

DEPARTAMENTO DE  
**SALUD**



Puerto Rico Department of Health  
Health Information Technology  
Environmental Scan  
Request for Proposal (RFP)

2023-PRMP-HIT-006

August 22, 2023

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## Acronyms

Acronym	Definition
APA	American Psychological Association
ASES	Administración de Seguros de Salud State Health Insurance Administration
CHIP	Children's Health Insurance Program
CMS	Centers for Medicare
CV	Curriculum Vitae
EH	Eligible Hospital
EHR	Electronic Health Record
EP	Eligible Providers
FQHC	Federally Qualified Health Center
HCBS	Home and Community-Based Services
HIE	Health Information Exchange
HIT	Health Information Technology
LTC	Long-Term Care
MCO	Managed Care Organization
MPPIPR	Medicaid Program Promoting Interoperability of Puerto Rico
MS	Microsoft
PM	Project Manager
PMO	Project Management Office
PRDoH	Puerto Rico Department of Health
PRMP	Puerto Rico Medicaid Program
Q&A	Questions and Answers
RFP	Request for Proposal
SMHP	State Medicaid HIT Plan
VA	Veterans Administration
WBS	Work Breakdown Structure

# 1. RFP QUICK FACTS SHEET

## 1.1 Summary of the RFP

The Puerto Rico Department of Health (PRDoH) is seeking proposals from qualified individuals/firms/organizations (vendors) for the provision of consulting services to develop and implement an environmental scan of the state of health information technology (HIT) across diverse groups of healthcare providers in the Commonwealth of Puerto Rico. This project is to complete an assessment of the Puerto Rico healthcare sector to measure changes in HIT adoption and interoperability over the duration of the Medicaid Program to Promote Interoperability of Puerto Rico (MPPIPR) and meet the MPPIPR program closeout requirement.

## 1.2 Period of Performance

The term of the work is approximately six months, subject to formalization of an agreement between PRDoH and the selected vendor and the availability of funds.

## 1.3 RFP Process Schedule

RFP Released to Public .....	8/22/2023
Vendor's Written Questions Submission Deadline .....	8/29/2023
Questions Responses Posted .....	9/6/2023
Proposal Submission Due Date .....	9/13/2023
Notice of Intent to Award .....	9/29/2023

## 1.4 RFP Communications

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

Elizabeth Otero-Martinez: [elizabeth.otero@salud.pr.gov](mailto:elizabeth.otero@salud.pr.gov)

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

Vendors must ensure that PRDoH receives all questions and comments via email, including questions and requests for clarification, no later than the questions submission deadline detailed above.

## 1.5 Proposal Submission

Vendors should submit proposals in two distinct parts: technical and cost. Technical proposals should not contain any cost information relating to the services. Cost proposals should contain all cost information and should be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening. In addition to printed copies of the technical and cost proposals, the vendor should submit **two (2) electronic copies of their technical proposal (PDF and Microsoft Excel, as appropriate) and cost proposal (Microsoft Excel)**. Please **submit separate USBs or other electronic media for both the technical and cost proposals for a total of four (4) USBs (two technical proposals and two cost proposals)**. Please submit two (2) printed copies of both the technical and cost proposals and be sure the technical and cost proposals are packaged separately.

**Proposals should be submitted to the below address:**

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

## 2. Overview

### 2.1 Background

PRDoH is responsible for most of Puerto Rico's health and social service programs and services, including the Puerto Rico Medicaid Program (PRMP), the Children's Health Insurance Program (CHIP), public health services and public hospitals. PRDoH is also the single state agency for the Medicaid program, in conjunction with a cooperative agreement with Administración de Seguros de Salud (ASES) which implements and administers the island-wide health insurance system. In October 2019, oversight of the Medicaid Program to Promote Interoperability of Puerto Rico (MPPIPR) and responsibility for the State Medicaid HIT Plan (SMHP) passed from ASES to PRDoH. Refer to Appendix 1 for an estimate of the provider landscape.

This environmental scan of Puerto Rico's HIT landscape will be used to determine the impact of the MPPIPR program, the current state of HIT needs in the health care provider community, and support PRDoH with planning for the future.

### 2.2 Purpose

The primary purpose of the environmental scan is to assess the current state of and progress in electronic health record (EHR) adoption, awareness of and participation in the MPPIPR and achieving HIT interoperability among various types of health care providers in Puerto Rico. The environmental scan will identify impacts of the MPPIPR on provider progress in EHR adoption, use, and interoperability and understanding the issues with and barriers to EHR adoption, use, and interoperability among practices that do not currently use an EHR system or electronically exchange health information. This scan will evaluate areas of progress/lack of progress since the program's inception in 2012, identify key barriers to EHRs and electronic exchange that currently exist, and set a new baseline for future automation and interoperability efforts in Puerto Rico.

**The goals of this project are to accomplish the following:**

- Conduct an environmental scan of current HIT capabilities and interoperability in the Puerto Rico health care landscape.
- Quantify, analyze, and visualize the current rate of EHR adoption and interoperability among Puerto Rico hospitals, physicians, and other provider types.



- Evaluate EHR adoption and interoperability progress among Puerto Rico hospitals, physicians, and other provider types since the MPPIPR inception.
- Identify ongoing barriers to health care automation and interoperability across the Commonwealth.



## 3. Project Requirements

### 3.1 Scope of Work

PRDoH is seeking to contract with an organization with proven expertise in survey design, administration, and analysis using a variety of survey methods in both English and Spanish to reach a statistically valid sample of respondents.

For this project to be successful the following must be accomplished:

A. Develop survey administration, execution, and analysis plan, to include:

- Survey methodology to assure randomization, validity, and coverage.
- Materials and methods for selecting and reaching participants.
- Materials and text for describing the survey effort to participants.
- Develop and refine survey questions, wording, and final tools in both Spanish and English.
- Survey administration using multiple methods in both Spanish and English and follow up.
- Process for compiling and analyzing responses.
- Process for comparative analysis with baseline scan findings as needed.
- Development of tables and graphs for final scan document.
- Writing final report content covering the scan process, comparative analysis, and findings.
- Schedule for survey administration, follow up, analyses, and write ups.
- Lead staff and staffing levels required for each task.

B. Define/refine survey target groups and percentages for statistical validity, to include at a minimum:

- All Medicaid/Vital eligible providers (EP) and eligible hospital (EH) types (as applicable), representing both urban and rural areas.
- All Medicare EP and EH types (as applicable), representing urban and rural areas.
- Other provider types not eligible for either program (e.g., behavioral health, long-term care [LTC], pharmacies, etc.)
- Providers in areas with limited internet access.

- Other non-eligible provider groups/types (e.g., public health, Veterans Administration [VA] providers).
- Managed care organizations and other groups with exchange networks.

C. Develop survey questions and final survey tools in English and Spanish; conduct survey testing:

The survey must gather information to address the following questions, at a minimum, about the current state of HIT and interoperability among various provider types in Puerto Rico, and where possible, compare it to the state of HIT at MPPIPR project inception in 2012 to assess progress made over the duration.

- What is the current extent of EHR adoption by practitioner and by care setting?
- For those using EHRs for their practice,
  - a. What type of system(s) are in use?
  - b. What data services are being utilized?
  - c. What type of providers are using EHRs and in what setting(s)?
- For those who are not using electronic health records, what are the barriers to adopting such systems? For example, broadband access, location, cost.
- What portion of the provider's patient population are Medicaid beneficiaries?
- To what extent does broadband internet access pose a challenge to EHR use and HIE connections?
- Does the Commonwealth have VA clinical facilities that are operating EHRs? Are those facilities connected to a national network?
- To what extent do providers electronically share health records with those within and outside of their networks? Are providers able to rely on intra-network record sharing across disparate data systems? I.e., is there data integration and data exchange occurring within networks?
- What are the greatest challenges related to gaining access to usable patient data?
- In what ways would a patient portal, direct data feeds to an EHR from the HIE, or data reports add value to a provider's workflow (broken down by provider and care setting type)?
- Are providers purchasing HIE services today? If yes, what type(s)?

D. Develop survey methodology and outreach:

- Determine all relevant survey methods to achieve maximum engagement and response rates (phone, mail, email, etc.).
- Establish optimum survey administration timeline to achieve maximum engagement and response rates.
- Compile current contact information for survey participants.
- Identify outreach methods and timing to contact potential participants and obtain interest in/agreement to participate and alert when survey is open/closed.
- Plan for extra outreach as needed to obtain responses from under-represented and/or hard to reach provider types/locations (small/rural providers, non-automated providers, providers with no or limited broadband access).

E. Administer the survey using multiple methods:

- Conduct a survey using all relevant methods to achieve maximum response rates (phone, mail, email, etc.)
- Maximize survey completion within the provider groups and timelines established.
- Conduct multiple follow up contacts as needed to obtain sufficient responses from critical participants.
- Process completed surveys promptly (daily/weekly).

F. Compile and analyze survey responses:

- Compile survey responses and free text into a format and application for analysis.
- Review and clean up survey responses where needed/possible.
- Analyze responses and produce overall numbers and figures by provider type and other characteristics (e.g., geography, practice size).
- Review and share findings with the project team.
- Conduct any revisions/additional analyses post-review.
- Finalize findings.

G. Develop charts, graphs, summarize findings and write up process for the final report:

- Create charts, tables, graphs, and other visuals as needed.

- Write up final report content to include survey process, methodology, lessons learned, and findings.
- Assist in presenting findings to PRDoH management.

Upon award, PRDOH can provide the following resources:

- Final report requirements.
- Sample survey questions and process used in other states.
- Sample survey outcomes/reports from other states.
- Project support and oversight from Project Management Office (PMO).

### 3.2 Project Deliverables

Deliverables identified for this project are as follows:

A. Project Schedule / Management plan

- The Project Schedule should be baselined upon initial approval of this deliverable by PRDoH. At minimum, the Project Schedule should be updated bi-weekly and delivered to the PMO in Microsoft (MS) Project® and/or PDF format on a bi-weekly basis. Submitted with each Project Schedule should be a document that details the changes made to the Project Schedule since the prior submitted version.
- The detailed schedule must be approved by the Project Sponsor at PRDoH.
- Weekly status reporting to the PMO.

B. Survey administration, execution, and analysis plan

- Survey methodology and target group numbers.
- Outreach plan.
- Bilingual survey administrators / outreach to target participants.
- Bilingual final survey tool(s) (**English and Spanish for Puerto Rico**).
- Scripts for phone contacts.

C. Survey response findings

- MS PowerPoint presentation for the PRDoH.
- Charts, graphs, tables, and text for the final SMHP report.

D. Environmental Scan Final Report

### 3.3 Responsibilities

The vendor's project staff will work in collaboration with PRDoH and the PMO to plan, manage, and administer project related activities from the start of the project through the contract closing.

Role	Responsibilities
PRDoH	<ul style="list-style-type: none"> <li>Establish a Project Manager/team for project oversight.</li> <li>Provide guidance and feedback during the project.</li> <li>Provide requirements, priorities, concerns, relevant data, among others.</li> <li>Assist with project tasks as needed/available.</li> </ul>
Contractor	<ul style="list-style-type: none"> <li>Assign a Project Manager/Point of Contact to communicate with PRDoH.</li> <li>Develop relevant project documents such as: proposed methodology, tools, protocols, among others.</li> <li>Conduct data collection activities, analyses, and reporting.</li> <li>Sustain constant communication with PRDOH and PM Team to ensure project flows efficiently, risks identified early, and feedback is addressed, among others.</li> <li>Keep a Risk and Issue log as part of the Project Management and discuss with the PMO in accordance with PRDoH's project management methodology.</li> </ul>

### 3.4 Vendor's Minimum Qualifications and Experience

Vendors shall provide **information regarding the firm/organization** so PRDoH can evaluate the vendor's ability to provide the services requested herein. At its discretion, PRDoH may require vendors to provide additional information and clarify information.

To be considered for award, a vendor must provide **evidence of their experience, including:**

- Description of the firm/organization and/or personnel assembled to complete the project.
- Submit at least two (2) case studies where similar services were rendered and included:
  - Developing and implementing a successful survey administration and execution plan and methodology.
  - Conducting a successful large-scale survey.
  - Designing, and testing statistically valid survey tools.
  - Conducting statistical multivariate analyses.
  - Provide samples of graphs, charts, and other visuals.
- Demonstrate experience working with tight timelines.
- Provide evidence of compliance with all requirements by law to operate in Puerto Rico and contract with Puerto Rico Government.

- Prior to the vendor submission of its proposal, the vendor must be registered with the “Registro Único de Proveedores de Servicios Profesionales” (RUP) from the Puerto Rico General Services Administration (ASG) and with the Puerto Rico Treasury Department (Hacienda) for the collection of sales and use tax (IVU) as a provider (if applicable) in the Sistema Unificado de Rentas Internas (SURI). The PRMP shall not award a contract, unless the vendor provides proof of such registration or provides documentation from the Puerto Rico Treasury Department that the vendor is exempt from this registration requirement in the SURI system. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For more information, please refer to the PR Treasury Department’s web site <http://www.hacienda.pr.gov>.
- Certificate of good standing of the Department of State of Puerto Rico.
- Show compliance with other relevant Commonwealth and federal regulations.

### **3.4.1 Qualifications and Experience of Key Personnel**

Vendors shall submit resumes for proposed Key Personnel to demonstrate evidence of relevant qualifications and experience necessary according to the scope of this RFP. Some personnel, such as survey administrators, should be fully bilingual so they can communicate effectively and without delay.

#### **3.4.1.1 Staff Qualifications**

The Contractor shall warrant that all persons assigned shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract. Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

#### **3.4.1.2 Subcontractors**

The Contractor shall be the primary vendor for the contract. PRDoH will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is solely responsible for all actions and work performed by its subcontractors. All terms, conditions,

and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

#### **3.4.1.3 Off-Shore Sourcing**

Vendors shall disclose in their proposal the location where the contracted services will be performed and whether or not any of the work necessary to provide the contracted services will be performed at a site outside Puerto Rico or the continental United States. If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify PRDoH in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. PRDoH must approve any changes prior to work being relocated. Failure to obtain PRDoH's approval may be grounds to terminate the contract for cause.

#### **3.4.2 Ownership**

PRDoH shall own all data, forms, procedures, and work products developed or accumulated by the Contractor under this contract. The Contractor may not release any materials without the written approval of PRDoH. Upon completion of the project, any printed survey material, including written responses, must be returned to PRDoH.

#### **3.4.3 Proof of Insurance**

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the Division of Purchases.

#### **3.4.4 Conflict of Interest**

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the Commonwealth and providing services involving this contract or services similar in nature to the scope of this contract to the Commonwealth. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any Commonwealth employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

### **3.5 Initial Project Schedule / Work Plan**

Vendors should provide an Initial Project Schedule by project phase. This Initial Project Schedule should show all task details with responsibilities, timelines, durations, milestone dates, deliverable dates, and vendor personnel hours by deliverables for each project phase, personnel hours necessary by phase and deliverable, and all critical dependencies for the project's milestones and deliverables. Please provide those tasks that are on the critical path. Please provide the tasks that will require assistance from PRDoH resources. The Initial Project Schedule should be provided as an attachment to the vendor's proposal and tabbed as such in the submission.

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

- Detailed tasks and timelines, outlining the major tasks planned by the vendor.
- The Work Breakdown Structure (WBS).
- The project schedule for all project deliverables and milestones.
- Identification of resources assigned as the responsible entity for each deliverable within the WBS to the level at which control will be exercised.
- Dependencies to task should be identified.



## 4. Proposal Evaluation

### 4.1 Award according to PRMP best value

The Buena Pro will be awarded in favor of the proposal that represents the best value for PRMP and the government of Puerto Rico. Cost, although it is a core factor, is not decisive to award the good pro in favor of a participant.

### 4.2 Reference Checks

Please see sections eight (8) and nine (9), and Attachments B and C for more information.

### 4.3 Criteria

Proposals that comply with all requirements will be evaluated by a PRDoH-appointed panel, according to a weight/score method. As part of its analysis, PRMP will give its highest consideration to the qualifications/experience of the proponent and to its proposal. The assigned weight for both criteria will be 4. For cost, the assigned weight will be 2. The evaluation committee will grant a score from 1 through 5 (1 being the lowest; 5 being the highest) according to their evaluation.

To be evaluated, proposals must be:

- Received by the due date/time.
- Meet proposal style requirements.
- Follow proposal format.
- Be complete and have all supporting documents required.

## 5. Proposal Response Instructions

### 5.1 Proposal Format

Proposals shall include the following sections. Make sure to include in the cover letter the contact person name, title, and contact information.

- Project Proposal – Detailed description of proposed project per Scope of Work, including:
  - Executive summary – High level summary (1-2 pages max.) The vendor should include a title page stating the vendor’s intent to bid for this RFP, signed in blue ink by an authorized signatory legally binding the vendor and include it in the labeled “Original Proposal.”
  - Firm/organization information
    - Purpose, Mission, and Vision
    - Description of relevant qualifications and experience
    - Evidence of organizational capacity (e.g., leadership CVs, structure)
      - Leadership
      - Key project staff
      - Subcontractors (specify their roles and if offshore) as applicable.
      - References
  - Description of proposed survey administration, execution, and analysis process
    - Detailed approach and process model
    - Description of Methodology and approach to survey administration
    - Knowledge of the Puerto Rico health care landscape
    - Work Plan, activities, and milestones
    - Detailed Timeline
    - Level of effort needed to complete each phase within the timeline.
    - Description of work performed during each phase.
- Cost/Budget
  - Detailed description of estimated expenses by line item/schedule
- Appendices
  - Statement of Work
  - (2) Case Studies of similar projects
  - Organizational Chart

- Qualifications of Team / Resumes/CVs of Key Personnel

## **5.2 Proposal Style Requirements**

- Arial, 12-point font; 1.5 spacing
- One-inch margins
- 8.5' x 11' Letter Paper size/portrait orientation
- No page minimum or maximum

## **6. Administrative and Judicial Review Process**

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

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

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

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

Challenges must be submitted using the form and according to the instructions in **Attachment D: Terms for Filing a Review** of this RFP and shall be considered waived and invalid if the objection has not been submitted as instructed in **Attachment D**.

## 7. Attachment A: Cost Proposal

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

The vendor's cost proposal should provide sufficiently detailed information to allow PRMP to assess the reasonableness of the vendor's cost for each defined component of the project. The vendor's Cost Proposal should be inclusive and complete for each area identified in **Attachment A: Cost Proposal** and for the assignments overall.

For the purposes of evaluation of the Cost Workbook, the vendor should complete the Cost Proposal assuming that they will staff and run the assignments for the service areas included in the Scope of Work.

## 8. Attachment B: Vendor Reference Form

PRDoH may conduct reference checks to verify and validate the past performance of the vendor and its proposed subcontractors.

Include at least two (2) references from projects performed within the last five (5) years that demonstrate the vendor's ability to perform the scope of work described in this RFP. The vendor should provide two (2) different clients/projects in order to demonstrate their experience.

Vendors should include 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.

**Please see Attachment B for the Vendor Reference Form.**

## 9. Attachment C: Subcontractor Reference Form

Subcontractor References (if applicable):

If the vendor's proposal includes the use of subcontractor(s), provide one (1) reference for each subcontractor. **PRDoH prefers references that demonstrate where the Prime and Subcontractors have worked together in the past.**

Please see **Attachment C** for the Subcontractor Reference Form.

## 10. Attachment D: Terms for filing an Administrative Review 3 / LPRA Section 9659

To file an application for administrative review according to 3 L.P.R.A Section 9659, the respondent must fill out and submit this form during the period established in Section 1.3: RFP Schedule of Events. If the form is not received during the period established in Section 1.3: RFP Schedule of Events, the application for review will not be considered.

Please see **Attachment D** for the Terms for filing an Administrative Review Form.

## 11. Attachment E: Proposal Submission Checklist

The check list must be completed and submitted with the proposal.

Please see **Attachment E** for the Proposal Submission Checklist.

## Appendices

### Appendix 1: Estimates of Puerto Rico Providers

The information provided below is meant to assist vendors in their calculations of cost and effort. The following table provides estimates of various types of health care providers in Puerto Rico by provider type as of 2023:

**Estimates of Puerto Rico Providers by Provider Type**

Type	Estimated Number
Hospitals	54
Primary Health Centers/ FQHCs	467
Independent Physicians	8,442
VA Facilities	8 clinics* (information as of May 2021).
Physician Assistants	17
Nurse	51,407 nurses
Dentists	1,114
Pharmacies	1,162
Ambulatory Care Providers	29
LTC and Home- and Community-Based Services (HCBS) Providers	Unknown; estimate 6 Skilled Nursing Facilities (Medicare)* (information as of May 2021).
Behavioral Health Providers	1,635

\*Information provided by "PRMP Ad Hoc Data Request Form - MMIS Provider Data Revised V12-8-11-23".

The following table provides detail on the number of Medicaid enrolled providers by provider type as of August 2023:

**Count of Medicaid Enrolled Approved Providers by Provider Type as of August 2023**

Provider Type	Count
<b>Allied Health Professionals</b> (audiologists, chiropractors, nutritionists, optometrists, occupational, physical and speech therapists)	1,663
<b>Ambulance and Non-Emergency Medical Transport</b>	274
<b>Dentists</b>	1,114
<b>Durable Medical Equipment, Prosthetics and Orthotics</b>	77
<b>Home Health and Hospice</b>	87
<b>Hospital</b>	54
<b>Laboratory and Imaging</b>	980
<b>Mental Health Providers</b>	1,635
<b>Pharmacy</b>	1,162
<b>Physicians, midwives, and physician assistants</b>	8,460
<b>Primary/Outpatient Care</b> (FQHCs, clinics, family planning, urgent care, multidisciplinary groups, vaccination centers)	467
<b>Skilled Nursing and Rehabilitation Facilities</b>	7
<b>Specialty Centers</b> (ambulatory surgery, diagnosis and treatment, dialysis, infusion, wound care)	183
<b>Groups of Corporations</b>	2,605
<b>Rehabilitation facilities</b> (inpatient & outpatient)	11
<b>Added value services</b>	224
<b>Grand Total</b>	19,003

\*Information provided by "PRMP Ad Hoc Data Request Form - MMIS Provider Data Revised V12-8-11-23".

## Appendix 2: SLAs, Performance Standards, and Contract Remedies

ID	SLA Subject Areas	Performance Standards	Contract Remedies
1.	<b>Deliverables</b>	Due dates for acceptance of deliverables will be agreed upon by PRMP and the vendor and finalized in the vendor's work plan once formally approved by PRMP. The dates for completion of these deliverables will be used as checkpoints for performance monitoring and vendor payments. The vendor's status reports will provide information on progress toward meeting these deliverable dates.	PRMP shall assess up to \$100 per calendar day per deliverable from the agreed-upon deliverable acceptance date until the date each deliverable receives acceptance from PRMP.
2.	<b>Turnover</b>	Per this RFP's Deliverables Dictionary, the Turnover and Closeout Management Plan defines the vendor's responsibilities related to turnover. Turnover will not be considered complete until the Turnover and Closeout Management Plan and its associated deliverables are accepted by PRMP.	PRMP shall assess up to \$500 per calendar day for each day after the due date that an acceptable Turnover and Closeout Management Plan is not submitted. PRMP shall assess up to \$500 per calendar day for each day after 30 calendar days from the date of the turnover of operations that the



ID	SLA Subject Areas	Performance Standards	Contract Remedies
			Turnover Results Report is not submitted.
3.	<b>Turnover Documentation</b>	<p>The vendor must provide to PRMP or its designee, within seven (7) business days of notice of termination the following information:</p> <ul style="list-style-type: none"> <li>• Copies of all subcontracts and third-party contracts executed in connection with the services included in this contract.</li> <li>• A list of services provided by subcontractors, including the names and contact information for the subcontractors.</li> <li>• Other documentation as defined by PRMP.</li> </ul>	PRMP shall assess up to \$500 for each calendar day beyond the seven (7) business days that all required materials are not delivered by the vendor.
4.	<b>Email Triage and Acknowledgment</b>	<p>The vendor must triage all inquiries received from PRMP-approved email addresses. All emails received must be acknowledged within twenty-four (24) hours of receipt and resolved within three (3) business days unless otherwise approved by PRMP.</p> <p>The vendor must forward to the designated PRMP staff within one (1)</p>	<p>\$100 per occurrence of an email not being acknowledged within twenty-four (24) hours.</p> <p>\$100 per occurrence of an email resolution not received within three (3) business days.</p> <p>\$100 per occurrence of any emails forwarded to outside the response</p>

ID	SLA Subject Areas	Performance Standards	Contract Remedies
		<p>calendar day those inquiries that are either:</p> <ol style="list-style-type: none"> <li>1. Determined to be outside the response scope for the vendor.</li> <li>2. Should be handled by PRMP staff.</li> </ol> <p><b>Compliance and Calculation:</b></p> <ul style="list-style-type: none"> <li>• Acknowledge all emails received within twenty-four (24) hours and resolve all emails within three (3) business days.</li> <li>• Forward to PRMP staff within one (1) calendar day emails that are determined to be outside of the vendor's response scope.</li> </ul>	scope of the vendor within one (1) calendar day.
5.	<b>Key Staff</b>	During the entire duration of the contract, key staff commitments made by the vendor must not be changed without thirty (30) days prior written notice to PRMP unless due to legally required leave of absence, sickness, death, resignation, or mutually agreed-upon termination of employment of any named individual.	Up to a maximum of \$1,000 per occurrence shall be assessed for each key staff person proposed who is changed without proper notice and approved by PRMP for reasons other than legally required leave of absence, sickness, death, or termination of employment.

ID	SLA Subject Areas	Performance Standards	Contract Remedies
6.	<b>Key Staff Replacement</b>	The vendor will replace key staff in a timely fashion. Replacement of key staff will take place within thirty (30) calendar days of removal unless a longer period is approved by PRMP's authorized representative.	PRMP shall assess up to \$200 per business day for each business day after the initial thirty (30) calendar days allowed in which an acceptable replacement for that key staff position is not provided.
7.	<b>Meeting Agendas</b>	The vendor will prepare agendas and distribute each agenda and any documents to be addressed at the meeting at least one (1) business day before the meeting, unless waived by PRMP.	PRMP shall assess up to \$200 per calendar day for each day an acceptable meeting agenda is not timely received.
8.	<b>Meeting Minutes</b>	The vendor will publish meeting minutes it attends no later than two (2) business days after the meeting, unless waived by PRMP.	PRMP shall assess up to \$200 per calendar day for each day acceptable meeting minutes are not timely received.
9.	<b>Weekly Project Status Reports</b>	The vendor must provide weekly reports identifying the current status and health of the HIT activities, including any project risks and/or issues.	PRMP shall assess up to \$100 per calendar day for each day an acceptable weekly report is not timely received. If the report is received on time but the information reported is inaccurate or incomplete, PRMP shall assess up to \$100 per

ID	SLA Subject Areas	Performance Standards	Contract Remedies
			day until an acceptable report is received.
10.	<b>Project Schedule</b>	The Project Schedule should be updated bi-weekly and delivered to the PMO. Submitted with each Project Schedule should be a document that details the changes made to the Project Schedule since the prior submitted version.	PRMP shall assess up to \$100 per calendar day for each day an acceptable Project Schedule report is not timely received. If the report is received on time but the information reported is inaccurate or incomplete, PRMP shall assess up to \$100 per day until an acceptable report is received.
11.	<b>Monthly status report</b>	The vendor must provide monthly reports identifying the current status and health of the HIT activities, including any project risks and/or issues.	PRMP shall assess up to \$100 per calendar day for each day an acceptable monthly report is not timely received. If the report is received on time but the information reported is inaccurate or incomplete, PRMP shall assess up to \$100 per day until an acceptable report is received.

### Appendix 3: Proforma Contract Draft

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

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

**PROFESSIONAL SERVICES CONTRACT FOR THE PUERTO RICO MEDICAID PROGRAM  
FOR THE PROVISION OF MEDICAID TALENT RESOURCING SERVICES**

**APPEARING**

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

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

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

**WITNESSETH**

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

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

**CLAUSES AND CONDITIONS**

**1. SERVICES:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**5. RESOURCES TO PAY FOR THE SERVICES:** The services provided under this contract will be paid from \_\_\_\_\_, account number: \_\_\_\_\_

**6. INDEPENDENT CONTRACTOR:** **BOTH PARTIES** freely and voluntarily agree that under the terms of this agreement, no employer/employee relationship will be established and that the **SECOND PARTY** will act and render services as an independent contractor and further convene not to claim the **FIRST PARTY** for vacation or sick leave, retirement benefits, Christmas bonus, or for professional responsibility insurance policy. Nevertheless, the **FIRST PARTY** will make all discounts and allocations for Federal Social Security required by the Federal Internal Revenue Service Office, but **BOTH PARTIES** accept and acknowledge that with these discounts and allocations, no employer/employee relationship is established between the parties.

The **FIRST PARTY** may withhold from payment due to the **SECOND PARTY** for services rendered up to the 10% provided by act no. 257 of the year 2018 to amend section 1062.3 of the Internal Revenue Code (2011), as amended, in accordance with the regulations approved by the Secretary

of the Treasury. In the case of partial relief provided in section (g) of section 1062.03 of the Code, the amendments introduced by act 257-2018 establish that the applicable retention shall be 6%.

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

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

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

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

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

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

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



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

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

**13. RESOLUTION AND TERMINATION:**

**General Terms**

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

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

The insufficiency of funds shall be just cause for the immediate termination or modification of the Compensation Clause of this contract. In the case of a modification of the Compensation Clause, the Services to be provided by the **SECOND PARTY** will be adjusted accordingly. However, in the case of an immediate termination for insufficiency of funds, reimbursement of wind-down costs (such costs are subject to the **FIRST PARTY'S** approval) incurred by the **SECOND PARTY** as detailed in **Appendix A** shall be payable.

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

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

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

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

#### **Termination Assistance**

Within six (6) months of the end of the final term of this Contract, or upon notice of termination of the Contract, whichever is shorter, and without respect to either the cause or time of such termination, the **SECOND PARTY** will take all necessary measures to facilitate an uninterrupted transition to a

successor, to the extent required by the **FIRST PARTY** based on the Transition Services detailed in Section C. The **SECOND PARTY** will, at any time during the six (6) months preceding contract termination, provide such information about the System under this maintenance and operations contract as will be required by the **FIRST PARTY** and/or the successor for purposes of planning the transition. In addition, the **SECOND PARTY** will within seven (7) calendar days provide historical records to the **FIRST PARTY** in a form acceptable to the **FIRST PARTY** for the preceding years during which the **SECOND PARTY** was under contract with the **FIRST PARTY**, and any other information necessary for a seamless transition.

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

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

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

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

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

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

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

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 information.

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 six (6) months preceding contract termination or upon request. Turnover must be smooth, timely, and without adverse impact on Providers, beneficiaries and users. The **SECOND PARTY** shall provide a Turnover Results Report that documents completion and results of each step of the Turnover and Closeout Management Plan.

### **14. MONETARY INTEREST:**

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

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

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

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

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

**15. INTERPRETATION:** This contract will always be subject to the Laws and Regulations of the Commonwealth of Puerto Rico and will be interpreted accordingly. If any of the clauses, paragraphs, sentences, words or parts of this contract is declared invalid or unconstitutional by a court of law, the remaining provisions, paragraphs, sentences, words or parts of this contract shall continue in effect to ensure the intent of the contracting parties, which may be interpreted in accordance with

the applicable provisions of the Civil Code of Puerto Rico and the laws governing the contracting parties with the Commonwealth of Puerto Rico.

**16. FORMER GOVERNMENT EMPLOYEES:**

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

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

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

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

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

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

**17. CRIMES AGAINST THE PUBLIC TREASURY:**

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

The **SECOND PARTY** acknowledges its obligation to inform, on a continuous basis and while this contract is on effect, of any circumstance related with the status of an ongoing investigation based

on a commission of a crime against the public treasury, the public faith and duty, against government execution or that involves public property or funds, whether state or federal.

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

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

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

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

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

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

**21. INSURANCE POLICIES:**

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

1. Commercial General Insurance with limits non less than \$xxx.
2. Commercial Auto Liability with limits non less than \$xxx and the following forms: Non-Owned Autos, Hired Autos.
3. Professional Liability Insurance with limits non less than \$xxx.

The policies must have the following endorsements:

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

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

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

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

**23. INCOME TAX CERTIFICATION:**

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

**OR**

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

**OR**

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

**AND**

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

contract.

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

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

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

#### **24. CERTIFICATION OF SALES AND USE TAX - SUT:**

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

**OR**

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

**OR**

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

**OR**

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

**AND**



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

It is expressly acknowledged that the aforementioned certification is an essential condition of this contract, and if it is not accurate at all, or in part, it shall be sufficient cause for the **FIRST PARTY** to

terminate the contract and the **SECOND PARTY** shall have to refund to the **FIRST PARTY** any sum of money received under this contract.

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

\_\_\_\_\_ Unemployment Insurance

\_\_\_\_\_ Temporary Disability

\_\_\_\_\_ Chauffeur's Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Cell phones

ii. Portable computers (when their use is outside of the **FIRST PARTY'S** premises and/or the device does not have encryption capabilities, acceptable to the **FIRST PARTY**) or any other portable electronic device

iii. Flash drives

iv. Portable discs

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

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

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

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

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

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

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

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

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

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

**35. SUBCONTRACTING:**

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

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

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

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

**37. OTHER PROVISIONS:**

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

**38. ULTRAVIRES: IN ACCORDANCE WITH THE RULES OF LAW AND THE STANDARDS THAT GOVERN THE CONTRACTING OF SERVICES, THE PERSONS APPEARING FOR THIS**

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

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

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

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

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

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

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

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

The **SECOND PARTY** acknowledges and accepts that if any of the information provided to the **FOMB** is not complete, precise and correct, will render this Contract null and void and the **SECOND**



**PARTY** will have the obligation to reimburse immediately to the **FIRST PARTY** any amount, payment or benefit received under this Contract.

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

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

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

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

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

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

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

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

\_\_\_\_\_  
**SECOND PARTY**

\_\_\_\_\_  
**FIRST PARTY**

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

CERTIFICATION

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