



DEPARTAMENTO DE SALUD
GOBIERNO DE PUERTO RICO
PROGRAMA MEDICAID

Puerto Rico Department of Health
Third-Party Liability
Request for Proposals

RFP #2025- PRMP-MES-TPL-002

Release Date: April 23, 2025

Table of Contents

Section	Page
1 Executive Summary.....	3
1.1 RFP Purpose.....	3
1.2 PRMP Central Office Location.....	3
1.3 RFP Timeline.....	3
2 Background and Overview of Existing Programs and Services.....	5
2.1 PRMP.....	5
2.2 MES Governance Structure.....	5
2.3 PgMO and ePMO Differences.....	6
2.4 ASES.....	7
2.5 MCOs.....	8
2.6 Plan Vital (Medicaid).....	8
2.7 Platino Program (Dual Eligibles).....	8
2.8 MEDITI3G.....	9
2.9 Beneficiaries.....	9
3 PRMP TPL Environment.....	10
3.1 TPL Overview.....	10
3.2 Identification of TPL.....	10
3.2.1 As-Is and To-Be Assessment.....	11
3.3 Cost Avoidance.....	11
3.3.1 As-Is and To-Be Assessment.....	11
3.4 TPL Pay-and-Chase.....	12
3.4.1 As-Is and To-Be Assessment.....	13
3.5 TPL Recovery.....	13
3.5.1 As-Is and To-Be Assessment.....	14
3.6 PRMP TPL Roadmap.....	14
3.6.1 TPL Roadmap Development Phase I Activities.....	14
3.6.2 TPL Roadmap Development Phase II Activities.....	15
3.7 Future Areas of Focus Within the MES Environment.....	15
3.7.1 Future Change Requests.....	15
3.7.2 Future Consideration TPL Activities.....	16



4 General Instructions	18
4.1 Scope	18
4.2 Contract Duration	18
4.3 Nondiscrimination	18
4.4 RFP Communications	18
4.5 Vendor Questions and Comments	19
4.6 Notice of Intent to Respond	20
4.7 Proposal Submission	20
4.8 Amendments to the RFP	20
4.9 RFP Cancellation	20
4.10 PRMP Right of Rejection	21
4.11 Proposal Submittal and Instructions	21
4.11.1 Economy of Preparation	21
4.11.2 Expenses Incurred	21
4.11.3 Proposal Format	21
4.12 Two-Part Proposal Submission	24
4.13 Response Reference	25
4.14 Changes to Proposals	25
4.15 Withdrawal of Proposals	25
4.16 Multiple Proposals	25
5 Scope of Work (SOW)	26
5.1 TPL Vision	26
5.2 TPL Goals	26
5.3 TPL Vendor Responsibilities and Specifications	27
5.3.1 General TPL Support	27
5.3.2 Identify TPL	36
5.3.3 Cost Avoidance – Come Behind	39
5.3.4 TPL Pay-and-Chase	39
5.3.5 TPL Recovery	40
5.4 Required Terms and Conditions	43
6 Proposal Evaluation	45
6.1 Evaluation Process	45
6.2 Evaluation Criteria	45



6.3 Clarifications and Corrections	46
6.4 Failure to Meet Mandatory Specifications	46
6.5 Technical Proposal Opening and Evaluation	46
6.6 Oral Presentation.....	47
6.7 Cost Proposal Opening and Evaluation	48
6.8 Reference Checks	48
7 Contract Award Process.....	49
7.1 Clarifications	49
7.2 Negotiations	49
7.3 Failure to Negotiate	49
7.4 Evaluation Committee.....	49
7.5 Notice of Award	50
7.6 Administrative and Judicial Review Process	50
7.7 Terms for Filing a Review 3 L.P.R.A. Section 9672.....	51
7.8 Performance	52
7.9 Travel	52
7.10 Facilities Access	53
ATTACHMENTS	54
Attachment A: Cost Proposal Instructions	55
Attachment B: Title Page, Vendor Information, Executive Summary, Subcontractor Letters, and Table of Contents	59
Attachment C: Vendor Qualifications and Experience.....	64
Attachment D: Vendor Organization and Staffing.....	73
Attachment E: Mandatory Specifications.....	77
Attachment F: Outcome Traceability Matrix Instructions	84
Attachment G: Response to SOW.....	85
Attachment H: Initial Project Schedule Instructions	88
Attachment I: Terms and Conditions Response	89
APPENDICES	94
Appendix 1A: Deliverable Review Process	95
Appendix 1B: Deliverables Dictionary	98
Appendix 2: SLAs and Performance Standards	132



Appendix 3: Key Staff Qualifications, Experience, and Responsibilities.....	150
Appendix 4A: Proforma Draft Contract.....	162
Appendix 4B: Business Associate Agreement	190
Appendix 5: Procurement Library	198
Appendix 6: Acronyms, Abbreviations, and Glossary Terms.....	201



Table of Tables

Table 1: RFP Schedule of Events	4
Table 2: PRMP MES Governance Structure Roles and Responsibilities	6
Table 3: TPL Identification: As-Is and To-Be Assessment.....	11
Table 4: PRMP Cost Avoidance: As-Is and To-Be Assessment	12
Table 5: TPL Pay-and-Chase: As-Is and To-Be Assessment	13
Table 6: TPL Recovery: As-Is and To-Be Assessment.....	14
Table 7: Expected Proposal Sections and Content Structure	22
Table 8: Scoring Allocations.....	45
Table 9: Cost Proposal Worksheet Tabs	55
Table 10: Payment Information	61
Table 11: Legal Notice Info	61
Table 12: Vendor Overview.....	64
Table 13: Subcontractor Overview	65
Table 14: Vendor References	69
Table 15: Subcontractor References.....	70
Table 16: Proposed Key Staff and Roles.....	75
Table 17: Key Staff References	75
Table 18: Mandatory Requirements	79
Table 19: Mandatory Qualifications	82
Table 20: Exception #1	93
Table 21: Exception #2	93
Table 22: Project Phase and Deliverable Payment Milestones.....	98
Table 23: Deliverables Dictionary Inventory	100
Table 24: Terms and Definitions for SLAs	133
Table 25: SLAs, Performance Standards, and Contract Remedies	135
Table 26: Vendor Key Staff Allocation by Project Phase	151
Table 27: Vendor Key Staff Roles and Responsibilities.....	152
Table 28: Procurement Library.....	198
Table 29: Acronym, Abbreviations, and Terms Glossary.....	201



Table of Figures

Figure 1: PRMP MES Governance Structure	5
Figure 2: Distinctions Between PgMO and ePMO	7
Figure 3: DED and Deliverable Review Process	97

1 Executive Summary

1.1 RFP Purpose

The Puerto Rico Department of Health (PRDoH) Puerto Rico Medicaid Program (PRMP) is issuing this Third-Party Liability (TPL) RFP to solicit vendor proposals for procuring the professional services of a qualified TPL solution vendor (vendor) to perform design, development, and implementation (DDI) and subsequent maintenance and operations (M&O) for PRMP's Medicaid Enterprise System (MES).

Through this RFP, PRMP seeks to procure a qualified TPL vendor that can implement a TPL solution that meets PRMP's vision, goals, and requirements and fulfills the stated scope of work (SOW). See **Section 5: SOW** for additional details.

This RFP defines the detailed response and minimum contract requirements and outlines PRMP's process for evaluating responses and selecting a vendor that can provide the necessary components to support the proposed work under this RFP.

Through this RFP, 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.

Additional detail regarding this solicitation can be found in subsequent sections of this RFP. The Commonwealth of Puerto Rico (Commonwealth) appreciates and welcomes proposals from willing and qualified vendors capable of meeting the requirements of this RFP.

1.2 PRMP Central Office Location

The PRMP central office is located at:

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

1.3 RFP Timeline

The schedule of events for this RFP is detailed in **Table 1: RFP Schedule of Events**. All dates after the proposal submission due date are marked as "to be determined" (TBD). PRMP may change this schedule at any time. If PRMP changes the schedule before the Technical Proposal Opening date in **Table 1: RFP Schedule of Events**, it will do so through an announcement, an Important Update, on the PRDoH website (<https://www.salud.gov.pr/CMS/21>), Medicaid website (<https://medicaid.pr.gov/Home/NotificacionServiciosProfesionales/>). As described in **Section 4.8 Amendments to the RFP**, an Important Update constitutes an amendment to the RFP. It is each vendor's responsibility to check the PRDoH website for current information regarding this RFP and its schedule of events through the award of the contract.

**Table 1: RFP Schedule of Events**

Event	Date
RFP Released to Public	4/23/2025
Notice of Intent to Respond	5/6/2025 @ 3pm AST
Vendor's Written Questions Submission Deadline	5/6/2025 @ 3pm AST
Question Responses Posted	5/13/2025
Proposal Submission Due Date	5/30/2025 @3pm AST
Technical Proposal Opening	TBD
Oral Presentations	TBD
Cost Proposal Opening	TBD
Notice of Award	TBD
Contract Signature and Distribution	TBD

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

The time zone applicable to this RFP is Atlantic Standard Time (AST)

2 Background and Overview of Existing Programs and Services

2.1 PRMP

PRDoH is the State Medicaid Agency (SMA) within the Commonwealth. Within PRDoH, the Puerto Rico Medicaid Program (PRMP) is responsible for the management of the Medicaid program and the MES, both of which are multi-vendor, multi-agency environments. The Puerto Rico Health Insurance Administration (PRHIA) Act created the 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 Medicaid Managed Care Organizations (MCOs) and other carriers contracted with the Government Health Plan (GHP or Plan Vital).

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

The PRMES does not currently include a TPL module or a TPL vendor.

2.2 MES Governance Structure

Governance is the authority and accountability that defines and controls the outputs, outcomes, and benefits from programs and projects. The Puerto Rico Medicaid Enterprise System (MES) governance provides a structured decision-making framework, defines who can and who needs to make decisions, and clarifies the roles and responsibilities of the teams involved and how they work together **Figure 1: PRMP MES Governance Structure** below depicts PRMP's MES governance structure.

Figure 1: PRMP MES Governance Structure

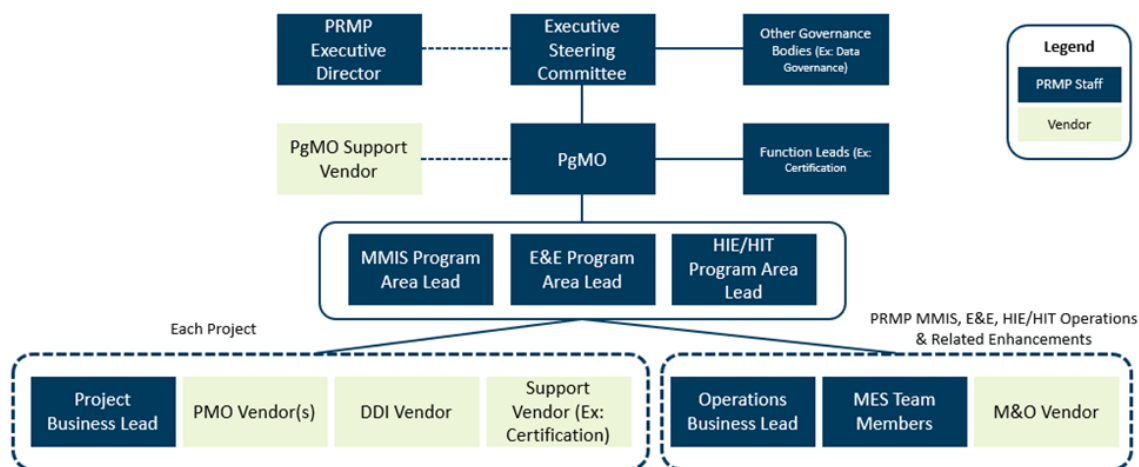


Table 2: PRMP MES Governance Structure Roles and Responsibilities below lists the roles that compose PRMP MES governance structure and defines the responsibilities for each role.

Table 2: PRMP MES Governance Structure Roles and Responsibilities

Governance Role	Responsibilities
Program Management Office (PgMO) Governance Layer	<ul style="list-style-type: none"> Monitoring and mitigating cross-project and high-priority risks and issues Approving high-impact scope changes Resolving high-priority, program-level conflicts, risks, and issues Overseeing daily program management operations Approving low-impact schedule deviations with cross-project impacts Resolving program-level decisions and action items Prioritizing and approving new projects Securing resources including, but not limited to, funding and people for projects Formal acceptance of project completion
Enterprise Project Management Office (ePMO) Governance Layer	<ul style="list-style-type: none"> Monitoring and mitigating project-specific risks and issues Managing daily project operations Monitoring and reporting Program-level schedule changes Managing single-project decisions and action items
Project Vendor	<ul style="list-style-type: none"> Overall project delivery Reporting and addressing single- and cross-project risks and issues Reporting project scope, status, schedule, and other topics Adhering to contracted/approved SOWs

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

2.3 PgMO and ePMO Differences

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

In support of establishing a consistent approach toward PRMP's management of MES projects, PRMP's PgMO has developed guidance for MES vendors that includes, but is not limited to, PgMO Plan Aids. This guidance and other documentation completed in support of PRMP's MES governance can be found in **Appendix 5: Procurement Library** and should be referenced by the awarded vendor when developing project deliverables. The PgMO Plan Aids and supporting MES

guidance should be referenced in conjunction with the ePMO Management Plans and associated guidance. **Figure 2: Distinctions Between PgMO and ePMO** below specifies the distinctions between the PgMO and ePMO roles and responsibilities.

Figure 2: Distinctions Between PgMO and ePMO

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

2.4 ASES

The Puerto Rico Health Insurance Administration was created by Act No. 72 of September 7, 1993, as amended. The Administración de Seguros de Salud (ASES) is a public corporation with full capacity to carry out the functions entrusted to it by law.

The mission of the Health Insurance Administration is to watch over and ensure the prudent use of public funds, both state and federal. This is done in coordination with federal and state government agencies and business partners to detect and prevent fraud, waste, and abuse within the Government Health Programs in Puerto Rico.

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

The Government of Puerto Rico's Vital Health Plan is responsible for providing physical and mental health services to over 1.3 million Puerto Ricans¹. Services are offered by provider networks (primary care physicians, specialists, laboratories, etc.) contracted with managed care organizations (MCOs) throughout the island.

2.5 MCOs

A managed care organization (MCO) is a health plan composed of a group of doctors and other providers working together to furnish health services to its members territory wide. The MCOs are paid using risk-based capitated payments. MCOs contract with primary medical groups, which in turn create preferred provider networks.

The Medicaid program is administered entirely through MCOs. All Medicaid and CHIP beneficiaries are enrolled in an MCO. Enrollees may choose their MCOs and make changes once per year during an open enrollment period.

2.6 Plan Vital (Medicaid)

The Commonwealth enrolls all beneficiaries in managed care MCO health plans. The Plan Vital MCOs provide access to all covered Medicaid services, including medical, behavioral health, nursing facility, pharmacy, and other services included in PRMP's Medicaid State Plan. Currently, Plan Vital contracts with four MCOs:

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

2.7 Platino Program (Dual Eligibles)

The Commonwealth also has Medicare Advantage Organizations (MAOs) that offer managed care services aligned with Medicare Part A (hospital and skilled nursing facility care) and Medicare Part B (durable medical equipment and preventive services). Beneficiaries who have Medicare Parts A and B and are certified eligible for Medicaid, also known as dual eligibles, qualify for Medicare Platinum benefits and services, referred to as the Medicare Platino Program.

Currently, Plan Vital contracts with four MCOs:

- Humana Health Plan
- MCS Advantage Plan

¹ As of August 2024, Medicaid beneficiaries totaled 1,341,399 and CHIP beneficiaries totaled 46,815.

Source: [Programa Medicaid - Departamento de Salud](#). Accessed January 9, 2025.



- MMM Healthcare
- Triple-S Advantage Plan

2.8 MEDITI3G

The Puerto Rico Medicaid eligibility system is the Medicaid Integrated Technology Initiative, Third Generation (MEDITI3G). This is PRMP's eligibility and enrollment system used for Medicaid eligibility determination and verification.

2.9 Beneficiaries

There are over 1.3 million beneficiaries in the Medicaid program, representing approximately 50 percent of the population. Nearly 250,000 of these beneficiaries are dually eligible for Medicaid and Medicare. Approximately 1,700 individuals enroll in Medicaid each month.

PRMP currently contracts with a vendor to manage mail house services, sending informational materials to all Medicaid beneficiaries.

Beneficiaries are required to provide any TPL information as a part of the eligibility determination and enrollment process. This information is stored within MEDITI3G; however, TPL data is not routinely collected or automatically updated beyond the beneficiary's initial application. There is no existing TPL data interface between MEDITI3G and MMIS. MMIS stores beneficiary TPL data based on the original eligibility determination record.

3 PRMP TPL Environment

This section provides a high-level overview of the Centers for Medicare & Medicaid Services (CMS) requirements and PRMP's current TPL environment, including historical and legislative context, relevant stakeholders, system components, and as-is and to-be assessment considerations. For additional information, refer to the TPL Medicaid Information Technology Architecture (MITA) Assessment submitted to PRMP on January 31, 2024, and included in **Appendix 5: Procurement Library**.

3.1 TPL Overview

As per CMS' 42 Code of Federal Regulations (CFR) §433 Subpart D, most sources of healthcare coverage must pay for their part of any submitted claims under their policies before Medicaid will pay for covered services provided to an eligible individual. Federal regulation refers to this requirement as Third-Party Liability (TPL), meaning payment is the responsibility of a third party other than the individual or Medicaid. Medicaid enrollees (providers and beneficiaries) must also cooperate with PRMP and MCO efforts to identify and pursue other sources of coverage.

SMAs gather information regarding potentially liable third parties, including information about other sources of health coverage, when individuals apply for medical assistance. This information is periodically reviewed and updated as a part of the Medicaid enrollee's redetermination process.

Third-party payers are not responsible for reimbursing Medicaid for services not covered by the Medicaid State Plan. In general, if an SMA has determined that a potentially liable third party exists, it must attempt to confirm that the provider bills the third party first before sending the claim to Medicaid; also known as cost avoidance. Whenever a state or territory has paid claims and subsequently discovers the existence of a liable third party, it must attempt to recover the money from the liable third party; also known as pay-and-chase.

In January 2024, PRMP completed a MITA as-is and to-be assessment of the current TPL environment in the Commonwealth. The following section highlights various federal TPL requirements along with PRMP's respective MITA as-is and to-be assessment considerations. These federal requirements and MITA as-is and to-be assessment considerations were used to support PRMP's TPL module planning and to organize the TPL Roadmap.

3.2 Identification of TPL

To implement the Medicaid TPL requirements, federal rules require states and territories to take reasonable measures to identify potentially liable third parties and process claims accordingly.

Federal law also requires SMAs to do the following:

- Collect health insurance information at the time of initial application and redetermination for Medicaid.
- Collect absent parent information and exchange data with other agencies to obtain beneficiary and absent parent employment information, information on workers' compensation, and state accident reports.

- Use claim edits to identify procedures related to trauma and poison and follow up on those edits for other insurance liability in a timely manner.

3.2.1 As-Is and To-Be Assessment

Table 3: TPL Identification: As-Is and To-Be Assessment below provides PRMP's TPL identification current environment and future considerations.

Table 3: TPL Identification: As-Is and To-Be Assessment

TPL Identification: As-Is Environment	TPL Identification: Future Considerations
<ul style="list-style-type: none"> • Insurance information received by ASES and the MCOs is not shared with PRMP. • PRMP is not utilizing all existing federally required sources for TPL identification. • MEDITI3G currently stores TPL; however, this data is not updated beyond the beneficiary's initial application. • PRMP data exchange agreements with other states or Commonwealth agencies as it relates to identifying third-party resources may not be in place or actively monitored. 	<ul style="list-style-type: none"> • Use state wage information and Social Security Administration (SSA) wage and earnings files data to identify absent parents' employers as sources of insurance. • Use workers' compensation or industrial accident commission files to identify Medicaid members and absent parents with employment-related injuries or illnesses. • Use motor vehicle accident report files to identify those Medicaid members injured in motor vehicle accidents. • Tag claims submitted for trauma diagnosis information and bill to the external liable third party.

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3.3 Cost Avoidance

SMA's must apply cost avoidance payment procedures to claims for most Medicaid items and services.

Under cost avoidance procedures, the SMA must reject claims for which a third party is or may be liable and instruct the provider to collect from the third party. Once the provider determines the amount of the third party's liability, the provider submits a claim to the SMA for any remaining balance, up to the maximum amount allowed under the Commonwealth's payment schedule. This is called Coordination of Benefits (COB).

3.3.1 As-Is and To-Be Assessment

Table 4: PRMP Cost Avoidance: As-Is and To-Be Assessment below provides PRMP's TPL cost avoidance as-is environment and future considerations:

Table 4: PRMP Cost Avoidance: As-Is and To-Be Assessment

Cost Avoidance: As-Is Environment	Cost Avoidance: Future Considerations
<ul style="list-style-type: none"> PRMP does not have transparency into the MCOs' cost avoidance activities and therefore is unable to measure the efficiency, accuracy, effectiveness, or the extent to which the MCOs' are performing TPL cost avoidance performance. PRMP does not have a process or system in place to receive and maintain accurate and up to date TPL information directly from providers and MCOs. PRMP does not directly receive reports from MCOs showing the number of claims that were cost avoided and the amount saved through cost avoidance measures. 	<ul style="list-style-type: none"> Confirm that carriers are recovering against known TPL as reported by the Insurance Commissioner through the following steps: <ul style="list-style-type: none"> ASES sending the Insurance Commissioner's file to the MMIS The MMIS updating its database using the Insurance Commissioner's insurance data The MMIS rejecting claim(s) if known TPL exists and no TPL is reported on the claim PRMP working with ASES to help ensure that the actuary is including only the Medicaid paid amount when determining MCO capitation rates, thus accounting for amounts that are cost avoided or claims that are rejected PRMP working with ASES to update language in the MCO contracts that will identify enhanced cost avoidance reporting and monitoring process. The TPL solution will support oversight of cost-avoided claims by requiring MCOs to report those claims on a scheduled basis directly to PRMP via the MMIS and/or via the new TPL solution

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3.4 TPL Pay-and-Chase

Some COB services are subject to pay-and-chase, meaning the SMA pays for the services and then seeks reimbursement from the liable third party. SMAs must first pay for claims for preventive pediatric services and then seek reimbursement from a liable third party, including an absent parent. SMAs must also first pay on claims for Medicaid services provided to an individual for whom child support enforcement is being conducted by the state/territory.

If TPL is identified after a claim is filed or paid, the Medicaid agency must pay the claim and then promptly seek reimbursement from the primary insurer. SMAs must identify paid claims for members that contain diagnosis codes that indicate trauma such as injury, poisoning, or other external causes, to determine the legal liability of potential third parties.

3.4.1 As-Is and To-Be Assessment

Table 5: TPL Pay-and-Chase: As-Is and To-Be Assessment below provides PRMP's pay-and-chase as-is environment and future considerations:

Table 5: TPL Pay-and-Chase: As-Is and To-Be Assessment

Pay-and-Chase: As-Is Environment	Pay-and-Chase: Future Considerations
<ul style="list-style-type: none"> MCOs do not appear to report on the amounts recovered for pay-and-chase claim recoveries, and the contract language states that MCOs keep what they recover for subrogated claims. PRMP does not receive any reports that provide information on the total amounts of monies collected by MCOs through pay-and-chase activities. PRMP does not have insight into claims that have already been processed through another payor before submission to Medicaid. 	<ul style="list-style-type: none"> Implement a TPL module to pay-and-chase claims, including trauma claims, and require that the new module use data sources such as: <ul style="list-style-type: none"> Administración para el Sustento de Menores (ASUME)/ MEDIT3G Corporación del Fondo del Seguro del Estado (CFSE) (workers' Compensation) Administración de Compensaciones por Accidentes de Automóviles (ACAA) Tricare Insurance records from other states or territories State or territory motor vehicle accident report files Establish a process to identify and review certain types of paid claims to determine if there is a potential third-party payer for performing Pay-and-Chase activity. Flag claims that are being submitted to Medicaid for the remaining balance after first or second payor adjudication and reimbursement (as applicable)

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3.5 TPL Recovery

If the SMA learns of the existence of a liable third party after a claim is paid, or if benefits become available for the claim date of service from a third party after a claim is paid, PRMP must seek recovery.

The SMA may place a lien against an individual's property, both personal and real, before his or her death. Medicaid can also file a petition against a deceased individual's estate to collect payment for any previously paid or pending Medicaid claims. If the SMA paid claims for the beneficiary at age 55 or over, it must recover from the individual's estate the costs of nursing facility services, home and community-based services, and related hospital and prescription drug services.

3.5.1 As-Is and To-Be Assessment

Table 6: TPL Recovery: As-Is and To-Be Assessment below provides PRMP's TPL recovery as-is environment and future considerations:

Table 6: TPL Recovery: As-Is and To-Be Assessment

TPL Recovery: As-Is Environment	TPL Recovery: Future Considerations
<ul style="list-style-type: none"> PRMP is not currently pursuing trauma or estate recoveries. PRMP does not provide nursing facility services and community-based services; therefore, this kind of recovery was not likely to provide PRMP with a good return on investment (ROI). PRMP has a threshold amount of \$250.00 as a guideline to determine if it will seek recovery within its State Plan Amendment (SPA) 	<ul style="list-style-type: none"> PRMP may want to consider the following improvement activities: <ul style="list-style-type: none"> Working with ASES to update the ASES-MCO contract to remove the provision that states recovery monies are all retained by MCOs Updating the case tracking system to include information necessary for recoveries Coordinating with a pay-and-chase vendor to assist in pursuing recoveries PRMP may have a system in place that can determine if a third-party payer has met its payment obligations and PRMP is the payer of last resort. PRMP can update its State Plan to expand the threshold amount or other TPL guidelines that will be used to determine whether to seek recovery. PRMP can authorize the MCOs to use an external contractor to perform third-party discovery and recovery activities.

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

PRMP also conducted a TPL as-is and to-be business process analysis using the MITA framework, which outlines the MITA business areas and associated business process impacts. This analysis is included in sections 4.5 and 5.5 of PRMP TPL MITA Assessment available in **Appendix 5: Procurement Library**.

3.6 PRMP TPL Roadmap

PRMP completed a TPL Roadmap on August 30, 2024, that details and sequences the two-year course of TPL-related policy and functionality needed to support the TPL module implementation. This section outlines the two-phase approach used to develop the TPL Roadmap.

3.6.1 TPL Roadmap Development Phase I Activities

The first development phase of the TPL Roadmap focuses on items that can be achieved through coordination with the MCOs, ASES, and the current MMIS vendor. Providing insurance company data received from ASES to the MCOs is anticipated to support increased cost avoidance activities on submitted claims.

3.6.2 TPL Roadmap Development Phase II Activities

The second development phase of the TPL Roadmap focuses on TPL recovery and recoupment after the MCO encounter claim payment date. This process includes performing insurance data matches, insurance verification, and insurance updates, as well as recoupment services using information provided by MES or additional data sources available to a TPL vendor from SMA stakeholders.

The following TPL Roadmap activities were identified as necessary to support a successful implementation of PRMP's TPL solution:

- PRMP will add new data sources to its MES to enhance PRMP's ability to identify liable third parties.
- PRMP will pursue changes for cost avoidance and pay-and-chase processes using the MMIS and alignment with the existing MCO contracts.
- PRMP will create and release a RFP to procure a TPL vendor that can provide come behind services and accident, tort, and other recovery services.
- The come behind services and recovery services will be performed by the TPL vendor and will also require changes for MEDITI3G and the MMIS.
- PRMP will evaluate and update its policy, the State Plan, and the ASES-MCO contracts, as needed.
- PRMP will require the new TPL vendor to write standard operational procedures and perform training for the new TPL solution.
- PRMP will assist in performing organizational change management (OCM) and project management activities.

3.7 Future Areas of Focus Within the MES Environment

This section provides a high-level overview of current and anticipated change requests and other considerations related to TPL that will impact PRMP's future MES environment. While these are not fully in place as of the release date of this RFP, vendors should be aware of these plans, as the future TPL vendor and supporting TPL solution and services may need to accommodate the implementation of, or coordination with, these changes.

3.7.1 Future Change Requests

PRMP planning includes completing the following changes in advance of or early in the TPL module Phase 2:

- **Establish daily Territories and States Beneficiaries Query (TBQ) file:** This will enable the MMIS to better identify Medicare coverage and share that data with the MCOs.
- **Maintain a list of valid insurance carriers:** PRMP will establish procedures to maintain valid commercial insurance carriers within the MEDITI3G and MMIS. These procedures will be updated to include the new TPL vendor.

- **Establish a MOU to bring in ACAA and CFSE data:** PRMP will collaborate with ACAA and CFSE to document the Memorandum of Understanding allowing PRMP and its vendors to exchange Personally Identifiable Information (PII) and Protected Health Information (PHI) with the agencies.
- **Enhance reporting requirements for the MCOs regarding cost avoidance, recovery, and pay-and-chase activities:** These new reports are expected to be incorporated into the TPL solution for enhanced MES reporting and transparency for MCO activities to meet CMS required outcomes.

Ongoing changes and upgrades to the existing MES system are expected to continue throughout the RFP process and contract execution phase. The awarded vendor will be expected to configure and implement the TPL solution based on the current requirements and MMIS data configurations. Upon contract execution, the vendor will work with PRMP and the MMIS vendor to understand the current state of the MES and planned releases, so that the incoming vendor can fully account for any planned changes and/or upgrades in the design and implementation of the TPL solution.

3.7.2 Future Consideration TPL Activities

The TPL activities detailed in the sections below are future considerations for PRMP after the successful implementation of the TPL solution as outlined in **Section 5. SOW** of this RFP. Where applicable, vendors may reference these areas in **Attachment G: Response to SOW**, to demonstrate their approach to managing these activities in the event PRMP approves these activities.

3.7.2.1 Perform Estate Recovery

PRMP may desire the TPL solution to include estate recovery case management functionality after the implementation of long-term care services, home and community-based services, and related hospital and prescription drug services.

3.7.2.2 Manage Medicare Buy-In

Many Medicare members on the island do not purchase Medicare Part B during their initial enrollment period. Identifying the buy-in group based on analytics is important to keep the cost of the buy-in program affordable and enable the Commonwealth to see a return on its investment. PRMP may choose to pursue buy-in after performing the data analysis necessary to determine the most cost-efficient buy-in group for the Commonwealth.

3.7.2.3 Health Insurance Premium Payment (HIPP)

PRMP may, if it proves to be cost-effective, pay for a member's private health insurance if they are eligible to receive it through an employer or other source, but are not able to pay for it themselves. The individual to be covered must be eligible for and have approved Medicaid or CHIP coverage.

A common example of this is when a child has an employed, absent parent who is responsible for yet has not purchased health insurance for the child. The Medicaid agency can calculate if it

is more cost-effective to pay for the child's coverage under the absent parent's commercial health insurance or to pay the monthly MCO capitation payment for the child. If it is cheaper to pay for the commercial health insurance, the Medicaid program would then set up a monthly payment plan for the member's coverage under the commercial health insurance until the member is up for renewal. At that time, the Medicaid program would again calculate whether it is more cost-effective to pay for the external health insurance than to pay the monthly MCO capitation payment for the member.

Currently, there is not enough information readily available for PRMP to determine if it is cost effective to pursue a HIPPI program. PRMP may pursue this in the future and would expect the TPL vendor to perform the analysis to determine if a HIPPI program would be beneficial for PRMP.

4 General Instructions

4.1 Scope

PRMP seeks to engage a vendor to perform all necessary DDI support the new TPL module implementation, followed by M&O and enhancement activities. Refer to **Section 5: SOW** for additional details on the project scope and PRMP's expectations of the awarded TPL vendor.

4.2 Contract Duration

PRMP targets a contract start date for the awarded TPL vendor on or before September 15, 2025. For the purposes of this RFP, project start, and contract start will be considered the date that the contract is fully executed between PRMP and the vendor.

The contract is established with two (2) base years and two optional two (2)-year extensions (potential for six [6] years total). During the optional years, PRMP may execute contracts for vendor services that span one (1) or multiple months. Contract award is contingent upon CMS, PRDoH, and other Commonwealth agencies' approval of the contract and associated funding in place for the contract term. PRMP anticipates the need to execute contract amendments up to the close of the contract or up to the time the contract is terminated (whichever is sooner).

4.3 Nondiscrimination

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

4.4 RFP Communications

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

2025-PRMP-MES-TPL-002

Unauthorized contact about this RFP with employees or officials of the Commonwealth, except as detailed below, may result in the vendor's disqualification from consideration under this procurement.

Vendors must direct all communication concerning this RFP to the PRMP Procurement Unit using only the email address below for all solicitation communications:

medicaid.procurement@salud.pr.gov

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

Vendors must submit all questions and comments, including requests for clarification, to PRMP via email. Questions must be received no later than 3:00 pm AST on the Vendor's Written Questions Submission Deadline detailed in **Section 1.3: RFP Timeline**.

Vendors must assume the risk of the method of dispatching any communication or response to 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 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 PRMP deems reasonable.

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 to this RFP only if the communication specifically so states.

Any data or 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 determine the accuracy of such data or information; however, the vendor is obligated to independently verify any data or information PRMP provides. 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 PRMP Procurement Unit at the above email address to request such reasonable accommodation.

4.5 Vendor Questions and Comments

Vendors 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 **Section 1.3: RFP Timeline**. Questions and comments should be sent directly to:

medicaid.procurement@salud.pr.gov.

PRMP's communications with vendors will be limited after the proposal submission date. PRMP's communications with vendors will primarily be limited to notice of oral presentations, award, and/or requests for clarifications. Vendors should refer to the PRDoH Government

Contracting website: <https://medicaid.pr.gov/Home/NotificacionServiciosProfesionales/> for updates regarding the RFP.

4.6 Notice of Intent to Respond

Vendors should submit a Notice of Intent to Respond (in the form of a simple email or other written communication) to the PRMP Procurement Unit using the email address identified in **Section 4.4 RFP Communications**. Such notice should include the following information:

- Business or individual's name (as appropriate)
- Contact person's name and title
- Contact person's mailing address, telephone number, and email address

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response. Regardless of the submission of a Notice of Intent to Respond, vendors are responsible for monitoring the official RFP posting site identified in **Section 1.3** for any posted amendments or notifications regarding this RFP.

4.7 Proposal Submission

A vendor must ensure that PRMP receives a response no later than the submission deadline time and date detailed in **Section 1.3: RFP 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 as outlined in **Section 4.10: PRMP Right of Rejection**. It is the responsibility of the vendor to determine 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, and orders of stay or other filing delays whether foreseeable or unforeseeable.

4.8 Amendments to the RFP

The PRMP may amend this RFP up to (2) two business days before the established deadline for proposal submissions, if such amendments will have an impact on the vendors' proposals. The PRMP may amend this RFP up to (1) one business day before the established deadline for proposal submission, if such amendments will not have an impact on the vendors' proposals.

Any amendment(s) to the RFP will be published via Important Update posted to the PRDoH Government Contracting website:

<https://medicaid.pr.gov/Home/NotificacionServiciosProfesionales/>.

The vendor response must address the final RFP (including its attachments), as amended.

4.9 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 time.

4.10 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 will reject any response that does not meet the mandatory specifications listed in **Attachment E: Mandatory Specifications**. PRMP will deem non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, 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.

4.11 Proposal Submittal and Instructions

4.11.1 Economy of Preparation

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

4.11.2 Expenses Incurred

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.

4.11.3 Proposal Format

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

The vendor should include the following information in the attachments:

- A response to any applicable section of the RFP narrative located in **Section 4: General Instructions**
- A response to any content requested within the attachments/response templates

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

As detailed in **Section 6.4: Failure to Meet Mandatory Specifications**, the mandatory specifications must be met by the vendor as a part of the submitted proposal. As detailed in **Attachment E: Mandatory Specifications** and **Section 6.4: Failure to Meet Mandatory**

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

Vendors are advised to limit marketing statements and positioning to the area(s) of the RFP applicable to those statement(s) and not include duplicative or otherwise repetitive statements throughout their responses. The vendor’s in-line responses, inclusive of the text of PRMP’s specifications, may not exceed the page count noted in each attachment and be limited to the minimum number of pages needed to respond. Vendors must choose a similarly sized typeface (generally 11 points for text and 10 points for tables) for PRMP’s requirements and not use smaller than 9-point typeface to work within this page limit restriction. The page limit counts the front and back of each sheet as separate pages. This page limit will not apply to the following RFP components:

- **Attachment C: Vendor Qualifications and Experience**, the following section only:
 - Business Disputes
- **Attachment D: Vendor Organization and Staffing**, the following sections only:
 - Key Staff Resumes
 - Key Staff References

Each proposal should contain the following tabbed sections identified in Table 7. below for the in-line response. In general, where assumptions are noted, vendors are permitted to add a section to the attachment templates that allow for assumptions to be noted. Assumptions should not be provided as a replacement for exceptions.

Table 7: Expected Proposal Sections and Content Structure

Proposal Section	Response Template/Contents
Cost Proposal	Attachment A: Cost Proposal (separate submission)
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 • Cover Letter • Table of Contents • Vendor Information • Payment Address • Legal Notice Address • Executive Summary • Disclosure of Response Contents • Subcontractor Letters (if applicable)



Proposal Section	Response Template/Contents
Technical Proposal	Attachment C: Vendor Qualifications and Experience
Contents:	<ul style="list-style-type: none"> • Organization Overview • Subcontracting Overview (if applicable) • Existing Business Relationships with Puerto Rico • Business Disputes • Attestation of Compliance with CFR 45.75.328, Paragraph A • Disclosure of Lobbying Activities • Vendor References • Subcontractor References (if applicable)
Technical Proposal	Attachment D: Vendor Organization and Staffing
Contents:	<ul style="list-style-type: none"> • Initial Staffing Plan • Use of PRMP Staff • Key Staff Resumes • Key Staff References
Technical Proposal	Attachment E: Mandatory Specifications
Contents:	<ul style="list-style-type: none"> • Submission Requirements • Mandatory Requirements • Mandatory Qualifications
Technical Proposal	Attachment F: Outcomes Traceability Matrix
Contents:	<ul style="list-style-type: none"> • Microsoft Excel® Outcomes Traceability Matrix Workbook
Technical Proposal	Attachment G: Response to Statement of Work
Contents:	<ul style="list-style-type: none"> • General TPL Support • Identify TPL • Cost Avoidance – Come Behind • TPL Pay-and-Chase • TPL Recovery
Technical Proposal	Attachment H: Initial Project Schedule
Contents:	<ul style="list-style-type: none"> • Initial Project Schedule (submitted in MS Project and MS Excel formats)
Technical Proposal	Attachment I: Terms and Conditions Response
Contents:	<ul style="list-style-type: none"> • Title Page • RFP Terms and Conditions • Customary Terms and Conditions • Terms & Conditions Exceptions • Mandatory Requirements and Terms • Commercial Materials • Table of Exceptions (if applicable)

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

4.12 Two-Part Proposal Submission

Vendors must submit proposals in two distinct parts: (1) Technical and (2) Cost. Technical proposals should not contain any cost information relating to the operation. Cost proposals should contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a separate secondary cost proposal opening. PRMP requires the envelopes to be labeled with the contents of each envelope.

Vendors must submit one (1) original (with original signatures) printed copy of both the technical and cost proposals with original signatures and confirm the technical and cost proposals are packaged separately in sealed envelopes before submission.

In alignment with the Electronic Signatures in Global and National Commerce (ESIGN) Act and Uniform Electronic Transactions Act (UETA), electronic signatures are acceptable in a vendor's submitted proposal. Vendors may provide electronic signatures so long as they include the following in the cover letter of their proposal:

- The parties agree that this form may be electronically signed. The parties agree that the electronic signatures appearing on this form are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Printed Name of Authorized Personnel

Signature of Authorized Personnel

Date

If vendors elect for written (non-electronic signatures) then the preceding paragraph does not apply, and vendors should provide original copies with original signatures as outlined throughout the RFP. In addition to printed copies of the technical and cost proposals, the vendor must submit two (2) electronic copies of its technical proposal (PDF and Microsoft Excel®, as appropriate) and 2 electronic copies of the cost proposal (Microsoft Excel® and PDF). The vendor must submit separate universal serial buses (USBs) or CDs, for both the technical and cost proposals for a total of four USBs and/or CDs (two [2] technical proposals and two [2] cost proposals). Vendors are prohibited from submitting proposals via email. Signatures are mandatory in all areas of the RFP where specifically requested from the vendor.

Proposals must be submitted to the mailing address below:

Puerto Rico Department of Health
Medicaid Program, ATTN: PRMP Procurement Unit
268 Luis Muñoz Rivera Ave.

World Plaza – 5th Floor (Suite 501)
San Juan, Puerto Rico 00918

4.13 Response Reference

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

4.14 Changes to Proposals

The vendor is responsible for any and all response errors and/or omissions. A vendor is not permitted to alter or revise response documents after the Proposal Submission Due Date and Time detailed in **Section 1.3: RFP Timeline**, unless specifically directed by PRMP to address an RFP clarification and/or amendment.

4.15 Withdrawal of Proposals

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

4.16 Multiple Proposals

A vendor must not submit multiple responses in different forms and/or scopes and cannot submit separate proposals as a principal and as a subcontractor. PRMP will accept proposals that involve a subcontractor that is included as part of multiple proposals; however, vendors that are proposing as a principal vendor cannot submit multiple proposals either as a principal vendor or subcontractor. If a vendor submits more than one (1) proposal, in violation of the rules outlined above, PRMP has the right to reject the proposals, as outlined in **Section 4.10: PRMP Right of Rejection**.

5 Scope of Work (SOW)

This section provides additional details about PRMP's goals and expectations for the vendor as part of this procurement and potential future contract. Throughout this section "will" is used to describe PRMP's expectations of the TPL vendor and solution.

Vendors should reference **Section 5: Scope of Work (SOW)** as they review and respond to the TPL RFP. The areas within **Section 5: Scope of Work (SOW)** provide vendors with additional detail regarding PRMP's overarching goals and key topics in each project phase that should be incorporated into their response. **Attachment G: Response to SOW** is the corresponding attachment for this section. **Attachment G: Response to SOW** mirrors the layout of **Section 5.3 TPL Vendor Responsibilities and Specifications** and provides a format for vendor narrative responses to the below subsections. The vendor narrative will detail how they will meet PRMP's specifications, including the SOW, Deliverables Dictionary, Outcomes Traceability Matrix (OTM), and Service-Level Agreements (SLAs).

Respondents must demonstrate an understanding of PRMP's vision and goals for implementation of a TPL solution and describe how their proposed approach facilitates achievement of these through their responses in **Attachment G: Response to SOW**

5.1 TPL Vision

PRMP envisions a fully compliant and optimized TPL solution and related processes that maximize cost avoidance and the recovery of funds from liable third parties and, where possible, leverages and reuses existing solutions, processes, and people to establish a cost-efficient solution for the federal government and the Commonwealth. By enhancing the TPL program and introducing new functionalities, PRMP will establish a TPL solution to efficiently recover costs from health, auto, and indemnity insurers as well as trusts and product liability cases, and that safeguard public resources.

As part of the TPL solution implementation, there will be necessary alignment with other MES systems, including but not limited to, the MMIS and MEDIT3G. All MES implementations must adhere to federal guidance for the Commonwealth to receive enhanced federal funding for the operation of the MES. PRMP plans to seek maximum federal funding; therefore, the vendor's solution will be required to undergo Streamlined Modular Certification (SMC) as specified by CMS. The vendor must support this process through all activities and artifacts requested by PRMP. Stakeholder engagement will be required with Puerto Rico's MCOs, MAOs, and ASES.

Across the MES, PRMP is interested in opportunities to increase automation of processes to increase efficiency and to decrease the reliance on manual interventions. PRMP is interested in understanding vendor's suggestions for how automation, including the use of artificial intelligence (AI) could be leveraged across the TPL implementation and operation. Though not a requirement, PRMP encourages vendors, where applicable, to highlight within the proposal opportunities to include automation/AI within current and future TPL activities.

5.2 TPL Goals

PRMP's goal for TPL is to enact processes and systems that will bring PRMP into full compliance with CMS TPL regulations. PRMP's TPL goals include the following:

- PRMP seeks a TPL vendor and solution to enact processes and systems that will bring PRMP into full compliance with CMS TPL regulations.
- PRMP will enhance the TPL program to hold other entities liable and avoid using federal and Commonwealth dollars to pay for claims and MCO capitation payments in situations where another entity is liable.
- PRMP's coordinated TPL program will clearly identify responsible entities for TPL identification, cost avoidance, pay-and-chase, and recovery.

Additional goals will be identified and pursued as part of the TPL DDI and M&O.

5.3 TPL Vendor Responsibilities and Specifications

The following sections provide a high-level summary of expected responsibilities and activities of the TPL vendor. PRMP requests that vendors align their response and approach with the sections below. **Section 5.3** is divided into two distinct categories:

- **Service Category:** There are five TPL service categories within this Statement of Work. They are General TPL Support, Identify TPL, Cost Avoidance – Come Behind, TPL Pay-and-Chase, and TPL Recovery. These service categories represent the highest-level organization of the SOW, spanning the initiation of the project through contract closeout.
- **Subcategory:** Each service category consists of one or more subcategories. The subcategories are the most granularly detailed sections of the SOW and contain specific specifications and expectations of the vendor. The vendor may be working on multiple subcategories concurrently or, if applicable, in a sequenced order.

In **Attachment G: Response to SOW** vendors are expected to provide a narrative response, detailing how they can meet or exceed PRMP's specifications for vendor responsibilities, as detailed in the sections below. Refer to **Attachment G: Response to SOW** for additional details. Throughout the SOW, vendors should provide clear responses describing how they meet PRMP's specifications in each of the applicable sections. The timing and cadence of delivery and other details regarding required deliverables can be found in **Appendix 1A: Deliverable Review Process** and **Appendix 1B: Deliverables Dictionary**.

5.3.1 General TPL Support

This service category covers specifications related to general TPL support, including project and technical expectations. The subsections below span general MES project processes, including project management, project communication, CMS certification, and project turnover and closeout, as well as technical processes, including but not limited to, data management and establishing a business rules engine.

5.3.1.1 Perform Project Management

This subcategory covers specifications related to vendor onboarding and establishing/maintaining project management processes in coordination with the PRMP PgMO and ePMO.

The vendor will have prepared key staff and other required resources in their roles and be ready to start work upon execution of the contract. The vendor will host a project kickoff meeting to cover topics such as introduction of key staff, scope alignment, stakeholder engagement, project timelines, initial areas of focus, and other information essential to initiating the project/contract.

Additionally, the vendor will begin knowledge transfer activities by first meeting with PRMP staff to discuss the knowledge transfer plan and activities.

The vendor will coordinate with the other applicable MES vendors, including the ePMO and PgMO support services vendors, to align on project responsibilities, including establishing meetings and coordinating on other applicable portions of the SOW. The vendor must recognize that some agencies operate independently of PRMP and, as such, the vendor is responsible for coordinating proactively with each agency to identify and meet their specific needs.

The vendor will develop and maintain the Project Schedule and complete other project deliverables in coordination with PRMP and other applicable MES vendors to support the various phases of the project life cycle. Vendor responsibilities include:

- Complying with all RFP-defined SLAs as defined in **Appendix 2. SLAs and Performance Standards** in accordance with the Project Schedule
- Establishing a project governance structure that leverages and integrates seamlessly with PRMP MES governance structure
- Maintaining appropriate staffing levels as defined in **Appendix 3: Key Staff Qualifications, Experience, and Responsibilities** of this RFP and the vendor's Staffing Management Plan
- Applying project management methodology and Software Development Life Cycle (SDLC) methodology following industry standards including but not limited to the International Organization for Standardization/Institute of Electrical and Electronics Engineers (ISO/IEEE) 12207-2008 standard and guidelines from Capability Maturity Model Integration (CMMI)

The vendor will collaborate with the ePMO in developing and maintaining the Project Schedule using Microsoft Project®, or equivalent software, and provide weekly updates to PRMP. On behalf of PRMP, the ePMO will manage the project, including, but not limited to, integrating the Project Schedule into the enterprise-wide Project Schedule, and further collaborating with the vendor. Throughout all phases of the project, the final revision and approval of the Project Schedule rests with PRMP.

The vendor's project management approach should align with the most current version of the Project Management Institute® (PMI®) A Guide to the Project Management Body of Knowledge (PMBOK® Guide [currently seventh edition]) and MITA.

5.3.1.2 Build Training Materials and Conduct Training

This subcategory covers specifications related to preparing users to understand and operate the TPL solution and services. This includes creating training plans and materials, conducting training activities, and planning training logistics.

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

- Delivering a training approach that is consistent with the scope of this RFP and supports a train-the-trainer training model
- Developing training on TPL data sources to assist PRMP staff in identifying any additional TPL entities that may not have been disclosed during the application process
- Creating Coordination of Benefits (COB) training opportunities for TPL and other program integrity staff, to develop skills and standardize processes for determining the most cost efficient health insurance for those beneficiaries having coverage through another individual, insurance entity, or program liable to pay for health care expenditures
- Developing and maintaining training materials in PRMP-approved formats
- Producing training materials in support of initial and ongoing TPL system adoption pre- and post-go-live in English and in Spanish (as spoken in Puerto Rico)
- Delivering all training in English and in Spanish (as spoken in Puerto Rico)
- Delivering training to new staff consistent with assigned roles and responsibilities
- Delivering training to all staff and vendor personnel identified by PRMP
- Delivering in-person and on-site training for each release, at PRMP's discretion
- Delivering training to all user groups in accessible locations and formats, as defined by PRMP
- Delivering training in support of User Acceptance Testing (UAT), Operational Readiness Testing (ORT), operations, and new releases (including upgrades)

5.3.1.3 Support OCM

This subcategory covers specifications related to Organizational Change Management (OCM).

The selected TPL vendor will collaborate with PRMP's OCM team to support implementing identified changes and improvements to aid in user preparedness to minimize disruption to the current MES environment and maximize the likelihood of success for new TPL activities and processes. The vendor and PRMP's OCM team will work together throughout the TPL implementation to execute leading strategies for OCM activities, develop communications for key stakeholders about the new processes for TPL recovery, administer readiness and needs assessments, and will assist TPL stakeholders with change management activities identified to support the adaptation to new workflows, policies, and procedures.

5.3.1.4 Establish Business Rules Engine (BRE)

This subcategory covers specifications related to establishing a BRE. The TPL vendor solution will include a BRE. The BRE will allow changes to be made to system parameters without impacting the production rules engine's availability and operations. The BRE should include the ability to debug business rules at rule execution, rollback to prior versions of rules without impacting operations and production rules engine availability and have mechanisms to identify the rules executed for each specific business process.

The BRE will be able to produce a report on rules passed or failed for all transactions and send alerts to the appropriate resource for issues identified in the rules engine. The TPL vendor will take appropriate action to address any alerts or rule failures.

The BRE rules editor will allow PRMP subject matter experts (SMEs) or technical resources to write natural language business rules that are human readable, provide the ability to prioritize and sequence, and allow administrators to control processing and execute in a runtime environment.

The vendor will provide real-time access to a Business Rules Catalog, in an electronic format approved by PRMP, that documents all business rule logic used by the TPL solution. The vendor will update the Business Rules Catalog with all additions, enhancements, and changes to the TPL solution. The vendor's Business Rules Catalog will include granular check-out and check-in rules and an audit trail of business rules changes. The vendor will provide the ability to allow multiple users to work concurrently on various parts of the same rule database and maintain a graphical representation of business rule flow(s) and orchestration for all business rules.

The vendor will configure, support, and maintain a business rules capability including, but not limited to, the functionality to add, modify, or remove/retire rules based on the Service-Oriented Architecture (SOA). Where applicable, the BRE will use standardized business rules definitions.

5.3.1.5 Perform Integration and Establish Interfaces

This subcategory covers specifications related to interfaces and integration. This includes requirements related to establishing and maintaining connections between the TPL solution and other applicable solutions or modules. The integration to applicable MES modules will include implementation, configuration, and operational activities and will occur throughout the life of the engagement. The vendor will actively collaborate with the MMIS vendor and other relevant vendors to help ensure proper integration of the TPL solution into the MES environment.

Integration also supports the exchange of information with PRMP stakeholders and business partners, as well as the use of shared technology services that support all MES modules.

Continued integration will be accomplished using a SOA for all modules as well as data and communication standards to facilitate seamless interoperability between components and stakeholders. The vendor will develop the solution to satisfy all applicable industry standards and requirements related to data interoperability.

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

5.3.1.6 Perform TPL Solution Testing

This subcategory covers specifications related to performing TPL solution testing.

TPL Solution Testing covers specifications related to system verification to ensure the TPL solution and supporting services are performing in alignment with the RFP specifications and project outcomes. The vendor will conduct all necessary testing in alignment with the most current **CMS MES Testing Guidance and Framework**. Testing will be required throughout the duration of the contract and will follow the test phases and descriptions as defined below, at a minimum:

- Development Testing (Unit Testing): The developer conducts the unit test, typically on the technical requirements under development. The unit test often requires simulating interfaces to other modules or systems which are the source of input data or receive the output of the module being tested but that are not yet ready to test.
- System Integration Testing (SIT): When a new module or a significant new layer of functionality is added, a series of tests are performed to validate that the new module or functionality operates correctly in conjunction with applicable MES pre-existing modules/functions.
- User Acceptance Testing (UAT): Once development and system integration testing have been completed, a series of tests will be performed to confirm that the system functionality satisfies the needs of the business and system users and helps them perform their daily activities in a more streamlined manner. The solution end users typically perform this type of testing. Accessibility testing (i.e., 508 compliance) could be incorporated as a form of end-user testing. Positive and negative testing is encouraged during this testing phase.
- Operational Readiness Testing (ORT): ORT is a pivotal phase in the software development lifecycle that rigorously evaluates the readiness of a system for deployment into production. It validates that all components, including hardware, software, and infrastructure, are correctly in place and operational. ORT typically also evaluates readiness of the people, processes, and supporting resources needed to help ensure the system is effectively supported once it enters operations. It tests all those non-functional areas of the implementation that if not ready would impact the system and/or programs success. The goal of ORT testing is to detect and mitigate potential issues that could affect system stability or performance. This type of testing is typically performed by the solution vendor as a demonstration of the production system to gain PRMP acceptance of the module's readiness to Go-Live.
- Regression Testing: Once changes are made to a system, such as new functionality or modifications due to defect resolution, a series of tests will be performed to confirm that all pre-existing functionality is still operational and passes previously executed tests. This is typically performed using a standard set of core functions executed through automated testing.
- Penetration Testing (Security Testing): Security testing safeguards that sensitive information, such as PII and PHI, is protected. Security testing is performed prior to production and on an ongoing basis when the system is operational. For more details on the scope and requirements of security and privacy testing, please refer to the CMS

Streamlined Modular Certification for Medicaid Electronic Systems Guidance Document.

- Load/Stress Testing: These tests include employing specific tools and techniques (often automated) to apply simulated high – yet realistic – volumes of user traffic and thus stress on the underlying infrastructure components. The primary goal of this type of testing is to determine at what point the system “breaks” or response times are degraded to a point where they become intolerable. These tests provide an insight into the scalability of the system.
- End-to-End Testing: End-to-End testing is the software testing method that validates the entire system from start to finish, including its integration with external interfaces. The primary goal of End-to-End testing is to ensure that the application behaves as expected in a real-world scenario by testing the complete system flow, data integrity, and communication with other systems, interfaces, and databases.

The vendor will use test automation to improve efficiency. The vendor will be responsible for maintaining necessary testing environments and maintain a UAT environment that mirrors production. The vendor will follow PRMP requirements regarding testing with production data. When necessary, the vendor will use encrypted data for testing.

The vendor is required to produce testing-related deliverables for each phase of testing. Each deliverable should include the degree of specificity necessary to support pre-testing activities such as training and test case analysis, testing execution, and testing results and/or defect or finding analysis. The vendor is required to develop and submit Deliverable D10: Master Test Plan Within sixty (60) calendar days after contract execution. An updated D10: Master Test Plan deliverable is due fifteen (15) business days prior to the start of UAT. Additional details regarding the Test Management Plan and Testing Results are available in Appendix 1.B Deliverables Dictionary.

5.3.1.7 Manage Implementation and Acceptance

This subcategory covers specifications related to managing the TPL activities. The selected TPL vendor will develop an Implementation Plan, as detailed in **Appendix 1B: Deliverables Dictionary**.

The selected TPL vendor's environments including, but not limited to, development, SIT, UAT, training, and production will be available and accessible twenty-four (24) hours a day, seven (7) days a week, except for planned downtime due to system upgrades or routine maintenance. All planned downtime and maintenance outages will be coordinated and approved by PRMP at least five (5) business days in advance.

During the outcome and requirements validation sessions, the TPL vendor must demonstrate a solution and/or set of business services that fully functions after implementation based on the requirements described in the RFP and publicly available policy documents, manuals, and rate schedules.

The vendor will follow the following process for each proposed deployment:

- Submit a cover letter to PRMP confirming the solution(s) included in the deployment and that the solution(s) is ready for implementation.
- Receive PRMP's approval of the implementation letter, accepting the vendor's confirmation.
- Deploy the services and solutions according to the approved Implementation Plan.
- Provide confirmation that the deployment is successful and/or provide notification of issues and defects associated with the deployment within a period as determined by PRMP.

The vendor's TPL solution and related services must be designed and administered in alignment with all applicable TPL laws including, but not limited to, the following:

- Social Security Act Section 1902(a)(25)
- Social Security Act Section 1903(d)(2)(B) CFR
- 42 CFR Part 433, Subpart D
- 42 CFR § 433.138
- 42 CFR § 433.130
- 42 CFR § 433.147
- Deficit Reduction Act of 2005 (DRA)
- P.R. Laws tit. 24, § 7044
- P.R. Laws tit. 26, § 301
- P.R. Laws tit. 24, § 7029
- P.R. Laws tit. 26, § 306

5.3.1.8 Plan and Execute CMS Certification Activities

This subcategory covers specifications related to planning and executing CMS certification activities. The selected TPL vendor will be expected to prove the viability of its solution during the DDI phase and during M&O for the life of the contract. This includes a commitment to the successful and timely certification of the solution by CMS, consistent with CMS' guidance regarding SMC.

The vendor will be expected to support PRMP with all certification-related activities, including, but not limited to, aligning the certification approach with CMS' most up-to-date guidance on certification. As part of this commitment, the vendor will be responsible for developing or assisting in the development of any materials relevant to the certification of the system. Additionally, the vendor will be responsible for supporting PRMP with any activities related to the certification of the solution. Expected activities related to CMS certification include, but are not limited to:

- Aligning the solution consistent with SMC criteria and Conditions for Enhanced Funding (CEF)
- Preparing and submitting all necessary certification materials by established deadlines

- Supporting PRMP with any activities related to the certification of the system, including federal certification reviews and ongoing operational reporting
- Addressing all issues that arise preventing timely certification by CMS, at no additional cost to PRMP

5.3.1.9 Conduct Operations, Maintenance, and Configuration

This subcategory covers specifications related to conducting operations, maintenance, and configuration. The selected TPL vendor will provide operations support, maintenance, and ongoing configuration of the provided TPL solution throughout the life of the contract. This includes providing operations support as described in the SOW as well as providing maintenance and enhancements to the production solution. The TPL vendor will follow project management and system development processes throughout the life of the contract.

5.3.10 Perform Project Turnover and Closeout Activities

This subcategory details the selected TPL vendor's requirements for project turnover and closeout. The TPL vendor will provide a turnover approach, and the services required for the transition of operations, services, and systems to the successor vendor and/or PRMP. The vendor will be required to provide a Turnover and Closeout Plan reflecting transition activities and operational procedures that describe how maintenance is performed for the solution during the turnover period. The vendor will cooperate with the successor vendor while providing knowledge transfer for all required maintenance requirements for the TPL solution. This will include meeting with the successor and devising transition work schedules that are agreeable for both PRMP and the successor vendor. Additional details on the Project Turnover and Closeout Plan are provided in **Appendix 1B. Deliverables Dictionary**.

At least six (6) months prior to the final contract year (including option years that have been exercised) and at least six (6) months prior to the end of any contract extension(s), the vendor will provide the following:

- Updated Turnover and Closeout Management Plan
- Complete and updated system and user documentation
- Statement of the resources that will be required by PRMP and MES vendors to fully take over business or system functions outlined in the contract(s). This includes quantity, type, volume, and duration of resources necessary to support the SOW
- Detailed, complete, and current procedures for operational tasks and procedures to support ongoing operations to fully take over business or system functions outlined in the contract
- Lessons learned report
- List of incomplete tasks, such as open or pending cases and activities and solution modifications or enhancements

Further, PRMP reserves the right to request this information at any time throughout the contract. Information in this section is not intended, nor should it supersede that which is detailed within the contract.

5.3.11 Perform Data Management

This subcategory covers specifications related to performing data management. The vendor will convert all beneficiary and provider data history for any beneficiary or provider that has been active within the past five (5) years, and five (5) years of all applicable operational data from PRMP's legacy systems. PRMP may require additional data to be converted on an exception basis to support ongoing business needs. In addition, the vendor will convert all data related to:

- Once-in-a-lifetime events
- Active TPL cases
- Potential TPL cases including, but not limited to, members over 55 years of age who have ever been in a nursing home

The vendor will produce comparative reports to confirm the completeness and accuracy for all converted data. The TPL solution will maintain a snapshot of member eligibility and plan enrollment information that includes full audit history. The TPL solution should be able to provide a point-in-time assessment of member eligibility as of the Date of Service tied to a claim or encounter. All transactions, including the execution of database scripts, must be recorded in the full audit history. Additionally, the selected TPL vendor's solution will:

- Process voids and reversal of recent changes
- Provide audit trails to allow information on all transactions to be traced from receipt of the transaction through the completion of the transaction, capturing at a minimum:
 - Date/timestamp
 - Data source
 - Worker ID
 - Action taken
 - Original data
 - Revised data
- Log any errors encountered for reporting
- Maintain an audit trail of all changes to data, including changes that were made in error and subsequently backed out or suspended
- Archive all versions of reference information
- Maintain online access to selected management and annual reports for a period as defined by PRMP
- Facilitate real-time data processing including data cleansing, data loading, data brokerage, integration, validation, reconciliation, and synchronization with the SMA's MES.
- Capture and maintain the data items needed for Commonwealth or federal reporting requirements.
- Provide entity search capability, including the ability to search by:
 - Entity type

- Entity name
 - Entity address elements
 - Entity phone number(s)
 - Unique identifier for entity type
 - Any alternate identifiers, including Employer Identification Number (EIN), Social Security Number (SSN), Taxpayer Identification Number (TIN), and other demographic elements
- Provide the ability for PRMP to modify transactions including, but not limited to, updates to reference information, member demographics and eligibility, provider information, service authorization details and amount used, and TPL information.
 - Archive data on a timeline to be determined with PRMP.
 - Provide a method to access, query, and report against archived data external to the Operational Data Store (ODS).
 - Accept, maintain, store, and display at least five (5) years of an individual's Medicare data.
 - Maintain online access to all reference tables with an option to search and display by reference data type and code.
 - Use the most current version of clinical codes.
 - Optimize, manage, and consolidate data storage.
 - Maintain all data sets defined by the HIPAA Implementation Guides to support storage of all transactions required under the HIPAA Administrative Simplification Rule, such as Gender and Reason Code.
 - Assign standardized unique internal identifiers for entities, such as carriers, beneficiaries, attorneys, and other interested parties, and prevent the creation of duplicate records.
 - Validate and/or verify that all data items that contain self-checking digits like National Provider Identifier (NPI) pass a specified check-digit test.
 - Invoke proper data validation rules and display user-friendly error messages when invalid data is entered.
 - Allow validation of calculated data items by displaying the figures used in calculation.
 - Maintain user-controlled parameters, such as role, language, or timing for all messages, as required.

5.3.2 Identify TPL

This service category covers specifications related to identifying TPL support. These activities involve establishing an interface with the MMIS, MEDITI3G, and other data sources to identify sources of TPL and develop reports to support TPL activities. Interfaces are data proprietary files, and the layout should be negotiated between the agencies and not solely determined by the new vendor.

5.3.2.1 Establish Interface with the MMIS

This subcategory covers specifications related to establishing an interface with MMIS. The TPL vendor will work with the MMIS vendor to establish an interface for TPL data. The data needed to establish an interface with the MMIS will include, at a minimum, member, insurance, claims, managed care, financial, and provider data, as well as reference data. The vendor shall use the proprietary file layout currently used by the MMIS to send data to the actuary for establishing MCO capitation rates.

The incoming TPL vendor will need to establish an interface with PRMP's current MMIS vendor's, Enterprise Services Caribe otherwise known as Gainwell, proprietary interface. PRMP will share further details regarding interface integration requirements with the selected TPL vendor. For the purposes of this RFP, included below is a high-level description of the current ESB solution servicing the PRMES.

- **JBoss Fuse ESB:** Provides routing, transformation, and services management functions. This includes support for protocols such as RESTful or SOAP web services, both synchronous and asynchronous. It has a pluggable architecture that allows individuals to use their preferred software services in a traditional service-oriented architecture (SOA) or a microservices-based architecture.
- **IBM Sterling B2B Integrator:** A robust high-availability Business-to-Business integration solution with an extensive set of communication protocols including web services, S/FTP/S client and server, HTTP/S, SMTP, Applicability Statement (AS1-AS4), RosettaNet, WebDAV and Zengin TCP/IP, plus SSL, SSH and others.

Where the MMIS shows a third party is liable but there is not a TPL paid amount on the encounter record, the selected TPL vendor will verify the member's policy was valid on the encounter DOS. The selected TPL vendor will also identify encounters with accident, trauma, or poisoning indicators to identify claims and encounters with tort recovery potential.

5.3.2.2 Establish Interface with MEDITI3G

This subcategory covers specifications related to establishing an interface with MEDITI3G. The selected TPL vendor will work with the MEDITI3G system vendor to establish an interface between the TPL solution and MEDITI3G. This interface will send insurance data and other data including, but not limited to, absent parent data to assist the TPL vendor in identifying the employers of the absent parents and potentially available health insurance for the beneficiary.

5.3.2.3 Identify Other TPL Data Sources

This subcategory covers specifications related to identifying other TPL data sources. The selected TPL vendor will establish connections with other potential TPL data sources, including Puerto Rico commercial health insurance plans. These may include the Defense Enrollment Eligibility Reporting System (DEERS) for Tricare data, the Beneficiary Earnings and Data Exchange (BENDEX), ACAA, CFSE, and other state/territory health and automobile insurance information. Following TPL contract execution, the selected TPL vendor will consult with PRMP to discuss and propose additional data sources that could be helpful in identification of additional TPL data

sources. The selected TPL vendor will also develop a process to validate TPL added through the vendor's portal or identified through other means. The vendor will then send that verified TPL data back to the MMIS so it can be stored with the member data in the MMIS.

5.3.2.4 Perform Data Matches

This subcategory covers specifications related to performing data matches and data management. The selected TPL vendor must develop, and document leads from other sources, including the ones listed above in Sections 5.5.1 through 5.5.3. The vendor will describe and document the data discovery methods and rules used for data matching. The vendor will add all TPL resources identified for each beneficiary to the TPL solution and/or bill a third-party claim when data is found on three (3) out of four (4) match points listed below. These are "Grade A" matches. The match points are:

1. Name
2. Social Security Number (SSN)
3. Date of Birth (DOB)
4. Street address, city, and state

If health coverage information and data match indicators do not correlate on three (3) out of four (4) of required "Grade A" match criteria, then the vendor should not add or update TPL coverage or bill claims until both the effective and termination date of coverage are verified. In addition, the vendor should perform verification online, by mail, by telephone with the carrier, or through member or employer questionnaires. The vendor will maintain a list of any additional TPL resources that may be viable but have not resulted in "Grade A" match until the TPL resource is resolved and determined to be viable or not.

The vendor will identify and mitigate risks and issues that may arise when matching data. The vendor will document all identification and mitigation efforts involving risks and issues related to data matching. Some potential risks, challenges, and opportunities are:

- Failing to utilize multiple approaches to increase successful data matches
- Turning matches with only one (1) or two (2) of the Grade A match points into "Grade A" matches
- Conducting data matching across state lines
- Reducing administrative burdens through interagency collaboration
- Ensuring that accurate and complete personal and demographic data is collected to execute a "Grade A" match
- Inability to work with other PRMP vendors, through applicable interfaces, to update the Resource and Carrier files with the goal of allowing the carriers to identify COB and cost-avoid claims upfront, so that Medicaid is the payer of last resort

The vendor will be required to upload a weekly and/or monthly file to an electronic system as determined by PRMP with verified policies for each source, including, but not limited to, SSA-8019 (Social Security Administration (SSA) Report), BENDEX, commercial plans, DEERS, TRICARE (CHAMPUS), ACAA, and CFSE.

5.3.2.5 Develop Reports

This subcategory covers the requirement related to developing reports. The selected TPL vendor should establish reporting mechanisms to provide reports that detail, at a minimum, newly identified TPL, a commercial carrier list, and reports on members whose claims include trauma and/or poison codes that identify leads on possible TPL. The reports should also show the TPL vendor's progress on following up on leads. In addition, reports should be included that will allow PRMP to determine the source(s) of the most accurate leads so that resources can be allocated accordingly.

Reports should be:

- Available in Microsoft® Excel or another PRMP approved format that is fully compatible with end-users. Any alternative format must receive prior approval from PRMP.
- Determined by PRMP and customizable to meet specific PRMP business operational needs. For example, municipalities are part of funding for certain fund codes and receive a portion of the recovered TPL funds.

5.3.3 Cost Avoidance – Come Behind

This service category covers specifications related to Cost Avoidance – Come Behind support. These activities involve TPL vendor coordination with the Commonwealth's MCOs, applicable reporting, and TPL vendor SME support.

5.3.3.1 Conduct MCO Coordination and Reporting

This subcategory covers specifications related to conducting MCO coordination and reporting. The TPL solution will receive COB reports from MCOs. Using the vendor-identified TPL sources and the claims and encounter data submitted by the MCOs, the vendor will validate the reported TPL data from the MCOs. Additionally, the TPL vendor will provide a report for each MCO on the difference between claims that MCOs cost avoided and claims that could have been cost avoided but had to go into recovery instead. This will provide a quality check on the effectiveness of MCO cost avoidance process and compliance activity for each MCO.

5.3.3.2 Provide SME Support and Analysis

This subcategory covers specifications related to providing SME support and analysis. The selected TPL vendor will provide SME support and analysis to PRMP on the development and modification of TPL cost avoidance edits and will perform analysis to accurately identify claims that non-Medicaid insurers are expected to pay as the primary insurer.

5.3.4 TPL Pay-and-Chase

This service category covers specifications related to TPL pay-and-chase support. In the scope of this RFP, the selected TPL vendor will provide SME support and analysis to PRMP to assist with initial and ongoing TPL pay-and-chase activities.

5.3.4.1 Provide SME Support and Analysis

This subcategory covers specifications related to providing SME support and analysis. The selected TPL vendor will provide SME support and analysis to PRMP to identify the number of days after a claim paid date that the MCO may collect from the liable third party. The MCO has up to 180 calendar days from the date a third-party liability is identified to recover funds. After this period, or as otherwise determined by PRMP, the right to pursue recovery reverts to PRMP. The MCO must then transfer all related documentation and cease recovery efforts unless directed otherwise. Any funds recovered beyond the allowed timeframe must be remitted to PRMP. The TPL SME will also assist PRMP, as necessary, in defining and developing the reports necessary for pay-and-chase activities. The TPL pay-and-chase SMEs will provide ongoing support to PRMP as pay-and-chase activities are completed.

5.3.5 TPL Recovery

This service category covers specifications related to TPL recovery support. The selected TPL vendor will perform Come Behind services and recoveries, while supporting the development of processes, case tracking, and reporting for TPL recovery.

5.3.5.1 Perform Come Behind Services and Recoveries

This subcategory covers specifications related to performing Come Behind services and recoveries. The selected TPL vendor will begin Come Behind services, defined as after giving the MCOs a predetermined length of time to recover monies from other insurance companies, the TPL vendor must pursue the recovery. The TPL vendor will use its other sources of TPL information, such as DEERS for Tricare data and other health and automobile insurance information to perform recoveries. The TPL vendor will also identify encounters using accident, trauma, and/or other indicators to identify other potential TPL.

5.3.5.2 Identify Absent Parent's Insurance and Pursue Recovery

This subcategory covers specifications related to identifying absent parent's insurance and pursuing recovery. The TPL vendor will use the absent parent data to identify the employers of the absent parents and potentially available health insurance.

5.3.5.3 Develop MMIS Recovery Federal Reporting Process

This subcategory covers specifications related to developing MMIS processes. The selected TPL vendor will support the development of a process for the MMIS to report recoveries. The selected TPL vendor will send information to the MMIS via an interface that lists capitation, supplemental claims, or payments that must be adjusted as a result of recovered TPL. The MMIS will need to receive the file of adjusted claims and capitations and update them in the MMIS to accurately reflect the adjustments on federal reporting.

5.3.5.4 Lump-Sum Recoveries Fund Code Assignment

This subcategory covers specifications related to determining the policy for assigning fund codes to recovery amounts if lump-sum recoveries are collected. The vendor will draft the policy

pertaining to this subcategory and will work with PRMP to review, approve, and implement said policy.

5.3.5.5 Conduct Case Management and Tracking

This subcategory covers specifications related to case management, including case tracking. The vendor will implement and manage a TPL case tracking tool as part of its solution. PRMP will oversee recovery processes and approve TPL vendor reports. The ability to review recoveries in the new case tracking tool and follow-up on reporting will assist the Program Integrity Unit (PIU) and PRMP in validating reporting on reimbursements against capitation payments in the MMIS. The PIU will continue to record and track recoveries based on class action lawsuits and perform Medicaid Fraud Control Unit (MFCU) recoveries.

The selected TPL vendor's unit recovery case workflow solution will be provided to PRMP and the PIU. PRMP and the PIU will have access to input new recovery cases. The selected TPL vendor will assist in finding leads and building cases involving trusts, casualty, and tort recoveries.

The selected TPL vendor's solution will include a TPL-case management component that is able to create free-form text notes in addition to predefined text for associated cases. Each case will have the functionality to capture multiple note entries. The vendor's solution will receive and store capitation payment detail, claims detail and summary information for each recovery case upon case creation, and any additional case data in a format as determined by PRMP including, but not limited to, tort, lien, and estate recovery. The vendor's solution will also track, store, and maintain all changes on case files including, but not limited to, birth name, marriages, legal name changes, adoption, alias, policy spans, and Medicare coverage.

5.3.5.6 Develop Reports

This subcategory covers specifications related to developing reports. The selected TPL vendor will report on recoveries, leads, claims, and capitation amounts that should be recovered in the MMIS, as well as other reports to be determined by PRMP. The vendor must provide all required balancing reports to ensure data accuracy and reconciliation across all reporting periods.

5.3.5.7 Conduct Correspondence Management

This subcategory covers specifications related to conducting correspondence management. The vendor's solution will include an integrated correspondence management solution that can configure, support, and maintain a method to generate correspondence and coordinate the applicable printing, distribution, and tracking with PRMP's printing and mailing services vendor.

The vendor's correspondence management tools must be able to generate correspondence including, but not limited to, scheduled and ad hoc correspondence and bulletins using standard letters or forms, letter templates, and free-form letters. Other correspondence management requirements include:

- Utilize letter, notification, and other templates for correspondence that are approved by PRMP
- Store all sent or received documents in an electronic repository

- Generate applicable notices to members, carriers, providers, and other entities including, but not limited to, requests for information
- Create letters, forms, templates, and other documents in both English and Spanish (as spoken in Puerto Rico)
- Automatically generate required attestations or documentation to be mailed with third party paper claims or included as a paperwork attachment in an electronic transaction based on configurable business rules
- Automatically produce inquiries to the member and billing provider using their preferred method of communication
- Track mailing of all correspondence, including carrier bills, and record all data to satisfy PRMP and federal requirements including, but not limited to, certified mail, proof of delivery, returned mail, and date mailed

5.3.5.8 Establish TPL Refund Process

This subcategory details the requirements of the TPL refund process. The TPL refund process ensures proper handling of refunds identified during the Come Behind services and recovery activities. When a refund is requested, it must be recorded as a negative adjustment on the selected vendor's corresponding invoice.

If a refund is required for a check listed on the previously approved invoice, the negative adjustment must appear on the following invoice. Essential data elements for the invoice will include, but are not limited to, member name, Medicaid ID, the check number/claim adjusted, adjustment amount, reason for the refund, the cash control number (CCN) and the internal control number (ICN).

The selected TPL vendor must document and keep PRMP informed of the vendor's efforts and processes used to obtain the carrier refund and supporting documentation. If there is a delay in obtaining the supporting refund documentation, the TPL vendor must request an extension of time from PRMP. The vendor must also document and provide PRMP with a status report to include the efforts made toward receiving refund documentation and the processes used, along with any recommended next steps.

The vendor must develop and document a process to monitor TPL lockboxes for receipts of Veterans Affairs (VA) and Tricare (or other designated carriers) refund requests within thirty (30) calendar days of execution of the contract. The TPL lockboxes must be monitored on a weekly basis. Any funds that remain unclaimed for an extended period, as mutually defined by PRMP and the vendor, shall be returned to PRMP.

The vendor must also:

- Work with PRMP to develop a refund request form
- Research, validate, and document all TPL refund requests
- Complete a W-9 form for all refunds over six hundred dollars (\$600) (or an amount specified by PRMP)

- Process all Veterans Affairs (VA) and Tricare (or other designated carriers) checks as priority refund requests
- Inform PRMP of all receipts and inquiries regarding VA and Tricare (or other designated carriers as specified by the state/territory) refund requests within two (2) business days (or a period specified by PRMP) from receipt of the request via email and/or mail

5.3.5.9 Establish Workflow

This subcategory details requirements related to establishing workflows. The workflow engine will be configured to support capturing business processes using Business Process Model and Notation (BPMN) 2.0 or later, even if the engine uses a separate coding of the rules for execution. The workflow engine will be configured to support the establishment of work queues allowing in-process knowledge, data, and documentation to flow from one system to another. The workflow engine will be configured to support workflow access, assignments, and execution for all essential aspects of the business processes.

The vendor's solution must:

- Provide a configurable dashboard that shows workflow status including, but not limited to, referrals, leads, and weekly cases opened, closed, and closed with disposition
- Provide the ability to set and view alerts and/or reminders by user and by work-type
- Generate an alert for a user to perform an action based on configurable business rules as defined by PRMP. The solution will generate additional alerts as defined by PRMP
- Create and maintain work queues for finalized claims with TPL information for members without active TPL for the carrier reported on the claim
- Produce automated inquiries to the member and billing provider using their preferred method of communication
- Deliver automated business process/workflow management to support the establishment of work queues via an assigned worker portal allowing in-process knowledge, data, and documentation to route from one worker's queue to another, as well as across solutions
- Support and assist PRMP in mapping all business processes and subprocesses to a workflow application to support transition from manual to automated process execution

The vendor will configure, support, and maintain a configurable document management, workflow, and Intelligent Character Recognition/Optical Character Recognition (ICR/OCR) solution.

5.4 Required Terms and Conditions

A draft contract is provided in **Appendix 4A: Proforma Draft Contract** and details PRMP's non-negotiable terms and conditions, including tax requirements, which the vendor must comply with in the Commonwealth, as well as:

- Scope of Service
- Contract Period
- Payment Terms

The Proforma Draft Contract represents an example of the contract document that the successful vendor must sign. The Proforma Draft Contract included in this RFP is an example contract and does not include all final specifications and terms. However, vendors should review the included standard terms and conditions and cite those they would like to further discuss with PRMP.

If a vendor has questions or concerns regarding required terms and conditions, the vendor must submit them as questions during the question-and-answer period according to the schedule in **Table 1: RFP Schedule of Events**. PRMP anticipates that any standard term or condition not noted in the vendor's response will be accepted as presented in this RFP during negotiations. Refer to **Attachment I: Terms and Conditions Response** for guidance on exceptions. The final terms of the contract will be discussed with the successful vendor during contract negotiations.

A copy of a draft Business Associate Agreement (BAA) is also included as **Appendix 4B. Business Associate Agreement**.

6 Proposal Evaluation

6.1 Evaluation Process

Proposals will be evaluated in two parts by a committee of five (5) or more individuals. Three (3) present members of the evaluation committee will constitute the necessary quorum to conduct the evaluation process. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. Oral presentations will be conducted, as outlined in **Section 6.6 Oral Presentations**.

Only proposals that receive the minimum acceptable technical score (70% of applicable technical evaluations points) will be eligible to move forward to cost proposal evaluations.

If no vendor reaches the 70% applicable technical evaluation points, a secondary threshold of 65% will automatically be triggered. In the event that all vendors fail to meet the secondary threshold of 65%, the evaluation committee will recommend canceling the RFP or proceed with vendors that pass the mandatory screening.

The number of proposals that the evaluation committee moves forward from technical evaluations to cost evaluations may be relative to the total number of proposals submitted and subject to the discretion of the evaluation committee. Those proposals that are not moved forward from technical evaluations will not have their cost proposals scored. The evaluation committee reserves the right to revisit proposals if a technical and/or cost deficiency is discovered during the evaluation. If the evaluation committee determines that a proposal is non-responsive and rejects it after opening cost proposals, the solicitation coordinator will recalculate scores for each remaining responsive cost proposal to determine (or redetermine) the apparent best-ranked proposal.

The evaluation committee will recommend contract award to the vendor that receives the highest overall point score of all eligible vendors and demonstrates it meets all mandatory specifications, meets at least the minimum acceptable technical score, and was selected to move forward to cost proposal evaluations.

6.2 Evaluation Criteria

Proposals will be evaluated based on criteria in the solicitation and information contained in the proposals submitted in response to the solicitation. Proposals will be initially screened to assess whether the proposal meets or exceeds the mandatory specifications listed in **Attachment E: Mandatory Specifications**. Proposals passing the initial review will then be eligible to be evaluated and scored across six (6) 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 in Global Criteria 1 through 4 for a total of 750 of the 1,000 points. Cost represents 200 of the 1,000 total points. The scoring of oral presentations is up to an additional 50 points.

Table 8: Scoring Allocations

Scoring Area	Points Allocated
Mandatory Specifications	Pass/Fail
Technical Proposal	
• Global Criterion 1: Vendor Qualifications and Experience	100 Points Possible
• Global Criterion 2: Vendor Organization and Staffing	100 Points Possible
• Global Criterion 3: Approach to SOW and Outcomes	500 Points Possible
• Global Criterion 4: Initial Project Schedule	50 Points Possible
Technical Proposal Maximum Points	750 points
Global Criterion 5: Cost Proposal	200 Points Possible
Global Criterion 6: Oral Presentations	50 Points Possible
TOTAL POSSIBLE POINTS	1,000 Points

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

6.3 Clarifications and Corrections

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

- Determine that the response adequately meets RFP specifications for further evaluation
- Clarifications and/or corrections may be focused on all sections of the RFP, except the scope of work, at the evaluation committee's sole discretion
- Request clarifications or corrections for consideration before further evaluation
- Determine the response to be non-responsive to the RFP and reject it

6.4 Failure to Meet Mandatory Specifications

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

6.5 Technical Proposal Opening and Evaluation

PRMP will document and open the technical proposals received by the bid opening deadline. All proposals that pass the pre-screening for compliance with the mandatory specifications will be provided to the evaluation committee for technical evaluation. The evaluation committee will review the technical proposals, assign points where appropriate, and document the justifications for those proposals that should move forward to cost proposal evaluations.

The evaluation committee may solicit the support of a technical committee throughout the proposal evaluation phase. The technical committee will be comprised of PRDoH resources who will be responsible for providing specific subject matter expertise to advise and support the

evaluation committee with their responsibilities. The technical committee's role is limited to advising the evaluation committee.

Technical proposals will be posted for public inspection after technical and cost evaluations are complete and the Award Notification has been posted. See **Section 7: Contract Award Process** for additional details.

6.6 Oral Presentation

Oral presentations will be required for vendors passing the minimum scoring thresholds. If oral presentations are held at the beginning of the technical evaluation process, then all vendors who pass the mandatory pre-screening process will be eligible to participate in oral presentations. If oral presentations are held at the end of the technical evaluation process, only vendors who both pass the mandatory pre-screening process and meet the minimum acceptable technical score will be eligible for 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 capability to meet the requirements and goals of the RFP. Vendors will be asked to provide PRMP with printed and electronic (USB or CD) copies of the presentation (original and redacted) used during the oral presentation. If oral presentations are conducted virtually, the vendor will send the presentation via email prior to the scheduled event. PRMP reserves the right to request printed copies as well.

Oral presentations may be held using virtual platforms like Microsoft Teams® or Zoom.

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

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 scheduled event. PRMP reserves the right to record oral presentations. The criteria for evaluating oral presentations will be the following:

1. Did the vendor's presentation demonstrate extensive knowledge of managing the services required by the RFP?
2. Did the vendor's presentation demonstrate a clear understanding of the specifications of the RFP?
3. Did the vendor professionally present and manage their presentation, including time management?
4. Did the vendor fully respond to questions asked by the Evaluation Committee in a direct and applicable manner?
5. Was the overall impression of the strength and quality of the vendor's solution positive?

Each of the criteria is worth 10 points, for a total possible 50 points. Each vendor will have 45 minutes for their presentation followed by 15 minutes for questions, if any. Each participating vendor will receive a communication from medicaid.procurement@salud.pr.gov with their respective time slot for their presentation.

The vendors are hereby advised that the presentations will not lead to changes in scoring in parts of the evaluation already addressed by the technical proposals. The vendors will be evaluated following the criteria established in Section 6.2 Evaluation Criteria of the RFP.

6.7 Cost Proposal Opening and Evaluation

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

Each cost proposal, for vendors who are selected to move forward to cost proposal evaluations, will be scored according to the following formula:

$$\frac{\text{lowest offeror's cost}}{\text{the offeror's cost being scored}} \times \text{the maximum number of cost points available}$$

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

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

6.8 Reference Checks

PRMP may conduct reference checks to verify and validate the past performance of the vendor and its proposed subcontractors. Refer to Vendor References in **Attachment C: Vendor Qualifications and Experience** for the vendor reference criterion. See **Appendix 5: Procurement Library**, PL-008 for a ruling by the Puerto Rico Supreme Court regarding vendor and staff qualifications and other considerations. The provided decision in PL-008 clarifies that the experience of a company or corporation is not separate from the experience of the people who work for or are engaged by the company. If vendors propose key personnel that have been recently hired, for instance, if those key personnel have the appropriate length and breadth of experience, then that should be acceptable. Vendors may leverage their key personnel experience as company experience as long as it meets the terms required by the RFP for references and experience. It will not affect how references are scored or their weight.

7 Contract Award Process

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 the consequences of failure to negotiate.

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 will be conducted in a manner that supports fairness in response improvement. PRMP intends to award this contract to one vendor.

7.1 Clarifications

PRMP may identify areas of a response that may require further clarification or areas in which it is apparent 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.

7.2 Negotiations

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

7.3 Failure to Negotiate

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

7.4 Evaluation Committee

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

The PRMP executive director will review the evaluation committee's recommendation regarding 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.

7.5 Notice of Award

After identification of the vendor, PRMP will issue a Notice of Award, identifying the apparent best-ranked response and making the RFP files available for public inspection following the Contract Signature and Distribution date. 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 4A: Proforma Contract Draft**. The vendor must sign the contract by the contract signature deadline detailed in **Section 1.3: RFP Timeline**. If the vendor fails to execute 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 vendor selection process.

7.6 Administrative and Judicial Review Process

According to 3 L.P.R.A. § 9655, the party adversely affected by a partial or final resolution or order may, within twenty (20) days from the date of filing in the records of the notification of the resolution or order, file a motion for reconsideration of the resolution or order. The agency must consider it within fifteen (15) days of the filing of said motion. If it rejects it outright or does not act within fifteen (15) days, the term to request judicial review will begin to count again from the date of notification of said denial or from the expiration of those fifteen (15) days, as the case may be. If a determination is made in its consideration, the term to request judicial review will begin to count from the date on which a copy of the notification of the agency's resolution definitively resolving the motion for reconsideration is filed in the records. Such resolution must be issued and filed in the records within ninety (90) days following the filing of the motion for reconsideration. If the agency grants the motion for reconsideration but fails to take any action in relation to the motion within ninety (90) days of its filing, it will lose jurisdiction over it and the term to request judicial review will begin to count from the expiration of said ninety (90) day term unless the agency, for just cause and within said ninety (90) days, extends the term to resolve for a period that will not exceed thirty (30) additional days.

If the filing date in the records of the copy of the notification of the order or resolution is different from the one submitted through ordinary mail or sent by electronic means of said notification, the term will be calculated from the date of submission through ordinary mail or by electronic means, as appropriate.

The party filing a motion for reconsideration must submit the original motion and two (2) copies either in person or by certified mail with return receipt to the Division of Administrative Hearings within the Legal Advisory Office of the Department of Health. The requesting party must also notify all other involved parties within the designated timeframe and include proof of this notification in the motion.

Submissions must be made as follows:

For personal delivery: Monday through Friday (excluding holidays), between 8:00 a.m. and 4:30 p.m., at the following address:

Department of Health, Legal Advisory Office - Division of Administrative Hearings
1575 Avenida Ponce de León, Carr. 838, Km. 6.3,
Bo. Monacillos, San Juan, Puerto Rico 00926.

Alternatively, by certified mail with return receipt, to the following postal address:

Legal Advisory Office - Division of Administrative Hearings
Department of Health
PO Box 70184
San Juan, Puerto Rico
00936-8184

7.7 Terms for Filing a Review 3 L.P.R.A. Section 9672

According to 3 L.P.R.A. § 9672, a party adversely affected by an agency's final order or resolution, and who has exhausted all remedies provided by the agency or the appropriate appellate administrative body, may file a request for judicial review with the Court of Appeals within thirty (30) days. This period begins from either the date the notification of the agency's final order or resolution is filed in the records or the applicable date provided under 3 L.P.R.A. § 9655, when the time limit for requesting judicial review has been interrupted by the timely filing of a motion for reconsideration.

The party requesting judicial review must notify the agency and all other involved parties of the filing simultaneously or immediately after submitting the request to the Court of Appeals. Notification to the agency must be sent to the same addresses designated for the filing of motions for reconsideration. The notification of the filing submitted to the Court of Appeals must include all annexes.

If the filing date of the copy of the notification of the agency's final order or resolution in the records differs from the date it was deposited in the mail, the time period for requesting judicial review will be calculated from the date of deposit in the mail.

The judicial review provided herein shall be the exclusive remedy for reviewing the merits of an administrative decision, whether it is of an adjudicative nature or of an informal nature issued under 3 L.P.R.A. § 9601 et al.

The mere presentation of a motion for reconsideration or request for judicial review does not have the effect of preventing the Puerto Rico Medicaid Program (PRMP) from continuing with the

procurement process within this request for proposals, unless otherwise determined by a court of law

Finally, any party adversely affected by this Award Notification that decides to file a motion for reconsideration according to 3 L.P.R.A. § 9655 and eventually files a request for judicial review according to 3 L.P.R.A. § 9672, must comply with a Notice Requirement meaning that they have the obligation to inform other participating parties to ensure transparency, fairness, and due process.

7.8 Performance

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

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

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

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

The vendor will deduct any amount due because of the failure to meet SLAs from invoices, and those deductions will 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.

7.9 Travel

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



7.10 Facilities Access

PRMP will provide the vendor with on-site cubicle space for up to two (2) vendor staff. PRMP reserves the right to reallocate its on-site space, as necessary. The vendor will be responsible for coordinating additional on-site accommodations, beyond what is provided by PRMP, for all key staff who are required to be on-site, per this RFP.



ATTACHMENTS

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Attachment A: Cost Proposal Instructions

Attachment A: Cost Proposal is a Microsoft Excel® workbook that includes instructions for vendors to submit the TPL RFP cost proposal. Vendors may not reformat PRMP's cost workbook.

The cost proposal must be submitted separately from the technical proposal. PRMP will reject any cost proposal submission with a cost proposal workbook that includes unauthorized formatting changes, has been altered by the proposer, and/or is not sealed and submitted separately from the technical proposal.

The vendor's cost proposal should provide sufficient detailed information to allow PRMP to assess the reasonableness of the vendor's cost. PRMP's goal is to compare total cost to deliver the scope of work in this RFP; therefore, all cost proposals will be evaluated based on a proposed cost and total cost basis.

The vendor's cost proposal should be complete for each area identified in **Table 9: Cost Proposal Worksheet Tabs**. There are eleven (11) tabs in the cost proposal worksheet, as identified below:

Table 9: Cost Proposal Worksheet Tabs

Worksheet Tab	Description
1. Instructions	Instructions for completing the Cost Workbook in accordance with the RFP.
2. Cost Summary	<ul style="list-style-type: none"> The Total Cost Summary table is the worksheet summarizes total proposed costs. There are no fields for vendor completion in this table. The 'DDI and M&O Allocation' table requires vendors to enter only the number of months allocated to the DDI phase in Year 1 and Year 2. No other components in this table may be changed or formatted by the vendor.
3. Labor Rates	Worksheet for vendor to itemize hourly rate structures for proposed project staff.
4. Project Deliverables	Worksheet describing project deliverables associated with each payment milestone.
5. DDI Support	Worksheet for vendor to itemize project hours by resource for DDI support, not including project deliverables support.
6. M&O Support	<ul style="list-style-type: none"> Worksheet for vendor to itemize project hours by resource for M&O support, not including deliverables support and Hosting & Disaster Recovery (tab 8) Packaged Software (tab 9) Hardware, if applicable (tab 10)
7. TPL Activities	Worksheet for vendor to itemize TPL recovery retainage percent and cost per TPL verification.
8. Hosting & Disaster Recovery	Worksheet for vendor to itemize monthly hosting and disaster recovery costs.

Worksheet Tab	Description
9. Packaged Software	Worksheet for vendor to itemize all one-time and ongoing packaged software costs.
10. Hardware (If Applicable)	Worksheet for vendor to itemize all one-time and ongoing hardware costs (if applicable).
11. Assumptions	Worksheet for vendor to itemize all assumptions upon which its pricing is dependent.

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

The cost proposal Excel workbook assumes that the DDI phase will be twelve (12) months and the TPL contract will be active for at least two (2) years (the base term of the contract) with two optional two (2)-year extensions (potential for six [6] years total). During the optional years, PRMP may execute contracts for vendor services that span one (1) or more months. Vendors have the capability to propose a DDI phase of greater than or less than 12 months using the instructions provided in Attachment A: Cost Proposal.

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

Payment Methodology

The following sub-sections details how payments will be invoiced and managed for all contract phases:

DDI

The vendor will submit invoices throughout Phase I of the contract. As deliverable payment milestones are completed, the vendor will be allowed to invoice for the full dollar amount associated with that payment milestone.

- Payment Milestone 1: PRMP acceptance of deliverables D01 – D06
- Payment Milestone 2: PRMP acceptance of deliverables D07 – D13
- Payment Milestone 3: PRMP acceptance of deliverables D14 – D24
- Payment Milestone 4: PRMP acceptance of deliverables D25 – D32

Recurring deliverables, such as monthly status reports, schedules, and system reports are also incorporated into the deliverables cost, using the vendor guidance detailed in Tab 4. Project Deliverables.

If other work is identified outside of the deliverables, it will be costed as indicated in the DDI Support tab.

M&O



Upon initiation of M&O, the vendor will submit a monthly invoice for M&O that is inclusive of the total costs for maintenance and operations (M&O) support, hosting and disaster recovery, packaged software, and hardware. These costs and deliverables should be itemized and summarized in a total monthly fee for the system and services provided as a part of this contract. In addition to this monthly fee, the vendor should be prepared to invoice the total hours utilized from the M&O enhancements pool as is necessary (see item d. below). PRMP will withhold the final three months of vendor payments until PRMP is satisfied that the vendor has fulfilled its obligations under this contract.

TPL Activities

PRMP pre-filled the estimated volume of yearly transactions for TPL activities, namely for recoveries and for verified TPL adds. For the cost model, PRMP assumes a constant volume of transactions across all contract years in the M&O phase. M&O monthly invoices will reflect the total collected TPL recovery dollars, recovery retainage, and the total number of verified TPL records created and/or modified.

The vendor will enter the proposed retainage percent for recoveries in Attachment A: Cost Proposal spreadsheet, tab 7. TPL Activities. PRMP will calculate the TPL recovery retainage projected cost for each contract year or partial year with M&O activity.

PRMP defines retainage as the percentage of all monetary funds collected by the vendor for TPL recoveries that the vendor will deduct from total proceeds submitted monthly to PRMP. For example, if the retainage percent for a recovery is 10% and the vendor collected \$100, 10% of \$100 (\$10) will be retained by the vendor and \$90 remitted to PRMP.

The 'Verified Third Party Adds' activity is a per transaction cost of verifying liable third parties, not inclusive of Medicare. The vendor will enter the proposed cost per verification in Attachment A: Cost Proposal spreadsheet, tab 7. TPL Activities.

The monthly invoice will also include the total amount recovered, the total retainage, and the total number of verified third party adds. The vendor will supply necessary reporting to support the invoice.

Modifications and Enhancements Pool Hours

The vendor will perform modifications and enhancements as per the vendor's submitted and PRMP-approved Change Management Plan and upon written approval from PRMP. Anticipated changes are not guaranteed. PRMP reserves the right to add or remove scope from the change management activities.

PRMP has included a budget of 5,000 hours per year for contract modifications and/or enhancement activities that will be used as part of the scoring and evaluation process. The actual hours needed may be different and the budgeted hours are not guaranteed to be used. Only those hours approved in writing by PRMP as part of the change management process shall be allowable to be submitted as part of the invoice process.

- PRMP will use the "Labor Rates" the vendor supplied in Attachment A: Cost Proposal as a rate card for change requests using the Modifications and Enhancements Pool.



- PRMP defines modifications to include, but not be limited to, changes arising from normal business operations, changes in business rules, and system changes required to maintain compliance with federal regulations and standards. Modifications may occur ongoing throughout all project/contract phases and will be implemented upon PRMP approval.
- PRMP defines enhancements as being inclusive of, but not limited to, changes initiated by PRMP to achieve strategic objectives, implement new programs, and mature business capabilities. Enhancements are ongoing changes that may be made throughout all project/contract phases. Enhancements will only be implemented upon PRMP approval.
- The resolution of system defects at the fault of the vendor is the responsibility of the vendor. PRMP does not consider costs associated with defect remediation to be modification and/or enhancement activities. Costs attributed to said activities will be the responsibility of the vendor.

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

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



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

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

Title Page

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

Cover Letter

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

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

Authorized Vendor Representative

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 an original signature following the 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/Territory of
Incorporation*

By signature hereon, the vendor certifies that:

- All statements and information prepared and submitted in response to this RFP are current, complete, and accurate.
- The vendor's response meets the requirement of this RFP.
- 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.
- 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 the Commonwealth. 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 Buena Pro has been awarded in accordance with Commonwealth laws. If a vendor provides a redacted copy of its proposal along with an unredacted copy, PRMP will publish the redacted copy of the proposal.
- The vendor represented here is an authorized dealer in good standing of the products and services included in this response.
- 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/territory, or local governmental entity; are compliant with the Commonwealth's statutes and rules relating to procurement; and are not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://sam.gov/content/home>.
- Prior to the award, the vendor affirms it will have all current approvals, licenses, or other qualifications needed to conduct business in the Commonwealth.

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>

Vendor Information

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

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

Payment Address

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

Table 10: Payment Information

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

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Legal Notice Address

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

Table 11: Legal Notice Info

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

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Executive Summary

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

<Response>

Subcontractor Letters (If Applicable)

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

- The subcontractor's legal status, federal tax identification number, Data Universal Numbering System (DUNS) number, and principal place of business address.
- The name, phone number, fax number, email address, and mailing address of a person 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>

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.

All materials submitted to PRMP in response to this RFP will 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 Commonwealth laws. If a vendor determines there is a trade secret contained in the proposal, the vendor must send a written notification to the solicitation coordinator when submitting the proposal to help prevent public disclosure of the "trade secret." A redacted version of the technical proposal must be provided to 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. Redacted copies



should be in a separate envelope from the unredacted copies. The redacted copies (technical and cost) can be in the same envelope. 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 RFP (and all of the related amendments) in its entirety; that I understand the requirements, terms, conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the vendor to execute this bid or any documents related thereto on the vendor’s behalf; that I am authorized to bind the vendor in a contractual relationship; and that, to the best of my knowledge, the vendor has properly registered with any Commonwealth agency that may require registration.

(Company)

(Authorized Representative Name, Title)

(Contact Phone/Fax Number)

(Authorized Representative Signature)

Attachment C: Vendor Qualifications and Experience

This section of the vendor's technical proposal should include details of the vendor and subcontractor overview. The vendor's technical proposal should include organizational overview, corporate background, vendor's experience in the public sector, and certifications. See **Appendix 5: Procurement Library**, PL-008 for a ruling by the Puerto Rico Supreme Court regarding vendor and staff qualifications and other considerations

Organizational Overview

Provide all relevant information regarding the general profile of the vendor. The vendor is not to change any of the prefilled cells in the following table.

Table 12: 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 (for example, 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>
Number of Employees Providing the Type of Services Specified in the RFP	<Response>
Headquarters in the United States and its Territories	<Response>
Locations in the United States and its Territories	<Response>

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

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 prefilled cells in the following table.

Table 13: Subcontractor Overview

Subcontractor Overview	
Company Name	<Response>
Name of Parent Company (If Applicable)	<Response>
Industry – NAICS	<Response>
Type of Legal Entity	<Response>
Company Ownership (for example, 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>
Number of Employees Providing the Type of Services Specified in the RFP	<Response>
Headquarters in the United States and its Territories	<Response>
Locations in the United States and its Territories	<Response>

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Existing Business Relationships with Puerto Rico

The vendor will 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, Commonwealth municipalities, and/or other Commonwealth government agencies.

<Response>

Business Disputes

The vendor will 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 vendor sourcing activities, claims of unlawful employment discrimination, and anti-trust suits to which the vendor has 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 operation, each of these entities will submit this information as part of the response.

<Response>

Attestation of Compliance with CFR 45.75.328, Paragraph A

According to CFR 45.75.328, Paragraph A “All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

Vendors submitting a proposal must attest that they comply with the applicable portions of CFR 45.75.328, Paragraph A, including that submitting vendors and/or their associates were not involved in the development and/or administration of this RFP. The vendor’s authorized personnel must complete the form below to indicate their compliance with CFR 45.75.328, Paragraph A.

By signing below, I certify that I have reviewed and understand these requirements relative to compliance with CFR 45.75.328, Paragraph A in their entirety and can attest to compliance with all applicable requirements.



Printed Name of Authorized Personnel

Signature of Authorized Personnel

Date

Disclosure of Lobbying Activities

The vendor must disclose if any corporation was, or has been, hired to perform lobbying activities or notify if any partner or employees of the company are engaged in this type of activity, as it relates to this RFP. Such lobbying activities will be applicable at both the Puerto Rico (territory) and federal levels. This disclosure is, in part, in accordance with **31 U.S.C 1352**.

Vendors submitting a proposal must disclose their applicable lobbying activities, or lack thereof, using the form template below.

The vendor's authorized personnel must complete the form below to any applicable lobbying activity and associated details. If there are no applicable lobbying activities to disclose, then the vendor will indicate this by marking the corresponding box under **General Lobbying Attestation** and then marking the other prompts as not applicable (NA). If the vendor has multiple disclosures to submit, then the vendor may copy and paste the prompts in sections "External Lobbying Activities" and "Internal Lobbying Activities" as many times as necessary.

1. General Lobbying Attestation:

- Has your company leveraged its internal resources and/or hired an external entity to perform lobbying activities in either Puerto Rico or at the federal level related to this RFP (2025-PRMP-MES-TPL-002)

☐ Yes, I have applicable lobbying activities to disclose (If yes, fully complete form below).

☐ No, I do not have applicable lobbying activity to disclose.

2. External Lobbying Activities:

- If yes, please provide the following details:
 - Name of External Entity Performing Lobbying Activities:
 - Address:
 - City, State, and Zip Code:
 - Contact Information:
 - Lobbying ID/Registration Number (if applicable):
 - Summary of Lobbying Activities:



1. Entity/Individual being lobbied:
 2. Date range of applicable lobbying activities:
 3. Description of lobbying activities:
3. Internal Lobbying Activities:
- If yes, please provide the following details:
 - Name and Title of Individual Performing Lobbying Activities:
 - Lobbying ID/Registration Number (if applicable):
 - Contact Information:
 - Summary of Lobbying Activities:
 1. Entity/Individual being lobbied:
 2. Date range of applicable lobbying activities:
 3. Description of lobbying activities:

By signing below, I certify that I have reviewed and understand these requirements relative to disclosing lobbying activities in their entirety and the information included in the form below is complete and accurate.

Printed Name of Authorized Personnel

Signature of Authorized Personnel

Date

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. PRMP prefers vendors who provide references specifically related to taking over a Medicaid IT solution that is already in production.

Vendor (Prime) References Form

The vendor will include at least two (2) references from projects performed within the last seven (7) years that demonstrate the vendor's ability to perform the SOW described in this RFP. The vendor must include references from two (2) different clients/projects.

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

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

Table 14: Vendor References

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



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

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Subcontractor References (If Applicable)

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

Table 15: 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:		



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



Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Attachment D: Vendor Organization and Staffing

This section will provide instructions to vendors to submit their approach to staffing for the TPL contract using **Attachment D: Vendor Organization and Staffing**. See **Appendix 5: Procurement Library**, PL-008 for a ruling by the Puerto Rico Supreme Court regarding vendor and staff qualifications and other considerations.

Instructions

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

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

Initial Staffing Plan

As part of the vendor's proposal response, the vendor should provide an Initial Staffing Plan. In addition to the requirements described in and **Appendix 3: Key Staff Qualifications, Experience, and Responsibilities**, the vendor's narrative description of its proposed Initial Staffing Plan should include:

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

<Response>

Use of PRMP Staff

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

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

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

<Response>

Key Staff Resumes and References

Key staff consists 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 TPL solution services. Resumes for key staff named in the vendor's proposal should indicate the staff's role and demonstrate how each staff member's experience and qualifications will contribute to this vendor's success. Each key staff resume should be fewer than two (2) pages.

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

- Account Manager
- Business Lead
- Staff Attorney
- Accountant
- Certification Lead
- Information Security Architect/Privacy Data Protection Officer
- Operations Manager
- Project Manager
- Technical Manager
- Testing Manager
- Training Manager

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

<Response>

Key Staff Resumes

PRMP considers the key staff resumes as an indicator of the vendor's understanding of the skillsets required for each staffing area and the vendor's ability to perform them. Key personnel described in the proposal will become named resources on the project.

The vendor should complete the table below and include resumes of all individuals who are being initially proposed. If applicable, resumes should include work performed under the vendor's corporate experience and the specific functions performed on such engagements. Copies of diplomas, licenses, and credentials are encouraged but are not required and are not subject to the two-page limit.

Table 16: Proposed Key Staff and Roles

Name	Proposed Role	Years of Experience in Proposed Role

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Key Staff References

The vendor should provide two (2) references for each proposed key staff. The reference should be able to confirm that the staff has successfully demonstrated tasks commensurate to the tasks they will perform in alignment with this RFP and the resulting contract.

The name of the person to be contacted, phone number, client name, address, a brief description of work, and date (month and year) of employment should be given for each reference. These references should be able to attest to the candidate's specific qualifications. The reference given should be a person within a client's organization and not a coworker or a contact within the vendor's organization. PRMP may contact one or more of the references given, and the reference should be aware that PRMP may contact them for this purpose. Vendors may include PRMP as a reference for key staff; however, PRMP prefers vendors to provide key staff references from other states/clients.

Vendors should use the format provided in **Table 17: Key Staff References** below. Respondents may add additional rows and tables as necessary to submit Key Staff References but are prohibited from modifying the prefilled text.

Table 17: Key Staff References



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



Attachment E: Mandatory Specifications

This section provides instructions to vendors to respond to mandatory specifications.

Instructions

The vendor must agree to and meet the mandatory specifications as a part of the submitted proposal. Failure to meet any of the mandatory specifications of this RFP will result in disqualification of a proposal, in accordance with **6.4 Failure to Meet Mandatory Specifications**. The term “must” stipulate and identifies a mandatory specification. The vendor is to demonstrate compliance with mandatory specifications in its proposal. If the vendor’s proposal meets the mandatory specifications, it will be included in the technical proposal evaluations and may also be included in the cost evaluation of this RFP. For mandatory specifications that involve documentation, vendors should include that documentation with their technical proposal.

The vendor must sign upon the line at the conclusion of Attachment E certifying that it has reviewed and understands these mandatory specifications in their entirety. Through signing, the vendor agrees to meet and continue to meet each of the requirements in full, for the duration of the contract. If a vendor responds with “No” to one or more mandatory specifications, the proposal will be considered non-responsive and will be disqualified per **Attachment E: Mandatory Specifications** and **Section 6.4: Failure to Meet Mandatory Specifications**. Any mandatory specification without a response value will be considered “No.”

Submission Requirements

This RFP includes multiple sections that specify proposal submission requirements, including, but not limited to:

- **Section 1.3 RFP Timeline**
- **Section 4.11 Proposal Submittal and Instructions**
- Attachments:
 - **Attachment A: Cost Proposal Instructions**
 - **Attachment B: Title Page, Vendor Information, Executive Summary, Subcontractor Letters, and Table of Contents**
 - **Attachment C: Vendor Qualifications and Experience**
 - **Attachment D: Vendor Organization and Staffing**
 - **Attachment E: Mandatory Specifications**
 - **Attachment F: Outcome Traceability Matrix Instructions**
 - **Attachment G: Response to SOW**
 - **Attachment H: Initial Project Schedule Instructions**
 - **Attachment I: Terms and Conditions Response**



- Appendices:
 - **Appendix 1A: Deliverable Review Process**
 - **Appendix 1B: Deliverables Dictionary**
 - **Appendix 2: SLAs and Performance Standards**
 - **Appendix 3: Key Staff Qualifications, Experience, and Responsibilities**
 - **Appendix 4A: Proforma Draft Contract**
 - **Appendix 4B: Business Associate Agreement**
 - **Appendix 5: Procurement Library**
 - **Appendix 6: Acronyms, Abbreviations, and Terms Glossary**

The vendor must at least meet all proposal submission requirements as part of this RFP, including, but not limited to, formatting, completeness, timeliness, and accuracy, as described in the identified sections. Signatures are mandatory in all areas on the RFP where specifically requested from the vendor.

Mandatory Requirements

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

Table 18: Mandatory Requirements

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement
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.	<Y/N?>	<Response>
2. The vendor must support PRMP's requests for information in response to activities including, but not limited to: <ul style="list-style-type: none"> • Compliance audits • Investigations • Legislative requests 	<Y/N?>	<Response>
3. The vendor must provide authorization from a parent, affiliate, or subsidiary organization for PRMP to have access to its records if such a relationship exists that impacts the vendor's performance under the proposed contract.	<Y/N?>	<Response>
4. The vendor must help ensure that all applications inclusive of internet, intranet, and extranet associated with this contract are compliant with Section 508 of the Rehabilitation Act of 1973, as amended by 29 United States Code (U.S.C.) §794d, and 36 CFR 1194.21 and 36 CFR 1194.22.	<Y/N?>	<Response>
5. The vendor must provide increased staffing levels if requirements, timelines, quality, or other standards are not being met, based solely on the discretion of and without additional cost to PRMP. In making this determination, PRMP will evaluate whether the vendor is meeting service levels as defined in the contract.	<Y/N?>	<Response>
6. The vendor must provide evidence that staff have completed and signed all necessary forms prior to executing work for the contract.	<Y/N?>	<Response>

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement
7. The vendor staff must not have the capability to access, edit, and share personal data with unauthorized staff, including, but not limited to: <ul style="list-style-type: none"> • PHI • PII • Financial transaction information • Federal tax information (FTI) • SSA data including, but not limited to, family, friends, and acquaintance information 	<Y/N?>	<Response>
8. The vendor must comply with current and future Commonwealth and federal regulations as necessary to support the services outlined in this RFP.	<Y/N?>	<Response>
9. The vendor must perform according to agreed-upon SLAs and associated metrics based on Appendix 2: SLAs and Performance Standards. Note: SLAs will be negotiated/agreed upon between PRMP and the vendor.	<Y/N?>	<Response>
10. The vendor must provide a drug-free workplace, and individuals must not engage in the unlawful manufacture, distribution, dispensation, possession, abuse, or use of a controlled substance in the performance of the contract. (Drug-Free Workplace Act of 1988)	<Y/N?>	<Response>
11. The vendor must perform all work associated with this contract within the continental United States (U.S.) or U.S. Territories.	<Y/N?>	<Response>
12. The vendor must comply with federal Executive Order 11246 related to Equal Employment Opportunity Act, the Clean Air Act, and the Clean Water Act.	<Y/N?>	<Response>
13. The vendor must serve as a trusted partner to PRMP and represent PRMP's interests in all activities performed under the resulting contract.	<Y/N?>	<Response>

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement
<p>14. On a monthly basis the vendor must, at a minimum, include the standard invoice package contents for PRMP, including, but not limited to:</p> <ul style="list-style-type: none"> • 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. • A list of all services completed within an invoice period, as well as evidence that PRMP has accepted and approved the work. • Three (3) physical and one (1) electronic invoice package in support of PRMP's review and approval of each invoice. <ul style="list-style-type: none"> ○ Invoice Package #1: Original invoice with original signature ○ Invoice Package #2: Hard copy duplicate of Invoice Package #1 ○ Invoice Package #3: Hard copy duplicate of Invoice Package #1 ○ Invoice Package #4: Electronic copy of Invoice Package #1 	<Y/N?>	<Response>
<p>15. The vendor must agree that PRMP retains ownership of all data, procedures, applications, licenses, and materials procured or developed during the contract period, in accordance with the CEF and 42 CFR § 433.112.</p>	<Y/N?>	<Response>
<p>16. The vendor must produce training materials and external-facing deliverables in both English and Spanish (as spoken in Puerto Rico). The vendor must be able to support both in-person and online training options in both English and Spanish (as spoken in Puerto Rico).</p>	<Y/N?>	<Response>

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Mandatory Qualifications

The vendor must complete this section to demonstrate it has the experience needed to meet the requirements in this RFP. The table below lists each mandatory qualification. The vendor must note whether it meets the qualification and provide narrative demonstrating fulfillment of the requirement. See **Appendix 5: Procurement Library**, PL-008 for a ruling by the Puerto Rico Supreme Court regarding vendor and staff qualifications and other considerations

Table 19: Mandatory Qualifications

Mandatory Qualification Item(s)	Vendor Meets Qualification? Y/N	Provide a Brief Narrative to Demonstrate Fulfillment of Requirement
The vendor must have at least five (5) years of experience in operating and managing a TPL solution of similar size, scope, and complexity as described in this RFP.	<Y/N?>	<Response>
The vendor must include at least two (2) references from projects performed within the last seven (7) years that demonstrate the vendor's ability to perform the SOW described in this RFP.	<Y/N?>	<Response>
The vendor must include references from two (2) different projects/clients that provide details on the vendor's experience implementing and operating a TPL solution.	<Y/N?>	<Response>

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

See **Appendix 5: Procurement Library**, PL-008 for a ruling by the Puerto Rico Supreme Court regarding vendor and staff qualifications and other considerations.

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

(Company)

(Authorized Representative Name, Title)

(Signature)

(Contact Phone/Fax Number)

(Date)

Attachment F: Outcome Traceability Matrix Instructions

The following instructions supplement instructions provided within Microsoft Excel® file **Attachment F: Outcomes Traceability Matrix (OTM)**.

Instructions

The vendor must note compliance with each outcome and the associated measure, metric, target setting, performance standard, and/or liquidated damage listed in the Vendor's Disposition column of Tab 3. Outcomes using only the values that appear in the drop-down list.

Vendor's Disposition values are outlined below:

- **“Will Meet”**: The vendor agrees to meet the outcome and each outcome's associated measure, metric, target setting, performance standard, and liquidated damage. The vendor must respond with “Will Meet” for each outcome for the proposal to be considered responsive to the PRMP requirements and be further evaluated.
- **“Will Not Meet”**: The vendor declines to meet the outcome and each outcome's associated measure, metric, target setting, performance standard, and liquidated damage. If a vendor responds with “Will Not Meet” to one or more outcomes, the proposal will be considered non-responsive and will be disqualified per **Section 6.4: Failure to Meet Mandatory Specifications**.

All outcomes must contain one of the values identified above. Any outcome without a Vendor's Disposition response value will be considered “Will Not Meet.”

The vendor must provide the specific attachment, section, and page number(s) reference where the detailed narrative response for each outcome resides, providing PRMP with a crosswalk and supporting that each outcome is included in the vendor's response. The Attachment column has been pre-populated with the location that PRMP anticipates the narrative response to reside; however, it is up to the vendor to update that column accordingly should the vendor respond to an outcome in a different location.

Attachment G: Response to SOW

General Instructions

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

Vendors are required to respond to all specifications, outcomes, and deliverables expressed in the RFP. The vendor must explain how it will perform, at a minimum, all necessary services and meet all expectations detailed in this RFP.

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

Narrative Response

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

The text response to each section must be fourteen (14) pages or less in 11-point font, single spaced, with each response beginning on its own page with the associated section's reference on the top of the page. The vendor may also add up to two (2) pages of images or diagrams for each response. Responses beyond fourteen (14) pages of text and sixteen (16) total pages including images and diagrams will not be reviewed.

General TPL

- Perform Project Management
- Build Training Materials and Conduct Training
- Support OCM
- Establish Business Rules Engine (BRE)
- Perform Integration and Establish Interfaces
- Perform TPL Solution Testing
- Manage Implementation and Acceptance
- Plan and Execute CMS Certification Activities
- Conduct Operations, Maintenance, and Configuration



- Perform Project Turnover and Closeout Activities
- Perform Data Management

<Response>

Identify TPL

- Establish Interface with the MMIS
- Establish Interface with MEDIT3G
- Identify Other TPL Data Sources
- Perform Data Matches
- Develop Reports

<Response>

Cost Avoidance – Come Behind

- Conduct MCO Coordination and Reporting
- Provide SME Support and Analysis

<Response>

TPL Pay-and-Chase

- Provide SME Support and Analysis

<Response>

TPL Recovery

- Perform Come Behind Services and Recoveries
- Identify Absent Parent's Insurance and Pursue Recovery
- Develop MMIS Recovery Federal Reporting Process
- Lump-Sum Recoveries Fund Code Assignment
- Conduct Case Management and Tracking
- Develop Reports
- Conduct Correspondence Management
- Establish TPL Refund Process
- Establish Workflow



<Response>

Attachment H: Initial Project Schedule Instructions

This attachment provides the instructions to vendors for including their Initial Project Schedule as part of their TPL proposal.

Instructions

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

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

- Detailed tasks and timelines, outlining the major sections and subsections covered in **Section 5: SOW**.
- The Work Breakdown Structure (WBS) to support the identification and establishment of critical path.
- The Project Schedule for all project deliverables and milestones.
- Identification of resources assigned as the responsible entity for each activity/deliverable within the WBS to the level at which control will be exercised.
- Identification of which activities may involve PRMP staff and/or other MES vendors including specify task details for assigned resources within the schedule.
- Identification of deliverables that may require more or less time for PRMP acceptance, including the proposed acceptance period for the deliverable.

In their evaluation of the vendor's Initial Project Schedule, the evaluation committee will be evaluating the vendor's ability to create a detailed Project Schedule that provides a detailed overview of the items listed above.

While PRMP is interested in achieving TPL implementation as soon as possible, vendors are expected to create an Initial Project Schedule that reasonably balances the go-live timeline with critical project tasks, dependencies, and other items as listed above.

The Initial Project Schedule should presume a contract execution date of 09/15/2025. The actual contract execution date is subject to change and will be dependent on related contract negotiations as a part of this award.

Attachment I: Terms and Conditions Response

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

Title Page

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

RFP Terms and Conditions

The TPL RFP Terms and Conditions consist of provisions throughout this RFP. Moreover, these provisions encapsulate instructions, Commonwealth, 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.

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

Printed Name of Authorized Personnel

Signature of Authorized Personnel

Date

Customary Terms and Conditions

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

- **Appendix 2: SLAs and Performance Standards**
- **Appendix 4A: Proforma Contract Draft** (inclusive of Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement)

Complete the table below and provide a signature stipulating the vendor's acknowledgment, completed review, and acceptance of these documents.

Printed Name of Authorized Personnel

Signature of Authorized Personnel

Date

Terms and Conditions Exceptions

If the vendor is **not** taking exceptions to any PRMP Terms and Conditions, then the vendor must provide a binding signature stipulating its acceptance of these documents.

If the vendor is taking exceptions to any PRMP Terms and Conditions, then the vendor should write "Taking Exceptions" on the line below and should follow the instructions for taking exceptions, as listed in **Attachment I: Terms and Conditions Response, Exceptions**.

Enter on the line above: ("Taking Exceptions" or "No Exceptions Requested")

Printed Name of Authorized Personnel

Signature of Authorized Personnel

Date

Mandatory Requirements and Terms

The following items are mandatory requirements and terms. Proposers must provide its affirmative acceptance of these items to move forward with consideration under this RFP.

- The awarded vendor must be registered with the "Registro Único de Proveedores de Servicios Profesionales" (RUP) from the Puerto Rico General Services Administration (ASG) and with the Puerto Rico Treasury Department (Hacienda) for the collection of sales and use tax (Impuesto sobre Ventas y Uso [IVU]) as a provider (if applicable) in the Sistema Unificado de Rentas Internas (SURI). RUP registration is not required for participation in this procurement; however, it is required to contract signing. PRMP will not award a contract unless the vendor provides proof of such registration or provides documentation from the Puerto Rico Treasury Department that the vendor is exempt from this registration requirement in the SURI system. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For more

information, refer to the Puerto Rico 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 the Commonwealth. Each Certificate of Insurance must indicate current insurance coverage meeting minimum requirements as specified by this RFP. A failure to provide a current Certificate of Insurance will be considered a material breach and grounds for contract termination. A list of the insurance policies that may be included in this contract is provided in **Appendix 4A: Proforma Draft Contract**. A performance bond may be required for the contract resulting from this RFP.
- **Appendix 2: SLAs and Performance Standards**
- **Appendix 4: Proforma Draft Contract, inclusive of HIPAA BAA**

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

Complete the table below and provide an authorized signature stipulating the vendor's acknowledgment, understanding, and acceptance of the mandatory requirements and terms stipulated in this section.

Printed Name of Authorized Personnel

Signature of Authorized Personnel

Date

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>

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 terms or conditions 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. Further, all exceptions are subject to PRMP's approval and may be rejected at PRMP's discretion.

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

Identify and explain any exceptions to PRMP's terms and conditions using the tables provided in the following pages. Vendors may insert additional tables, as needed. If no changes are listed, the vendor indicates that no changes to the Terms and Conditions are proposed and that the vendor intends to accept them as written if the vendor's proposal is selected. Mandatory specifications and terms noted in this RFP are non-negotiable.

The vendor may add additional tables, as appropriate.

- Do not submit vendor's Standard Terms and Contracting Provisions in lieu of stipulating exceptions below
- Making revisions to PRMP statutes and regulations is prohibited
- PRMP has no obligation to accept any exception(s)

Table 20: Exception #1

Document Reference	Vendor's Explanation	Vendor's Proposed Alternative Language (If Applicable)
(Reference Specific Contractual Document and Section in Which Exception is Taken)	(Required for Any Exception)	Cross-Reference to Specific Section of Vendor's Terms (If provided as part of RFP response)

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Table 21: Exception #2

Document Reference	Vendor's Explanation	Vendor's Proposed Alternative Language (If Applicable)
(Reference Specific Contractual Document and Section in Which Exception is Taken)	(Required for Any Rejection/Exception)	Cross-Reference to Specific Section of Vendor's Terms (If provided as part of RFP response)

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.



APPENDICES

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Appendix 1A: Deliverable Review Process

All deliverables produced, maintained, and reviewed by the vendor must be done with the goals of encouraging reuse and maintaining consistency of content, format, methodologies, development, review, and approval processes. The vendor should maintain consistency and encourage reuse across operations and throughout the MES. The vendor should reference PgMO Plan Aids when developing project deliverables. The PgMO Plan Aids and supporting MES guidance should be referenced in conjunction with the ePMO Management Plans and supporting guidance. Reference **Appendix 5: Procurement Library** for more details.

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

Normal business hours are considered Monday through Friday 8 a.m. to 6 p.m. AST. Normal business days exclude Commonwealth and federal holidays. If a deliverable due date falls on a weekend or a PRMP-recognized holiday, then the deliverable due date will be the next business day.

All deliverables should be provided to PRMP in a format most conducive to PRMP's review and approval, based on the deliverable's specifications. The vendor will not print and submit paper copies of reports unless requested by PRMP. Final deliverables should be submitted to PRMP in the original report format, accompanied with a PDF copy.

Deliverable Review Process

PRMP intends to review all deliverables according to the process shown in **Figure 3: DED and Deliverable Review Process** and in the PRMP-approved Documentation Management Plan, as described in this RFP. Documentation will be saved in a location to be determined by PRMP prior to the award of the contract. The vendor's quality management process should be aligned with this deliverable review process and followed in conformance with any review process specifically designed for this project. The review process allows PRMP and other stakeholders to evaluate whether the deliverable meets the requirements and is functional in the context of the system.

Deliverable Expectation Document (DED)

As part of the deliverable development and review process, the vendor shall create a DED for each deliverable defined in the Deliverables Dictionary of this RFP to obtain approval of a deliverable's content, format, and acceptance criteria from PRMP. A DED is a document that includes an outline of the deliverable and description of the content planned for the deliverable. All deliverables defined in the Deliverables Dictionary of this RFP in Appendix 1 require a DED submission, unless waived by PRMP in writing. As each project deliverable is submitted, the vendor must include a copy of the project deliverable's DED as the cover sheet.

The DED must include, but not be limited to:

- Table of Contents
- DED purpose
- Proposed outline of the sections to be included in the deliverable

- Detailed explanation of proposed content the vendor plans to include in each section
- Proposed deliverable format
- Deliverable assumptions, constraints, and stakeholders
- Deliverable acceptance criteria

Prior to drafting the deliverable, the vendor must submit a DED to PRMP for its review and/or approval. During the deliverable review process, PRMP project team will review the deliverable to determine whether it meets all requirements as agreed upon and defined in the DED. Before submitting a deliverable, the vendor must schedule a deliverable walkthrough with PRMP project team to provide a high-level review of the deliverable. Plans for scheduling deliverable walkthroughs should be integrated into Deliverable #D06: Project Schedule.

Initial Deliverable Submission

The deliverable review process begins the vendor's deliverable submission. Deliverables will be submitted in a client-ready state aligned with the PRMP-approved DED, with no grammatical errors and with formatting appropriate for PRMP approval. The date of a deliverable's receipt will be defined based on the time of submission. If a deliverable is submitted on a non-business day (such as a weekend or holiday) or after normal business hours, the next business day will become the date of receipt. PRMP or its designee will provide the vendor with either a notice of deliverable approval, a notice of conditional approval, a notice of return, or a request for additional time to complete its review beyond the standard ten (10) business days allotted from the date of receipt of each deliverable.

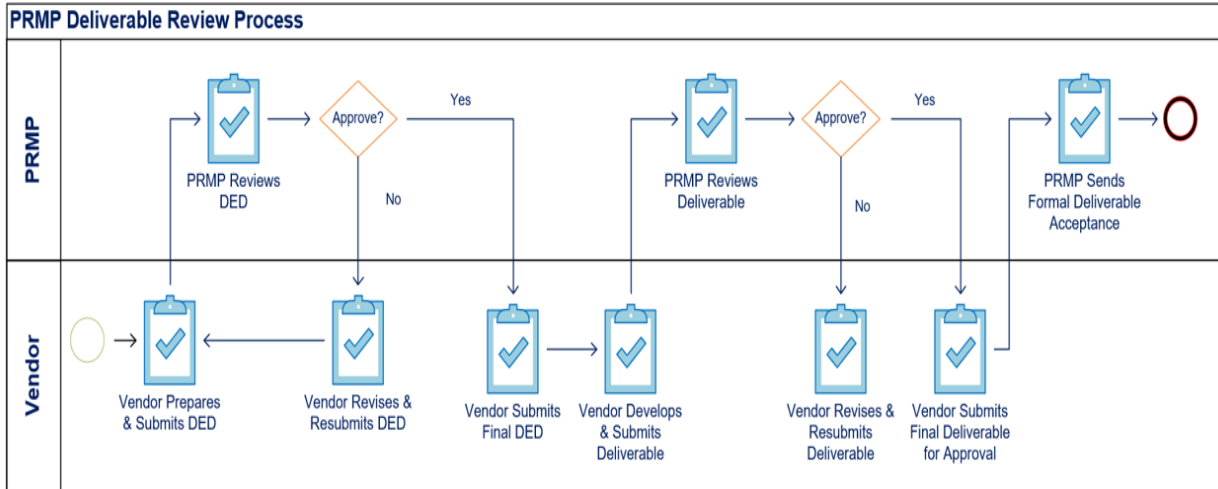
If any portion of the deliverable is unacceptable, PRMP will outline in the notification the reason(s) for returning the deliverable. The vendor will have five (5) business days from the date of return by PRMP to correct any deficiencies and resubmit the deliverable to PRMP. PRMP will have an additional five (5) business days from the date the vendor resubmits the deliverable to review the document. When PRMP finds the deliverable acceptable, PRMP will provide the vendor with written approval of the deliverable.

Second Deliverable Submission

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

Figure 3: DED and Deliverable Review Process illustrates the review steps and approval process for each deliverable review cycle.

Figure 3: DED and Deliverable Review Process



Appendix 1B: Deliverables Dictionary

Deliverables Dictionary Overview

The Deliverables Dictionary provides a high-level description of each deliverable required as part of this RFP and resulting contract. Each deliverable should include a section that details how the vendor will maintain and/or update the document throughout the life of the contract. Where applicable, each deliverable should also detail how the deliverable supports or will support integration and collaboration with stakeholders.

The vendor should be prepared to collaborate with PRMP, other Commonwealth government entities, other vendors, and stakeholders as directed by PRMP on the development, submission, and (at times) approval of deliverables. Upon PRMP's request, the vendor must be able to produce deliverables and other documentation in both English and Spanish (as spoken in Puerto Rico). PRMP's expectation is that training materials and outward facing deliverables will be produced in both English and Spanish (as spoken in Puerto Rico); all other deliverables will be produced in English, unless otherwise noted by PRMP.

Table 22: Project Phase and Deliverable Payment Milestones

Project Phase and Deliverable Payment Milestone	Description
Milestone #1: Project Initiation, Planning, and Onboarding	This milestone covers activities that will begin immediately following contract execution. These critical start-up activities are primarily focused on onboarding and project management to enable the vendor integration into the MES environment and begin collaborating with PRMP and other vendor staff. Project management activities and processes will be finalized during this phase.
Milestone #2: Solution Planning	This milestone covers activities related to defining, organizing, and outlining the approach for delivering the TPL solution and related services according to RFP specifications and agreed-upon approaches between PRMP and the vendor. The guiding principles and management plans established in this phase will be leveraged and updated throughout the subsequent phases to inform additional technical specifications and activities.
Milestone #3: Solution Design, Testing, and Operational Readiness	This milestone covers activities related to configuring the solution, testing the solution, refining as necessary, and ultimately preparing for system deployment and go-live.
Milestone #4: Solution Deployment	This milestone covers activities related to transitioning from designing and testing to operations. During this milestone activities, the vendor will work with PRMP and other stakeholders to implement the solution, then monitor initial performance, including solution performance checks and certification.

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Deliverables Dictionary Inventory

Table 23: Deliverables Dictionary Inventory below summarizes the deliverables included in the Deliverables Dictionary, organized by Payment Milestones. The term “as agreed upon between PRMP and the vendor” initially refers to the deliverable submission and review process included in the PRMP-approved Project Schedule.

In some instances, PRMP sets the time of delivery and cadence for vendor deliverables, whereas in other cases the vendor should propose a delivery and update cadence within its Initial Project Schedule. The time of delivery and delivery cadence is subject to change based on evolving project needs and timelines, in line with the Schedule Management Plan, and is subject to PRMP approval.

Recurring Deliverables

All deliverables will be developed and submitted at least once, while some will be submitted multiple times either due to their recurring cadence, like the Monthly Status Report, or due to requirements set forth within this RFP and the resulting contract.

Deliverables marked with (*) in **Table 23: Deliverables Dictionary Inventory** require an initial delivery within Phase 1 DDI, and recurring deliveries throughout Phase 2 M&O. Recurring deliverables will be itemized and invoiced monthly during Phase 2 M&O.

Table 23: Deliverables Dictionary Inventory

ID	Payment Milestone	Deliverable Name	Delivery Cadence
D01	Milestone #1: Project Initiation and Planning, Onboarding	30-60-90 Day Plan	Initially submitted with vendor proposal Updated within fifteen (15) calendar days after contract execution.
D02		Kickoff Meeting Materials	Within ten (10) calendar days after contract execution,
D03		*Monthly Status Report	No later than the tenth calendar day of the month for the prior month's performance.
D04		Project Management Plan	Within ninety (90) calendar days after contract execution.
D05		Security, Privacy, and Confidentiality Plan	Within ninety (90) calendar days after contract execution.
D06		*Project Schedule	The Initial Project Schedule will be submitted in the vendor's response to the RFP. The revised Project Schedule is due within thirty (30) calendar days after contract execution. Schedule updates are submitted weekly during Phase 1 DDI.
D07	Milestone #2: Solution Planning	Data Conversion Plan	Within thirty (30) calendar days after contract execution.
D08		Data Management Plan	Within thirty (30) calendar days after contract execution.
D09		Incident Management Plan	Within sixty (60) calendar days after contract execution.
D10		Master Test Plan	Within sixty (60) calendar days after contract execution.

ID	Payment Milestone	Deliverable Name	Delivery Cadence
			Updated deliverable due fifteen (15) business days prior to the start of UAT.
D11		Outcomes Management Plan	Within sixty (60) calendar days after contract execution.
D12		Outcomes Traceability Matrix	Within one hundred twenty (120) calendar days after contract execution and updated six (6) months prior to contract closeout.
D13		System Requirement Document/Backlog of User Stories or Use Cases	One hundred twenty (120) business days prior to system go-live, and then on an annual basis and/or after any substantive changes to the system. Annual plans will be due the first business day of July each year.
D14	Milestone #3: Solution Design, Testing, and Operational Readiness	Capacity Plan	As agreed upon between and the vendor.
D15		Certification Management Plan	As agreed upon between PRMP and the vendor.
D16		Configuration Management Plan	Within sixty (60) calendar days after contract execution.
D17		Database Design Document	As agreed upon between PRMP and the vendor.
D18		Detailed System Design Document	As agreed upon between PRMP and the vendor.
D19		Disaster Recovery and Business Continuity Plan	As agreed upon between PRMP and the vendor.
D20		Operational Readiness Plan	Ninety (90) calendar days prior to deployment, then thirty (30) calendar days before the system go-live.
D21		System Integration and Interface Design Plan	As agreed upon between PRMP and the vendor.
D22		Test Cases and Scripts	As agreed upon between PRMP and the vendor.
D23		Test Results	As agreed upon between PRMP and the vendor, but prior to the beginning of UAT for all vendor test results excluding User Acceptance Testing.

ID	Payment Milestone	Deliverable Name	Delivery Cadence
D24	Milestone #4: Solution Deployment	Training Management Plan	As agreed upon between PRMP and the vendor.
D25		System Readiness Certification for UAT	As agreed upon between PRMP and the vendor.
D26		Cutover Playbook	As agreed upon between PRMP and the vendor.
D27		System Certification Evidence	As agreed upon between PRMP and the vendor and within the CMS SMC guidelines.
D28		Implementation Plan	As agreed upon between PRMP and the vendor.
D29		User, System, and Product Documentation	As agreed upon between PRMP and the vendor.
D30		System Operations Plan	As agreed upon between PRMP and the vendor.
D31		Training Materials	As agreed upon between PRMP and the vendor.
D32		Turnover and Closeout Plan	Six (6) months before the end of the contract.
D03	Recurring Deliverables	*Monthly Status Report	No later than the tenth calendar day of the month for the prior month's performance.
D06		*Project Schedule	Schedule updates are submitted weekly during DDI. M&O schedules are due monthly no later than the tenth calendar day of the month with the Monthly Status Report
D33		*System Performance Reports	Weekly or as otherwise agreed upon between PRMP and the vendor.

Vendors are prohibited from modifying or editing prefilled text on tables across this RFP.

Deliverables marked with () in require an initial delivery within Phase 1 DDI, and recurring deliveries throughout Phase 2 M&O.*

D01: 30-60-90 Day Plan

The 30-60-90 Day Plan details the activities to be accomplished within the first 30, 60, and 90 days following execution of the contract. This plan is initially submitted as a component of the initial proposal and will be updated within the first fifteen (15) business days after the contract execution based on vendor and PRMP agreements. The plan will estimate goals for each respective time benchmark (i.e., 30, 60, 90 days). This deliverable will support the vendor activities to re-baseline PRMP expectations, work products, and priorities.

D02: Kickoff Meeting Materials

The kickoff meeting is to be attended by all vendor key staff and may be attended by additional vendor staff, as necessary. This meeting is an opportunity for the vendor team to meet and introduce themselves to PRMP staff, other vendors, and stakeholders. The vendor will present its overall approach to completing project tasks and meeting project milestones in accordance with the RFP and resulting contract.

Kickoff meeting materials are due within ten (10) calendar days after contract execution. As part of the kickoff meeting materials, the vendor is expected to develop and deliver a kickoff meeting presentation and any other supporting artifacts necessary to support the facilitation of the kickoff meeting.

The kickoff meeting materials should include information such as:

- Summary of project scope
- Overview of proposed approach toward fulfillment of project scope
- Introduction to the vendor's proposed team
- Introduction key staff
- Anticipated high-level project timeline
- Approach to integration between all relevant project stakeholders
- Anticipated meetings with key project stakeholders including detail such as audience, frequency, and topics of focus for discussion
- Detailed overview of initial focus for the first three months
- Other information as necessary to support project execution and expedited project

D03: Monthly Status Report

The vendor will produce a status report that summarizes the status of and forecast for implementation and operational activities, including executive summaries for presentation to PRMP. This status report must align with CMS guidance and the vendor should work with the project management vendor, when applicable, to create and submit the report.

The Monthly Status Report is due on the tenth day of the month for the prior month's performance. The report includes, but is not limited to, the following content:

General Status Updates

The vendor will provide a detailed summary of completed key project milestones and milestones planned for the next 90 days. This section includes highlights for the prior calendar month to provide the necessary insight into recent and upcoming project activities, progress, and other key pieces of information such as new TPL guidance

Schedule Updates

The vendor will report on progress toward project milestones and note any changes to the Project Schedule, detailing the specific change and the reason for the change. This section includes vendor tasks accomplished within the prior month, overall project completion percentage, and upcoming tasks for the next month and beyond. The most recently approved Project Schedule should be attached for reference.

Risks and Issues Register

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

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

Change Requests

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

Outcomes Compliance

The vendor should report on progress toward and compliance with project outcomes, as specified in Attachment F. Outcomes Traceability Matrix (OTM). The vendor should provide updated data traceable to the outcomes and associated measures included in the OTM. The vendor should leverage the outcomes and metrics information gathered from the weekly System Performance Reports to document outcomes compliance.

Non-compliance with outcomes and SLAs will be reported as part of the vendor's SLA Report described in the next section.

SLA Report

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

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

Note: The SLA Report should also accompany each submitted invoice.

SLA CAPs

If the vendor SLA Report includes notice of vendor's non-compliance with SLAs, PRMP may require a CAP. The plan must include, but not be limited to, the following:

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

Although the vendor is only expected to produce a Monthly Status Report, the vendor is expected to provide sufficient detail to PRMP and supporting stakeholders on an ongoing basis such that they can understand project status as well as the TPL solution vendor needs and responsibilities.

D04: Project Management Plan

The Project Management Plan is a formal deliverable made up of multiple management plans used to guide project execution and control. The primary use of the Project Management Plan is to standardize repeatable processes and policies for the TPL project. This Project Management Plan is specific to the vendor's tasks, responsibilities, and supporting activities resulting from this procurement. Information from the vendor's Project Management Plan will be included as a component of, and in alignment with, PRMP's Project Management Plan. The Project Management Plan must also include a Responsibility Assignment Matrix (RACI) to clearly define roles and responsibilities of stakeholders for all key tasks and deliverables.

The components of the vendor's Project Management Plan must also align with the guidance provided in the PgMO Plan Aids also located in the Procurement Library. The vendor will follow project management methodologies consistent with PRMP guidelines, the SDLC, and the PMBOK® Guide.

The initial Project Management Plan is due within ninety (90) days of the contract execution. The vendor must maintain the Project Management Plan as needed to reflect changes in any of the plan's components throughout the duration of the contract. The Project Management Plan is submitted for PRMP approval annually.

The Project Management Plan includes eleven (11) deliverables that are subcomponents of the Project Management Plan. Each of these deliverables should be simultaneously submitted along with the Project Management Plan. Each of the Project Management Plan components, detailed below, are independent deliverables that will require PRMP review and approval.

Change Management Plan

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

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

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

- Establishment or the use of PRMP's change control board and identification of roles and responsibilities for any project boards or teams
- Assignment of primary and backup members to project boards or teams
- Regularly scheduled change control meetings
- Change management tools and the approach for categorization of change requests by types

- Processes for documenting, reviewing, requesting, and determining request response (approved, denied, returned for additional information, cancelled)
- Processes for performing impact analyses for each change request
- Processes for planning, implementing, and maintaining changes
- Processes for controlling and managing changes throughout the life of the project
- Alignment with the change management requirements detailed in the RFP

Communication Management Plan

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

The Communication Management Plan is used to define stakeholder groups, outline key messages and communication methods, and identify outreach and engagement activities to achieve intended communication objectives.

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

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

Cost Management Plan

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

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

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

- Agreed upon and finalized costs and budget for the project
- Methods for calculating and monitoring cost-related progress

- Mechanisms for reporting cost-related progress, as identified in collaboration with PRMP

Documentation Management Plan

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

The Documentation Management Plan describes how project documentation will be managed and should include, but not be limited to, the following content:

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

Modularity and Reusability Plan

The vendor should submit the Modularity and Reusability Plan as part of the Project Management Plan.

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

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

- Description of how the solution will promote the reuse of technical solutions to minimize customization and configuration needs
- Description of how the solution will improve efficiency and effectiveness of system upgrades, reduce costs, improve system interoperability, and increase adherence to MITA and the CMS Conditions and Standards
- Description of the solution's use of a modular, flexible approach to system development, including the use of open interfaces and exposed Application Programming Interfaces (APIs), the separation of business rules from core programming, and the availability of business rules in both human and machine-readable formats
- Description of how the solution will support integrated business and IT transformation across the Medicaid enterprise, considering all business modules and shared services

The Reusability Plan describes a component's reusability within the modernized MES environment. The Reusability Plan also details the capabilities for using all or the greater part of

the same programming code or system design in more than one application. The plan should include, but not be limited to, documentation identifying reusable components of the solution, or other mutually acceptable terms as approved by PRMP.

Quality Management Plan

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

The Quality Management Plan defines the acceptable level of quality as defined by PRMP and describes ongoing quality management during operations. The Quality Management Plan describes how the project will meet the quality standards in its deliverables and project work processes. The Quality Management Plan should focus on two different areas of quality activities, specifically quality assurance (QA) and quality control (QC). For the purposes of this RFP, QA and QC activities are defined as:

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

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

- Defined QA approach and responsibilities
- Detailed definition of all deliverables by Deliverable Payment milestones with the associated acceptance criteria
- Defined deliverable review and approval process (including touchpoints with project management vendor, PRMP, and other key project stakeholders)
- Disciplined deliverable review process, including time allotted for PRMP review and vendor remediation based on reviewer comments
- Regularly scheduled reviews of key project phases and milestones

Risk and Issue Management Plan

The vendor should submit the Risk and Issue Management Plan as part of the Project Management Plan.

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

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

- Approach to risk and issue management
- Data sources that support risk and issue management

- Roles and responsibilities for vendor, PRMP, and other stakeholders, as appropriate
- Criticality and probability measures
- Escalation process
- Mitigation techniques
- CAP methodology
- Identification, escalation, and documentation of risks and issues
- PRMP-approved response times for notifying and updating PRMP

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

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

Schedule Management Plan

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

The Schedule Management Plan provides initial guidance and tailors general time management planning for the project when performing activities and processes to design, develop, test, and implement the TPL solution.

The Schedule Management Plan describes the approach to manage the Project Schedule including, but not limited to, the following:

- Description of automated scheduling tool
- Frequency, purpose, and invitees for schedule review meetings
- Project schedule delivery intervals (weekly updates)
- High-level planning schedule (specified in quarters, months, or sprints depending on project SDLC methodology [waterfall, agile, hybrid]. Specific dates are not required until detailed system requirements are defined)
- Assumptions and constraints used to develop the Initial Project Schedule
- Project schedule reporting
- Approach to baselining the Project Schedule
- Approach to calculating and reporting schedule performance index
- Schedule variances reporting

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

Scope Management Plan

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

The Scope Management Plan outlines the vendor's approach to defining, controlling, verifying, and managing scope throughout the project and includes, but is not limited to, the following content:

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

Staffing Management Plan

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

The Staffing Management Plan documents the vendor's approach to providing and managing qualified human resources for the project and describes how the roles, responsibilities, and reporting relationships will be structured and addressed in support of the project and operations.

The vendor Staffing Management Plan must identify the vendor project staff, to include their anticipated roles and responsibilities. Staffing includes subcontractor(s) as well as PRMP and other PRMES vendors resources necessary for the TPL activities and solution.

As outlined in **Attachment D: Vendor Organization and Staffing** PRMP requires an understanding of what expectations the vendor has of PRMP staff to support project and operational activities. The vendor must outline specific PRMP roles, activities, and projected total project support along with any assumptions about skills and other needs so that expectations can be clarified and adjusted, as needed.

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

- Detailed organizational chart for each phase of the project, identifying all staff to be used for each phase of the project and identifying on-site staff, off-site staff, and subcontractors
 - The vendor should ensure that the organization chart for the project is updated within five (5) business days of any staffing changes and stored in a location accessible to PRMP
- Description of the roles, responsibilities, and skill set associated with each position on the organization chart
- Description of the roles, responsibilities, and experience that qualify each resource for their role on the project. Staff should have a working knowledge of the TPL solution prior to starting on the project
- Description of the quality and timeliness maintenance of work conducted off-site, including work of subcontractors
- Inclusion of a resource calendar describing the staff required for each phase of the project, whether the staff will be on-site or off-site, and the allocation percentage
- Description of PRMP business and technical resources required to support the creation of all deliverables
- Description of the personnel who will be used to support training activities
- Description of business analyst personnel who will be used in support of this RFP
- Description of the process for transitioning essential knowledge to PRMP technical staff and users
- Description of the approach to personnel management including, but not limited to:
 - Hiring and terminations
 - Staff retention and ensuring continuity of staff for all project phases
 - Employee relocation
 - Staff training, both initial and ongoing, including knowledge transfer of system and business specifications, project management methodologies and processes
 - Training approach for new staff
 - Staff performance monitoring
 - Succession planning, staff replacement, and staff backup
 - Description of procedures for obtaining additional staffing support

Stakeholder Management Plan and Stakeholder Analysis

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

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

The Stakeholder Analysis provides the stakeholder register and background information for each stakeholder. The stakeholder register should be maintained throughout the life cycle of the contract and include both vendor and PRMP resources.

D05: Security, Privacy, and Confidentiality Plan

The vendor should submit the Security, Privacy, and Confidentiality Plan as part of the Project Management Plan.

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

The Security, Privacy, and Confidentiality Plan should include, but not be limited to, the following components:

- Security policies
- Logical security controls (privacy, user access and authentication, user permissions, etc.)
- Technical security controls and security architecture (communications, hardware, data, physical access, software, operating system, encryption, etc.)
- Security processes (security assessments, risk assessments, incident response, etc.)
- Documentation that describes the technical controls used for the following:
 - Network segmentation
 - Perimeter security
 - Application security
 - Intrusion management
 - Monitoring and reporting
 - Host hardening
 - Remote access
 - Encryption of data at rest and in transit on servers, databases, and PCs
 - Interface security
 - Security patch management
 - Secure communications over the internet
 - Managing network security devices
- Documentation of the following:
 - Sensitive data classification
 - PHI/PII/Social Security Income (SSI) data elements
 - Security test procedures
 - CMS Information System Risk Assessment

- Detailed diagrams depicting all security-related devices and subsystems and their relationships with other systems for which they provide controls
- Process for annual updates to all security policies, controls, processes, and documentation based on the current National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 and all other relevant federal and Commonwealth regulations
- The vendor's approach to support and/or provide inputs in support of an Independent, Third-Party Security, and Privacy Controls Assessment Report
- A Privacy Impact Analysis, which includes, but is not limited to:
 - Use of PII, PHI, FTI, and SSA, and a description of the types of data that will be collected
 - Sources of PII, PHI, FTI, and SSA populations, and transfer and disclosure mechanisms
 - Legal authorities and PRMP privacy laws
 - Details about the entities with which the collected information will be shared
 - Privacy and security standards for its business partners and other third parties and the agreements that bind these entities
 - Incident handling procedures
 - Privacy and/or security awareness programs and materials for its workforce
 - A Safeguard Procedures Report (SPR), which is an Internal Revenue Service (IRS)-mandated mapping that describes how the vendor meets all IRS Publication 1075 Security Requirements that are applicable to the solution. The SPR should be formatted using the template provided by the IRS. Additional reference for the above deliverable can be found here: <https://www.irs.gov/privacy-disclosure/safeguard-security-report>.

D06: Project Schedule

The Project Schedule provides a detailed task-by-task schedule of the activities to be completed during the Phase 1 DDI phase of the project, tying back to the WBS. The Project Schedule should identify start and end dates, durations, work estimates, resources, predecessors, and successors for each task, deliverable, and milestone.

The Initial Project Schedule will be given in the vendor's response to the RFP. The revised Project Schedule is due within thirty (30) calendar days of contract execution. Schedule updates are submitted weekly during Phase 1 DDI. The Project Schedule will be baselined upon initial approval of this deliverable by PRMP. At minimum, the Project Schedule should be updated weekly and delivered electronically in Microsoft Project® and PDF format. Each Project Schedule submission should be accompanied by a document that details any changes made to the Project Schedule since the prior submitted version.

The ePMO will maintain a master MES Project Schedule for all implementation projects that are in-flight and will use the vendor's Project Schedule to inform the master MES implementation Project Schedule. The ePMO will work with the TPL solution vendor to help ensure tasks and

activities included within the Project Schedule are representative of all TPL-related stakeholders' tasks and milestones.

D07: Data Conversion Plan

The Data Conversion Plan describes the strategy, preparation, and specifications for converting data from the source system(s) to the target system(s) or within an existing system across each environment. The Data Conversion Plan is submitted to PRMP within thirty (30) calendar days of the TPL contract execution.

The Data Conversion Plan describes the overall approach, assumptions, and processes that will be used in data conversion, including, but not limited to:

- A comprehensive error handling and resolution process, ensuring that data integrity is maintained to include, but not be limited to, defined resolution workflows, regular error reporting and reconciliation, and a mechanism for reprocessing failed records without duplicating valid data.
- Identifying interfaces that exist or may need to be established as a component of the TPL solution
- Providing an inventory and cross-reference of source and target data elements, schema, metadata, and self-describing files
- Completing extract, transform, and load (ETL) processes for each data source; tools needed to execute the conversion; and strategy for data QA and control
- Developing and/or using conversion programs, tools, or existing extract routines to extract data from the current system
- Validating the data conversion software, including description of a system test of all conversion software to demonstrate its functionality and performance before conversion
- Conducting parallel system and subcomponent runs to validate data conversion results
- Data cleansing, including the business rules that will be used to support data conversion
- Mapping of fields and all other information required to support the data conversion
- Developing and using data conversion test scripts
- Supporting converted data for UAT
- Approaching data conversion reconciliation, including methodologies for:
 - Trial conversions
 - Results reporting and analysis, including reports that provide evidence of adequate checks and balances in the data conversion process
 - Verification of pilot implementation data, if applicable
 - Verification of systemwide implementation data

- Strategy for any data that do not convert
- Approach to development and use of data conversion test scripts

D08: Data Management Plan

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

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

- Data Integration Plan: Subset of the Data Management Plan, which describes the basis used for integration of data collected from different sources/systems
- System Backup and Record Retention Plan: Subset of the Data Management Plan, which describes the vendor's approach to conducting system backups and ensuring that all records are retained on a schedule that aligns with PRMP and federal regulations. The plan should include, but not limited to, the following elements:
- Detailed schedules, to ensure that data maintained in the TPL solution or in other system/manual files are properly and routinely purged, archived, and protected from loss, unauthorized access, or destruction, in accordance with all relevant PRMP policies and procedures
- Retention methodology for all data and records associated with each project phase and associated milestones described herein
- Documentation of technical needs for sharing SMA services and information
- Description of process for acquiring, processing, and distributing data
- File formats and naming conventions
- QA and QC methods
- Version control
- Data backup

D09: Incident Management Plan

The Incident Management Plan should detail the vendor's approach to incident management. The Incident Management Plan should include, but not be limited to:

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

- Identification of an incident manager
- Confirmation that this plan will comply and fulfill that which is required by the NIST SP 800-61 guidance

As part of the Incident Management Plan, the vendor will create, document, and maintain all incidents in an Incident Register and propose a mitigation plan for each item. The Incident Register and management tools should:

- Be automated
- Catalog all incidents
- Allow users to self-report and categorize incidents
- Allow users to configure an alert message when an incident occurs
- Notify PRMP and affected stakeholders of each incident within the time frames defined by PRMP
- Produce an Incident Report for each occurrence that identifies and describes the incident, its impact, associated communication, escalation, reporting, resolution, and planned corrective action
- Track incident management based on established metrics

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

D10: Master Test Plan

The Master Test Plan is a technical document that details a systematic approach to testing the TPL solution. The Master Test Plan contains a detailed understanding of the TPL solution and documents how each TPL component and supporting process will be tested to support a determination that the TPL solution is in alignment with the scope of this RFP.

The Master Test Plan should include, but not be limited to, the following:

- Software testing strategy, methodology processes, standards, and guidelines for all software testing, including conversion testing activities
- Specification of entrance and exit criteria for each of the test phases, including, but not limited to development, SIT, UAT, end-to-end, ORT, regression, and load and stress (volume) testing
- Templates and standards for all testing artifacts and deliverables
- Description of approach for defect and finding resolution management using industry standard methodologies. In addition, the approach should describe the tools to identify, assign, prioritize, track, resolve, and test system defects or findings.
- Definition of testing metrics and how the metrics are recorded and reported, such as the number of open test defects

- Description of the approach for regression testing based on an analysis of which parts of the system may be affected by proposed and designed changes to the system and other supporting technologies
- Standards for establishing bi-directional traceability to requirements and design
- Testing strategy by phase (manual or automated testing, for example) as identified in above bullets
- Plans for preparing the test/staging environments
- Test scenarios, test cases, and test scripts added as design progresses
- Approach to automation testing and self-documenting nature of testing

The Master Test Plan should also align with federal SMC testing guidance, ensuring compliance with established regulatory standards and methodologies. It should incorporate all relevant testing procedures, data validation protocols, and QC measures as outlined in the latest federal guidance. The plan must also account for periodic updates to federal guidance, demonstrating adaptability and adherence to evolving compliance expectations.

D11: Outcomes Management Plan

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

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

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

D12: Outcomes Traceability Matrix (OTM)

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

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

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

D13: System Requirements Document

The System Requirements Document includes the Business Requirements Document and System Requirements Specification with user stories or use cases. The System Requirement Document is the primary output of requirement elaboration sessions and allows PRMP to validate that the vendor has an accurate understanding of what the TPL solution needs to do and how it must perform. In addition, the System Requirement Document will include an Outcomes and Requirements Gap Analysis Document describing the vendor's approach to identifying, documenting, and resolving any gaps between system outcomes and the capabilities of the vendor's solution. The System Requirement Document will be completed before proceeding to the Detailed System Design Document and will include traceability to outcomes.

The documentation should include elaborated functional and non-functional requirements with user stories and/or use cases for:

- Business scenarios
- Capacity/performance requirements
- Security, privacy, and HIPAA compliance
- Usability and maintainability requirements
- Interface descriptions
- 508 compliance requirements
- Disaster recovery

D14: Capacity Plan

The Capacity Plan identifies the process for quantifying production capacity levels the vendor needs to meet the changing demands of its system. In the context of capacity planning, design capacity is the maximum amount of work that an organization can complete in a given period. The Capacity Plan should include, but not be limited to, the vendor's approach to the following:

- Business Capacity Management
- Service Capacity Management
- IT Component Capacity Management
- Capacity Management Process

- Capacity Management Tools Infrastructure

D15: Certification Management Plan

The Certification Management Plan is a formal planning document that details the vendor's approach for accomplishing timely CMS certification of the TPL solution. This deliverable should include, but not be limited to:

- Description of certification scope
- Description of certification roles and responsibilities, including a Responsible, Accountable, Consulted, and Informed (RACI) Matrix as it relates to certification of the solution
- Task list of certification activities to be undertaken by the vendor
- Schedule of vendor certification activities and milestones
- Dependencies and critical success factors for the vendor's certification activities
- Approach for providing all information necessary to complete evidence packets in compliance with CMS and PRMP-defined templates
- Approach for preparing and supplying all artifacts necessary for CMS certification reviews
- Approach for providing support for all other federal reviews required throughout the contract
- Key assumptions related to the certification process
- Description of tools to be used in support of certification activities

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

D16: Configuration Management Plan

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

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

- Establishing objective criteria to help ensure the stability of services upon production release
- Defining entire deployable units, including their dependencies
- Assigning responsibility for creation and version management of configuration files and deployment packages
- Establishing clear responsibilities and requirements for system testing, performance testing, and capacity planning

- Defining the service staging and promotion process
- Defining and implementing services registration procedures
- Identifying information to be captured pertaining to a service
- Establishing signoff and approval processes to migrate a service into production

D17: Database Design Documents

The Database Design Documents are used to produce a detailed data model (conceptual, logical, and physical data models) of a database or set of data extracts enabling PRMP to access all data used in support of the solution. This data model contains all the needed logical design choices and physical storage parameters necessary to generate a design in a data definition language that can be used to create and maintain the database.

The document should include a data dictionary for the proposed solution. The vendor will collaborate with PRMP and other MES vendors to develop enterprise data models for the TPL solution, as appropriate, and those should be included within the Database Design Documents.

D18: Detailed System Design Document

The Detailed System Design Document (DSDD) describes the system design the vendor will use to satisfy the specifications of the contract. The Detailed System Design Document is the primary output of the configuration and design sessions and is composed of both the functional and technical elements of the TPL solution.

The Detailed System Design Document should include, but not be limited to:

- General narrative detailing the entire system and the flow of data through the system
- General and detailed subsystem narratives describing each function, process, and feature, traceable back to the System Requirement Document and OTM
- Overall process flows showing integration with the MES
- Flow diagram of each subsystem, identifying all major inputs, processes, and outputs
- Catalogs of business rules, messages, parameters, and system lists with traceability to the processes or subprocesses where they are used
- Report inventory that includes a complete list of pre-built reports in the solution. The inventory should include a unique ID, title, description, frequency, and format
- Reporting specifications for pre-built reports, including report parameters, frequency, and selection criteria. Report specifications should be included for all error reporting arising out of interfaces
- Description of other reporting capabilities
- Letter and form specifications, including document parameters, and standard letter frequency
- A letter and form inventory that includes a complete list of letters and forms in the solution. The inventory should include a unique ID, title, description, whether it is ad hoc or automatically generated, or both, and, if automatic, the trigger for the letter

- Interface designs, including for APIs
- An interface inventory that includes a complete list of external interfaces in the solution. The inventory should include a unique ID, title, description, source/destination, indicate if it is inbound or outbound, the transmission method, frequency, and format or standard
- User interface designs, including warning and error messages displayed to enhance data quality
- Workflow designs, including diagrams of workflows, descriptions of alerts, reminders, and statuses, and explanations of business rules that govern queues
- Security design description for each business area that defines access control, including specifying roles, role locations, and a matrix of roles by inputs/outputs or user interface panel
- Detailed description and diagram of the system architecture, identifying how solution components are integrated to align with RFP outcomes
- Identification of system files and processing architecture
- Hardware and software details
- Details on which components will be leveraged from existing systems and which components will be newly developed

D19: Disaster Recovery and Business Continuity Plan

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

The Disaster Recovery and Business Continuity Plan should include, but not be limited to:

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

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

D20: Operational Readiness Plan

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

The Operational Readiness Plan should include, but not be limited to:

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

- Vendor's approach toward execution of the Operation Readiness Plan and its supporting checklists as well as the final report that will serve as evidence of Operational Readiness Plan and ORT completion

D21: System Integration and Interface Design Plan

The System Integration and Interface Design Plan describes the plan for delivering and maintaining all internal and external interfaces within the TPL solution.

The System Integration and Interface Design Plan should define how the vendor's system will interact with other systems/modules within PRMP's MES and any external systems as needed to confirm that all business functions of the TPL solution are effectively supported, whether the external system uses an Application Programming Interface (API) or a Secure File Transfer Protocol (SFTP) connection.

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

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

D22: Test Cases and Scripts

The vendor is responsible for all test cases and scripts that will be executed across each testing phase including, but not limited to, development, SIT, UAT, end-to-end, ORT, regression, and load and stress (volume). The vendor's test cases should support all processes within the TPL solution and be representative of vendor and PRMP identified areas. The vendor's test cases must allow for verification and validation that each process will be successful.

The vendor will submit test cases and scripts to PRMP for review and approval prior to the applicable testing stages of the project. Further, PRMP approval of test cases and scripts will be an entrance criterion for each testing phase.

D23: Test Results

The test results must be detailed across each testing phase. The vendor's test results should include, but not be limited to:

- Description of test scenarios and test cases executed
- Documentation of test results, including screenshots and other supporting evidence
- List of issues and defects identified during testing

- List of defect resolutions and other processes used to help ensure successful completion of testing

The vendor will submit test results, as well as the associated test cases, to PRMP once test results have been produced. PRMP approval of test results will be an exit criterion for each testing phase.

D24: Training Management Plan

The Training Management Plan defines the training approach and activities to train the various TPL solution users, including PRMP staff, vendor staff, and other PRMP-identified stakeholders. The Training Management Plan covers the baseline train-the-trainer and enhancements to include any newly developed PRMP-specific training. The vendor is expected to conduct training activities throughout the duration of the contract, including during both Phase 1 DDI and Phase 2 M&O.

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

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

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

D25: System Readiness Certification for UAT

System Readiness Certification for UAT is the vendor's statement that the system has passed all internal testing and is now ready for UAT.

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

- System meets all functional requirements
- System meets all non-functional requirements
- System has passed the system qualification test with no known major errors
- Successful execution of the test scripts(s) for each test phase, or as requested by PRMP
- No open critical, major, or average severity defects or findings unless the issue is determined to be low-impact and low-risk

- Stability of all modules and components in the test environment
- System meets all CMS and PRMP SMC criteria and CEFs required for CMS certification

This deliverable is provided to demonstrate fulfillment of the UAT entrance criteria and must be approved by PRMP prior to UAT initiation.

D26: Cutover Playbook

The Cutover Playbook should provide a detailed task-by-task schedule of the activities to be completed during the implementation/cutover of the new solution at go-live.

The Cutover Playbook should include, but not be limited to, the following details:

- Task ID
- Task title
- Task description
- Responsible (such as PRMP, vendor, or external entity)
- Responsible owner's name
- Start date
- Start time (if applicable)
- Finish date
- Finish time (if applicable)
- All other fields identified by PRMP

D27: System Certification Evidence

The vendor should provide all entry criteria artifacts, evidence, and documentation necessary to support CMS certification efforts and all other federal reviews required throughout the project, including the CMS Final Certification Review that will occur at least six (6) months after the solution has been operational.

The vendor should provide numerous data, documents, information, and artifacts to PRMP as evidence in support of all certification reviews. Production screenshots, reports, entry criteria artifacts, and data for certification should include, but not be limited to:

- Demonstrations of the working solution including, but not limited to, the module demo and interaction with other modules/systems
- Samples of production data, as requested by PRMP
- Substantive and representative sets of all reports and information retrieval screens (electronic format preferred)
- A list of information retrieval functions and reports for each business area (including a list that identifies the distribution of the reports and who can access the information retrieval displays)

- System performance reports
- Evidence that the solution is being regularly backed up
- Results for the administration of test cases and scenarios requested by CMS

D28: Implementation Plan

The Implementation Plan provides a structured roadmap for deploying the TPL solution. It outlines the necessary steps, resources, timelines, and responsibilities required to ensure the successful setup, integration, and operation of the TPL solution within the MES. The plan addresses core phases such as project initiation, system configuration, data migration, user training, testing, and post-implementation support. Its goal is to establish a comprehensive approach for a seamless rollout, minimizing risks and ensuring all operational and compliance needs are met.

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

- Description of implementation
- Points of contact prior to, during, and after implementation
- Primary tasks of focus during implementation
- Implementation schedule and checklist
- Security and privacy policies and procedures of focus during implementation
- Hardware, software, facilities, and materials of focus during implementation
- Documentation to be used in support of implementation
- Personnel and staffing requirements during implementation
- Training approach for implementation staff
- Outstanding issues and associated implementation strategies to manage risk posed by outstanding issues
- Performance monitoring
- Known and potential risks as well as contingencies
- Implementation readiness verification and validation approach
- Definition of how release and deployment packages can be tracked, installed, tested, verified, and/or uninstalled or backed out, if appropriate
- Definition of how deviations, risks, and issues related to the new or updated module are recorded and how corrective actions are ensured
- Definition of how applicable TPL-related responsibilities will be transitioned from PRMP and other entities to the vendor (if applicable)
- Definition of how the transfer of knowledge will occur to enable end users to optimize their use of the new/updated system to support their business activities
- Definition of how skills and knowledge will be transferred to operations staff to enable them to deliver, support, and maintain the new/updated system according to the documented SLAs effectively and efficiently
- Defect management plan to support DDI and M&O phases

- Entrance and exit criteria for each of the Phase 1 DDI testing stages

D29: User, System, and Product Documentation

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

- Interface Control Documents (ICDs)
- Mapping to Requirements Specification Document, Detailed System Design Document, and business process model (BPM) materials
- Operations and reference manuals for end users
- Standard Operating Procedures (SOPs), job aids, and desk-level procedures
- User guides stating how the vendor will receive and answer questions from users once the system is operational
- List of all error codes and explanations by component

D30: System Operations Plan

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

The System Operations Plan should include at a minimum:

- Description of how to use the system based on user roles and responsibilities
- List of pre-built reports and their descriptions
- Description of all screens and how they are interrelated
- Description of all help and navigation functions and how to use them
- Complete list of error messages, their descriptions, and how to resolve the errors
- List of all included system documentation and its use
- How to troubleshoot common system problems
- Description of the key data tables, elements, and contents
- How to perform system maintenance functions, such as data backup and recovery, run batch processes (if applicable), perform data cleanup, and administer user accounts and permissions
- Listing of all logs and how to interpret them
- Key system capacity management considerations
- Key security management functionality

- Contact information for receiving support
- Where to find disaster recovery and business continuity information related to the system
- Complete documentation regarding system interfaces, outputs, and how to troubleshoot communications problems
- System and system environment configuration baseline
- Methods for monitoring and reporting system operations performance

D31: Training Materials

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

The training materials will likely need to be provided in English and Spanish (as spoken in Puerto Rico). Materials should include, at a minimum:

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

The vendor is expected to provide maintenance and revision of training materials throughout the life of the contract to incorporate changes, enhancements, and other updates as requested by PRMP.

D32: Turnover and Closeout Management Plan

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

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

The Turnover and Closeout Management Plan will include, but not limited to:

- Knowledge transfer activities to PRMP or a designated agent

- Delivery of project documentation, including technical design, business design, business standard operational procedures, testing, pending findings, defects, change requests, and others
- Training activities on the use of the system
- Transfer of assets, as applicable
- Escrow, if applicable
- Data authorized for transfer and backups
- Statement of PRMP ownership, as applicable
- Certificate of destruction, as applicable
- Project closeout report
- Description of the transition process
- Key personnel and their responsibilities during transition activities
- List of product documentation and other system artifacts that will be turned over to PRMP
- WBS, including dependencies on PRMP, other vendors, system component availability
- Project communication associated with risk management and project status reporting during the transition
- Logical and physical security
- TPL solution interface listing
- Process and procedures/policies/desk-side manuals to use the system, as applicable
- Transition or closure of active correspondence, as applicable
- Interface security key details

The Turnover and Closeout Plan must include the following turnover components:

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

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

D33: System Performance Reports

The ongoing System Performance Reports will provide metrics and other system-related information on a weekly basis. The purpose of the System Performance Report is for the vendor and PRMP to be aware of system performance and to address deficiencies. Additionally, the

System Performance Report will be used to report on the applicable metrics and outcomes from the OTM. Maintaining compliance with CMS-required outcomes and metrics is a critical project task, and the System Performance Report is intended to provide visibility into compliance with these metrics and outcomes.

The vendor will provide PRMP with a weekly System Performance Report, which provides solution-related metrics and other data including, but not limited to:

- Average record search/retrieval time during normal business hours
- Number of minutes during normal business hours where the record search/retrieval time fell below standard
- Average screen edit time during normal business hours
- Number of minutes during normal business hours where the screen edit time fell below standard
- Average next screen page time during normal business hours
- Number of minutes during normal business hours where the next screen page time fell below standard
- Average page initiation time during normal business hours
- Number of minutes during normal business hours where the page initiation time fell below standard
- System downtime and uptime
- Any necessary non-functional performance information and ad hoc solution performance reports, as requested by PRMP

Appendix 2: SLAs and Performance Standards

Service Level Agreements

Each SLA contained herein establishes the performance standards and reporting required by PRMP and the implications of failing to meet the SLAs, as applicable. The vendor should consistently meet or exceed performance standards classified as SLAs between the vendor and PRMP. PRMP reserves the right to seek additional remedies under the contract.

Key Performance Indicators

The Key Performance Indicators (KPIs) used to define the service levels described in Table 25. SLAs, Performance Standards, and Contract Remedies are an adjunct to the performance standards. PRMP has identified the KPIs to be key indicators of the vendor's operational performance. Failure to achieve a KPI may, at the discretion of PRMP, result in payment reduction. However, 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 a KPI.

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

Contract Remedies

The vendor should deduct any amount resulting from failure to meet one or more SLAs from its future payments. The SLA contract remedy deductions must be made from the invoice total dollar amount. Each invoice should also be accompanied by an SLA Report detailing those SLAs that were triggered within the invoice period. For details on what should be included in the SLA Report, refer to **Appendix 1B: Deliverables Dictionary**. Each invoice should detail the total invoice amount, the amount deducted due to the associated contract remedy, and the final invoice amount less the contract remedy. PRMP reserves the right to seek any other remedies under the contract.

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

PRMP will decide to enforce the associated liquidated damages. If PRMP chooses to not enforce 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-upon level.

Terms and Definitions

The table below contains the terms and their definitions specific to the SLAs found in this **Appendix 2**.

Table 24: Terms and Definitions for SLAs

Term	Definition
Downtime	The time during which the solution is not functioning or available for any reason. There are two types of downtime defined: Scheduled Downtime and Unscheduled Downtime (see below).
Incident	A service or function that was previously working but is now broken or displaying an error.
Normal Business Hours	Normal business hours are considered Monday through Friday 8 a.m. to 6 p.m. AST. Normal business hours do not include Commonwealth and federal holidays.
Refresh and Maintenance Window	The hours the solution is available to the vendor for updates. The goal of the refresh and maintenance window is to minimize impacts to users.
Scheduled Downtime	Any period the solution is unavailable for its intended use. PRMP will review and approve scheduled downtime in advance of the service interruption. Scheduled downtime that has received approval from PRMP does not count toward downtime performance standards.
Unscheduled Downtime	Any period the solution is unavailable for its intended use wherein PRMP has not approved the downtime in advance of the service interruption. The vendor should report unscheduled downtime to PRMP within one (1) hour of occurrence.

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Corrective Action Plan

When an SLA is not met, or when project issues persist without satisfactory resolution, the vendor must submit a written Corrective Action Plan (CAP) to PRMP 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. PRMP may request CAPs at any point throughout the project should vendor and/or project performance fail to meet contractual performance standards. The CAP will include, at a minimum, the following components:

- Identification of deficient SLA(s)
- Full description of the issue
- Root cause analysis (RCA)
- Impact of the issue and related risk, if applicable



- Proposed resolution, including any failed remediations implemented before the current CAP
- Proposed outcomes and metrics to monitor successful remedy of root cause and contributing issues
- Proposed corrective action to avoid missing the SLA in the future

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

In **Table 25: SLAs, Performance Standards, and Contract Remedies** below, each SLA is categorized as applicable during DDI, M&O, or both phases along with the applicable contract remedies.

Table 25: SLAs, Performance Standards, and Contract Remedies

ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
SLA-001	Both	Change Request Tracking and Responses	<ul style="list-style-type: none"> <u>Tracking</u>: The vendor must provide a tool and/or an online database or shared spreadsheet of Change Requests and resulting Change Orders to include the entire history that is searchable by date, status, priority, title, and description. The database must be updated within one (1) business day of receipt of a Change Request, creation of a Change Order, or change in status of an existing Change Request or Change Order. <u>Responses</u>: Comprehensive and accurate responses from the vendor to all Change Requests – including the proposed solution, cost, and time frames – must be delivered to PRMP within fifteen (15) business days of opening a Change Request. 	<ul style="list-style-type: none"> <u>Tracking</u>: PRMP may assess up to \$200 per business day for each day the database and search capability is not fully available. PRMP shall assess up to \$100 per business day for each day a Change Request or Change Order is not updated in the database within one (1) business day. <u>Responses</u>: PRMP may assess up to \$100 per business day for each day a Change Request response is not received within fifteen (15) business days of opening a Change Request. If a Change Request response is received on time but the information reported is inaccurate or incomplete, PRMP shall assess up to \$100 per business day until an acceptable response is received.
SLA-002	Both	CMS Certification	<ul style="list-style-type: none"> The vendor must provide all required documentation and evidence necessary to support the CMS certification process. The vendor must maintain the system to the standards required by CMS and ensure that CMS certification is obtained 	<ul style="list-style-type: none"> If PRMP does not receive all required documentation and evidence necessary to support the CMS certification by the associated due date, PRMP may assess up to \$1,000 per business day for each day documentation and information is received late.

ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
			and maintained throughout the M&O phase of the contract.	<ul style="list-style-type: none"> PRMP may assess up to 25% of the monthly operating fee for each month, or a portion thereof, during which enhanced Federal Financial Participation (FFP) is withheld because of failure by the vendor to maintain the system as required.
SLA-003	Both	Deliverable(s) and Outcome(s) Service Level	<ul style="list-style-type: none"> PRMP and the vendor will agree to a Project Schedule at the commencement of the contract, and the vendor will maintain the Project Schedule as agreed to throughout the duration of the contract. The parties may agree to re-baseline the Project Schedule throughout the duration of the contract. The vendor will provide deliverables to PRMP in keeping with required levels of completeness, content, and quality, to achieve the deliverable purpose. The vendor will complete all deliverables within their corresponding delivery dates identified in Section 8 Appendices – Appendix 1, Deliverables Dictionary and the Project Schedule. This service level will commence upon initiation of the contract and will prevail throughout the contract. 	<ul style="list-style-type: none"> PRMP may assess up to \$200 for each calendar day that a deliverable is not submitted to PRMP or is submitted incomplete. PRMP may assess up to \$1,000 dollars per month for each instance where an outcome specified within Attachment F: OTM is not met for reasons attributable to the vendor.
SLA-004	M&O	Disaster Recovery	<ul style="list-style-type: none"> The Disaster Recovery service levels will be calculated based on the successful 	<ul style="list-style-type: none"> PRMP may assess \$500 for every four (4) hours or part of four (4) hours over PRMP-approved RTO.

ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
			<p>compliance with PRMP-approved recovery standards (RTO and RPO).</p> <ul style="list-style-type: none"> In case of a disaster that affects TPL operations, the entire service will be restored within the approved RTO limit. In case of a disaster, the recovery solution will comply with PRMP's approved RPO limit. 	<ul style="list-style-type: none"> PRMP may assess \$250 for every thirty (30) minutes or part of thirty (30) minutes over PRMP-approved RPO.
SLA-005	Both	Service Enhancements	<p>The vendor must:</p> <ul style="list-style-type: none"> Notify PRMP of planned service enhancements, including a summary of each enhancement with planned release date. Notify PRMP of service enhancement testing results. Provide advanced notice and release note documentation, user guides, and training materials to providers, beneficiaries, and PRMP, as applicable. The documentation to be provided will be determined by PRMP based on the level of impact to users while planning for the enhancement. 	<ul style="list-style-type: none"> PRMP may assess up to a 1% deduction of the total monthly operating fee if any of these performance standards are not met.
SLA-006	M&O	Solution Turnover	<p>The vendor must provide the following information to PRMP or its designee, within seven (7) business days of Notice of Termination:</p>	<ul style="list-style-type: none"> PRMP may assess up to \$3,500 for each business day beyond the seven (7) business days that all required materials are not delivered.

ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
			<ul style="list-style-type: none"> • All updated computer software programs, data and reference tables, scripts, and other documentation and records required by PRMP or its designee to operate the system • Copies of all subcontracts and third-party contracts executed in connection with the services and solution as defined in the contract • A list of services provided by subcontractors in connection with the performance of the service and solution, including the names and contact information for the subcontractors • Source code • Licenses • Other documentation as defined by PRMP 	
SLA-007	M&O	Latency	<ul style="list-style-type: none"> • The vendor must ensure that the average record search/retrieval time during normal business hours not exceed two (2) seconds unless the response time latency is due to circumstances beyond the control of the vendor. 	<ul style="list-style-type: none"> • PRMP may assess up to \$5,000 per month if the monthly average latency of transactions exceeds the performance standard.
SLA-008	Both	Meeting Agendas	<ul style="list-style-type: none"> • The vendor must distribute meeting agendas and any documents to be addressed at the meeting at least one (1) 	<ul style="list-style-type: none"> • PRMP may assess up to \$200 per business day for each day a meeting agenda and/or documents to be addressed in the meeting are not submitted within one (1) business day prior to the meeting.

ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
			business day before the meeting, unless waived by PRMP.	
SLA-009	Both	Meeting Minutes	<ul style="list-style-type: none"> The vendor will publish meeting minutes for meetings it facilitates, no later than two (2) business days after the meeting, unless waived by PRMP. 	<ul style="list-style-type: none"> PRMP may assess up to \$200 per calendar day for each day meeting minutes are not submitted within two (2) business days.
SLA-010	Both	Notice of Scheduled Downtime	<ul style="list-style-type: none"> The vendor must notify PRMP via email of any planned system interruption, shutdown, or non-access to any files, at least three business days prior to the scheduled interruption and obtain written PRMP approval prior to implementing the shutdown. 	<ul style="list-style-type: none"> PRMP may assess up to \$1,000 per system interruption that the vendor does not notify PRMP and receive approval prior to the planned event.
SLA-011	M&O	Operations Incidents	<ul style="list-style-type: none"> Operations Incident Management Service Level is defined as the approach, policies, and procedures the vendor uses to manage incidents within the TPL solution as they occur. The following definitions describe the incident performance standards PRMP uses: <ul style="list-style-type: none"> <u>Critical</u>: System failure and no further processing is possible, confidentiality or privacy is breached, or healthcare data is lost. <u>High</u>: Unable to proceed with selected function or dependent functions, user-facing service is down for a subset of users, or core functionality is significantly impacted. 	<ul style="list-style-type: none"> PRMP may assess up to a 2% deduction of the monthly operating fee for failure to comply with the performance standard, as follows: <ul style="list-style-type: none"> Any single item not met: 1% deduction Any two (2) or more not met: 2% deduction

ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
			<ul style="list-style-type: none"> ○ <u>Medium</u>: Restricted function capability, a minor inconvenience to customers with an available work-around, or usable performance degradation; however, processing can continue. ○ <u>Low</u>: Minor cosmetic change needed. • PRMP is notified of 100% of incidents within the below time frames. • 99% of incidents are solved within the below established time frames: <ul style="list-style-type: none"> ○ PRMP will receive notice of “critical” incidents within fifteen (15) minutes of occurrence, and the vendor will provide a resolution within four (4) hours, and status reported to PRMP at a minimum of hourly. ○ PRMP will receive notice of “high” incidents within fifteen (15) minutes of occurrence, and the vendor will provide a resolution time within twenty-four (24) hours, and status reported to PRMP every two (2) hours. ○ PRMP will receive notice of “medium” incidents within one (1) hour, and the vendor will provide a resolution time negotiated with 	

ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
			<p>PRMP and development team within the development sprint planning process, and status reported to PRMP weekly.</p> <ul style="list-style-type: none"> PRMP will be notified of incidents identified as “low” within one (1) business day. A resolution time will be developed in coordination with PRMP within the development sprint planning process, and status reported to PRMP monthly. 	
SLA-012	Both	PRMP Queries and Requests	<ul style="list-style-type: none"> The vendor must triage all inquiries received from PRMP-approved email addresses. All emails received must be acknowledged within one (1) business day of receipt and resolved within three (3) business days unless otherwise approved by PRMP. The vendor must forward to the designated PRMP staff within one (1) business day those inquiries that are either: <ul style="list-style-type: none"> Determined to be outside the response scope for the vendor. Should be handled by PRMP staff. <p>Compliance and Calculation:</p>	<ul style="list-style-type: none"> PRMP may assess up to \$100 per occurrence of an email not being acknowledged within one (1) business day. PRMP may assess up to \$100 per occurrence of an email resolution not completed within three (3) business days. PRMP may assess up to \$100 per occurrence of any inquiry determined to be out of scope that was not properly forwarded to the designated PRMP staff within one (1) business day.

ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
			<ul style="list-style-type: none"> Acknowledge all emails received within one (1) business day and resolve all emails within three (3) business days. Forward to PRMP staff within one (1) business day emails that are determined to be outside the vendor's response scope. 	
SLA-013	DDI	Schedule Maintenance	<p>This performance standard is only applicable to schedule delays attributable to the vendor. Schedule Maintenance SLA is defined as failure by the vendor to perform in accordance with the details of this RFP and the result causes a loss to PRMP.</p> <p>If the vendor fails to provide the required deliverable by the specified delivery date, PRMP may reduce the vendor's payment for the below, whichever is higher.</p> <ul style="list-style-type: none"> Deliverable Payment Milestone 2: Solution Planning, or Deliverable Payment Milestone 3: Solution Design, Testing, and Operational Readiness <p>Each time the system deployment to operations is extended from the approved schedule due to actions by the vendor, PRMP may reduce the amount paid to the vendor for Deliverable Milestone 4: Solution Deployment.</p>	<p>PRMP may assess an invoice payment deduction to either of the below Deliverable Payment Milestones, whichever is greater:</p> <ul style="list-style-type: none"> Deliverable Payment Milestone 2: Solution Planning or Deliverable Payment Milestone 3: Solution Design, Testing, and Operational Readiness <p>PRMP may assess the following deduction for any delay of deployment to operations from the approved project schedule, attributed to the vendor:</p> <ul style="list-style-type: none"> 1st Acceptance Date Extension: Up to 10% deduction 2nd Acceptance Date Extension: Up to 20% deduction 3rd Acceptance Date Extension: Up to 30% deduction 4th Acceptance Date Extension: Up to 40% deduction 5th Acceptance Date Extension or greater: Up to 50% deduction <p>PRMP may decide to release the deducted portion of the Deliverable Payment Milestone upon successful implementation of the system.</p>

ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
SLA-014	Both	Security and Privacy Incident Notification	<p>The vendor is responsible for actively monitoring the solution to escalate, manage, and address security and privacy related incidents in a timely manner.</p> <ul style="list-style-type: none"> • Report, upon discovery, the incident to PRMP. • Confirm, quantify, and categorize suspected incidents within three (3) business days • Contain incident as soon as possible • Submit detailed incident report to PRMP within one (1) business day of confirming incident • Develop incident communication plan • Conduct briefing with PRMP within five (5) business days of incident confirmation • Remediate the issue at hand and submit a full incident report 	<p>PRMP may assess up to \$10,000 for each business day, after discovery of the security breach, that a security breach attributed to the vendor goes unreported to PRMP.</p>
SLA-015	Both	Security Breach	<ul style="list-style-type: none"> • The vendor must establish and maintain systems, processes, and security features to protect confidential information from unauthorized access, according to HIPAA and PRMP policies and procedures. 	<ul style="list-style-type: none"> • PRMP will be compensated by the vendor for any fines and penalties imposed by regulatory entities for security and privacy incidents attributable to the vendor. PRMP may, at its discretion, withhold operating fee payments until fines and penalties are resolved.
SLA-016	M&O	System Availability	<ul style="list-style-type: none"> • The production system must be available at least 99.5% of the time measured over 	<ul style="list-style-type: none"> • PRMP may assess up to an 8% deduction of the monthly operating fee for failure to achieve the system availability performance standards as follows:

ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
			<p>the course of the monthly reporting period. The standard is applicable 365 days per year, 24 hours per day, seven days per week, not including planned maintenance and/or outages.</p> <ul style="list-style-type: none"> The production environment and network connectivity to the system must be accessible 99.5% of the time except for scheduled downtime. Lower environment, such as development, SIT, or training, does not exceed 10% downtime for maintenance and upgrades. The scheduled refresh and maintenance window will be conducted on weekends and holidays. Production failover availability will be twenty-four (24) hours per day, seven (7) days per week and documented in technical specification how cloud-based services are configured and will be used for this requirement, including active restoration of data. 	<ul style="list-style-type: none"> Any 1 of 5 are not met: 1% Any 2 of 5 are not met: 2% Any 3 of 5 are not met: 4% Any 4 of 5 are not met: 6% All 5 are not met: 8%
SLA-017	Both	Staffing	<ul style="list-style-type: none"> Key staff should be fully in place before initiation of services as detailed in the Staffing Management Plan. The vendor should notify PRMP of any known key staff vacancy within one (1) 	<p>PRMP may assess:</p> <ul style="list-style-type: none"> Up to \$200 per business day for each key staff who is not fully in place before initiation of services, as defined in the Staffing Management Plan.

ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
			<p>business day, with every effort made to provide advanced notice of at least fifteen (15) business days.</p> <ul style="list-style-type: none"> • Work to ensure a permanent replacement is assigned to the project within thirty (30) business days of the date a key staff position becomes vacant. This period can be extended depending on the demonstrated level of effort to retain full-time replacement. • The vendor should help ensure that key staff are available from 8 a.m. – 5 p.m. AST every business day of the contract term or as otherwise agreed upon by PRMP and the vendor. • The vendor should maintain appropriate staffing levels coordinated with PRMP to ensure that contract activities are supported. Any variance to this level as articulated in the approved Staffing Plan will be communicated to PRMP with a strategy to resolve the staffing issue. 	<ul style="list-style-type: none"> • Up to \$3,000 per occurrence for each proposed key staff person changed without proper notice and approved by PRMP for reasons other than legally required leave of absence, sickness, death, or termination of employment. • Up to \$200 per business day for each business day after the initial thirty (30) business days in which an acceptable replacement for that key staff position is not provided. • Up to 5% of the monthly invoice for M&O for failure to meet the staff performance standard as follows: <ul style="list-style-type: none"> ○ Any 1 of 5 performance standards are not met: 1% ○ Any 2 of 5 performance standards are not met: 2% ○ Any 3 of 5 performance standards are not met: 3% ○ Any 4 of 5 performance standards are not met: 4% ○ All 5 performance standards are not met: 5%
SLA-018	DDI	Test Results Timeliness and Quality	<ul style="list-style-type: none"> • Test Results Timeliness is tied to testing milestones, as indicated in the Project Schedule. <ul style="list-style-type: none"> ○ The vendor must perform testing according to the Project Schedule, as delays attributable to the vendor will trigger this SLA. 	<ul style="list-style-type: none"> • PRMP may assess up to \$2,000 per business day that testing activities are delayed beyond the agreed-upon Project Schedule. • PRMP may assess up to \$2,000 for each critical defect or finding and \$1,500 for each high defect or finding if the

ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
			<ul style="list-style-type: none"> The Test Results Quality Rate is determined using the results of a vendor-generated, pre-test strategy, executed testing cases (including functionality, performance, integration, interfaces, operational suitability, and other test coverage items comprising a thorough vendor-executed testing). <ul style="list-style-type: none"> The initial service level for this SLA will be zero critical, high, or medium defects or findings, and an agreed-upon remediation plan for low open defects or findings. 	<p>vendor fails to meet any agreed-upon time frames due to said unresolved critical or high defects or findings.</p> <ul style="list-style-type: none"> PRMP may assess up to \$750 per business day per low and/or medium defect or finding if the agreed-upon resolution time frames are not met, as defined in the approved remediation plan. PRMP may assess up to an additional \$500 for every five (5) business days per defect or finding, until resolved and the defect or finding is remediated/ closed.
SLA-019	M&O	M&O Defect and Finding Aging	<p>This SLA measures the ability to resolve and deploy timely fixes for the highest-priority defects or findings impacting members and/or caseworkers.</p> <ul style="list-style-type: none"> No critical-priority (priority set by PRMP) defects or findings open more than thirty (30) days No high-priority (priority set by PRMP) defects or findings open more than forty-five (45) days. 	<ul style="list-style-type: none"> For each critical-priority M&O defect or finding open longer than thirty (30) business days PRMP may assess up to \$500 per business day until defect or finding is resolved and/or closed. For each high-priority M&O defect or finding open longer than forty-five (45) business days PRMP may assess up to \$400 per business day until defect or finding is resolved and/or closed.
SLA-020	Both	Critical Change Request Deployment Schedule	<ul style="list-style-type: none"> All critical CRs scheduled for deployment to production (and baselined in the Project Schedule) are deployed to production on or before the Baseline 	<ul style="list-style-type: none"> High-Priority CRs – PRMP may assess up to \$400 per business day late until deployed – to a maximum of 50% of the total cost estimate for a given CR

ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
			<p>Finish Date unless otherwise rescheduled.</p> <ul style="list-style-type: none"> All approved critical and high priority CRs are prioritized and scheduled for deployment to production based on PRMP priority level and a mutually agreed-upon plan and schedule that will identify key dependencies and interim milestones that must be met for the vendor to achieve the planned deployment date. Critical and high priority CRs must be deployed to production as scheduled and will be measured by either being deployed to production as scheduled or not being deployed to production as scheduled. 	<ul style="list-style-type: none"> Critical-Priority CRs – PRMP may assess up to \$500 per business day late until deployed – to a maximum of 50% of the total cost estimate for a given CR.
SLA-021	M&O	Cost Avoidance	<ul style="list-style-type: none"> The vendor must include as a part of its TPL Master Resource File submission any verified TPL information submitted to the vendor by PRMP, providers, MCOs, or other PRMP-approved sources within five (5) business days from data receipt. The vendor must verify the validity of all data submitted directly to the vendor by PRMP, providers, MCOs, or other PRMP-approved sources. 	<ul style="list-style-type: none"> PRMP may assess up to \$500 per occurrence for each missed file submission or receipt deadline.

ID	Applicable Project Phase	SLA Subject Area	Performance Standard	Contract Remedies
			<ul style="list-style-type: none"> Identify and verify third-party insurance coverage for Medicaid enrollees within five (5) business days of receipt of the file delivered from PRMP. Successfully submit nightly files via Secure File Transfer Protocol (SFTP) to the MMIS and any identified PRMP partners containing any updates, changes, or additions to the TPL Master Resource File. Complete all verified additions and update requests within five (5) business days. Complete all emergency insurance update requests within four (4) business hours, except for emergency requests that require a carrier code change or addition. Complete emergency requests requiring a carrier code change or addition within one (1) business day. Emergency requests will be defined as the inability of a Medicaid recipient to have a prescription filled or receive medical assistance from a provider because of incorrect TPL on the TPL Master Resource File or any emergency as determined by PRMP. 	

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.



Appendix 3: Key Staff Qualifications, Experience, and Responsibilities

The tables below detail the roles of vendor-specific key staff necessary for the successful execution of the services detailed in this RFP. The vendor's staff will be expected to participate in project-related activities at various times throughout the contract phases.

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

Table 26: Vendor Key Staff Allocation by Project Phase below highlights minimum required allocations and on-site presence for key staff, by project phase. Cells marked “100%” indicate that key staff must be 100% allocated to the project. Cells marked “<100%” indicate that key staff may be less than 100% allocated to the project but still must be available to PRMP to fulfill their obligations under this RFP and resulting contract. All key staff are expected to be available and on-site at least 25% of the time during the applicable project phases.

Table 26: Vendor Key Staff Allocation by Project Phase

Project Role	Project Initiation, Planning, and Onboarding	Solution Planning	Solution Design, Testing, & Operational Readiness	Solution Deployment	Ongoing Operations
Account Manager	100%	100%	100%	100%	100%
Business Lead	100%	100%	100%	100%	100%
Staff Attorney	<100%	<100%	<100%	<100%	<100%
Accountant	<100%	<100%	<100%	<100%	<100%
Certification Lead	<100%	100%	100%	<100%	<100%
Information Security Architect/Privacy Data Protection Officer	100%	100%	100%	100%	100%
Operations Manager	100%	100%	100%	100%	100%
Project Manager	100%	100%	100%	100%	<100%
Technical Manager	100%	100%	100%	100%	100%
Testing Manager	100%	100%	100%	100%	<100%
Training Manager	100%	100%	100%	100%	<100%

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Table 27: Vendor Key Staff Roles and Responsibilities below provides the minimum qualifications, experience, and primary responsibilities required for each role. The responsibilities presented are high-level and not to be interpreted as all-inclusive. The vendor may propose additional staff roles to complement the key roles identified. PRMP will consider alternative arrangements if the time staff are present and devoted is sufficient to meet the responsibilities and performance expectations set forth in this RFP.

In instances where the vendor proposes alternative staffing arrangements, include a description detailing why, as well as the approach toward helping to ensure the vendor will meet the responsibilities and performance expectations outlined in this RFP.

Table 27: Vendor Key Staff Roles and Responsibilities

Vendor Role	Qualifications	Responsibilities
Account Manager	<ul style="list-style-type: none"> A minimum of eight (8) years of demonstrative experience in project management for a SMA with operations similar to PRMP, a large healthcare provider management organization of a similar size, or an organization of comparable size implementing IT projects A minimum of three (3) years of demonstrated experience in project management for implementation of information systems A minimum of a bachelor's degree or a minimum of four (4) years of related experience Knowledge of project management standards and best practices, including <i>PMBOK® Guide</i> 	<p>The Account Manager is expected to be a key staff position throughout the entire contract term. This position is responsible for the overall delivery of the project. This individual serves as a liaison with PRMP during all phases of the contract. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> Attending in person, upon PRMP request, meetings and hearings of legislative committees and interested governmental bodies, agencies, and officers Establishing and maintaining a positive client relationship and providing timely and informed responses to implementation, operational, and administrative inquiries that arise Delegating authority when not able to be available Meeting with PRMP staff or such other person as designated by PRMP regularly to provide oral and written status reports and other information as required
Business Lead	<ul style="list-style-type: none"> A minimum of three (3) years of demonstrated experience working within a SMA with operations of a similar size to PRMP or a large healthcare provider management organization A minimum of three (3) years of demonstrative experience in information systems DDI 	<p>The Business Lead is expected to be a key staff position throughout the entire contract term. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> Serving as a liaison among stakeholders to ensure adherence to the structure, policies, and operations of PRMP Ensuring requirements are efficiently and effectively addressed by the system

TPL RFP #2025-PRMP-MES-TPL-002: Appendix 3: Key Staff Qualifications, Experience, and Responsibilities

Vendor Role	Qualifications	Responsibilities
	<ul style="list-style-type: none"> A minimum of three (3) years of Medicaid TPL experience applicable to the scope of this RFP A minimum of two (2) years of experience managing project controls, including issues, risks, requirements, scope, and schedules A minimum of a bachelor's degree or a minimum of four (4) years of related experience Knowledge of project management standards and best practices, including the <i>PMBOK® Guide</i> 	<ul style="list-style-type: none"> Coordinating the day-to-day implementation activities and facilitating communication between the business analysts and development and QA teams Managing business analysis resources, assigning tasks, overseeing work products and their completion, monitoring the schedule, and ensuring resources are utilized efficiently and effectively Providing expert guidance ensuring that the policy and business rules defined by PRMP are correctly implemented in the vendor's system Serving as the senior business expert with a strong understanding of the vendor's business application Ensuring requirements and reporting needs, including those that exceed the standard reporting package, are addressed Providing ad hoc reporting, as requested by the PRMP Managing the processes and procedures associated with system change orders Managing the OTM
Staff Attorney	<ul style="list-style-type: none"> Minimum of two (2) years of professional legal experience in healthcare, personal injury, or litigation Minimum graduate from a law school accredited by the American Bar Association (ABA) or the Puerto Rico Supreme Court Standing member of the Puerto Rico Bar Association Licensed and in good standing with the State Bar Association 	<p>The Staff Attorney is a key position that will play a limited role throughout the TPL project life cycle and subsequent operations. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> Providing subject matter expertise to both PRMP and the vendor's staff on a variety of topics related to Medicaid and TPL issues and the administration of TPL functions Reviewing proposed statutory changes and making recommendations for contract modification(s) specific to the described changes/updates Developing written communication/correspondence regarding Medicaid members, and opposing counsel, state agencies, and court officials for agency approval

TPL RFP #2025-PRMP-MES-TPL-002: Appendix 3: Key Staff Qualifications, Experience, and Responsibilities

Vendor Role	Qualifications	Responsibilities
		<ul style="list-style-type: none"> • Providing advanced legal research, interpretation, and application of federal, state, and/or local laws in accordance with TPL • Attending professional meetings, and conferences in accordance with TPL • Maintaining knowledge of current trends and developments related to Medicaid and any impact on TPL • Staying abreast of legal issues and developments in the healthcare industry • Completing any other related TPL tasks as requested by management or PRMP <p><u>NOTE:</u> The vendor's Staff Attorney is <u>not</u> expected to provide legal advice to or on behalf of PRMP nor serve as a legal representative for PRMP.</p>
Accountant	<ul style="list-style-type: none"> • Minimum of three (3) years of accounting experience within the Medicaid, healthcare, or insurance industry • Minimum of two (2) years of professional experience conducting comprehensive financial audits • Minimum of a bachelor's degree in accounting or finance • Preferred Certified Public Accountant (CPA) or Certified Management Accountant (CMA) • Licensed by the Puerto Rico Board of Accountancy • Demonstrated knowledge of TPL recovery, including the identification and recovery of payments from third-party insurers, Medicare, or other sources 	<p>The Accountant is a key position that will play a limited role throughout the TPL project life cycle and subsequent operations. The Accountant helps ensure that the Medicaid TPL program operates efficiently by properly recovering costs from liable third parties and helping maintain the financial integrity of the program. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Conducting comprehensive financial audits on all trust, accounting, and financial documents submitted to PRMP • Performing analytical procedures and analysis to detect unusual financial statement relationships and provide ad hoc and scheduled reports as requested by PRMP • Ensuring financial compliance with federal and state TPL guidelines as well as agreed-upon PRMP procedures • The vendor's Accountant role is limited to only those activities related to the TPL contract and is not expected to provide accounting or other financial services to or on behalf of PRMP

Vendor Role	Qualifications	Responsibilities
Certification Lead	<ul style="list-style-type: none"> • Minimum of three (3) years of experience certifying systems against industry standards for projects similar in size and scope to the services PRMP has requested • In-depth understanding of the most current CMS SMC life cycle required to validate the system • Knowledge of project management standards and best practices, including the <i>PMBOK® Guide</i> 	<p>The Certification Lead is expected to be a key staff position throughout the entire contract term. The Certification Lead is responsible for ensuring the solution meets all SMC requirements for the successful CMS certification of the TPL solution. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Leading the vendor's project team and PRMP through all phases of the SMC process, including planning, execution, documentation, and final submission • Ensuring the system complies with all relevant CMS certification standards and modular requirements, including functional and non-functional requirements • Serving as the primary point of contact between the project team and CMS by facilitating communication and addressing CMS inquiries, and seeking clarification where needed • Working closely with project managers, business analysts, solution architects, and developers to ensure system modules meet CMS standards for final certification of the TPL solution • Engaging with PRMP leadership to report certification progress to state Medicaid officials and other key stakeholders, providing updates on milestones, issues, and risks • Overseeing the creation and delivery of all required certification artifacts and key performance evidence, including the modular certification checklist, testing plans, security documents, and other outcome-based evidence packages • Ensuring all artifacts and deliverables align with CMS' modular certification guidelines and expectations before submission • Collaborating with the project team to address any deficiencies or gaps identified by CMS in the submitted documentation

Vendor Role	Qualifications	Responsibilities
		<ul style="list-style-type: none"> Working with the Testing Manager to assist with overseeing the testing process for the TPL module to ensure the new solution meets CMS guidelines on security, interoperability, scalability, and performance Tracking KPIs related to the TPL solution certification process and maintaining progress dashboards Ensuring all post-certification tasks, such as system enhancements and future updates, are appropriately documented and aligned with ongoing CMS compliance requirements
Information Security Architect/Privacy Data Protection Officer	<ul style="list-style-type: none"> Minimum of five (5) years of IT security work experience including infrastructure/network and multi-platform environments with a similar scope to the services that PRMP has requested Experience should demonstrate familiarity with technical and risk assessment techniques, tools, and practices, and experience working with federal security and privacy requirements Certified Information System Security Professional (CISSP) or Certified Information System Auditor (CISA) Certification 	<ul style="list-style-type: none"> The Information Security Architect/Privacy Data Protection Officer is expected to be a key staff position throughout the entire contract term. The Security Architect/Privacy Data Protection Officer is responsible for ensuring that the architecture of the system supports PRMP's security needs, and that security is a primary focus during system DDI. Responsibilities include, but are not limited to: <ul style="list-style-type: none"> Integrating with the rest of the vendor management team to ensure that any concerns or incidents related to security that emerge during implementation or operations are conveyed to PRMP in a timely manner Taking the lead in developing systems to correct any identified issues Serving as the vendor's single point of contact for supporting security audits
Operations Manager	<ul style="list-style-type: none"> A minimum of five (5) years of demonstrated experience in project management for an SMA with operations similar to PRMP, a large healthcare provider organization of a similar size, 	The Operations Manager is expected to be a key staff position for contract Phase 2 M&O. Responsibilities include, but are not limited to:

TPL RFP #2025-PRMP-MES-TPL-002: Appendix 3: Key Staff Qualifications, Experience, and Responsibilities

Vendor Role	Qualifications	Responsibilities
	<p>or an organization of comparable size implementing IT projects</p> <ul style="list-style-type: none"> • A minimum of three (3) years of demonstrated experience in project management for implementation of information systems • A minimum of a bachelor's degree or four (4) years of related experience • Certification in project management, preferably from the PMI® • Knowledge of project management standards and best practices, including the <i>PMBOK® Guide</i> 	<ul style="list-style-type: none"> • Supporting project activities to ensure a smooth transition from Phase 1 DDI to Phase 2 M&O, followed by operations to project closeout • Providing on-site management of the project and is the chief liaison for PRMP for ongoing system operations • Coordinating maintenance activities with PRMP • Ensuring compliance with any PRMP audit requests and timely responses to audit inquiries • Ensuring timely and effective execution of all Phase 2 activities and deliverables • Ensuring adequate staffing on the project consistent with required tasks and Project Schedule • Overseeing, supporting, and monitoring day-to-day activities involving the ongoing maintenance of the system • Ensuring understanding and agreement between stakeholders and the vendor • Managing ongoing risks and issues of the project • Providing timely communication of project status and progress to key stakeholders and communication of project information to project team members • Scheduling and reporting on project activities, identifying resource requirements in advance, coordinating the use of personnel resources, identifying issues, providing solutions to problems, and facilitating the implementation of the solution • Hosting on-site meetings, milestone meetings, and interim meetings on a recurring or ad hoc basis • Ensuring compliance with the project governance structure • Coordinating project management activities with PRMP • Managing system change control

TPL RFP #2025-PRMP-MES-TPL-002: Appendix 3: Key Staff Qualifications, Experience, and Responsibilities

Vendor Role	Qualifications	Responsibilities
		<ul style="list-style-type: none"> Coordinating and overseeing the timely, seamless, and successful transition out, turnover, and contract closeout portion of the contract
Project Manager	<ul style="list-style-type: none"> A minimum of five (5) years of demonstrated experience in project management for an SMA with operations of a similar size to the PRMP or a large healthcare provider management organization of a similar size A minimum of three (3) years of demonstrated experience in project management for implementation of information systems A minimum of a bachelor's degree or a minimum of four (4) years of related experience A certification in project management, preferably from the PMI® Knowledge of project management standards and best practices, including the <i>PMBOK® Guide</i> 	<p>The Project Manager is expected to be a key staff position throughout Phase 1 DDI of the contract. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> Providing on-site management of the project and serving as the chief liaison for PRMP for Phase 2 M&O activities Ensuring compliance with any PRMP audit requests and providing timely responses to audit inquiries Performing day-to-day planning, directing, managing, and overseeing Ensuring adequate staffing on the project consistent with required tasks and Project Schedule Ensuring timely and effective execution of all project tasks, including the use of project management processes, organizing the project, and managing the teamwork activities consistent with the approved Project Schedule Overseeing the development and implementation of the Project Management Plan and other applicable contract deliverables Managing risks and issues Providing timely communication of project status and progress to key stakeholders and communication of project information to project team members Scheduling and reporting on project activities, identifying resource requirements well in advance, coordinating the use of personnel resources, identifying issues, providing solutions to problems, and facilitating the implementation of the solution

TPL RFP #2025-PRMP-MES-TPL-002: Appendix 3: Key Staff Qualifications, Experience, and Responsibilities

Vendor Role	Qualifications	Responsibilities
		<ul style="list-style-type: none"> • Hosting on-site status meetings, milestone meetings, and interim meetings, on a recurring or ad hoc basis • Ensuring compliance with the project governance structure • Coordinating project management activities with PRMP • Managing system change control
Technical Manager	<ul style="list-style-type: none"> • Minimum of five (5) years leading technical implementation for projects of similar scope to the services that PRMP has requested • A minimum of three (3) years of Medicaid IT experience • A minimum of a bachelor's degree or a minimum of four (4) years of related experience 	<p>The Technical Manager is a professional experienced in infrastructure technology and MMIS systems. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Ensuring hardware and software compatibility with PRMP systems • Managing ongoing activity necessary to fulfill all technical requirements of the contract • Leading the development team in creating new projects and applying technical changes to the existing MMIS system to support PMRP TPL program goals and objectives • Allocating appropriate resources, including developers, analysts, and testers, for the successful integration of the TPL solution • Identifying and mitigating risks associated with the integration process, including technical risks, compliance issues, and delays in development • Supporting the testing process to ensure that the TPL solution are properly integrated and function according to Medicaid TPL standards, including functional, performance, and security testing • Working closely with development teams, system architects, and database administrators to resolve technical challenges and ensure system interoperability

TPL RFP #2025-PRMP-MES-TPL-002: Appendix 3: Key Staff Qualifications, Experience, and Responsibilities

Vendor Role	Qualifications	Responsibilities
		<ul style="list-style-type: none"> Supervising data migration activities to ensure that TPL-related data from legacy systems is accurately transferred and validated within the new system
Testing Manager	<ul style="list-style-type: none"> A minimum of four (4) years of experience leading the systems testing of a large-scale insurance or health and human services system A minimum of three (3) years of Medicaid experience Previous experience as a testing manager in at least one (1) or more Medicaid systems implementation projects A minimum of a bachelor's degree or a minimum of four (4) years of related experience 	<p>The Testing Manager is expected to be a key staff position throughout the contract term. The Testing Manager develops and executes all planning, management, coordination, communication, and oversight of all systems testing activities. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> Performing planning for all testing, managing test resources and test environments, overseeing testing execution, assessing and reporting progress and effectiveness of testing efforts, and developing automated testing Developing a testing framework and developing and maintaining a Master Test Plan Ensuring that system functionality and business operations meet certification criteria, including documentation of system artifacts necessary to support the CMS MES certification process Establishing and executing quality standards and control processes for testing
Training Manager	<ul style="list-style-type: none"> Minimum of five (5) years' experience leading training for projects with a similar scope to the services that PRMP has requested A minimum of three (3) years of Medicaid IT experience A minimum of a bachelor's degree or a minimum of four (4) years of related experience 	<ul style="list-style-type: none"> The Training Manager is responsible for ensuring that the users of the TPL solution are well-trained and knowledgeable of the system's functionality in alignment with PRMP's policies and procedures. Additionally, the Training Manager is responsible for overseeing the training of staff to perform the necessary operational activities for the TPL solution. Responsibilities include, but are not limited to: <ul style="list-style-type: none"> Developing and socializing training materials Leading training sessions Ensuring all system users receive regular training to be up to date on system usage

TPL RFP #2025-PRMP-MES-TPL-002: Appendix 3: Key Staff Qualifications, Experience, and Responsibilities

Vendor Role	Qualifications	Responsibilities
		<ul style="list-style-type: none"> Leading the development of additional training materials, as necessary Serving as the vendor's single point of contact for supporting user training

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Appendix 4A: Proforma Draft Contract

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

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

PROFESSIONAL SERVICES CONTRACT

2025-PRMP-MES-TPL-002

APPEARING

FOR THE FIRST PARTY: PUERTO RICO DEPARTMENT OF HEALTH, herein represented by the Secretary of Health, VICTOR N. RAMOS OTERO, MD, MBA, of legal age, married, a medical doctor and resident of San Juan, Puerto Rico, or by the Undersecretary of Health, XX, of legal age, XX, and resident of XX, Puerto Rico, or by the Executive Assistant, JULIO I RAMOS VELEZ, of legal age, XX and resident of XX, Puerto Rico who may appear in representation of the Secretary of Health and are duly authorized to sign this Agreement by delegation made on September 24, 2023 in accordance with Act No. 81 of March 14, 1912, henceforth referred to as the FIRST PARTY.

FOR THE SECOND PARTY: _____, a corporation created under the Laws of the Commonwealth of Puerto Rico, duly registered with the Department of State under number _____, represented by _____ in its capacity as _____, of legal age, married / single, and neighbor of _____, Puerto Rico, authorized to execute this contract, hereinafter referred to as the SECOND PARTY.

WITNESSETH

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

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

WHEREAS: *(Include agreement purposes.)* Accordingly, PRMP published on October 16, 2024, a request for (2025-PRMP-MES-TPL-002), that was adjudicated on _____ to the SECOND PARTY.

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

CLAUSES AND CONDITIONS

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

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

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

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

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

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

COMPENSATION:

The FIRST PARTY shall be obligated to pay the SECOND PARTY up to a maximum of \$_____, according to the terms and conditions of this agreement.

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

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

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

- Supplier's name and address,
- Date and invoice number,
- Contract number,
- Dates or periods in which the service was rendered,
- Nature and description of the matter attended, or service rendered,
- Detail of hours spent in the provision of the services.

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

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

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

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

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

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

RESOURCES TO PAY FOR THE SERVICES:

The services provided under this contract will be paid from the Allowance for Professional and Consulting Services, account number: _____ (PRIFAS), _____ (P. S.), and/or any other available account figures up to a maximum of _____ during the term of this agreement.

INDEPENDENT CONTRACTOR:

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

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

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

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

REPORTS:

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

ADMINISTRATIVE POLICIES

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

NEGLIGENCE OR ABANDONMENT

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

DISCRIMINATION IN RENDERING OF SERVICES

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

INTELLECTUAL PROPERTY:**Intellectual Property Rights, Ownership, Payment, Use, and Purpose**

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

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

BOTH PARTIES agree that any data, documents, information, project materials, reports or work-related products resulting from the services provided by the SECOND PARTY, including but not limited to studies, research, consultations, or any other shape or form that they may take, shall always be considered intellectual property of the FIRST PARTY. The FIRST PARTY

will not be obligated to pay any monetary amount in addition to the payment specified in the FOURTH CLAUSE of this agreement, nor it would be in any obligation to the SECOND PARTY as a result of any intellectual property rights, services and work performed, including but not limited to studies, research, consultations, or any other shape or form that they may take. The FIRST PARTY is also authorized and has the full right to give the aforementioned information, materials, and products the official use it deems necessary. The SECOND PARTY may not use data, information, project materials, reports or work-related products resulting from services rendered under this agreement for any other purposes other than the ones stated in this agreement or expressly authorized by the FIRST PARTY.

Ownership of Enhancements and Modifications

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

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

Ownership, Use, Protection, and Access to Information

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

Work Made for Hire

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

Derivative Works

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

Liability, Access, and Provider Enrollment Portal (PEP)

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

Proprietary and Confidential Nature of Information

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

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

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

Theft and Misuse of Governmental Information

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

Intellectual Property Rights, Titles, and Licensing

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

Copyright Infringement and Related Lawsuits

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

Return and Destruction of Information

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

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

VALIDITY AND DURATION:

This Contract will remain in effect upon BOTH PARTIES signatures until _____ and may be renewed for an additional period with prior written amendment duly signed by BOTH PARTIES and subject to the confirmation of available funds.

RESOLUTION AND TERMINATION

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

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

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

The infringement or infringements by the SECOND PARTY of Act No. 1 of January 3, 2012, as amended, known as the Puerto Rico Government Ethics Act.

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

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

The conviction or the determination of probable cause for indictment against the SECOND PARTY for the commission of a crime or offense against the public treasury or government administration or that involves public funds or properties, be it at the federal or state levels.

If the SECOND PARTY incurs in acts in violation of public policy legislation, such as sexual harassment, Workplace Harassment (Law No. 90-2020), discrimination, and use and abuse of controlled substances.

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

If the SECOND PARTY loses its required licenses or does not maintain its required licenses up-to-date, when it is required for the provision of contracted services.

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

The FIRST PARTY may terminate this Agreement immediately if, in its sole discretion, determines that the SECOND PARTY has incurred in a violation of the privacy, confidentiality and security agreements regarding the use and disclosure of protected health information of patients of the FIRST PARTY. The failure to notify to the FIRST PARTY of any violation in the management of the Protected Health Information”) by the SECOND PARTY, its associates or subcontractors, shall be the cause for termination of this Agreement. The FIRST PARTY reserves the right to refer to the federal Department of Health and Human Services of any unsolved violations of SECOND PARTY.

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

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

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

The breach of any of the established policies by the Financial Oversight and Management Board related to contractual relations with the Government of Puerto Rico and its instrumentalities, applicable to the SECOND PARTY. (FOMB POLICY: REVIEW OF CONTRACTS of November 6, 2017, modified on April 30, 2021).

The breach with the provisions of Executive Order OE2021-029 of April 27, 2021, or any subsequent amendment to it when applicable.

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

Termination Assistance

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

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

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

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

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

The SECOND PARTY acknowledges that, if it were to breach, or threaten to breach, its obligation to provide the FIRST PARTY with the foregoing assistance, the FIRST PARTY might be immediately, and irreparably harmed and monetary compensation might not be measurable or adequate. In such circumstances, the FIRST PARTY shall be entitled to obtain such injunctive, declaratory, or other equitable relief as the FIRST PARTY deems necessary to prevent such

breach or threatened breach, without the requirement of posting any bond, and the SECOND PARTY waives any right it may have to allege or plead or prove that the FIRST PARTY is not entitled to injunctive, declaratory, or other equitable relief. If the court should find that the SECOND PARTY has breached (or attempted or threatened to breach) any such obligations, the SECOND PARTY agrees that without any additional findings of irreparable injury or other conditions to injunctive or any equitable relief, the SECOND PARTY will not oppose the entry of an order compelling its performance and restraining the SECOND PARTY from any further breaches (or attempted or threatened breaches).

Transition Services

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

Transition and Closeout Management Plan

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

- Transition Approach
- Staffing
- Tasks
- Schedule; and Operational documentation and work artifacts
- The Transition and Closeout Management Plan will include:
 - Key staff and their responsibilities during transition activities;
 - Knowledge transfer activities to FIRST PARTY or a designated agent.
 - Detailed description of the transition process to facilitate the smooth transition of operations within timelines.
 - Transition/Closeout WBS; including dependencies on FIRST PARTY and other vendors.
 - Transfer of assets (i.e., software, licenses, subscriptions, branding, hardware, furniture, lockboxes, etc.) and security responsibilities.
 - Dependencies on resources (e.g., vendor staff, other vendors, technology, licenses, contracts, etc.) necessary to complete the transition activities.
 - Operational communication associated with risk management and operational status reporting during the transition.
 - Transition or closure of active correspondence; as applicable.

- Job shadowing and training activities necessary for the transition.
- Certificates of destruction of operational assets and data, as necessary.
- Delivery of operational documentation in final as well as editable formats, including the Operations Management Plan(s), Master Operations Schedule, Risk and Issues Register, business/process design, business standard operational procedures, etc.
- Transfer of Work Product, as applicable.
- Transition or closure of active correspondence.
- Delivery of the Closeout Report.

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

Statement of Resources

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

Transition Deliverables:

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

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 Scope of Work (SOW) to the FIRST PARTY as follows:

MONETARY INTEREST:

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

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

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

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

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

INTERPRETATION

This contract will always be subject to the Laws and Regulations of the Commonwealth of Puerto Rico and will be interpreted accordingly. If any of the clauses, paragraphs, sentences, words or parts of this contract is declared invalid or unconstitutional by a court of law, the remaining provisions, paragraphs, sentences, words or parts of this contract shall continue in effect to ensure the intent of the contracting parties, which may be interpreted in accordance with the applicable provisions of the Civil Code of Puerto Rico and the laws governing the contracting parties with the Commonwealth of Puerto Rico.

FORMER GOVERNMENT EMPLOYEES

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

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

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

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

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

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

CRIMES AGAINST THE PUBLIC TREASURY

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

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

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

CONFIDENTIALITY

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

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

The SECOND PARTY agrees that, with respect to the information obtained, it will not copy, use, make public, disclose or otherwise communicate it directly or indirectly, to any other person, outside the course of the duties assigned to it, either during the course of the performance of services or at any time thereafter, unless an authorized representative of the FIRST PARTY so

provides by written permission. If applicable, the SECOND PARTY acknowledges and agrees that such duty of confidentiality and secrecy shall be extended to its employees, representatives, contractors, consultants, as well as to any person who, for strict reasons, must have access to such information.

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

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

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

AUDITS

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

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

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

NON-TRANSFERABILITY

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

INSURANCE POLICIES

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

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

The policies must have the following endorsements:

- Naming the DEPARTMENT OF HEALTH of Puerto Rico, as an additional insured.
- Including the Hold Harmless Agreement.

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

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

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

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

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

RESPONSIBILITY FOR TORT DAMAGES

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

INCOME TAX CERTIFICATION

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

OR

The SECOND PARTY certifies and warrants that, at the time of executing this contract, it has filed its tax declarations for the five (5) previous years, and that it has adhered to an installment

repayment agreement, and that it is complying with its terms and conditions. A copy of the payment plan or plans shall be included and made part of this contract.

OR

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

AND

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

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

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

CERTIFICATION OF SALES AND USE TAX (SUT)

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

OR

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

OR

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

OR

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

AND

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

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

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

CONFLICT OF INTERESTS

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

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

The SECOND PARTY represents conflicting interests when, in order to benefit a client, it has the duty to promote or advance something which, in fact, it should oppose in the fulfillment of its duty

toward another previous, present or potential client. It also represents conflicting interests when its behavior is so described in the ethical standards that are generally accepted in its profession, or in the laws and regulations of the Commonwealth of Puerto Rico.

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

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

CERTIFICATION BY THE CHILD SUPPORT ADMINISTRATION

The SECOND PARTY shall submit to the FIRST PARTY a certification of compliance issued by the Child Support Administration ("ASUME", for its acronym in Spanish).

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

COMPLIANCE WITH ACT NUMBER 168 OF AUGUST 12, 2000

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

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

CERTIFICATION REGARDING DEPARTMENT OF LABOR AND HUMAN RESOURCES MATTERS

The SECOND PARTY certifies and warrants that at the moment of executing this contract it has paid:

☐ Unemployment Insurance

☐ Temporary Disability

☐ Chauffeur's Insurance

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

ANTI-CORRUPTION CODE FOR THE NEW PUERTO RICO

The SECOND PARTY certifies knowing and complying with the ethical provisions established in Act Number 2 of January 4, 2018, known as the "Anti-Corruption Code for the New Puerto Rico".

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

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

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

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

- Be trained on said law, its Privacy Rule, Codes Transactions and Identifiers and its Security Rule regarding protected health information that is accessed, created, maintained or transmitted through electronic means.
- Learn about and comply with the requirements established in the FIRST PARTY'S Policies and Procedures Regarding Privacy and Security Practices.
- Immediately report to the FIRST PARTY, in writing, any Protected Health Information (PHI) use and/or disclosure which do not comply with the terms of this contract as detailed in 45 C.F.R. §164.504(e)(2)(ii)(C).

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

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

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

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

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

- Maintain systems that protect PHI, either through physical or electronic means, from unauthorized access and maintain compliance with the HIPAA electronic security rules, including but not limited to, electronic risk analysis.
- Previous written request to the FIRST PARTY, to allow access to the PHI owner individual to his/her health information, in compliance with the FIRST PARTY'S policies that only the minimum necessary information be disclosed with any PHI request.
- Maintain a registry of shared PHI, with access to the FIRST PARTY, as required by 45 C.F.R. §164.528.
- Immediately inform the FIRST PARTY of any unauthorized use or disclosure as soon as it has knowledge.
- Require that any subcontractor or agent follow the restrictions and conditions that are applicable to the FIRST PARTY in the management of PHI, including electronic medical information. The SECOND PARTY shall, upon request from the FIRST PARTY, share the flow-down process undertaken with contractors in the management of PHI.
- Incorporate any amendment to the individual information that is transmitted by the FIRST PARTY.

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

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

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

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

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

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

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

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

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

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

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

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

PUBLIC POLICY COMPLIANCE

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

COMPLIANCE WITH ACT NUMBER 127 OF MAY 31, 2004

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

LITIGATION

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

SMOKE FREE WORKPLACE ENVIRONMENT

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

SUBCONTRACTING

The SECOND PARTY shall not subcontract with any private entity with the purpose of delegating the essential services object of this contract. The SECOND PARTY shall only subcontract for

personal services and professional and consulting services with the only purpose to fulfill the essential services object of this contract. Under no circumstance FIRST PARTY's consent to authorize such subcontracts shall be interpreted that the FIRST PARTY would incur in additional obligations as to the total compensation in dollars convened in this contract, or that the SECOND PARTY will be relieved of its responsibility for any damages that the subcontracted party would cause.

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

DRESS CODE

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

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

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

WHISTLEBLOWING POLICY

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

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

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).
- To qualify under the statute, the employee's disclosure must be made to:

- A member of the Congress, or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, grantee, or sub-grantee who has the responsibility to investigate, discover, or address misconduct.

OTHER PROVISIONS

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

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

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

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

CERTIFICATION OF COMPLIANCE WITH THE POLICIES ESTABLISHED BY THE FOMB

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

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

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

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

TRANSFER OF SKILLS AND TECHNICAL KNOWLEDGE CERTIFICATION

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

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

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

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

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

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

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



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

ATTESTATION

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

In San Juan, Puerto Rico, today _____, 202__.

SECOND PARTY

FIRST PARTY

(Social Security Number)

XX-XX-XXXX

VICTOR M. RAMOS OTERO, MD, MBA - Secretary of Health

Julio I Ramos Velez – Executive Assistant

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

Appendix 4B: Business Associate Agreement

In the event of any conflict among the terms of the Agreement (excluding Proforma Contract) Appendix 4B Business Associate Agreement and the terms and conditions of the Proforma Contract Appendix 4A, 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, 1575 Avenida Ponce de León, Carr. 838, Km. 6.3, Bo. Monacillos, San Juan, Puerto Rico 00926 (“Covered Entity”), and _____ (“Business Associate”), with offices at _____ (individually a “Party” and collectively the “Parties”), is applicable when referenced in or attached to a Professional Services Contract for Business Consultant Services for the Puerto Rico Medicaid Program for the Provision of Services (“Transaction Document”), and is effective on the last signature date below (“Effective Date”).

RECITALS:

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

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

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

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

Definitions

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in

the federal Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 subpart A and 164 subparts A and E (the “Privacy Rule”); the federal Security Standards for the Protection of Electronic Protected Health Information, 45 CFR Parts 160 subpart A and 164 subparts A and C (the “Security Rule”); and the Notification in the Case of Breach of Unsecured Protected Health Information, 45 CFR Part 164 subpart D (the “Breach Notification Rule”) (collectively the “HIPAA Rules”).

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

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

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

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

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

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

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

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

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

Obligations and Activities of Business Associate

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

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

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

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

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

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

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

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

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

Securing Electronic PHI

Business Associate agrees to use appropriate safeguards and comply with applicable and mandatory requirements of the Security Rule set forth at 45 CFR 164.308, 164.310, 164.312, and 164.316 with respect to Electronic PHI to prevent the use or disclosure of Electronic PHI other than as provided for by this Agreement.



Business Associate shall report to Covered Entity any Security Incident that results in the unauthorized disclosure of Electronic PHI of which Business Associate becomes aware with respect to Electronic PHI Business Associate creates, transmits, receives or maintains on behalf of Covered Entity. Business Associate shall report unsuccessful Security Incidents to Covered Entity upon request. Parties recognize, however, that a significant number of meaningless attempts to access, without authorization, use, disclose, modify or destroy PHI in Business Associate's systems will occur on an ongoing basis and could make a real-time reporting requirement formidable for Parties. Therefore, Parties agree that the following are illustrative of unsuccessful Security Incidents that, if they do not result in a pattern of Security Incidents or the unauthorized access, use, disclosure, modification, or destruction of PHI or interference with an information system, do not need to be reported:

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

Notification of Breaches of Unsecured PHI.

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

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.

Specific Use and Disclosure Provisions

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

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

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

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

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

Specific Use and Disclosure Restrictions

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

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

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.

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).

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:

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

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

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

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

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

The purpose of the exchange is otherwise determined by the Secretary in regulations to be similarly necessary and appropriate.

Obligations of Covered Entity

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.

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.

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.

Covered Entity agrees to disclose to Business Associate only the minimum amount of PHI necessary to accomplish the services covered in the Transaction Document.

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.

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.

Term and Termination

Term. This Agreement shall be effective as of Effective Date, and shall continue until terminated. The obligations under this Agreement shall apply to each Transaction Document referencing this Agreement until the later of (i) completion, termination, or expiration of that Transaction Document or (ii) when all 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.

Termination for Cause for Failure to Comply with this Agreement by Business Associate.

Upon any material failure to comply with this Agreement by Business Associate, Covered Entity shall either:

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

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

Termination for Cause for Failure to Comply with this Agreement by Covered Entity.

Upon any material failure to comply with this Agreement by Covered Entity, Business Associate shall either:

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

Effect of Termination.

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

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

Miscellaneous

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

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

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

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

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

Business Associate Original signature

Name (Typed or Printed)

Title

Signature

Date

Covered Entity Original signature

Name (Typed or Printed)

Title

Signature

Date

Appendix 5: Procurement Library

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

Table 28: Procurement Library

ID	Document/Information	Website (if applicable)
PL-001	PRMP's current TPL environment, including recent history and legislative context, relevant stakeholders, and system components	N/A (Found in Section 3: Current TPL Environment)
PL-002	<p>CMS' 42 CFR §433 Subpart D 1</p> <p>This subpart implements sections 1902(a)(25), 1902(a)(45), 1903(d)(2), 1903(o), 1903(p), and 1912 of the Act by setting forth State plan requirements concerning—</p> <ul style="list-style-type: none"> (a) The legal liability of third parties to pay for services provided under the plan; (b) Assignment to the State of an individual's rights to third party payments; and (c) Cooperative agreements between the Medicaid agency and other entities for obtaining third party payments. 	https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-433/subpart-D
PL-003	PRMP Administrative Order 584	N/A
PL-004	PRMP TPL MITA Assessment	N/A
PL-005	<p>Intake Form Guidance</p> <p>The Intake Form Template is used throughout the Streamlined Modular Certification (SMC) process to track information about a state's single Medicaid Enterprise Systems (MES) project undergoing certification. States will fill out the Intake Form Template by entering the CMS-required outcomes that document compliance with regulations applicable to their module or system, their state-specific outcomes, and the</p>	https://cmsgov.github.io/CMCS-DSG-DSS-Certification/Intake%20Form/

TPL RFP #2025-PRMP-MES-TPL-002: Appendix 5: Procurement Library

ID	Document/Information	Website (if applicable)
	metrics used to show that the project is achieving its outcomes on a continuous basis	
PL-006	Streamlined Modular Certification	https://www.medicaid.gov/medicaid/data-systems/certification/streamlined-modular-certification/index.html
PL-007	PgMO Plan Aids	N/A
PL-008	2024 TSPR 69	https://www.lexjuris.com/LexJuris/tspr2024/lexj2024069.htm#google_vignette
PL-009	CFR	https://www.ecfr.gov/cgi-bin/ECFR?page=browse
PL-010	Conditions for Enhanced Funding (CEF)	https://cmsgov.github.io/CMCS-DSG-DSS-Certification-Staging/Conditions%20for%20Enhanced%20Funding/
PL-011	Federal Executive Order 11246 Equal Employment Opportunity	https://www.dol.gov/agencies/ofccp/executive-order-11246/ca-11246
PL-012	Federal Information Security Modernization Act (FISMA)	https://www.cisa.gov/federal-information-security-modernization-act
PL-013	Federal Medical Assistance Percentages (FMAP)	https://aspe.hhs.gov/federal-medical-assistance-percentages-or-federal-financial-participation-state-assistance-expenditures
PL-014	HIPAA	https://www.hhs.gov/hipaa/index.html
PL-015	Privacy Act of 1974	https://www.justice.gov/opcl/privacy-act-1974
PL-016	PMI® – PMBOK® Guide	https://www.pmi.org/pmbok-guide-standards
PL-017	Puerto Rico Health Insurance Administration (PRHIA) Act	https://bvirtualogp.pr.gov/ogp/Bvirtual/leyesreferencia/PDF/2-ingles/72-1993.pdf
PL-018	SSA	https://www.ssa.gov/OP_Home/ssact/ssact-toc.htm
PL-019	Puerto Rico State Plan	https://www.medicaid.pr.gov/Home/StatePlan/
PL-020	Administrative Order Number 2024-586	N/A

TPL RFP #2025-PRMP-MES-TPL-002: Appendix 5: Procurement Library

ID	Document/Information	Website (if applicable)
PL-021	Framework for the Independent Third-Party Security and Privacy Assessment Guidelines for Medicaid Enterprise Systems	https://www.medicaid.gov/medicaid/data-and-systems/downloads/smc-certification-guidance.pdf
PL-022	CMS MES Testing Guidance Framework	N/A
PL-023	TPL Roadmap	N/A
PL-024	TPL Ad Hoc Report	N/A

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Appendix 6: Acronyms, Abbreviations, and Glossary Terms

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

Table 29: Acronym, Abbreviations, and Terms Glossary

Acronym / Abbreviation / Term	Definition
ACAA	Administración de Compensaciones por Accidentes de Automóviles
API	Application Programming Interface
ASES	Administration de Seguros de Salud
ASG	Administración de Servicios Generales
AST	Atlantic Standard Time
ASUME	Administración para el Sustento de Menores
BA	Business Associate
BAA	Business Associate Agreement
BENDEX	Beneficiary Earnings and Data Exchange
BPM	Business Process Model
BPMN	Business Process Model and Notation
BRE	Business Rules Engine
CAP	Corrective Action Plan
CCN	Cash Control Number
CEF	Conditions for Enhanced Funding
CFR	Code of Federal Regulation
CFSE	Corporación del Fondo del Seguro del Estado
CISA	Certified Information Systems Auditor
CISSP	Certified Information Systems Security Professional
CMA	Certified Management Accountant
CMMI	Capability Maturity Model Integration
CMS	Centers for Medicare & Medicaid Services
COB	Coordination of Benefits
COTS	Commercial Off-the-Shelf (software)
CPA	Certified Public Accountant
CR	Change request

Acronym / Abbreviation / Term	Definition
CRIM	Centro de Recaudación de Ingresos Municipales (Municipal Revenue Collection Center)
DDI	Design, Development, and Implementation
DED	Deliverable Expectation Document
DEERS	Defense Enrollment Eligibility Reporting System
DHHS	Department of Health and Human Services
DOB	Date of Birth
DOS	Date of Service
DRA	Deficit Reduction Act of 2005
DUNS	Data Universal Numbering System
E&E	Eligibility and Enrollment
EIN	Employer Identification Number
ePMO	Enterprise Project Management Office
ETL	Extract, transform, and load
FFATA	Federal Funding Accountability and Transparency Act
FFP	Federal Financial Participation
FISMA	Federal Information Security Modernization Act
FMAP	Federal Medical Assistance Percentage
FOMB	Fiscal Oversight Management Board
FSRS	FFATA Sub-award Reporting System
FTI	Federal Tax Information
GHP	Government Health Plan
HIE	Health Information Exchange
HIPAA	Health Insurance Portability and Accountability Act
HIPP	Health Insurance Premium Payment
ICR/OCR	Intelligent Character Recognition/Optical Character Recognition
ICN	Internal Control Number
IEEE	Institute of Electrical and Electronics Engineers
IRS	Internal Revenue Service
ISO	International Organization for Standardization

Acronym / Abbreviation / Term	Definition
IVU	Impuesto sobre Ventas y Uso
KPI	Key Performance Indicators
M&O	Maintenance and Operations
MAO	Medicare Advantage Organizations
MCO	Managed Care Organization
MEDIT3G	Medicaid Integrated Technology Initiative, Third Generation
MES	Medicaid Enterprise System
MFCU	Medicaid Fraud Control Unit
MITA	Medicaid Information Technology Architecture
MMIS	Medicaid Management Information System
MOU	Memorandum of Understanding
NAICS	North American Industry Classification System
NIST	National Institute of Standards and Technology
NPI	National Provider Identifier
OCM	Organizational Change Management
ODS	Operational Data Store
ORT	Operational Readiness Testing
OTM	Outcomes Traceability Matrix
PEP	Provider Enrollment Portal
PgMO	Program Management Office
PHI	Protected Health Information
PII	Personally Identifiable Information
PIU	Program Integrity Unit
PMBOK® Guide	A Guide to the Project Management Body of Knowledge (PMI product)
PMI	Project Management Institute®
PRDoH	Puerto Rico Department of Health
PRHIA	Puerto Rico Health Insurance Administration
PRMES	Puerto Rico Medicaid Enterprise System
PRMMIS	Puerto Rico Medicaid Management Information System
PRMP	Puerto Rico Medicaid Program



Acronym / Abbreviation / Term	Definition
PROMESA	Puerto Rico Oversight, Management, and Economic Stability Act
QA	Quality Assurance
QC	Quality Control
RACI	Responsible, Accountable, Consulted, and Informed
RCA	Root Cause Analysis
RFP	Request for Proposals
ROI	Return on Investment
RPO	Recovery Point Objective
RTO	Recovery Time Objective
RUP	Registro Único de Proveedores de Servicios Profesionales
SDLC	Software Development Life Cycle
SFTP	Secure File Transfer Protocol
SIT	System Integration Testing
SLA	Service Level Agreement
SMA	State Medicaid Agency
SMC	Streamlined Modular Certification
SME	Subject Matter Expert
SOA	Service-Oriented Architecture
SOP	Standard Operating Procedure
SOW	Scope of Work
SP	Special Publication
SPA	State Plan Amendment
SPR	Safeguard Procedures Report
SSA	Social Security Act/ Social Security Administration
SSI	Social Security Income
SSN	Social Security Number
SURI	Sistema Unificado de Rentas Internas
TBD	To be determined
TBQ	Territories and States Beneficiaries Query
TIN	Tax Identification Number



Acronym / Abbreviation / Term	Definition
T-MSIS	Transformed Medicaid Statistical Information System
TPL	Third Party Liability
U.S.	United States
UAT	User Acceptance Testing
USB	Universal Serial Bus
VA	Veterans Affair
WBS	Work Breakdown Structure
X-12	A standard for electronic data interchange between payers and providers

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.