixes and system changes to maintain system quality • Review upcoming PEP changes, providing recommendations for optional enhancements to optimize functionality 	<ul style="list-style-type: none"> • A minimum of three (3) years of demonstrated experience in business lead/SME support for a State Medicaid Agency with operations of a similar size to PRMP or a large healthcare provider management organization of similar size. • A minimum of a bachelor's degree (a bachelor's degree can be replaced with an additional four (4) years related experience)

Vendor Role	Qualifications	Responsibilities
Advisory Services QA Lead (If Applicable)	<p>The Advisory Services QA 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"> • Review processes against state plans, SOPs, and other relevant rules, regulations, and other processes • Audit Contact Center calls for quality and customer service etiquette to ensure accurate information is being provided. • Recommend and help support the deployment and oversight of system changes, additional/refined training, and other areas of focus based on outreach and findings to ensure alignment on quality and compliance requirements 	<ul style="list-style-type: none"> • A minimum of five (5) years of demonstrated experience in area of expertise that the role is performing • A minimum of three (3) years of demonstrated experience in business lead/SME support for a State Medicaid Agency with operations of a similar size to PRMP or a large healthcare provider management organization of similar size • A minimum of a bachelor's degree (a bachelor's degree can be replaced with an additional four (4) years related experience.)

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.

COMMONWEALTH OF PUERTO RICO

DEPARTMENT OF HEALTH

SAN JUAN, PUERTO RICO

PROFESSIONAL SERVICES CONTRACT

(RFP Name)

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, FELIX 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, married / single, 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 October 16, 2024, a request for (2024-PRMP-MES-PS-007), 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

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.

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.

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	U.S. 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.

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:

supplier's name and address,

Date and invoice number,

contract number,

dates or periods in which the service was rendered,

nature and description of the matter attended, or service rendered,

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.

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.

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.

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.

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.

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.

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.

INTELLECTUAL PROPERTY:

Intellectual Property Rights, Ownership, Payment, Use, and Purpose

The FIRST PARTY shall be considered the exclusive owner of all the intellectual property, including but not limited to data, documents, information or project materials, that already exists or have been created, developed or collected specifically by the FIRST PARTY and is provided to and used by the SECOND PARTY to fulfill its duties and obligations under this agreement.

The SECOND PARTY shall be considered the exclusive owner of all the intellectual property, including but not limited to existing works, code, tools, assets or documents, that already exists which constitute original works of authorship fixed in any tangible medium of expression, previously created and developed specifically by the SECOND PARTY and are delivered to the FIRST PARTY but not created or developed under this agreement.

BOTH PARTIES agree that any data, documents, information, project materials, reports or work-related products 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, shall always be considered 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 agreement, nor it would be in any obligation to the SECOND PARTY as a result of any intellectual property 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 information, materials, and products the official use it deems necessary. The SECOND PARTY may not use data, information, project materials, reports or work-related products resulting from services rendered under this agreement for any other purposes other than the ones stated in this agreement or expressly authorized by the FIRST PARTY.

Ownership of Enhancements and Modifications

BOTH PARTIES agree that any enhancements or modifications made to project materials of exclusive ownership of the FIRST PARTY during the performance of services by the SECOND PARTY for the FIRST PARTY under this agreement, the FIRST PARTY shall be considered the exclusive owner of such intellectual property.

BOTH PARTIES agree that any enhancements or modifications made to existing works of exclusive ownership of the SECOND PARTY during the performance of services for the FIRST PARTY under this agreement, the SECOND PARTY shall be considered the exclusive owner of such intellectual property.

Ownership, Use, Protection, and Access to Information

BOTH PARTIES agree that the data and information collected by the SECOND PARTY, if any, concerning the services rendered, including information provided by any user for processing or custody of information, shall be the sole and exclusive property of the FIRST PARTY. It is further expressly agreed upon by BOTH PARTIES 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 subject to this agreement and produce the same or give access to the FIRST PARTY at its request during the same period of validity of this agreement.

Work Made for Hire

All deliverables, designs, drawings, notes, specifications, software, electronically or magnetically recorded material and other work-related products in whatever form not created, developed or licensed by the SECOND PARTY prior to the execution of this agreement, but specifically paid for, federally-funded, and first created or developed under this agreement, shall be considered "work made for hire", (meaning work prepared by an employee or entity within the scope of his employment or contract or work specially ordered or commissioned whose ownership belongs to a third party rather than the creator) [See Copyright Act, 17 U.S.C. § 101 (1976)], and the SECOND PARTY shall transfer and assign any ownership claim to the FIRST PARTY and all such materials will constitute intellectual property of the FIRST PARTY. Thus, the FIRST PARTY would have the exclusive right to display, execute, publish, perform, reproduce, prepare derivatives, and otherwise use such copyrighted materials.

Derivative Works

All work-related products in whatever form created and developed by the SECOND PARTY during to the execution of this agreement but derived from data, documents, information, project materials or any other materials of exclusive ownership of the FIRST PARTY, shall be considered “derivative work”, (meaning work based upon one or more preexisting works and has protection under the copyright of the original work) [See Copyright Act, 17 U.S.C. § 101 (1976)], and all such products will constitute intellectual property of the FIRST PARTY. Thus, the FIRST PARTY would have the exclusive right to display, execute, publish, perform, reproduce, prepare derivatives of derivatives, and otherwise use such copyrighted materials.

Liability, Access, and Provider Enrollment Portal (PEP)

During the performance of this agreement, the SECOND PARTY shall be responsible for any loss of or damage to materials developed for the FIRST PARTY and used to develop or assist in the services provided while the materials are in possession of the SECOND PARTY. The SECOND PARTY shall provide the FIRST PARTY full, immediate, and unrestricted access to the materials during the term of this agreement. Enhancements or modifications to the Provider Enrollment Portal (PEP) for the FIRST PARTY will be transferred in accordance with software and ownership rights (See 42 CFR § 495.360), except for any third party or SECOND PARTY proprietary software. With respect to any third party or SECOND PARTY proprietary software accompanying or embedded in the Provider Enrollment Portal (PEP), SECOND PARTY grants to the FIRST PARTY a royalty-free, and non-exclusive license to use such third party or SECOND PARTY proprietary software during the term of this agreement as necessary for FIRST PARTY internal purposes.

Proprietary and Confidential Nature of Information

The SECOND PARTY acknowledges the proprietary and confidential nature of the internal, non-public information systems, and the financial and business information owned by the FIRST PARTY, by the Commonwealth of Puerto Rico, and by any of its administrative agencies, corporations, and municipalities. The SECOND PARTY and its employees shall keep confidential all such information and shall not make public or disclose any of that information without the previous written consent of the FIRST PARTY. The SECOND PARTY will ensure that any authorized subcontractor, expert or personnel is subject to this confidentiality obligation.

The SECOND PARTY will furnish the FIRST PARTY with reports, analysis or other materials it may reasonably request, which shall be the sole property of the FIRST PARTY. The FIRST PARTY acknowledges that the SECOND PARTY may develop for itself, or for others, problem solving approaches, frameworks or other tools and processes while performing services under this agreement and any additional services provided hereunder, and nothing contained herein precludes the SECOND PARTY from developing or disclosing such materials and information provided that the same does not include, contain or reflect confidential information of the FIRST PARTY. All such problem-solving approaches, frameworks or other tools and processes and any additional services shall be the exclusive property of the SECOND PARTY upon creation and

development and no intellectual property rights shall be granted to the FIRST PARTY or any third party.

Theft and Misuse of Governmental Information

The misappropriation, theft, improper use or disclosure of certain categories of information, such as classified documents or confidential information, is illegal and doing so may result in criminal charges. Such conduct can be prosecuted as a crime under the general theft of government property statute 18 U.S.C. § 641 and Penal Code of the Commonwealth of Puerto Rico 33 L.P.R.A. § 5233-5242.

Intellectual Property Rights, Titles, and Licensing

Nothing contained in this agreement will grant to or create in the SECOND PARTY, either expressly or impliedly, any right, title, interest or license in or to the intellectual property of the FIRST PARTY, unless otherwise established and agreed upon by both parties.

Copyright Infringement and Related Lawsuits

If any third party asserts a claim against the FIRST PARTY alleging that any of the services provided infringe the intellectual property rights of such party, the SECOND PARTY shall either revise such services so as not to infringe or obtain the required intellectual property rights, in either case, at no additional expense to the FIRST PARTY. The SECOND PARTY shall indemnify and hold unaccountable the FIRST PARTY against any such claim of infringement or lawsuit.

Return and Destruction of Information

Upon termination of the agreement, the SECOND PARTY shall proceed to turn in first and then destroy the data and information collected from the FIRST PARTY and its users using the methods and instructions to be provided by the Office of Informatics and Technological Advances of the FIRST PARTY. To this purpose, the FIRST PARTY may at any time request the return and destruction of all data and information from the SECOND PARTY. Upon the request of the FIRST PARTY, or in the event that the SECOND PARTY ceases to require use of such information, or upon the expiration or termination of this agreement, the SECOND PARTY will:

- A. return all information to the FIRST PARTY;
- B. within the period of three (3) months upon termination of the agreement, provide a third-party audit report and certificate to the FIRST PARTY to the effect that the SECOND PARTY has turned in all information to the FIRST PARTY, including any backups or copies, and destroyed all information remaining in its possession.

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.

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:

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.

The negligent performance by the SECOND PARTY of its responsibilities, or the abandonment of such responsibilities.

The non-compliance by the SECOND PARTY of the regulations and procedures established by the FIRST PARTY.

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.

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.

If the SECOND PARTY is accused, administratively or criminally, or convicted, of the fraudulent acquisition of any required credentials, when applicable.

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.

Cancellation or modification of any required insurance policy of the SECOND PARTY.

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.

The non-compliance with any clause of this Agreement shall be sufficient grounds for immediate termination of the Agreement.

The insufficiency of funds shall be just cause for the immediate termination of this agreement or modification of its COMPENSATION CLAUSE.

The Governor’s Chief of Staff will have the power to terminate this Agreement at any moment during its term.

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).

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:

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

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

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

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

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

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

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

Computer programs

Data files

User and operations manuals

System and program documentation

Training programs related to the operation and maintenance of the System [42 CFR 434.10 (b) & SMM 2082.2]

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

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

The SECOND PARTY acknowledges that, if it were to breach, or threaten to breach, its obligation to provide the FIRST PARTY with the foregoing assistance, the FIRST PARTY might be immediately, and irreparably harmed and monetary compensation might not be measurable or adequate. In such circumstances, the FIRST PARTY shall be entitled to obtain such injunctive, declaratory, or other equitable relief as the FIRST PARTY deems necessary to prevent such breach or threatened breach, without the requirement of posting any bond, and the SECOND PARTY waives any right it may have to allege or plead or prove that the FIRST PARTY is not entitled to injunctive, declaratory, or other equitable relief. If the court should find that the

SECOND PARTY has breached (or attempted or threatened to breach) any such obligations, the SECOND PARTY agrees that without any additional findings of irreparable injury or other conditions to injunctive or any equitable relief, the SECOND PARTY will not oppose the entry of an order compelling its performance and restraining the SECOND PARTY from any further breaches (or attempted or threatened breaches).

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

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

Transition Approach;

Staffing;

Tasks;

Schedule; and Operational documentation and work artifacts.

The Transition and Closeout Management Plan will include:

Key staff and their responsibilities during transition activities;

Knowledge transfer activities to FIRST PARTY or a designated agent.

Detailed description of the transition process to facilitate the smooth transition of operations within timelines.

Transition/Closeout WBS; including dependencies on FIRST PARTY and other vendors.

Transfer of assets (i.e., software, licenses, subscriptions, branding, hardware, furniture, lockboxes, etc.) and security responsibilities.

Dependencies on resources (e.g., vendor staff, other vendors, technology, licenses, contracts, etc.) necessary to complete the transition activities.

Operational communication associated with risk management and operational status reporting during the transition.

Transition or closure of active correspondence; as applicable.

Job shadowing and training activities necessary for the transition.

Certificates of destruction of operational assets and data, as necessary.

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.

Transfer of Work Product, as applicable.

Transition or closure of active correspondence.

Delivery of the Closeout Report.

The SECOND PARTY will at a minimum update the Transition 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 Transition of Knowledge and Transition of Duties within the last six (6) months prior to contract expiration.

Transition Deliverables:

Transition and Closeout Management Plan

Statement of Resources

Module and System software, files, including but not limited to business design, technical design, testing and other operations documentation.

Transition 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:

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.

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.

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.

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.

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.

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:

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.

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.

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.

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.

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.

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.

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

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

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.

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.

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.

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.

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”.

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

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.

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.

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:

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.

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

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).

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).

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).

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.

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.

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

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.

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.

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

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

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.

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

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.

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

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:

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.

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.

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:

Cell phones

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

Flash drives

Portable discs

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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 DUNS number. In addition, the SECOND PARTY must be registered and have an active account in the 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 FFATA.

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.

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.

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.

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

The 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.

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.

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.

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

FIRST PARTY

ss

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, _____.

Appendix 7: Procurement Library

Table 22: Procurement Library details information and documentation pertinent to the procurement. Not all the information contained within **Table 22: 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 22: Procurement Library

ID	Document/Information	Website (if applicable)
PL-001	Reference Provider Services Statistics Report	N/A
PL-002	Code of Federal Regulations (CFR)	https://www.ecfr.gov/cgi-bin/ECFR?page=browse
PL-003	Conditions for Enhanced Funding	https://cmsgov.github.io/CMCS-DSG-DSS-Certification-Staging/Conditions%20for%20Enhanced%20Funding/
PL-004	Federal Executive Order 11246	https://www.dol.gov/agencies/ofccp/executive-order-11246/ca-11246
PL-005	Federal Information Security Modernization Act (FISMA)	https://www.cisa.gov/federal-information-security-modernization-act
PL-006	Federal Medical Assistance Percentages (FMAP)	https://aspe.hhs.gov/federal-medical-assistance-percentages-or-federal-financial-participation-state-assistance-expenditures
PL-007	Health and Human Services (HHS)	https://www.hhs.gov/regulations/index.html
PL-008	HIPAA	https://www.hhs.gov/hipaa/index.html
PL-009	PgMO Plan Aids	N/A
PL-010	Privacy Act of 1974	https://www.justice.gov/opcl/privacy-act-1974
PL-011	Project Management Institute® (PMI®) – PMBOK	https://www.pmi.org/pmbok-guide-standards
PL-012	Puerto Rico Health Insurance Administration Act	https://bvirtualogp.pr.gov/ogp/Bvirtual/leyesreferencia/PDF/2-ingles/72-1993.pdf
PL-013	SSA	https://www.ssa.gov/OP_Home/ssact/ssact-toc.htm

ID	Document/Information	Website (if applicable)
PL-014	Puerto Rico State Plan	https://medicaid.salud.gov.pr/Home/StatePlan/
PL-015	2024 TSPR 69	https://www.lexjuris.com/LexJuris/tspr2024/lexj2024069.htm#google_vignette
PL-016	Contact Center Award Notification Letter	N/A
PL-017	Telecontacto-Technical-2022 PRMP-MES-Contact Center - 004	N/A

Appendix 8: Acronyms, Abbreviations, and Terms Glossary

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

Table 23: Acronym, Abbreviations, and Terms Glossary

Acronym	Term
ADFAN	Administración de Familias y Niños
AI	Artificial intelligence
ASES	Administration de Seguros de Salud
ASG	Administración de Servicios Generales
AST	Atlantic Standard Time
BAA	Business Associate Agreement
CAP	Corrective Action Plan
CCMS	Call Center Management System
CEF	Conditions for Enhanced Funding
CFR	Code of Federal Regulations
CHIP	Children’s Health Insurance Program
CISA	Certified Information Systems Auditor
CISSP	Certified Information Systems Security Professional
CLIA	Clinical Laboratory Improvement Amendments
CMMI	Capability Maturity Model Integration
CMS	Centers for Medicare & Medicaid Services
CR	Change Request
CRIM	Centro de Recaudación de Ingresos Municipales
CTN	Contact Tracking Number
DDI	Design, Development, and Implementation
DEA	Drug Enforcement Administration

Acronym	Term
DED	Deliverable Expectation Document
DEX	Data Exchange System
DHHS	Department of Health and Human Services
DRBCP	Disaster Recovery and Business Continuity Plan
DUNS	Data Universal Numbering System
E&E	Eligibility and Enrollment
EMS	Emergency Medical Systems
EPLS	Excluded Parties List System
FFATA	Federal Funding Accountability and Transparency Act
FOMB	Fiscal Oversight Management Board
FSRS	FFATA Sub-award Reporting System
FWA	Fraud, Waste, and Abus
GHP	Government Health Plan
HIE	Health Information Exchange
HIPAA	Health Insurance Portability and Accountability Act
ICD	International Classification of Diseases
IVU	Impuesto sobre Ventas y Uso
KPI	Key Performance Indicators
LEIE	List of Excluded Individuals/Entities
LMS	Learning Management System
MAO	Medicare Advantage Organizations
MCO	Managed Care Organizations
MCSIS	Medicaid and Children's Health Insurance Program State Information Sharing System
MES	Medicaid Enterprise System

Acronym	Term
MITA	Medicaid Information Technology Architecture
MMIS	Medicaid Management Information System
MOU	Memorandum of understanding
NIST	National Institute of Standards and Technology
NPPES	National Plan and Provider Enumeration System
OTM	Outcomes Traceability Matrix
PCP	Primary Care Physician
PECOS	Provider Enrollment, Chain and Ownership System
PEP	Provider Enrollment Portal
PgMO	Program Management Office
PHE	Public Health Emergency
PHI	Protected Health Information
PIU	Program Integrity Unit
PMBOK	Project Management Body of Knowledge
PR	Puerto Rico
PRDoH	Puerto Rico Department of Health
PRHIA	Puerto Rico Health Insurance Administration
MES	Medicaid Enterprise System
PRMMIS	Puerto Rico Medicaid Management Information System
PRMP	Puerto Rico Medicaid Program
PROMESA	Puerto Rico Oversight, Management, and Economic Stability Act
PSC	Provider Secure Communications
QA	Quality assurance
QC	Quality control

Acronym	Term
RFP	Request for Proposals
RPO	Recovery point objectives
RTO	Recovery time objectives
RTP	Return to Provider
RUP	Registro Único de Proveedores de Servicios Profesionales
SAM	System of Award Management
SDLC	Software Development Life Cycle
SLA	Service Level Agreements
SMA	State Medicaid Agency
SPM	System, Processing, and Monitoring
SOP	Standard operating procedures
SOW	Scope of Work
SSA	Social Security Administration
SSI	Social Security Income
SURI	Sistema Unificado de Rentas Internas
WBS	Work Breakdown Structure