



GOVERNMENT OF PUERTO RICO

Department of Health
Medicaid Program

Puerto Rico Medicaid Program
Contact Center Request for Proposals

2022-PRMP-MES-ContactCenter-004

May~~April~~ 0218, 2022

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1. Executive Summary

1.1. Purpose of the RFP

The Puerto Rico Department of Health (PRDoH), Medicaid Program (PRMP) issues this Request for Proposals (RFP) to define a request for proposal, detailed response requirements, and minimum contract requirements for selecting a contractor to provide contact center services for beneficiaries and providers.

Through this RFP, 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 PRMP as contractors, subcontractors, or suppliers.

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

1.2. Location

The PRMP central office is located at:

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

1.3. Request for Proposal Timeline

The schedule of events for this RFP is detailed below in Table 1: RFP Schedule of Events. All dates after the Proposal Submission Due Date are anticipatory. PRMP may change this schedule at any time. If PRMP changes the schedule before the technical bid opening, it will do so through an announcement on the PRDoH website (<https://www.salud.gov.pr/CMS/21>), Medicaid website (<https://medicaid.pr.gov/Home/AvisosPublicos/>), or via email from the Solicitation Coordinator.

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

Table 1: RFP Schedule of Events

RFP Released to Public	4/11/2022
Notice of Intent to Respond	4/18/2022
Vendor’s Written Questions Submission Deadline	4/20/2022
Question Responses Posted	4/27 5 /2022

Proposal Submission Due Date	5/11/2022
Technical Bid Opening	5/13/2022
Cost Bid Opening	5/27/2022
Notice of Award	5/31/2022
Contract Award Made.....	To be determined
Early Contract Start	To be determined
Contract Signature and Distribution.....	To be determined

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

2. Background and Overview of Existing Programs and Services

2.1. Puerto Rico Medicaid Program

PRDoH is the State Medicaid Agency (SMA) within the Commonwealth of Puerto Rico. Within PRDoH, PRMP is responsible for the management of the Medicaid Program and the Puerto Rico Medicaid Enterprise System (PRMES), both of which are multi-vendor, multi-agency environments. The Puerto Rico Health Insurance Administration Act (PRHIA) created the Administración de Seguros de Salud (ASES), which has a Memorandum of Understanding (MOU) with PRMP and is responsible for contracting with, and monitoring services provided by, the Managed Care Organizations (MCOs) and other carriers.

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

2.1.1. Beneficiaries

There are over 1.5 million beneficiaries in the Medicaid program, and nearly 300,000 of whom are dually eligible for Medicaid and Medicare. Approximately 1,700 individuals enroll in Medicaid each month. MEDITI3G is PRMP's eligibility determination system used for Medicaid eligibility determination and verification. Contact center agents handle inquiries from beneficiaries about the Medicaid program and eligibility, enrollment, and verification activities. Communications with beneficiaries are primarily accomplished via telephone, chat, and email.

The Puerto Rico HIE (PRHIE) provides a portal that individuals can use to retrieve their health information, communicate with providers, and authorize their health information to be shared with providers. Staff currently provide technical assistance to individuals related to establishing an account and general account maintenance (e.g., password resets, unlocking accounts, etc.) activities.

2.1.2. Providers

PRMP enrolls providers via the PEP and performs the mandatory screenings including provider licensure, restrictions, ownership, controlling interests, disclosures, site visits, and federal background checks. Providers enter their information into the PEP along with required documentation so PRMP can process the information and conduct the required screenings. The application may be returned to the provider for clarification or additional information, approved, or denied according to program requirements. Contact center staff support inquiries from providers about training, the PEP tool, or related enrollment and maintenance activities. Inquiries are primarily received via telephone and email.

Table 2 provides detail on the number of enrolled providers by provider type as of May 2021.

Table 2: Count of Enrolled Providers by Provider Type

Provider Type	Count
Allied Health Professionals (audiologists; chiropractors; nutritionists; optometrists; occupational, physical, and speech therapists)	2,034
Ambulance and Non-Emergency Medical Transport	207
Dentists	1,315
Durable Medical Equipment, Prosthetics and Orthotics	75
Home Health and Hospice	82
Hospital	69
Laboratory and Imaging	1,038
Mental Health Providers	1,368
Pharmacy	1,108
Physicians, Midwives, and Physician Assistants	11,630
Primary/Outpatient Care (Federally Qualified Health Centers [FQHCs], clinics, family planning, urgent care, multidisciplinary groups, vaccination centers)	550
Skilled Nursing and Rehabilitation Facilities	25
Specialty Centers (ambulatory surgery, diagnosis and treatment, dialysis, infusion, wound care)	187
Grand Total	19,688

PRHIE also provides a portal that providers can use to securely access and exchange patient health data from across the healthcare ecosystem. Staff currently provide technical assistance to providers related to establishing an account and general account maintenance (e.g., password resets, unlocking accounts, etc.) activities.

3. General Instructions

3.1. Scope

PRMP seeks to engage a contractor to establish and maintain a contact center locally in Puerto Rico to support inquiries from beneficiaries and providers.

The primary goals of the contact center include:

- Performing as a customer-focused organization that analyzes inquiries and incorporates that feedback into a knowledge base to increase the contact center's value and optimize performance
- Configuring an intellectual framework that defines the contact center's business and directs a service that employs tools and techniques to deliver services that align with PRMP's vision and goals
- Practicing quality hiring, staffing retention, and agent satisfaction to maximize the return on human resource investments
- Ensuring fiscal management of the contact center is supporting PRMP and keeping up with the technology and services in the Medicaid enterprise
- Reporting on key criteria including agent performance, commonly used industry standard metrics, and contact center volume data
- Collecting and measuring contact center performance data to support PRMP outcomes for success

3.2. Contract Duration

PRMP targets a contract start date for the contact center in August 2022; however, an early start date is possible by July 2022. Vendors should be prepared to start in July 2022. The contract is based on two (2) years with three (3) optional one (1)-year extensions (potential for five [5] years total). During the optional years, PRMP may execute contracts for contact service services that span one or multiple months. Contract award is contingent upon the Centers for Medicare & Medicaid Services (CMS) and PRDoH approval of the contract and associated funding over the contract term. PRMP anticipates the need to execute contract amendments up through the close of the contract or up through the time the contract is terminated (whichever is sooner). Each contract amendment would be reflective solely of those costs detailed within the proposal response unless otherwise approved by PRDoH.

3.3. Schedule

The contact center proposal should contain a plan and schedule, containing key milestones, to meeting a July 31, 2022, operational date.

3.4. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the contractor 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 contractor 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.

3.5. RFP Communications

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

2022-PRMP-MES-ContactCenter-004

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

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

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

Only 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 PRMP receives all questions and comments via email, including questions and requests for clarification, no later than the questions submission deadline detailed in **1.3: Request for Proposal Timeline**.

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

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

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

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

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

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

3.6. Vendors Required Review and Waiver of Objections

Each vendor should carefully review this 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 PRMP no later than the Vendor Written Questions Submission Deadline detailed in **1.3: Request for Proposal Timeline**.

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

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

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

3.7. Notice of Intent to Respond

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

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

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response; however, it is helpful to facilitate communications of any 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.

3.8. Proposal Submission

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

3.9. Amendments to the RFP

PRMP, at its sole discretion, may amend this RFP in writing at any time prior to contract award. However, prior to any such amendment, PRMP will consider whether it would negatively impact the ability of potential vendors to meet the submission deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, 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.

3.10. RFP Cancellation

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.

3.11. PRMP Right of Rejection

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

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

3.12. Proposal Submittal and Instructions

3.12.1. Economy of Preparation

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

3.12.2. Incurring Cost

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

3.12.3. Proposal Format

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

The vendor should include the following information in the attachments:

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

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

- As detailed in **5.5 Failure to Meet Mandatory Requirements**, the mandatory requirements must be met by the vendor as a part of the submitted proposal. As detailed in **Attachment E: Mandatory Requirements** and **5.5: Failure to Meet Mandatory**

Requirements, the mandatory requirements must be met by the vendor as a part of the submitted proposal. Failure on the part of the vendor to meet any of the mandatory requirements may result in disqualification of the proposal, at the sole discretion of PRMP. Mandatory requirements are not scored, but are reviewed on a “pass” or “fail” basis.

Vendors are advised to limit marketing statements and positioning to the area(s) of the 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 PRMP’s specifications, should not exceed the page count noted in each Attachment and should overall be limited to the minimum number of pages needed to respond. Vendors must choose a similarly sized typeface (generally 11 point for text and 9 point for tables) for PRMP’s requirements and not utilize smaller than nine-point fonts to work within this page limit restriction. The page limit counts the front and back of each sheet as separate pages. This page limit will not apply to the following RFP components:

- **Attachment C: Vendor Qualifications & Experience**, the following section only:
 - ✓ Section 4: Business Disputes
- **Attachment D: Vendor Organization and Staffing**, the following section only:
 - ✓ Section 3: Resumes and References

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

Vendor responses should be sure to address both sections noted below in Table 3 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

Proposal Section	Response Template/Contents
Technical Proposal	Attachment C: Vendor Qualifications and Experience
Contents:	<ul style="list-style-type: none"> ▪ Organization Overview ▪ Mandatory Qualifications and Language Proficiency ▪ 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 ▪ Key Staff, Resumes, and References
Technical Proposal	Attachment E: Mandatory Requirements
Contents:	<ul style="list-style-type: none"> ▪ Mandatory Requirements Attestation
Technical Proposal	Attachment F: Requirements Traceability Matrix
Contents	<ul style="list-style-type: none"> ▪ Microsoft Excel workbook: Attachment F
Technical Proposal	Attachment G: Response to Statement of Work
Contents	<ul style="list-style-type: none"> ▪ Approach to Systems and Technology ▪ Approach to Operations ▪ Approach to Reporting ▪ Approach to Quality and Training
Technical Proposal	Attachment H: Terms and Conditions Response
Contents	<ul style="list-style-type: none"> ▪ Title Page ▪ RFP Terms and Conditions ▪ Customary Terms and Conditions ▪ Mandatory Requirements and Terms ▪ Commercial Materials ▪ Exceptions (if applicable)

3.12.4. Two-Part Submission

Vendors should submit proposals in two distinct parts: technical and cost. Technical proposals should not contain any cost information relating to the project. Cost proposals should contain all cost information and should be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening. In addition to printed copies of the technical and cost proposals, the vendor should submit two (2) electronic copies of their technical proposal (PDF and Microsoft Excel, as appropriate) and cost proposal (Microsoft Excel). Please submit separate universal serial buses (USBs) or other electronic media for both the technical and cost proposals for a total of four USBs (two [2] technical proposals and two [2] cost proposals). Please submit six (6) printed copies of both the technical and cost proposals and be sure the technical and cost proposals are packaged separately.

Proposals should be submitted to the below mailing address:

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

3.12.5. Response Reference

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

3.13. Changes to Proposals

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

3.14. Withdrawal of Proposals

A vendor may withdraw a submitted response at any time before the submission deadline date and time detailed in **1.3: Request for Proposal 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.

3.15. Multiple Proposals

A vendor must not submit multiple responses in different forms and or scopes and cannot submit separate bids as a principal or subcontractor. If a vendor submits more than one proposal, PRMP has the right to reject the proposals, as outlined in **3.11: PRMP Right of Rejection**.

4. Statement of Work (SOW)

4.1. Services Required

The contractor must perform, at a minimum, all of the requirements outlined in **Attachment F: Requirements Traceability Matrix**. The core services requested by PRMP consist of, but are not limited to, the following:

- Handling inbound inquiries from providers and beneficiaries via phone, email, chat, text, etc.
- Providing outbound campaigns to providers and beneficiaries, as requested by PRMP
- Responding to voicemails, emails, and chats, etc. received from providers and beneficiaries
- Tracking and reporting volume and performance metrics to PRMP

Please refer to **Appendix 1: Contact Center Inquiry Types and Statistics** for more information.

4.2. Required Terms and Conditions

A draft contract is provided in **Appendix 5: Proforma Contract Draft**, and it details PRMP's non-negotiable terms and conditions, including tax requirements with which the contractor must comply in Puerto Rico, as well as:

- Scope of Service
- Contract Period
- Payment Terms

The Proforma contract represents an example of the contract document that the successful vendor must sign. A copy of a draft Business Associate Agreement (BAA) is also included within **Appendix 5: Proforma Contract Draft**.

5. Evaluation of Offers

5.1. Rejection of Offers

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

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

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

5.2. Evaluation Process

Proposals will be evaluated in two (2) parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. After the evaluation of technical proposals, the evaluation committee will identify those proposals with the highest technical scores and will move these proposals forward to the second part of the RFP evaluation, the cost proposal. The number of proposals that the evaluation committee moves forward from technical evaluations to cost evaluations will be relative to the total number of proposals submitted. Those proposals that are not moved forward from technical evaluations will not have their cost proposals scored. The evaluation committee reserves the right to revisit proposals if a technical and/or cost deficiency is discovered during the course of the evaluation.

The vendors that demonstrate they meet all of the mandatory requirements, are selected to move forward to cost evaluations, and the vendor attains the highest overall point score of all vendors shall be awarded the Contract.

5.3. Evaluation Criteria

Proposals will be evaluated based on criteria in the solicitation and information contained in the proposals submitted in response to the solicitation. Proposals will be initially screened to assess whether the proposal meets or exceeds the Mandatory Requirements listed in **Attachment E: Mandatory Requirements**. Proposals passing the initial review will then be eligible to be evaluated and scored across four (4) global criteria, with each receiving a percentage of the overall total (1,000) points. The technical evaluation will be based upon the point allocations designated below for a total of 700 of the 1,000 points. Cost represents 300 of the 1,000 total points.

Table 4: Scoring Allocations

Scoring Area	Points Allocated
Global Criterion 1: Vendor Qualifications and Experience	150 Points Possible
Global Criterion 2: Vendor Organization and Staffing	250 Points Possible
Global Criterion 3: Requirements Traceability Matrix and Approach to Statement of Work	300 Points Possible
Global Criterion 4: Cost Proposal	300 Points Possible
Total Points Possible	1,000 Points

5.4. Clarifications and Corrections

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

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

5.5. Failure to Meet Mandatory Requirements

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

5.6. Technical Bid Opening and Evaluation

At the technical bid opening, PRMP will open and announce the technical proposals received before the bid opening deadline. Once opened, the technical proposals will be provided to the evaluation committee for technical evaluation. The evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to PRMP detailing which proposals should move forward to cost proposal evaluations. Technical proposals will be posted for public inspection after technical and cost evaluations are complete, and the Notice of Award has been posted. See **6.2: Contract Award Process** for additional details.

5.7. Cost Bid Opening and Evaluation

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

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

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

5.8. Requests for More Information

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

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

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

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.

5.9. Reference Checks

PRMP may conduct reference checks to verify and validate the past performance of the vendor and its proposed subcontractors. Refer to Table 10: Vendor References in **Attachment C: Vendor Qualifications and Experience** for the list of vendor references. Refer to Table 10 in **Attachment C: Vendor Qualifications and Experience** for the list of vendor references.

6. Award of Contract

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

6.1. Clarifications and Negotiations

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

6.1.1. Clarifications

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 PRMP's specifications or requirements. PRMP may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by 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

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

6.1.3. Failure to Negotiate

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

6.2. Contract Award Process

The Solicitation Coordinator will submit the proposal evaluation committee determinations and scores to the PRMP Executive Director for consideration along with any other relevant information that might be available and pertinent to the contract award.

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

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

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

The vendor identified as offering the apparent best-ranked response must sign a contract drawn by PRMP pursuant to this RFP. The contract shall be similar to that detailed within **Appendix 5: Proforma Contract Draft**. The vendor must sign the contract by the contract signature deadline detailed in **1.3: Request for Proposal Timeline**. If the vendor fails to provide the signed contract by this deadline, PRMP may determine that the vendor is non-responsive to this RFP and reject the response.

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

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

6.3. Contract Approval and Contract Payments

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

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

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

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

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

6.4. Performance

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

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

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

SLAs and associated 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 contractor 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 contractor immediately notifies PRMP in writing, takes all steps necessary to minimize the effect of such circumstances, and resumes its performance of the services in accordance with the SLAs as soon as possible.

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

7. Attachments

7.1. Attachment A: Cost Proposal

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

The vendor's Cost Proposal should provide sufficiently detailed information to allow PRMP to assess the reasonableness of the vendor's cost. The vendor's Cost Proposal should be inclusive and complete for each area identified in **Attachment A: Cost Proposal – Cost Workbook**. The Cost Proposal should be built assuming that the contact center contract will last two years.

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

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

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

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

1. Title Page

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

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

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

In addition to providing a signature to *number 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. PRMP will hold "confidential" all response information, including both technical and cost information, during the evaluation process, except for the questions and answers before the submittal of proposals. All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded in accordance with the laws of Puerto Rico.
5. The company represented here is an authorized dealer in good standing of the products and services included in this response.
6. The vendor, any subcontracting partners, and its proposed resources are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; are in compliance with the Commonwealth's statutes and rules relating to procurement; and are not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://sam.gov/content/home>.
7. Prior to award, the vendor affirms it will have all current approvals, licenses, or other qualifications needed to conduct business in Puerto Rico.

2. Vendor Information

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

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

2.1 Payment Address

In Table 5 below, the vendor should provide the name, title, and address to which 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 Table 6 below, the vendor should provide the name, title, and address to which PRMP should send legal notices.

Table 6: Legal Notice Information

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

3. Executive Summary

This section should be a brief (one [1] to three [3] page) summary of the key aspects of the vendor's Technical Proposal. The Executive Summary should include an overview of the vendor's qualifications, approach to delivering the 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 PRMP.

<Response>

4. Subcontractor Letters (If Applicable)

If applicable, for each proposed subcontractor the vendor should attach to **Attachment B: Title Page, Executive Summary, Subcontractor Letters, and Table of Contents** a letter from the subcontractor, signed in blue ink by an authorized signatory legally binding the subcontractor, which includes the following information:

- The subcontractor's legal status, federal tax identification number, DUNS number, and principal place of business address.

- The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations.
- A description of the work the subcontractor will perform.
- A statement of the subcontractor's commitment to performing the work if the vendor is selected.
- A statement that the subcontractor has read and understands the RFP, and will comply with the requirements of the RFP.
- A statement that the subcontractor will maintain any permits, licenses, and certifications requirements to perform its portion of the work.

<Response>

5. Table of Contents

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

<Response>

6. Disclosure of Response Contents

All vendors, selected for negotiation by PRMP, will be given equivalent information concerning cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, PRMP may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual vendor pricing. During target price negotiations, vendors are not obligated to reduce their pricing to target prices, but no vendor is allowed to increase prices.

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

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

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

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

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

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

7.3. Attachment C: Vendor Qualifications and Experience

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

1. Organization Overview

This section of the vendor's Technical Proposal should include details of the vendor and subcontractor overview. The vendor's Technical Proposal should include: organization overview, corporate background, vendor's experience in the public sector, and certifications.

1.1 Organization Overview

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

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

Table 72: 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	<Response>
Locations in the United States	<Response>

1.2 Subcontractor Overview (If Applicable)

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

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

Table 8: Subcontractor Overview

Subcontractor Overview	
Company Name	<Response>
Name of Parent Company (if applicable)	<Response>
Industry – North American Industry Classification System (NAICS)	<Response>
Type of Legal Entity	<Response>
Company Ownership (e.g., Private/Public, Joint Venture)	<Response>
Number of Full-Time Employees	<Response>
Last Fiscal Year Company Revenue	<Response>
Last Fiscal Year Company Net Income	<Response>
Percentage of Revenue from State and Local Government Clients in the United States and its territories	<Response>
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	<Response>
Locations in the United States	<Response>

2. Mandatory Qualifications

This section details the mandatory qualifications. The vendor must complete this section to demonstrate that it has the experience needed to meet the requirements in this RFP. Table 9 below, lists each mandatory qualification, the vendor must note whether it meets the qualification and provide narrative demonstrating fulfillment of the requirement. The vendor must list each relevant experience separately and completely every time it is referenced.

Table 9: Mandatory Qualifications

Mandatory Qualification Item(s)	Vendor Meets?		Provide A Brief Narrative to Demonstrate Fulfillment of Requirement
	YES	NO	
The vendor must have at least three (3) years of experience in establishing and maintaining a contact center of similar size, scope, and complexity as described in this RFP.	YES	NO	<Response>
The vendor must demonstrate at least three (3) years' experience in Medicaid, Medicare, and/or other federally regulated operations (e.g., CMS, Internal Revenue Services [IRS], FCC).	YES	NO	<Response>
The vendor must include at least three (3) references from clients within the last three (3) years that demonstrate the vendor's ability to perform the scope of work described in this RFP.	YES	NO	<Response>

3. Existing Business Relationships with Puerto Rico

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

<Response>

4. Business Disputes

Provide details of any disciplinary actions and denote any that are pending litigation or Terminated for Cause or Convenience and associated reasons. Also, denote any other administrative actions taken by any jurisdiction or person against the vendor. List and

summarize all judicial or administrative proceedings involving your sourcing activities, claims of unlawful employment discrimination, and anti-trust suits in which you have been a party within the last five (5) years. If the vendor is a subsidiary, submit information for all parent companies. If the vendor uses subcontractors, associated companies, or consultants that will be involved in any phase of this project, each of these entities will submit this information as part of the response.

<Response>

5. References

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

5.1 Vendor (Prime) References Form

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

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

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

Table 10: 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 Information				
Vendor's Involvement:				
Key Personnel				
Name: (Add more rows as needed)		Role: (Add more rows as needed)		
Name: (Add more rows as needed)		Role: (Add more rows as needed)		
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:				
Estimated Start & Completion Dates:	From:		To:	
Actual Start & Completion Dates:	From:		To:	
Reason(s) for the difference between Estimated and Actual dates:				
If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities:				

5.2 Subcontractor References (If Applicable)

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

Table 11: 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:				
Vendor's Involvement:				
Key Personnel				
Name: (Add more rows as needed)		Role: (Add more rows as needed)		
Name: (Add more rows as needed)		Role: (Add more rows as needed)		
Project Measurements:				
Estimated one-time costs:		Actual one-time costs:		
Reason(s) for change in one-time cost:				
Original Value of Vendor's Contract:		Actual Total Contract Value:		
Reason(s) for change in value:				
Estimated Start & Completion Dates:	From:		To:	
Actual Start & Completion Dates:	From:		To:	

Subcontractor Information

Reason(s) for the difference between Estimated and Actual dates:

If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities:

7.4. Attachment D: Vendor Organization and Staffing

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

Instructions: Staffing strategies are to be employed by the vendor to help ensure all requirements and service levels are met to the satisfaction of PRMP. The evaluation of the vendor's staffing approach shall be based on the ability of the vendor to satisfy the requirements stated in this 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 25 pages, excluding key personnel resumes and the forms provided in this attachment.

1. Initial Staffing Plan

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

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

<Response>

2. Key Staff, Resumes, and References

Key staff consist of the vendor's core management team for this engagement. These resources are responsible for providing leadership and creating the standards and processes required for the contact center. 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 contractor's success.

These roles that PRMP expects the vendor to propose are:

Key Staff

- Account Manager
- Contact Center Manager
- Training Manager
- Quality Manager

3.1 Resumes

PRMP considers the key staff resumes as an indicator of the vendor's understanding of the skill sets required for each staffing area and their ability to perform them. The vendor should complete the table below and include resumes of all the individuals who are being initially proposed. Each resume must not exceed three (3) pages and must demonstrate experience relevant to the position proposed. If applicable, resumes should include work 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 3-page limit.

Table 12: Proposed Key Staff and Roles

Name	Proposed Role	Experience in Proposed Role

<Response>

7.5. Attachment E: Mandatory Requirements

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

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

1. The vendor must provide the right of access to systems, facilities, data, and documentation to PRMP or its designee to conduct audits and inspections as is necessary.
2. The vendor agrees to relinquish any published toll-free telephone numbers established for Medicaid support.
3. The vendor must support PRMP’s requests for information in response to activities including, but not limited to:
 - a. Compliance audits
 - b. Investigations
 - c. Legislative requests
4. 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.
5. The vendor must agree to comply with current and future PRMP and federal regulations as is necessary to support the services outlined in this RFP.
6. The vendor must help ensure that all applications inclusive of internet, intranet, and extranet applications associated with this contract are compliant with Section 508 of the Rehabilitation Act of 1973, as amended by 29 United States Code (U.S.C.) §794d, and 36 Code of Federal Regulation (CFR) 1194.21 and 36 CFR 1194.22.
7. The vendor must perform according to approved SLAs and identified KPIs with associated metrics in the areas listed in Appendix 2: Service-Level Agreements and Performance Standards.
8. 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)

9. The vendor must comply with federal Executive Order 11246 related to Equal Employment Opportunity Act, the Clean Air Act, and the Clean Water Act.
10. The vendor must establish and maintain the contact center in Puerto Rico.
11. The vendor must serve as a trusted partner to PRMP and represent PRMP's interests in all activities performed under the resulting contract.
12. The vendor must, at a minimum, include the standard invoice package contents for PRMP, including, but not limited to:
 - a. An authorized representative of the contracted party must sign an itemized description of services rendered for the invoice period. Additionally, the vendor must include a written certification stating that no officer or employee of PRMP, its subsidiaries, or affiliates, will derive or obtain any benefit or profit of any kind from this vendor's contract. Invoices that do not include this certification will not be paid
 - b. Provide PRMP with a list of all services completed within an invoice period, as well as evidence that the PRMP has accepted and approved the work
 - c. Provide PRMP with three (3) physical and one (1) electronic invoice packages in support of the PRMP's review and approval of each invoice
 - i. Invoice Package #1 – Original Signature
 - ii. Invoice Packages #2 - #3 – Hard Copy
 - iii. Invoice Package #4 – Electronic
13. The vendor must provide increased staffing levels if requirements, timelines, quality, or other standards are not being met, based solely on the discretion of and without additional cost to PRMP. In making this determination, PRMP will evaluate whether the vendor is meeting service levels as defined in the Contract.
14. The vendor must agree that PRMP retains ownership of all data, procedures, applications, licenses, and materials procured or developed during the contract period, when applicable.
15. The vendor must provide evidence that staff have completed all necessary forms prior to executing work for the contract.
16. The vendor staff must not have the capability to access, edit, and share personal information data, with unauthorized staff, including but not limited to:
 - a. Protected Health Information (PHI)
 - b. Personally Identifiable Information (PII)
 - c. Financial Transaction Information
 - d. Federal Tax Information (FTI)
 - e. Social Security Administration (SSA) data including, but not limited to: family, friends, and acquaintance information

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

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

7.6. Attachment F: Requirements Traceability Matrix

Instructions: Attachment F: Requirements Traceability Matrix is a Microsoft Excel spreadsheet that details the items PRMP has identified as integral toward the delivery of services. Vendors should follow the instructions provided in the Microsoft Excel document for completing and submitting this document.

Vendors are also expected to provide their detailed responses for each requirement utilizing **Attachment G: Response to Statement of Work**.

7.7. Attachment G: Response to Statement of Work

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

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

Vendors

1. Approach to Systems and Technology

Describe the vendor's approach to providing the systems and technology needed for the contact center and meeting the requirements as described in **Attachment F: Requirements Traceability Matrix** of this RFP.

<Response>

2. Approach to Operations

Describe the vendor's approach to performing these services and meeting the requirements as described in **Attachment F: Requirements Traceability Matrix** of this RFP.

<Response>

3. Approach to Reporting

Describe the vendor's approach to performing these services meeting the requirements as described in **Attachment F: Requirements Traceability Matrix** of this RFP.

<Response>

4. Approach to Quality and Training

Describe the vendor's approach to performing these services and meeting the requirements as described in **Attachment F: Requirements Traceability Matrix** of this RFP.

<Response>

7.8. Attachment H: Terms and Conditions Response

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

1. Title Page

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

2. RFP Terms and Conditions

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

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

a. Printed Name / Signature of Authorized Personnel

b. Date

3. Customary Terms and Conditions

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

- **Appendix 2: Service-Level Agreements and Performance Standards**
- **Appendix 5: Proforma Contract Draft *inclusive of Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement***

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

Printed Name / Signature of Authorized Personnel

Date

If the vendor is NOT taking exceptions to any of PRMP Customary Terms and Conditions, then the vendor needs to provide a binding signature stipulating its acceptance of these documents. If the vendor is taking exceptions to any of PRMP Customary Terms and Conditions, then the vendor should write 'Taking Exceptions' on the line below and should follow the instructions for taking exceptions, as listed in Attachment H: 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 Requirements**
- Prior to the vendor submission of their proposal, the vendor must be registered with the “Registro Único de Proveedores de Servicios Profesionales” (RUP) from the Puerto Rico General Services Administration (ASG) and with the Puerto Rico Treasury Department (Hacienda) for the collection of sales and use tax (IVU) as a provider (if applicable) in the Unified System of Internal Revenue (SURI). PRMP shall not award a contract, unless the vendor provides proof of such registration or provides documentation from the Puerto Rico Treasury Department that the contractor is exempt from this registration requirement in the SURI system. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For more information, please refer to the PR Treasury Department’s web site <http://www.hacienda.pr.gov>
- Prior to the Contract resulting from this 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 coverages meeting minimum requirements as specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination. A list of the Insurance policies that may be included in this Contract are provided in **Appendix 5: Proforma Contract Draft**.
- A performance bond may be required for the contract resulting from this RFP.
- **Appendix 2: Service-Level Agreements and Performance Standards**
- **Appendix 5: Proforma Contract Draft** inclusive of HIPAA Business Associate Agreement

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

Please provide an authorized signature stipulating the vendor’s acknowledgment, understanding, and acceptance of the Mandatory Requirements and Terms stipulated in this section.

Printed Name / Signature of Authorized Personnel

Date

5. Commercial Materials

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

<Response>

6. Exceptions

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

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

Instructions: Identify and explain any exceptions to PRMP’s terms and conditions using the tables provided below, adding tables, as needed. If no changes are listed, the vendor is indicating that no changes to the Terms and Conditions are proposed and that the vendor intends to accept them as written if the vendor’s Proposal is selected. Mandatory Requirements and Terms noted in this 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 PRMP statutes and regulations is prohibited.
- PRMP has no obligation to accept any exception(s).

6.1 Exception #1 – <Insert Title of Provision>

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

6.2 Exception #2 – <Insert Title of Provision>

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

8. Appendices

8.1. Appendix 1: Contact Center Inquiry Types and Statistics

8.1.1. Beneficiary

Table 13 provides a list of the type of inquiries that the contact center contractor might be required to handle for beneficiaries. The table also includes the system that PRMP will provide access to and complexity level for handling each inquiry.

Table 13: Beneficiary Inquiries

System	Inquiry Type	Category	Complexity
MEDITI3G	Portal navigation	Eligibility and Enrollment	Moderate
MEDITI3G	Application submission	Eligibility and Enrollment	Moderate
MEDITI3G	Application and/or eligibility status	Eligibility and Enrollment	Low
MEDITIG3	Scheduling/rescheduling appointments to be evaluated by PRMP for Medicaid	Eligibility and Enrollment	Moderate
To be determined	Report of possible fraud	Maintenance	Moderate
MEDITIG3	Attachments/documentation required for verification	Eligibility and Enrollment	Moderate
MEDITIG3	Letters/notifications	Eligibility and Enrollment	Moderate
MEDITIG3	Beneficiary information updates (e.g., address change, name change, etc.)	Maintenance	Low
MEDITIG3	Change of circumstance (e.g., add/remove a household member, income change, etc.)	Eligibility and Enrollment	Low
Not applicable	Change in MCO	Maintenance	Low
Not applicable	Medicaid program information (e.g., benefit coverage, copays and co-insurances, etc.)	Policies	High
HIE	Account registration	Technical	Low
HIE	Account management (e.g., password resets)	Technical	Low
HIE	Portal assistance	Technical	Moderate
HIE	Opt-in/Opt-out	Policies	Moderate

Beneficiary Contact Center Statistics

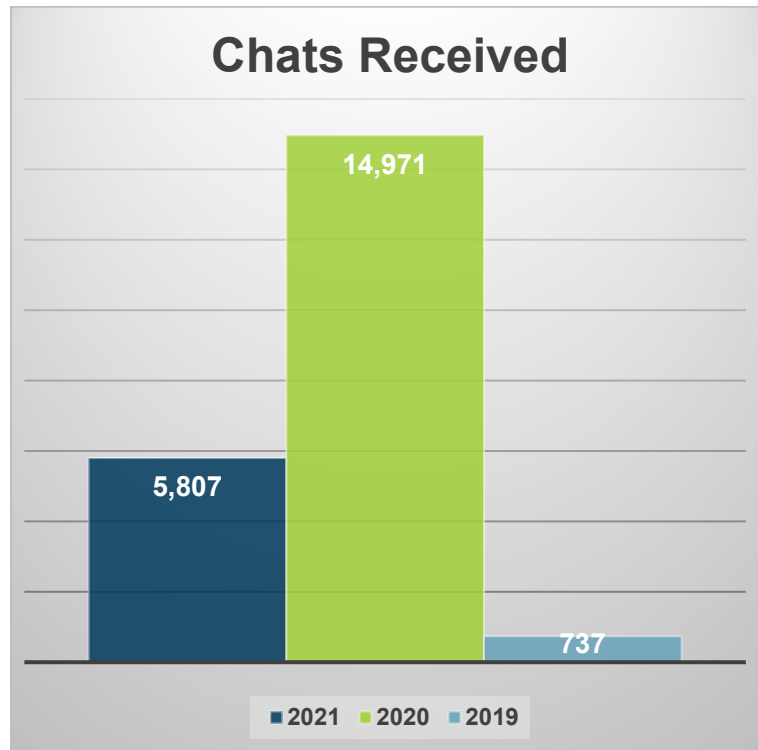
Figure 1 provides statistics on the total number of calls received from beneficiaries and average handle time for the past four years.

Figure 1: Beneficiary Call Statistics

	2018	2019	2020	2021
Calls Received	1,252,994	1,729,277	1,095,511	680,724
Average Handle Time	3:38	3:20	4:40	4:49

Figure 2 provides statistics on the table number of chats received from beneficiaries over the past three years.

Figure 2: Beneficiary Chat Statistics



8.1.2. Provider

Table 14 provides a list of the type of inquiries that the contact center contractor might be required to handle for providers. The table also includes the system that PRMP will provide access to and complexity level for handling each inquiry.

Table 14: Provider Inquiries

System	Inquiry Type	Category	Complexity
Learning Management System (LMS)	User account registration	Technical	Low
LMS	Accessing information	Training	Low
LMS	Computer-Based Training (CBT) navigation questions	Training	Low
PEP	Medicaid website navigation <ul style="list-style-type: none"> • PEP, Provider Secure Communication (PSC), LMS & Look-up Tool access • Verification lists • Formularies • Policies 	Technical	Moderate
PEP	Application submission	Provider Enrollment	Moderate
PEP	Application status	Provider Enrollment	Low
PEP	Enrollment	Provider Enrollment	Moderate
PEP	Attachments/documentation	Provider Enrollment	Moderate
PEP	Account registration	Technical	Low
PEP	Account management (e.g., password resets)	Technical	Low
PEP	Application tracking number request	Technical	Low
PEP	System letters/notifications	Provider Enrollment	Moderate
PEP	Fee payment	Provider Enrollment	Moderate
PEP	Revalidation	Policies	High
To be determined	Fingerprint and federal background check process	Provider Enrollment	Moderate
To be determined	Local background check process	Provider Enrollment	Moderate
PEP/MMIS	Effective dating	Provider Enrollment	Moderate
PEP/CCMS	Site visits	Provider Enrollment	Moderate
PSC	Account registration	Technical	Low
PSC	Account management (e.g., password resets)	Technical	Low

System	Inquiry Type	Category	Complexity
PSC	Account delegation	Technical	High
PSC	Welcome letters	Technical	Low
PSC	Provider change request form management: <ul style="list-style-type: none"> Administrative changes in PSC account Add providers to groups (provider associations) and vice-versa Document uploads (e.g., provider documentation, such as licenses, surety bonds, etc.) Others 	Maintenance	High
Look-up Tool	Account registration	Technical	Moderate
Look-up Tool	Portal navigation	Technical	Moderate
Look-up Tool	Reports	Technical	Moderate
MMIS	Provider enrollment status	Maintenance	Low
MMIS	Old records terminated in error	Maintenance	High
Not applicable	Enrollment policy, including Operating Prescribing and Referring (OPR), Out-of-State (OOS), rendering providers, etc.	Policies	High
Not applicable	National Provider Identifier (NPI) requirements	Policies	High
Not applicable	Appeal process	Policies	High
HIE	Account registration	Technical	Low
HIE	Account maintenance (e.g., password resets)	Technical	Low
HIE	Portal navigation	Technical	High
Not applicable	HIE program participation process	Policies	High

Provider Contact Center Statistics

Figure 3 and Figure 4 provide statistics on the total number of calls received from providers for 2020 and 2021.

Figure 3: Provider Call Statistics for 2020

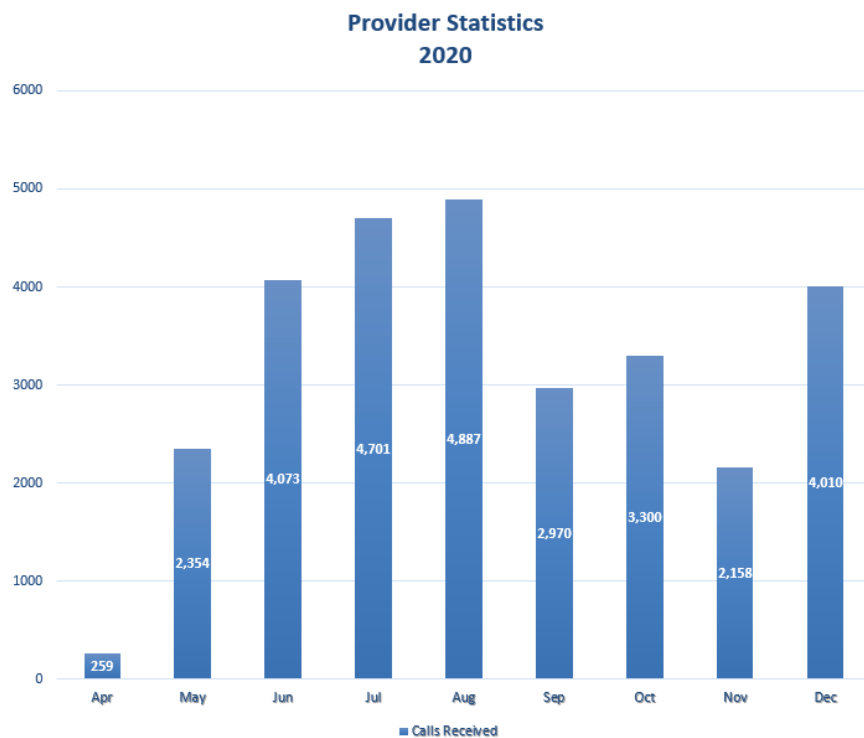
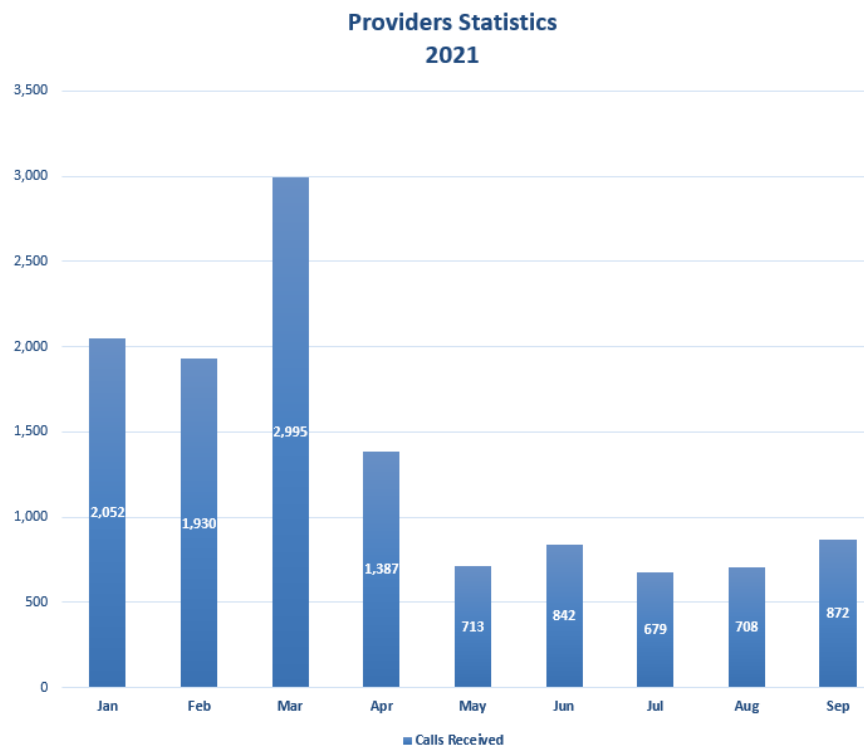


Figure 4: Provider Call Statistics for 2021



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

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

SLAs and associated KPIs may be added or adjusted by mutual agreement during the term of the Contract to align with business objectives, organizational objectives, and technological changes. The contractor 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 contractor immediately notifies PRMP in writing, takes all steps necessary to minimize the effect of such circumstances, and resumes its performance of the services in accordance with the SLAs as soon as possible.

The contractor should deduct any amount due as a result of the SLAs from their future payments, and those deductions should be made from the invoice total dollar amount. Each invoice should also be accompanied by an SLA Report detailing those SLAs that were triggered within the invoice period. Each invoice should detail the total invoice amount, the amount deducted due to the associated contract remedy, and the final invoice amount less the contract remedy. **PRMP reserves the right to seek any other remedies under the Contract.**

1. SLAs AND PERFORMANCE STANDARDS

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

2. CORRECTIVE ACTION PLAN (CAP)

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

1. Deficient SLA(s)
2. A full description of the issue
3. A root-cause analysis

4. Impact of the issue and related risks
5. The resolution, including any failed solutions implemented before the resolution
6. The proposed corrective action to avoid missing the SLA in the future

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

3. PERFORMANCE STANDARDS

PRMP will monitor the vendor's performance based on the contractor's reported performance against each SLA. Each SLA presented in this RFP establishes the performance level expected by PRMP in a given area. KPIs are identified within each SLA and are to be measured and reported each month by the contractor. Timely performance reports must be provided in the format agreed upon with PRMP, and received electronically no later than end of business on the 10th day of the month for the prior month's performance. PRMP will administer a fee of \$100 per day late of required reports for SLAs and performance.

The contractor shall agree that failure to perform in accordance with established SLAs results in a loss to PRMP. If the contractor fails to meet the SLAs and associated KPIs, PRMP reserves the right to administer a monthly payment deduction up to 10 percent (10%) of the monthly invoice amount based on prior month performance violation/s, as reported timely by the vendor and confirmed by PRMP.~~PRMP may reduce the contractor's monthly payment by a percentage of the total monthly invoice as identified in each SLA.~~ PRMP, in its sole discretion, will decide to enforce the associated ~~contract remedies/liquidated damages~~. If PRMP chooses to not enforce ~~remedies-liquidated damages~~ at any given time, it does NOT set precedence for future enforcement actions, does NOT limit PRMP's enforcement authority in any way, and does NOT imply acceptance or approval of performance below the agreed level.

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

Any of the vendors that submitted a responsive proposal to 2022-PRMP-MES-ContactCenter-004 will have the opportunity to challenge or appeal the award that results from the RFP and evaluation process.

To file an application for review according to 3 L.P.R.A Section 9672, the vendor must fill out and submit this form within twenty (20) days of the Notice of Award as established in 1.3: Request for Proposal Timeline. If the form is not received on the period established in 1.3: Request for Proposal 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 2022-PRMP-MES-ContactCenter-004

Vendor's Legal Name

I _____ representing _____ company

hereby submit an application for review of 2022-PRMP-MES-ContactCenter-004 to _____ (awarded entity) due to the following reasons:

Please explain and detail the reasons below:

Representative Signature: _____

Date: _____

8.4. Appendix 4: Disclosure of Lobbying Activities (Vendor Only)

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

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

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

8.5. Appendix 5: Proforma Contract Draft

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

COMMONWEALTH OF PUERTO RICO

DEPARTMENT OF HEALTH

SAN JUAN, PUERTO RICO

**PROFESSIONAL SERVICES CONTRACT FOR THE PUERTO RICO MEDICAID PROGRAM
FOR THE PROVISION OF OPERATIONS SERVICES OF THE CONTACT CENTER**

APPEARING

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

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

NOW THEREFORE, pursuant to Act 81 of March 14, 1912, as amended, Circular Letter Number 07-93, issued on March 8, 1993, and the Administrative Bulletin No. OE-1991-24 issued on June

18, 1991 as amended by Administrative Bulletin No. OE-1992-52 issued on August 28, 1992, **BOTH PARTIES** agree as follows:

WITNESSETH

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

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

CLAUSES AND CONDITIONS

1. SERVICES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or for professional responsibility insurance policy. Nevertheless, the **FIRST PARTY** will make all discounts and allocations for Federal Social Security required by the Federal Internal Revenue Service Office, but **BOTH PARTIES** accept and acknowledge that with these discounts and allocations, no employer/employee relationship is established between the parties.

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

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

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

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

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

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

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

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

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

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

13. RESOLUTION AND TERMINATION:

A. General Terms

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

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

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

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

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

1. The infringement or infringements by the **SECOND PARTY** of Act No. 1 of January 3, 2012, as amended, known as the "Puerto Rico Government Ethics Act", as amended.
2. The **SECOND PARTY'S** uncured material breach of its responsibilities, or the abandonment of its material responsibilities as set forth in **CLAUSE ELEVENTH: MATERIAL BREACH OF OBLIGATIONS OR ABANDONNEMENT**.
3. The non-compliance by the **SECOND PARTY** of the regulations and procedures established by the **FIRST PARTY** communicated in writing and with reasonable advance notice to the **SECOND PARTY**.
4. The conviction or the determination of probable cause against the **SECOND PARTY** for the commission of a crime or offense against the public treasury or government administration or that involves public funds or properties, be it in the federal or state levels.
5. If the **SECOND PARTY** incurs and acts as described in **CLAUSE TWENTY THIRD** of this contract.
6. If the **SECOND PARTY** is accused, administratively or criminally, or convicted, of the fraudulent acquisition of any credentials.
7. If the **SECOND PARTY** loses its professional license or does not maintain its professional license up to date.
8. Cancellation of the professional liability policy of the **SECOND PARTY**, described in **CLAUSE TWENTY NINTH** of this contract.
9. If the **SECOND PARTY** violates HIPAA requirements as defined in **CLAUSE THIRTEENTH** of this contract.
10. The Secretary of the Interior shall have the power to terminate this contract at any time.
11. The breach of any of the established policies by the Financial Oversight and Management Board related to contractual relations with the Government of Puerto Rico and its instrumentalities, applicable to the **SECOND PARTY**. (FOMB POLICY: REVIEW OF CONTRACTS of November 6, 2017, modified on April 30, 2021).
12. The breach with the provisions of Executive Order OE2021-029 of April 27, 2021 or any subsequent amendment to it when applicable

Furthermore, the Governor's Chief of Staff will have the power to terminate this contract at any moment during its term. However, in the case of an immediate termination, reimbursement of wind-down costs (such costs are subject to the **FIRST PARTY'S** approval) incurred by the **SECOND PARTY** as detailed in **Appendix A** shall be payable.

It is expressly agreed upon, that the **SECOND PARTY** shall complete any work pending at the time of resolution without the **FIRST PARTY** being obligated to pay or additionally compensate the **SECOND PARTY** beyond amounts due for the Deliverables received and accepted by the **FIRST PARTY**.

B. Termination Assistance

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

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

1. Stop work under the Contract on the date, and to the extent, specified in the notice.
2. Within seven (7) calendar days deliver copies of all subcontracts and all third-party contracts executed in connection with the performance of the Services.
3. Within seven (7) calendar days, provide the list of services provided by subcontractors in connection with the performance of the Service including the names of the subcontractors.
4. Place no further orders or subcontracts for Services, except as may be necessary for completion of such portion of the work under the Contract that is not terminated as specified in writing by the **FIRST PARTY**.
5. Assign, to the extent applicable or as the **FIRST PARTY** may require, all subcontracts and all third-party contracts executed in connection with the performance of the Services to the **FIRST PARTY** and/or a successor provider. Should any subcontractor or third-party require an assignment fee, the **FIRST PARTY** agrees to pay such fee to the subcontractor or third-party
6. Perform, as the **FIRST PARTY** may require, such knowledge transfer and other services as are required to allow the Services to continue without interruption or adverse effect and to facilitate orderly migration and transfer of the services to the successor.
7. Promptly supply all materials necessary for continued operation of the System, including:
 - a. Computer programs
 - b. Data files
 - c. User and operations manuals

- d. System and program documentation
 - e. Training programs related to the operation and maintenance of the System [42 CFR 434.10 (b) & SMM 2082.2]
8. Take such action as may be necessary, or as the **FIRST PARTY** may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the **SECOND PARTY** and in which the **FIRST PARTY** has or may acquire an interest, and to transfer that property to the **FIRST PARTY** or a successor.
 9. Cooperate with the successor **SECOND PARTY**, other contractors, and the **FIRST PARTY** in the planning and transfer of operations.

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

C. Transition Services

The **SECOND PARTY** shall provide assistance in turning over some or all artifacts, roles and processes to the **FIRST PARTY** and/or to another contractor. This section describes the facets of turnover planning and activities that are to start six (6) months preceding contract termination or upon request. Turnover must be smooth, timely, and without adverse impact on Providers, Medicaid beneficiaries and users. The **SECOND PARTY** shall provide a Turnover Results Report that documents completion and results of each step of the Turnover and Closeout Management Plan.

C.1 Turnover and Closeout Management Plan

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

- i. Transition Approach;
- ii. Staffing;

- iii. Tasks;
- iv. Schedule; and
- v. Operational documentation and work artifacts.

The Turnover and Closeout Management Plan will include:

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

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

C.2 Statement of Resources

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

C.4 Transition Deliverables

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

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

14. MONETARY INTEREST:

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

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

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

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

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

15. INTERPRETATION: This contract will always be subject to the Laws and Regulations of the Commonwealth of Puerto Rico and will be interpreted accordingly. If any of the clauses, paragraphs, sentences, words or parts of this contract is declared invalid or unconstitutional by a court of law, the remaining provisions, paragraphs, sentences, words or parts of this contract shall

continue in effect to ensure the intent of the contracting parties, which may be interpreted in accordance with the applicable provisions of the Civil Code of Puerto Rico and the laws governing the contracting parties with the Commonwealth of Puerto Rico.

16. FORMER GOVERNMENT EMPLOYEES:

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

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

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

_____ The **SECOND PARTY** certifies that not more than two (2) years have passed from the termination of the functions of one or some of its officers, directors and/or partners as public servants, nevertheless *ad honorem* services were being rendered according to the provisions of Section 4.6 of the Governmental Ethics Act, Act Number 1 of January 3, 2012.

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

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

17. CRIMES AGAINST THE PUBLIC TREASURY:

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

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

The **SECOND PARTY** certifies that ten (10) years prior to the formalization of this contract, it has not been involved in the commission of any crime against the public treasury, the public faith and duty, or one that involves public property or funds, whether state or federal.

18. CONFIDENTIALITY: The **SECOND PARTY** agrees to maintain in strict confidentiality and shall not make public all the **SECOND PARTY'S** disclosed information related to the services to be rendered under this contract.

19. AUDITS: The **SECOND PARTY** agrees to make viable any audits that the **FIRST PARTY** and/or the Office of the Comptroller of Puerto Rico may deem necessary and, accordingly, it must:

1. Maintain available for examination by the **FIRST PARTY** or the Office of the Comptroller of Puerto Rico at all times, all files, documents, books and data pertaining to all matters covered by this contract.

2. Preserve all files and any other document pertaining to this contract for a period of six (6) years after the expiration of this contract. If an audit has been started and it has not been completed at the end of the six (6) years, the files must be preserved until the final results of the audit are issued.

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

21. INSURANCE POLICIES:

The **SECOND PARTY** will maintain in force during the period of this Agreement the following insurance policies:

1. Commercial General Insurance with limits non less than \$1,000,000.00.

2. Commercial Auto Liability with limits non less than \$500,000.00 and the following forms: Non-Owned Autos, Hired Autos.

3. Professional Liability Insurance with limits non less than \$500,000.00.

The policies must have the following endorsements:

- Naming the **DEPARTMENT OF HEALTH** of Puerto Rico, as an additional insured.

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

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

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

23. INCOME TAX CERTIFICATION:

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

OR

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

OR

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

AND

The **SECOND PARTY** shall submit, in original format, a Department of the Treasury’s Income Tax Return Filing Certification, Form SC 6088, if pertinent, a Manual Correction to the Income Tax Return Filing Certification (Form SC 2888) and Tax Return Filing Certification (Form SC 6096), and the Center for Municipal Revenue Collection (CRIM) Certification of Property Tax Payment. In the event the **SECOND PARTY** does not own property, and does not pay property

taxes, the **SECOND PARTY** shall submit a sworn statement, pursuant to the requirements of terms on Circular Letter 1300-16-16 of the Department of the Treasury, and a Debt Certification for all concepts that are part of this contract.

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

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

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

24. CERTIFICATION OF SALES AND USE TAX - SUT:

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

OR

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

OR

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

OR

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

AND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ Unemployment Insurance

_____ Temporary Disability

_____ Chauffeur's Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Maintain systems that protect PHI, either through physical or electronic means, from unauthorized access and maintain compliance with the HIPAA electronic security rules, including but not limited to, electronic risk analysis.

2. Previous written request to the **FIRST PARTY**, to allow access to the PHI owner individual to his/her health information, in compliance with the **FIRST PARTY'S** policies that only the minimum necessary information be disclosed with any PHI request.

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

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

5. Require that any sub-contractor or agent follow the restrictions and conditions that are applicable to the **FIRST PARTY** in the management of PHI, including electronic medical information. The **SECOND PARTY** shall, upon request from the **FIRST PARTY**, share the flow-down process undertaken with contractors in the management of PHI.

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

7. Make available for inspection by Department of Health and Human Services (DHHS) personnel its internal practices, books and records related to the use and disclosure of PHI received from the **FIRST PARTY**.

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

9. The **SECOND PARTY** will be responsible for maintaining the security and integrity of the **FIRST PARTY'S** patients, in particular the information that is shared through mobile electronic devices. Therefore, the **SECOND PARTY** shall be obligated to comply with the following requirements:

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

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

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

i. Cell phones

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

E. The **SECOND PARTY** shall be responsible for the requirements listed in subpart C of 45 C.F.R. § 164 relative to compliance with electronic PHI (ePHI). The **SECOND PARTY** shall immediately inform the **FIRST PARTY** as soon as it has knowledge regarding the use or disclosure of any electronic security incident where the PHI of program participants may be compromised as required by 45 C.F.R. § 164.410. Any expense generated because of the violation of PHI or ePHI management requirements shall be the responsibility of the **SECOND PARTY**.

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

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

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

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

31. PUBLIC POLICY COMPLIANCE: If the **SECOND PARTY** incurs in any conduct that contravenes with legislation and/or Public Policy for the protection and prohibition of Sexual

Harassment, Discrimination of Any Kind, Use and/or Abuse of Controlled Substances, this contract shall be deemed terminated immediately.

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

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

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

35. SUBCONTRACTING:

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

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

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

The **SECOND PARTY** agrees to provide all necessary documentation and to provide the **FIRST PARTY** evidence of having the Data Universal Numbering System (D-U-N-S) number. In addition, the **SECOND PARTY** must be registered and have an active account in the System for Award Management (SAM). After receiving the aforementioned information, the First Party will register

the **SECOND PARTY** in the FFATA Sub-award Reporting System (FSRS) in order to comply with the Federal Funding Accountability and Transparency Act (FFATA).

37. OTHER PROVISIONS:

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

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

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

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

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

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

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

- The information included in Appendix C of the **FOMB** (Contractor Certification Requirement) is complete, accurate and correct. When applicable, the information

provided shall include, the name of every principal (individuals and/or entities with full authority to act on behalf of the **SECOND PARTY**) and principal interested party (individuals or entities with a property or membership interest, equal or higher than ten percent (10%)), including **SECOND PARTY'S** subcontractors.

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

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

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

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

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

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

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

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

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

In San Juan, Puerto Rico, today _____, 2022.

SECOND PARTY

FIRST PARTY

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

CERTIFICATION

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

Proforma Contract Appendix B

Business Associate Agreement

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

BUSINESS ASSOCIATE AGREEMENT

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

RECITALS:

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

WHEREAS, Covered Entity desires to disclose PHI to Business Associate and/or allow others to disclose PHI to Business Associate, on Covered Entity’s behalf, to perform functions or activities on behalf of, and/or provide services as described in the Transaction Document to Covered Entity; and¹⁶⁴

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

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

I. Definitions

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

- (a) Breach. “Breach” shall have the same meaning as the term “Breach” as defined in 45 CFR 164.402.
- (b) Business Associate. “Business Associate” shall have the same meaning as the term “Business Associate” in 45 CFR 160.103 and, as used in this Agreement, refers to Business Associate in its capacity as an entity that creates, receives, maintains, or transmits Protected Health Information in providing services to a Covered Entity.
- (c) Covered Entity. “Covered Entity” shall have the same meaning as the term “Covered Entity” in 45 CFR 160.103 and, as used in this Agreement, refers to the Covered Entity identified above.
- (d) Individual. “Individual” shall have the same meaning as the term “Individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (e) Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as the term “Protected Health Information” in 45 CFR 160.103, and shall refer to PHI obtained from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, including any PHI that is created, received, maintained, or transmitted in an electronic form (“Electronic PHI”).
- (f) Required By Law. “Required By Law” shall have the same meaning as the term “Required By Law” in 45 CFR 164.103.
- (g) Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- (h) Security Incident. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system” as defined at 45 CFR 164.304.
- (i) Unsecured Protected Health Information. “Unsecured Protected Health Information” or “Unsecured PHI” shall mean Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Pub. L. 111-5, as defined at 45 CFR § 164.402.

II. Obligations and Activities of Business Associate

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

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Agreement or as Required By Law. To the extent that Business Associate performs any of Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.
- (2) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- (3) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
- (4) If applicable, in accordance with 45 CFR 164.504(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to enter into written agreements with any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate, and the terms of such agreements shall incorporate substantially similar restrictions, conditions, and requirements that apply to Business Associate through this Agreement.
- (5) At the sole cost and expense of the Covered Entity, Business Associate agrees to make available and provide Covered Entity with access to PHI to meet the requirements under 45 CFR 164.524. The obligations of Business Associate in this paragraph apply only to PHI in Designated Record Sets in Business Associate's possession or control as such term is defined at 45 CFR § 164.501. Such access shall be in a timely and reasonable manner, as agreed upon by the Parties.
- (6) At the sole cost and expense of the Covered Entity, Business Associate agrees to make any amendment(s) to PHI that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity, in a time and manner reasonably agreed upon by the Parties. The obligations of Business Associate in this paragraph apply only to PHI in Designated Record Sets in Business Associate's possession or control as such term is defined at 45 CFR § 164.501.
- (7) Business Associate agrees to make its internal practices, books, and records, including any policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a time and manner reasonably agreed upon or designated by the Secretary, for purposes of the Secretary determining a Covered Entity's compliance with the Privacy and Security Rule.

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

(b) Securing Electronic PHI.

- (1) Business Associate agrees to use appropriate safeguards and comply with applicable and mandatory requirements of the Security Rule set forth at 45 CFR 164.308, 164.310, 164.312, and 164.316 with respect to Electronic PHI to prevent the use or disclosure of Electronic PHI other than as provided for by this Agreement.
- (2) Business Associate shall report to Covered Entity any Security Incident that results in the unauthorized disclosure of Electronic PHI of which Business Associate becomes aware with respect to Electronic PHI Business Associate creates, transmits, receives or maintains on behalf of Covered Entity. Business Associate shall report unsuccessful Security Incidents to Covered Entity upon request. Parties recognize, however, that a significant number of meaningless attempts to access, without authorization, use, disclose, modify or destroy PHI in Business Associate's systems will occur on an ongoing basis and could make a real-time reporting requirement formidable for Parties. Therefore, Parties agree that the following are illustrative of unsuccessful Security Incidents that, if they do not result in a pattern of Security Incidents or the unauthorized access, use, disclosure, modification, or destruction of PHI or interference with an information system, do not need to be reported:
 - (i) Pings on a firewall;
 - (ii) Port scans;
 - (iii) Attempts to log on to a system or enter a database with an invalid password or username; and
 - (iv) Malware (e.g., worms, viruses).

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

III. Permitted Uses and Disclosures by Business Associate

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

IV. Specific Use and Disclosure Provisions

- (a) In accordance with the limitations in this Agreement, Business Associate may use PHI as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, to the extent such use is permitted by the Privacy Rule, as it may be amended from time to time.
- (b) In accordance with the limitations in this Agreement, Business Associate may disclose PHI as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are (i) Required By Law, (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached, or (iii) are otherwise permitted by the Privacy Rule, as it may be amended from time to time.
- (c) Business Associate may use PHI as necessary to report violations of law to appropriate federal and state authorities, to the extent permitted by 45 CFR 164.502(j)(1).
- (d) In accordance with 45 CFR 164.504(e)(2)(i)(B), Business Associate may use PHI to provide data aggregation services.

V. Specific Use and Disclosure Restrictions

- (a) Business Associate will restrict the disclosure of an Individual's PHI in accordance with 45 CFR 164.522(a)(1)(i)(A), notwithstanding paragraph (a)(1)(ii) of that section, when, except as otherwise Required By Law, the Covered Entity notifies Business Associate that the Individual has made such a restriction request, and each of the following conditions is satisfied:
 - (1) The disclosure would be to a health plan for the purposes of carrying out payment or health care operations, as that term may be amended from time to time, and
 - (2) The PHI pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full.
- (b) In accordance with 45 CFR 164.502(b)(1), Business Associate will limit to the extent practicable the use, disclosure, or request of PHI to the minimum necessary to accomplish the intended purposes of such use, disclosure, or request, respectively, except that the restrictions set forth herein shall not apply to the exceptions set forth in CFR 164.502(b)(2).

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

- (1) The purpose of the exchange is for research or public health activities, as described at 45 CFR 154.501, 164.512(i), 164.512(b) and 164.514(e), or
- (2) The purpose of the exchange is for the treatment of the Individual, subject to 164.506(a) and any regulation that the Secretary may promulgate to prevent PHI from inappropriate access, use or disclosure, or
- (3) The purpose of the exchange is the health care operation specifically described in subparagraph (iv) of paragraph (6) of the definition of health care operations at 45 CFR 164.501 and pursuant to 164.506(a), or
- (4) The purpose of the exchange is for remuneration that is provided by Covered Entity to the Business Associate for activities involving the exchange of PHI that Business Associate undertakes on behalf of and at the specific request of the Covered Entity as set forth in this Agreement, or
- (5) The purpose of the exchange is to provide an Individual with a copy of the Individual's PHI pursuant to 45 CFR 164.524 or an accounting of disclosures pursuant to 164.528, or
- (6) The purpose of the exchange is otherwise determined by the Secretary in regulations to be similarly necessary and appropriate.

VI. Obligations of Covered Entity

- (a) Covered Entity shall notify Business Associate of any limitation(s) in a Covered Entity's notice of privacy practices, in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that a Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522, or as mandated pursuant to Section 13405(c) of

the HITECH Act, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

- (d) Covered Entity agrees to disclose to Business Associate only the minimum amount of PHI necessary to accomplish the services covered in the Transaction Document.
- (e) Covered Entity understands and agrees that in addition to obligations Required By Law, Business Associate provides services in the Transaction Document on the express condition that the Covered Entity fulfills its additional obligations set forth therein.

VII. Permissible Requests by Covered Entity

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

VIII. Term and Termination

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

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

- (1) Provide an opportunity for Business Associate to cure the failure to comply or end the violation and terminate this Agreement if Business Associate does not cure the failure to comply or end the violation within a reasonable time specified by Covered Entity; or
- (2) Immediately terminate this Agreement if Business Associate has failed to comply with a material term of this Agreement and cure is not possible and the Business Associate has not implemented reasonable steps to prevent a reoccurrence of such failure to comply.

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

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

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

(c) Effect of Termination.

- (1) Except as provided below in paragraph (2) of this subsection, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity in accordance with HIPAA. This provision shall apply to PHI in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
- (2) In the event Business Associate determines returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon written notification that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of PHI for so long as Business Associate maintains such PHI.

Miscellaneous

- (a) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with requirements of HIPAA.
- (b) Survival. The respective rights and obligations of Business Associate under Section VIII (Term and Termination) of this Agreement shall survive termination of this Agreement.
- (c) Interpretation. Any ambiguity in this Agreement shall be resolved to the extent reasonable to permit Covered Entity to comply with HIPAA.
- (d) Conflicts. To the extent a conflict exists between this Agreement and the Transaction Document, the terms and conditions of this Agreement shall take precedence.

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

COVERED ENTITY

BUSINESS ASSOCIATE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

8.6. Appendix 6: Acronyms, Abbreviations, and Terms Glossary

Table 15 includes acronyms, abbreviations, and terms used throughout the RFP document and attachments.

Table 153: Acronyms, Abbreviations, and Terms Glossary

Acronym	Term
ASES	Administración de Seguros de Salud
AST	Atlantic Standard Time
BAA	Business Associate Agreement
CAP	Corrective Action Plan
CBT	Computer-Based Training
CFR	Code of Federal Regulation
CMS	Centers for Medicare & Medicaid Services
Commonwealth	The Commonwealth of Puerto Rico
CR	Change Request
DHHS	Department of Health and Human Services
E&E	Eligibility and Enrollment
ePHI	Electronic Protected Health Information
FFATA	Federal Funding Accountability and Transparency Act
FOMB	Fiscal Oversight Management Board
FQHC	Federally Qualified Health Center
FTI	Federal Tax Information
Hacienda	Puerto Rico Treasury Department
HIE	Health Information Exchange
HIPAA	Health Insurance Portability and Accountability Act
HITECH	Health Information Technology for Economic and Clinical Health Act
IRS	Internal Revenue Service
KPI	Key Performance Indicator
LMS	Learning Management System
MCO	Managed Care Organization
MEDITI3G	Medicaid Information Technology Initiative, Third Generation
MOU	Memorandum of Understanding

Acronym	Term
NPI	National Provider Identifier
OOS	Out-of-state
OPR	Operating Prescribing and Referring
PEP	Provider Enrollment Portal
PII	Personally Identifiable Information
PHI	Protected Health Information
PRDoH	Puerto Rico Department of Health
PRHIA	Puerto Rico Health Insurance Administration Act
PRHIE	Puerto Rico Health Information Exchange
PRMES	Puerto Rico Medicaid Enterprise System
PRMMIS	Puerto Rico Medicaid Management Information System
PRMP	Puerto Rico Medicaid Program
PSC	Provider Secure Communication
RFP	Request for Proposals
RUP	Registro Único de Proveedores de Servicios Profesionales
SLA	Service-Level Agreement
SMA	State Medicaid Agency
SOW	Scope of Work / Statement of Work
SSA	Social Security Administration
SURI	Unified System of Internal Revenue
USB	Universal Service Bus
U.S.	United States of America
U.S.C	United States Code