

**2024-000039**

**GOVERNMENT OF PUERTO RICO  
PUERTO RICO HEALTH INSURANCE ADMINISTRATION (ASES)  
SAN JUAN, PUERTO RICO**

**PROFESSIONAL SERVICE AGREEMENT**

This Agreement for Professional Services (this "Agreement") is made and entered into by and between the Puerto Rico Health Insurance Administration, a public corporation of the Government of Puerto Rico created by Act Number 72 of September 7, 1993, as amended, (hereinafter referred to as "ASES" by its Spanish acronym), represented by its Sub Director, Roxanna Rosario Serrano of legal age, single and resident of San Juan Puerto Rico; and **Truenorth Corporation, Inc.**, a corporation organized and authorized to do business under the laws of the Commonwealth of Puerto Rico (hereinafter referred to as "**SECOND PARTY**"), represented by Marcos Fabian Fejgielman Szenfain, Subtreasurer, of legal age, married, and resident of Guaynabo, Puerto Rico, and authorized, authorized to appear herein by a Certificate of the Professional Services Providers Registry (RUP, by its Spanish acronym), number **202322946** issued by de Puerto Rico's General Services Administration (ASG by its Spanish acronym).

**WHEREAS, ASES**, by virtue of the powers conferred to it under Act 72 of September 7, 1993, as amended, has the authority to engage professional, technical and consulting services that are necessary and convenient to effect the activities, programs and operations of **ASES**.

**THEREFORE, ASES and SECOND PARTY** (collectively referred to as **THE PARTIES**) enter into this Agreement under the following:

**TERMS AND CONDITIONS**

1. **ASES** agrees to engage with **the SECOND PARTY** to render professional services in information technology support methodology entitled Stable Point.
2. The services to be provided by **the SECOND PARTY** may encompass the following subjects and objectives, as included in the proposal incorporated as part of this Agreement:
  - A. The scope of the proposal details the IT support that will be provided with an IT Technician Resource. The detail of the services to be provided are below: ASES IT Support (1 resource) Support to ASES's Director in all related IT situations such as:
    - 1) Provide technical support and advice on:
      1. Modifications and enhancements, and management of new projects.
      2. Analysis, design, development, and management of new projects.
      3. Database programming and application programming to ASES IT Staff, as per assigned role; and
      4. Management of servers and database systems in test,

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development, and production environments.

- 2) Communication problems and Desktop problems
- 3) Networking Switches, Routers and Firewall
- 4) Microsoft Related issues for Active Directory, SQL, and others Back Office Servers
- 5) MYSQL DB related issues and administration
- 6) Virtualizes Server Farm
- 7) HP SAN Support
- 8) ASES Backup Strategy Support
- 9) Support for Migration Design if needed.

B. Quarterly reports as part of the transfer of knowledge as established on Section 22 of the Agreement.

C. Any other task related to the capabilities and services of the **SECOND PARTY**, which is delegated to it by ASES or its authorized representative, in accordance with the Proposal.

3. This Agreement will be in effect from the date of its full execution until **June 30, 2024**. Notwithstanding any provision to the contrary in this Agreement, either party shall have the right to terminate this Agreement by providing the other party with thirty (30) days' prior notice by registered mail, return receipt requested, or overnight express mail. This contract shall be subject to annual renewal.

The rights, duties and responsibilities of **ASES** and **THE SECOND PARTY** shall continue in full force and effect during the applicable notice period. **ASES**, however, shall be obligated to pay all fees and expenses incurred up to the effective date of termination, in accordance with the terms of this Agreement.

4. ASES shall compensate **SECOND PARTY** as follows:

Resource Description	Discounted Rate
Directora/Principal	\$150.00
Senior Project Manager	\$130.00
Project Manager	\$110.00
Business Process Expert	\$90.00
Business Analyst	\$85.00
<b>SOFTWARE DEVELOPMENT</b>	
Application Manager	\$110.00
Senior Software Developer	\$90.00
Software Developer	\$80.00
Database Developer	\$95.00
Data & Reporting Analyst	\$90.00
Software Architect	\$105.00

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IT INFRASTRUCTURE	
IT Manager	\$120.00
IT Architect/DBA	\$110.00
IT Senior Consultant	\$90.00
IT Consultant	\$75.00

5. The maximum amount to be paid to the **SECOND PARTY** during the term of this contract is **forty thousand dollars (\$40,000.00)**. Payments made by **ASES** under the terms of this Agreement shall be paid from the budget item account corresponding to number **131-6340-2024-004**.
6. The **SECOND PARTY** will not perform work, nor invoice services under this contract that exceed the amount available in the contract, unless the corresponding budget item is identified and approved, the contract is amended in writing and such amendment is registered with the Office of the Comptroller of Puerto Rico.
7. As established in in Section 9, the **SECOND PARTY**, as well as the office that administers the contract, will be responsible for monitoring the billable balance of the amount available in the contract. The **SECOND PARTY** must alert prior to the run out of the billable hours, about the need, if any, of amendment for an increase in amount, if necessary, under the same parameters established in Section 5.
8. **SECOND PARTY** shall submit monthly, detailed certified invoices to ASES for services rendered in a month within the first five (5) days of the month following the period involved. If the invoice is not submitted within the first five (5) days of the month following the period involved, payment may be issued within the following month. Each invoice shall include an itemized detail of the services rendered, must be certified as just and correct, and should certify that payment thereof has not been received. An authorized representative of **SECOND PARTY** should issue the certification. The invoice should detail the available balance of the Agreement's budget when submitting the invoice as well as the available balance of the Agreement at the time the invoice is delivered. **SECOND PARTY** is solely responsible of assigning the necessary resources for the delegated cases and matters. The invoices should be presented accompanied with a short summary of the total quantity of the Contract, the invoices sent and the available balance of the Contract which will be formatted as:

Contract Number:

Balance \$ \_\_\_\_\_

Invoice detail xxx	\$ _____
Invoice xxx	\$ _____
Invoice xxx	\$ _____
Current invoice xxx	\$ _____

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 BALANCE DE LA fecha de esta invoice \$ \_\_\_\_\_

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Each invoice must identify and detail the budget item for federal projects that will be billed with federal funds, as applicable. Those invoices must detail services by federal programs with a total for each project and the total billing. For example:

Example: Invoice for the federal program MMIS.

Example: Invoice for the federal program HITIMPLEMENTATION.

Example: ASES regular invoice.

9. **SECOND PARTY** shall submit all invoices in duplicate form. **ASES** will review the invoices and will proceed with proper payment if they are adequate. **ASES** will administer the payment by means of an electronic transfer. **ASES** reserves the right to review all the invoices and perform all necessary audits. The invoice shall include the following certification in Spanish:

*Certifico bajo pena de nulidad absoluta que ningún servidor público del Departamento de Salud ni de la Administración de Seguros de Salud de Puerto Rico es parte o tiene algún interés en las ganancias o beneficios pecuniarios (en conjunto, "las Ganancias") producto del contrato objeto de esta factura; si fuera parte o tiene algún interés en las Ganancias, ha mediado una dispensa previa. La única consideración para suministrar los servicios objeto del contrato ha sido el pago acordado con el representante autorizado de las agencias. Certifico que el contenido de esta factura es justo y correcto y los servicios no han sido pagados.*

10. All invoices shall be signed and mailed or physically delivered to the attention of:

POSTAL ADDRESS

Roxanna Rosario Serrano  
Sub Director  
Administración de Seguros de Salud  
P.O. Box 195661  
San Juan, PR 00919-5661

PHYSICAL ADDRESS

Roxanna Rosario Serrano  
Sub Director  
Administración de Seguros de Salud  
1549 Calle Alda  
Urb. Caribe  
San Juan, PR 00926-2712

11. If **THE SECOND PARTY** does not comply with the above requirements in the submission of the invoices, it will waive its right to payment for services rendered.

12. **ASES** will review the invoice and will make proper payment, subject to any audits or requests for additional information that **ASES** may need to do, at its sole discretion, to substantiate expenses incurred. The **ASES** reserves the right to review all invoices and perform all necessary audits solely to substantiate expenses incurred.

13. Each of the exhibits (interchangeable appendix) attached hereto is expressly incorporated herein and made a part of this Contract, and all references to this Contract shall include the exhibits hereto. In the event of any inconsistency between this Contract and the exhibits attached hereto, this Contract shall govern.

14. **ASES**, its designees or the Controller's Office, shall have the right during the term of this Agreement or up to five (5) years after the term, to review and audit **THE**

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**SECOND PARTY's** records relating to **THE SECOND PARTY's** services under this Agreement.

15. **THE SECOND PARTY** will not receive any payment for services rendered under this Agreement until the Agreement has been registered at the Office of the Comptroller of the Government of Puerto Rico, as required by Act Number 18 of October 30, 1975, as amended.

16. ASES, its designees or the Controller's Office, shall have the right during the term of this Agreement or up to five (5) years after the term, to review and audit **SECOND PARTY's** records relating to **SECOND PARTY's** services under this Agreement.

17. Neither this Agreement, nor the services to be provided hereunder, may be assigned or subcontracted without the written approval of **ASES**. The request to contract a third party must specify the matters in which he/she will intervene and must be submitted in writing. This request must: (1) be submitted in writing, (2) identify the Subcontractor, (3) specify the tasks in which the Subcontractor will intervene, and (4) disclose the remuneration that the Subcontractor will receive for the work carried out, and the profit margin, if any, that **THE SECOND PARTY** will have in relation to the subcontractor's paid fees. If the Subcontractor is to dedicate 25% or more of its time to the tasks assigned in the contract between **ASES** and **THE SECOND PARTY**, the Subcontractor must submit all the documents and certifications required from **THE SECOND PARTY** for the government contracting. See Circular Letter No. 1300-16-16 of the Puerto Rico Treasury Department.

**THE SECOND PARTY** will be responsible for providing these documents and certifications from the Subcontractor to **ASES** when requesting authorization from **ASES** for the subcontract. The delegation of services without the mentioned authorization will be sufficient cause to terminate this contract. Failure to comply with this clause will hold you responsible for any damages or losses that may be caused to **ASES**, whether directly or indirectly. In any subcontract executed by the **SECOND PARTY** said **PARTY** shall ensure that the Subcontractor understands, acknowledges and agrees to comply with the terms and conditions set forth in this Contract, whenever applicable, that includes but is not limited to, intellectual property, data and information, knowledge transfer requirements; **ASES's** right of inspection and audit; the government agencies' right to inspection and audit; confidentiality and privacy policies, among others.

18. **THE SECOND PARTY** acknowledges the proprietary and confidential nature of all internal, non-public, information systems, financial, and business information relating to the **ASES**, the Government of the Commonwealth of Puerto Rico, its agencies, corporations, and municipalities and their personnel. **THE SECOND PARTY**

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and its employees shall keep in confidence all such information and shall not make public or disclose any of said materials, except as necessary to perform its services, without the previous written consent of **ASES**. **THE SECOND PARTY** will ensure that any authorized subcontractor or expert is subject to this confidentiality obligation. The restriction on confidentiality shall not apply to information that **THE SECOND PARTY** must disclose by law or legal process, (ii) is either already in the public domain or enters the public domain through no fault of **THE SECOND PARTY**, (iii) is available to **THE SECOND PARTY** from a third party who, to **THE SECOND PARTY's** knowledge, is not under any non-disclosure obligation to **ASES**, or (iv) is independently developed by or for **THE SECOND PARTY** without reference to any confidential information of **ASES**.

19. **THE SECOND PARTY** shall furnish **ASES** with reports, analysis or other such materials as **ASES** may reasonably request, which, to the extent prepared by **THE SECOND PARTY** specifically and exclusively for **ASES** shall at all-time be the property of **ASES**, subject to **THE SECOND PARTY'S** reservation of rights in and to the **THE SECOND PARTY** Tools and the prohibitions on distribution of **THE SECOND PARTY** work product to third parties in this Agreement. The Parties will sign a mutually agreed Business Associate Agreement.

20. Subject to **THE SECOND PARTY'S** reservation of rights in and to the **THE SECOND PARTY** Tools and the prohibitions on distribution of **THE SECOND PARTY** work product to third parties in this Agreement, all Information created from data, documents, messages (verbal or electronic), reports, or meetings involving or arising out of or in connection with this Agreement is property of **ASES** (hereinafter referred to as "**ASES** Data and Information"). Hence, all the documents related to the Agreement will be subject to evaluation and audits, and shall be made available, within a reasonable period of time and without modifications, for evaluation by **ASES's** personnel or their authorized representatives. Additionally, **ASES** will have the right to copy all the documents requested, at no cost.

In the same way, all documents related and produced as a result of this Agreement, including but not limited to: policies, procedures, analysis, protocols, and communications, must be made available and filed with **ASES's** representatives, without changes to their original format (no PDF), whenever requested. In the event that **ASES** request copies of these, the Contractor shall deliver them without alterations and/or omissions. **THE SECOND PARTY** shall not refuse, and if so, it will constitute an obstruction to the efforts of **ASES's** auditors and a breach of Contract subject to penalties and sanctions.

21. No deliverable, report, data, procedure or system created by **THE SECOND PARTY** for **ASES** that is necessary to fulfilling **THE SECOND PARTY's** responsibilities under



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the Agreement, as determined by ASES, shall be considered proprietary of **THE SECOND PARTY**.

22. **THE SECOND PARTY** shall make all data and information available to **ASES** or its authorized representatives, which will also provide the data to CMS or other pertinent government agencies and authorities upon request. **THE SECOND PARTY** is expressly prohibited from sharing, distributing, disseminating, or publishing **ASES'** data and information without the express prior written consent of **ASES**. In the event of a dispute regarding what is or is not **ASES'** data and information, **ASES's** decision on this matter shall be final and not subject to appeal.

23. **THE SECOND PARTY** is required to perform transfers of knowledge on a continuous basis with **ASES** personnel. **THE SECOND PARTY will be responsible of delivering reports regarding current work and completed work to the area that administers this agreement, quarterly since the signature of the agreement and on or before the date the of the last payment made under this contract, or within the first ten (10) days from the date of termination, whichever first** from the date of termination, **THE SECOND PARTY** must have completed a transfer of knowledge that will guarantee an orderly continuity of services and labor, including source codes for programs, manuals, instructions and any other materials required to provide continuity and ensure that **ASES** personnel knows and understands completed and uncompleted tasks, as well as the status and items pending to complete unfinished tasks. **THE SECOND PARTY** acknowledges and agrees that **ASES** will not paid the final invoice until **THE SECOND PARTY** completes the said transfer of knowledge in writing and in any other format as may be requested by **ASES**.

24. **THE SECOND PARTY** shall submit in writing any user manuals, operating manuals, maintenance manuals and/or training manuals for software or other information system programs developed for **ASES**.

25. To the extent applicable to this Agreement, this Section describes the intellectual property ownership requirements that **THE SECOND PARTY** shall meet:

**ASES** shall have all ownership rights, not superseded by other licensing restrictions, in all materials, programs, procedures, etc., designed, purchased, or developed by **THE SECOND PARTY** and funded by **ASES**. **THE SECOND PARTY** shall use Agreement funds to develop all necessary materials, programs, products, procedures, etc., and data and software to fulfill its obligations under the Agreement. The **ASES** funding used in the development of these materials, programs, procedures, etc. shall be documented by **THE SECOND PARTY**. **ASES** shall have all ownership rights in data and software, or modifications thereof and associated documentation and procedures designed and developed to produce any systems, programs report and documentation and all other work products or documents created under the Contract. **ASES** shall have these ownership rights, regardless of whether the work product was developed by **THE SECOND PARTY**

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or any Subcontractor for work product created in the performance of this Contract. **ASES** reserves, on behalf of itself, the U.S. Department of Health and Human Services and its contractors, a royalty-free, non-exclusive and irrevocable license to produce, publish or otherwise use such software, modifications, documentation and procedures. Such data and software includes, but is not limited to, the following:

- a. All computer software and programs, which have been designed or developed for **ASES**, or acquired by **THE SECOND PARTY** on behalf of **ASES**, which are used in performance of the Agreement.
- b. All internal system software and programs developed by **THE SECOND PARTY** or subcontractor, including all source codes, which result from the performance of the Agreement; excluding commercial software packages purchased under the Contractor's own license.
- c. All necessary data files.
- d. User and operation manuals and other documentation.
- e. System and program documentation in the form specified by **ASES**.
- f. Training materials developed for **ASES's** staff, agents or designated representatives in the operation and maintenance of this software.

26. To the extent applicable, **ASES** acknowledges that before executing this Agreement and contemplating the same, **THE SECOND PARTY** may have developed and designed certain programs and systems such as standard operating procedures, programs, business plans, policies and procedures, which **ASES** acknowledges are the exclusive property of **THE SECOND PARTY**, as long as those programs or systems have not been developed or designed for **ASES**. Nevertheless, in case of for cause termination, **ASES** is hereby authorized to use to the extent allowable by any applicable commercial software and hardware licensing that exists at that moment or with which agreement can be reached at that moment with the vendor to modify such licensing to permit its use by **ASES**. This shall be at no cost to **ASES** and such properties for a period of one hundred and twenty (120) Calendar Days to effect an orderly transition to any new contractor or service provider. In any cases where the use of such systems from an operational perspective would also influence other lines of **THE SECOND PARTY's** business or where licensing restrictions cannot be remedied, **THE SECOND PARTY** shall operate such systems on behalf of **ASES**. Such operation by **THE SECOND PARTY** on behalf of **ASES** can occur at **ASES'** discretion under the full supervision of their employees or appointed third party personnel. Under such a scenario, **ASES'** access to Data will be restricted through the most efficient means possible to **THE SECOND PARTY's** Data segment.

27. **THE SECOND PARTY** shall not deny access to **ASES's** Data under any case or circumstances, nor retain **ASES's** Data while controversies between **ASES** and **THE SECOND PARTY** are resolved and finally adjudicated. **THE SECOND PARTY** may, in

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accordance with legal disaster recovery and records retention requirements, store copies of ASES data in an archival format (e.g. tape backups), which may not be returned or destroyed upon request. Such archival copies are subject to confidentiality obligations as may be set forth in this Agreement.

28. **THE SECOND PARTY** acknowledges the Health Insurance Portability and Accountability Act of 1996 (better known as HIPAA), and that its privacy and security rules require any entity covered by said legislation to train its workforce in their provisions on privacy, confidentiality and security of protected information, as defined in the Act and its regulations. The Act requires the covered entity to set policies and procedures relating to privacy, confidentiality, creation, management, transmission, and access of protected information, and to train its workforce in such policies and procedures. **THE SECOND PARTY** acknowledges that it is subject to compliance with the policies and procedures of HIPAA and **ASES's** procedures established for compliance with HIPAA and its regulations. Hence, **THE SECOND PARTY** must comply with all terms and policies of the HIPAA and must follow all standards for the handling of protected information. **THE SECOND PARTY** should ask all employees, subcontractors or agents to abide by the restrictions and conditions that apply to them in the management of protected information. **THE SECOND PARTY** certifies that it meets the standards set out on HIPAA and its regulations, as well as on any other state law that protects the privacy, confidentiality and security of information. **ASES** reserves the right to cancel this contract if **THE SECOND PARTY** does not comply with this section of the Agreement, the HIPAA, its regulations, and any state law or regulation regarding privacy, confidentiality and security of information.

The parties agree to sign a Business Associate Agreement.

29. **THE SECOND PARTY** should report immediately to **ASES** any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of any protected information immediately as **THE SECOND PARTY** becomes aware of the event. The report shall be made in writing and delivered to the Executive Director of **ASES**, including the following:

- One or two sentence description of the event;
- Description of the roles of the people involved in the event (e.g., employees, participant users, service Providers, unauthorized persons, etc.)
- The type of Data / Information as well as Personal Health Information that was breached;
- Enrollees likely impacted by the event;
- Number of individuals or records impacted/estimated to be impacted by the event;
- Actions taken by **THE SECOND PARTY** to mitigate the event;
- Current status of the event (under investigation or resolved);

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- Corrective action taken and steps planned to be taken to prevent a similar event.

THE SECOND PARTY shall have a duty to supplement the information contained in the notification as it becomes available and to cooperate with **ASES**. The notification required by this Section shall not include any PHI.

30. **THE SECOND PARTY** agrees to indemnify and hold harmless **ASES** and/or the Government of Puerto Rico from all claims, suits, actions, liabilities, and reasonable attorney and defense costs, resulting from **THE SECOND PARTY's** negligent or willful misconduct in the execution of this Agreement.

31. **THE SECOND PARTY** acknowledges that in executing its professional services pursuant to this Agreement it has the obligation to exhibit complete loyalty toward **ASES**, including having no adverse interests with private or government entities or persons. Adverse interests include representing or servicing clients who have or may have interests that are contrary to **ASES**. This duty includes the continued obligation to disclose to **ASES** all circumstances of its relations with clients and third persons, and any interest that could influence **THE SECOND PARTY** while this Agreement is in effect.

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**THE SECOND PARTY** represents conflicting interests when, on behalf of one client it must support that which is its duty to oppose to comply with its obligations with another client. **THE SECOND PARTY** also represents conflicting interests when its conduct is described as such in the standards of ethics applicable to its profession, or in Puerto Rico's laws and regulations.

The conduct herein described by one of **THE SECOND PARTY's** directors, officers or employees shall constitute a violation of this prohibition. **THE SECOND PARTY** shall avoid even the appearance of the existence of a conflict of interest.

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**THE SECOND PARTY** acknowledges the power of the Executive Director or its representative to oversee the enforcement of the prohibitions herein established.

32. **Termination:**

- A. This Agreement may be terminated by **ASES** for any reason and at any time upon thirty (30) days or less, depending of the contracted services, written notice to **THE SECOND PARTY**.

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Furthermore, **THE SECOND PARTY's** failure to comply with its duties and responsibilities and to perform the services set forth herein, or its negligence or unlawful behavior in the execution of the Agreement, shall constitute a breach of the Agreement by **THE SECOND PARTY** that entitles **ASES** to terminate this

Agreement immediately without prior notice. **ASES** may also terminate this Agreement immediately without prior notice if probable cause for arrest is found or a judgment for conviction is entered against **THE SECOND PARTY** or any of its officers, employees, or subcontractors authorized by **ASES** under this Agreement, for any crime against the treasury, public faith, or for crimes involving public funds or property, either of state or federal origin; or if an extraordinary fiscal situation arises that justifies an immediate budget cut.

- C. It is expressly agreed that **THE SECOND PARTY** will conclude any pending work at the time of cancellation of the contract, as required by **ASES**. **ASES** will not be obliged to pay additional compensation to the agreed under this contract. **THE SECOND PARTY** will not be entitled to any additional compensation except the already billed until that date. **THE SECOND PARTY** expressly acknowledges that in the eventuality of not existing or allocating funds for the payment of the contracted services, the contract will be terminated with no other right than to collect what has already been worked.
- D. It is noted that if **THE SECOND PARTY or any of its officials** is part of the Registry of Convicted Persons for Corruption and Related Offenses "Registro de Personas convictas por Corrupción y Delitos Relacionados", this Contract will be null and the funds paid will have to be returned to **ASES**.
- E. In accordance with Guide #16 of Circular Letter No. 93-11 of October 25, 2011, issued by the Office of Management and Budget of the Government of Puerto Rico, all contracts that are: (a) awarded in an electoral year; (b) paid with resources of funds allocated by the Legislature; and (c) have a contract term extending beyond December 31, 2020, may be rescinded at any time after December 31, 2020 by the new officials appointed during the new four-year administration period.

**33. Conflict of Interest:**

- A. **THE SECOND PARTY** certifies that neither it, nor any of its employees or officers, has an interest in this agreement that may interfere with their official duties as employees of any agency, instrumentality, public corporation or municipality of the Government of Puerto Rico.
- B. **THE SECOND PARTY** certifies that at the time of the execution of this Agreement, it does not have nor does it represent anyone who has interests that are in conflict with those of the Government of Puerto Rico, or any of its agencies or municipalities, or **ASES**. If such conflicting interests arise after the execution of this Agreement, **THE SECOND PARTY** shall notify **ASES** immediately.
- C. **THE SECOND PARTY** certifies that it does not have other contracts with government agencies, public corporations, or municipalities. **THE SECOND PARTY** will disclose by written communication to **ASES** with which government agencies, public corporations or municipalities it enters into contract with.

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**34. Subcontractors:**

**A. ASES and THE SECOND PARTY** agree that **THE SECOND PARTY'S** status hereunder, and the status of any agents, employees and subcontractors or experts engaged by **THE SECOND PARTY** shall be that of an independent contractor only and not that of an employee or agent or **ASES**. **THE SECOND PARTY** recognizes that it shall not be entitled to employment benefits such as vacations, sick leave, retirement benefits and others because of its condition as an independent contractor. **THE SECOND PARTY** shall not have any power or right to enter into agreements on behalf of **ASES**.

**35. Certifications:**

**A. By virtue of Act 73-2019 from the Puerto Rico General Services Administration (ASG by its Spanish acronym) THE SECOND PARTY** certifies the submission of the *CERTIFICACIÓN ÚNICA DEL REGISTRO DE PROVEEDORES DE SERVICIOS PROFESIONALES (RUP)* emitted by ASG. It is expressly acknowledged that this certification is an essential condition of this Agreement. With the RUP certification **THE SECOND PARTY:**

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- i. Certifies and guarantees that as of the date of execution of this Agreement and to the best of its knowledge, it has not been convicted and none of its shareholders, employees, officers, or agents have been convicted, have probable cause, and that it has no knowledge that any of the foregoing is subject of any investigation, in connection with a civil or criminal procedure in state or federal court for criminal charges related to the public treasury, the public trust, a public function, or a fault that involves public funds or property including **THE SECOND PARTY** its subsidiaries and/or a parent company. If the previously submitted certification to ASG is not correct in its entirety or in any of its parts, it shall constitute sufficient cause for **ASES** to terminate this Agreement immediately, without prior notice. If the status of **THE SECOND PARTY** with regards to the charges previously mentioned should change at any time during the term of the Agreement, it shall notify **ASES** promptly. The failure to comply with this responsibility constitutes a violation of this Section and shall result in the remedies mentioned previously.
  - ii. Certifies that at the time of execution of this Agreement it is not engaged in or is a party to any lawsuit against the Government of Puerto Rico, or any of its instrumentalities, agencies or municipalities.
  - iii. Certifies that as of the date of execution of this Agreement and during the past five (5) years, it has not been required to file Puerto Rico tax returns, and Social Security tax returns with the U.S. Government as required by applicable law. **THE SECOND PARTY** has submitted a Negative Certification of Debt from the Treasury Department of the

  
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Government of Puerto Rico.

1. It is expressly acknowledged that this is an essential condition of this Agreement, and if this certification is incorrect, **ASES** shall terminate this Agreement immediately and **THE SECOND PARTY** will have to reimburse **ASES**.
2. By the end of this Agreement, **THE SECOND PARTY** will present an updated Certification of Debt. **THE SECOND PARTY** acknowledges that the last payment owed under this Agreement will be disbursed if such Certification of Debt is negative and no money is owed to the Treasury Department of the Government of Puerto Rico. If by the end of this Agreement there is an outstanding balance owed that cannot be cleared by the Treasury Department, **THE SECOND PARTY** agrees to cancel the amount through retention from last payment.
3. For purposes of this Agreement, tax debt shall mean any debt that **THE SECOND PARTY** or any of its officials or other parties which **ASES** authorizes **THE SECOND PARTY** to subcontract, may have with the Government of Puerto Rico for income taxes, excise taxes, real or chattel property taxes, including any special taxes levied, license rights, tax withholdings for payment of salaries and professional services, taxes for payment of interests, dividends and income to individuals, corporations and non-resident partnerships, for payment of interests, dividends, and other earnings shares to residents, and social security for chauffeurs.
- iv. Has provided ASG with a certificate of existence issued by the Department of State of the Government of Puerto Rico and a corporate resolution where **THE SECOND PARTY** expressly authorizes the undersigned to execute this Agreement on behalf of the corporation, if applicable. It is expressly acknowledged that these are essential conditions of this Agreement, and if these certifications previously submitted to ASG are incorrect, **ASES** shall terminate this Agreement immediately and **THE SECOND PARTY** will have to reimburse **ASES**.
- v. That as of the execution of this Agreement, it is current on payment of workers' compensation premiums in accordance with applicable law. **THE SECOND PARTY** has provided ASG with a negative certification of debt from the Workers Compensation Corporation of the Government of Puerto Rico, if applicable. It is expressly acknowledged that this is an essential condition of this Agreement, and if the certification previously submitted to ASG is incorrect, **ASES** shall terminate this Agreement

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immediately and **THE SECOND PARTY** will have to reimburse ASES.

vi. Agrees to pay all unemployment insurance premiums due in accordance with applicable law. **THE SECOND PARTY** represents that as of the date of execution of this Agreement, it is current on payment of unemployment insurance premiums due in accordance with applicable law and has submitted to ASES a negative certification of debt from the Department of Labor and Human Service of the Government of Puerto Rico. It is expressly acknowledged that this is an essential condition of this Agreement, and if the certification previously submitted to ASG is incorrect, **ASES** shall terminate this Agreement immediately and **THE SECOND PARTY** will have to reimburse **ASES**.

vii. Warrants that at the time of execution of this Agreement it has no obligation to retain child support payments. **THE SECOND PARTY** has provided ASES with a certificate of no debt from the "*Administración de Sustento de Menores*" ("*ASUME*"). It is expressly acknowledged that this is an essential condition of this Agreement, and if the certification previously submitted to ASG is incorrect, **ASES** shall terminate this Agreement immediately and **THE SECOND PARTY** will have to reimburse ASES.

viii. Represents that as of the date of execution of this Agreement, it is current on payment of property taxes in accordance with applicable law. **THE SECOND PARTY** has provided **ASES** with a negative certification of debt from the "Centro de Ingresos y Recaudación Municipales" of the Government of Puerto Rico. It is expressly acknowledged that this is an essential condition of this Agreement, and if these certification previously submitted to ASG is incorrect, **ASES** shall terminate this Agreement immediately and **THE SECOND PARTY** will have to reimburse **ASES**.

ix. Has provided, as a condition for the execution of this Agreement, the following certifications to ASG:

1. Certification of having filed income tax returns in the past five (5) years from the Treasury Department of Puerto Rico (Model SC-6088)
2. Certification from Puerto Rico's Treasury Department attesting that there is no outstanding debt or, if a debt exists, that it is subject to payment plan (or pending administrative review under applicable law or regulations) (Model SC-6096)
3. Certification from Puerto Rico's Center for the Collection of Municipal Revenues ("*CRIM*" for its Spanish acronym) certifying that there is no outstanding debt in the past five (5) years or, if



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a debt exists, that it is subject to payment plan (or pending administrative review under applicable law or regulations).

4. Certification from Puerto Rico's Department of Labor and Human Resources of compliance with unemployment insurance, temporary disability insurance and/or chauffeur's social security, if applicable.
5. Certification of incorporation from the State Department of Puerto Rico.
6. Certificate of Good Standing
7. Certifications of no outstanding alimony or child support debts, if applicable.
8. Merchant Registry Certification (Model SC 2918)
9. Certification of Sales Tax Return File (IVU for its Spanish acronym) (model SC 2927) and if apply, certification of No Debt of Sales Tax Return.

-  x. It is expressly recognized that the foregoing are material conditions of this Agreement. In the event the above certifications and acknowledgments contained in this clause are not correct, in whole or in part, it shall be sufficient cause for ASES to terminate the Agreement and THE SECOND PARTY shall reimburse ASES any sum of monies received under the same.

36. Both **PARTIES** hereby declare that, to the best of their knowledge, no public officer or employee of the Government of Puerto Rico, its agencies, instrumentalities, public corporations or municipalities or employee of the legislative or judicial branches of the government has any direct or indirect interest in the present Agreement that is not duly recognized by law; that no person requested or accepted gifts, gratuities, favors, services, donations, loans or anything else in return for this Agreement; that no person requested or accepted any goods from **THE SECOND PARTY** as payment for performing the duties and responsibilities of their jobs with **ASES**; and that **THE SECOND PARTY** or its officials has no family relationship, within the fourth degree of consanguinity or second degree of affinity, with any official or employee of **ASES** with the power to influence and participate in public policy decisions of **ASES**.

 37. **THE SECOND PARTY** is an independent contractor and as such shall be responsible of the payment of its income taxes and its individual and employers' withholdings under the applicable tax laws of Puerto Rico or the US Internal Revenue Code. **THE SECOND PARTY** is not entitled to fringe benefits, such as retirement or disability. **ASES** will neither retain, nor discount, any amounts from payments made to **THE SECOND PARTY** for income tax purposes or for Social Security, except those applicable in accordance with the Puerto Rico Internal Revenue Code and its regulations.

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38. **THE SECOND PARTY** will offer professional and consulting services to **ASES**. Therefore, **ASES** will be responsible for the withholding of one point five (1.5) percent of the amounts paid under this Contract and shall forward such withholding to the Treasury Department of the Government of Puerto Rico pursuant to Public Law Number 48- 2013.

A. The Code of Internal Revenue establishes that **ASES** will withhold ten (10) percent from the professional services payment rendered under this Agreement, if it is a foreign corporation under the law of any state, twenty (20) percent of the payment will be withhold and if it is a foreign corporation under the law of other country, it will be withhold twenty-nine (29), percent unless **THE SECOND PARTY** presents to **ASES** a retention waiver from the Treasury Department of the Government of Puerto Rico. The items to defray the subsistence allowance, accommodation or other similar expenses will not be subject to withholding.

39. **THE SECOND PARTY** warrants and agrees that in the provision of services under this Agreement it will not to discriminate on the basis of race, color, gender, origin or social status, age, political or religious beliefs or any other discriminating cause. **THE SECOND PARTY** also acknowledges that under the provisions of Act No. 46 of March 4, 2002 it cannot discriminate against a person for his or her sexual orientation, gender, gender identity, ethnicity, marital status, birth, or for the person's physical or mental impairment.

40. **THE SECOND PARTY** also certifies and warrants that at the moment the execution of this Agreement is in complete compliance with Public Law Number 168 of 2000, as amended, also known as "Ley de Mejoras al Sustento de Personas de Edad Avanzada de Puerto Rico."

41. **THE SECOND PARTY** agrees that in connection with the services provided hereunder, it will comply with all the applicable employment laws and regulations.

42. Documents presented by **THE SECOND PART** that will become part of the Contract:

- A. Certification issued by the ASG as part of the active registry on the *Registro Único de Proveedores de Servicios Profesionales (RUP)*.
- B. Contractor Certification Requirement indicating if any subcontractor will be needed in connection with this Agreement.
- C. HIPAA training evidence, if applies.
- D. Conflict of Interest Certification by virtue of the PR Government Ethics La.
- E. Evidence of active registry on the System for Award Management (SAM).

43. **THE SECOND PARTY** certifies that it has received a copy of and agrees to comply with Act No. 84 of June 18, 2002, as amended, which establishes the Code of Ethics for contractors, suppliers and applicants for economic incentives of the Executive Agencies of the Government of Puerto Rico and the Government Ethics Law, Act No. 12, enacted on July 24, 1985, as amended.

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44. No amendment of this Agreement shall be valid unless in writing and signed by both parties.
45. Unless otherwise provided in this Agreement, any notice to the parties required or permitted hereunder will be deemed to have been duly given as of the date of receipt if in writing and delivered personally, mailed by certified mail, return receipt requested, or sent by overnight delivery by the U.S. Postal Service or other independent carrier, to the following:

**Truenorth Corporation**  
1510 Ave. F.D. Roosevelt, PH 1303  
Guaynabo, Puerto Rico, 00968

**Puerto Rico Health Insurance Administration (ASES)**  
Attn: Roxanna Rosario Serrano, Sub Director  
PO Box 195661  
San Juan, PR 00919-5661

 Either party may change its address for notice by giving the other party prior written notice of the new address in conformity with the foregoing provisions of this Section and the date upon which such new address will become effective.

46. **THE SECOND PARTY** acknowledges that it cannot continue to provide services under this Agreement after its expiration date or when such services entail payment of an amount that exceeds the total allowed for this Agreement. No services will be paid in violation of this clause, and any request and acceptance of services in violation of this provision will be made without any legal authority and will not bind **ASES**.
47. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other oral or written representations, understandings or agreements relating to the subject matter hereof. Neither party shall be bound by the provisions of any pre-printed or other written terms and conditions subsequent to the date of this Agreement relating to the subject matter hereof unless such additional terms and conditions are made effective pursuant to the Amendments subsection of this section.
48. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then such provision shall be invalid, but each other provision hereof not so affected shall be enforced fully as permitted by applicable law.
49. This Agreement shall be governed by and construed in accordance with the laws of the Government of Puerto Rico. The courts and authorities of the Government of Puerto Rico shall have jurisdiction over all controversies that may arise with respect to this Agreement. The parties hereby waive any other venue to which they might be entitled by virtue of domicile or otherwise. Should either party initiate or bring suit or action before any other court, it is agreed that upon application, any such suit or action shall be dismissed, without prejudice, and may be filed in accordance with this

  
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provision. The party bringing the suit or action before a court not agreed to herein shall pay to the other party all the costs of seeking dismissal including reasonable attorney's fees.

50. **ASES** certifies that the present contract has the appropriate governmental authorizations necessary for its execution and according to provisions in the Act Number 66 of June 17, 2014, known as the "Fiscal and Operational Sustainability Act of the Government of the Commonwealth of Puerto Rico".

Nevertheless, **ASES** is not exempted from registering this transaction in the Government of Puerto Rico Office of Management and Budget (OGP by its Spanish acronym) Electronic Platform.

51. **Circular Letter 013-2021 from the Office of Management and Budget of June 7, 2021:**

1. **ASES** certifies that **THE SECOND PARTY** was selected as a provider of the professional services described in this contract pursuant to Executive Order 2021-029. Likewise, **THE PARTIES** certify that they are aware of the provisions of said Executive Order and Circular Letter and that any contract covered by it that has not followed the processes and requirements established therein will be terminated."
2. At the time of signing this contract, **THE SECOND PARTY** does not maintains a contractual relationship in force with any entity of the Government of Puerto Rico. In addition, **THE SECOND PARTY** acknowledges and accepts that omitting to mention any governmental entity, with which it has a current contractual relationship may result in the termination of this contract if required by **ASES**.

52. **Circular Letter 001-2021 from the Office of Management and Budget of January 11, 2021.**

**A. Interagency services:**

- i. Both contracting **PARTIES** acknowledge and agree that the contracted services may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct order of the Office of Government Chief of Staff (*Oficina del Secretario de la Gobernación*). These services will be performed under the same terms and conditions regarding hours of work and compensation set forth in this Agreement. For the purposes of this clause, the term Executive Branch entity includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations.
- ii. For purposes of this Section, the term "entity of the Executive Branch" includes all agencies of the Government of Puerto Rico, as well as instrumentalities and public corporations, and the Office of the Governor.

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**B. Termination:**

- i. The Government Chief of Staff shall have the power to terminate this Agreement at any time.
- ii. In case this Agreement is exempted from authorization from the Government Chief of Staff according to the dispositions specified in Circular Letter 001-2021, the Government Chief of Staff shall have discretion to take any necessary steps in those situations when a breach or potential breach with the public policy established by the Governor is observed.

**C. Financial Oversight and Management Board Contract Review Policy for Puerto Rico:** The Parties acknowledge that the CONTRACTOR has submitted the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Management and Oversight Board for Puerto Rico, effective November 6, 2017 and as amended on October 30, 2020, signed by the Executive Director of the Contractor (or another officer with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor Certification Requirement" is included as an annex to this agreement.

IN WITNESS WHEREOF, the parties hereto sign this Agreement, in San Juan, Puerto Rico this 23 day of August, 2023.

**PUERTO RICO HEALTH  
INSURANCE ADMINISTRATION**



**Roxanna Rosario Serrano, BHE, MS**  
Sub director  
EIN: \_\_\_\_\_

**TRUENORTH CORPORATION, INC.**



**Marcos Fabian Fejgielman Szenfain**  
Subtreasurer  
EIN: \_\_\_\_\_

*Budget item account: 131-6340-2024-004*

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## Executive Summary

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## 1 Executive Summary

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Truenorth Corporation (Truenorth) is a world-class consulting firm. Since its creation in 2001, we have grown to turn ourselves into the consulting leading firm in Puerto Rico, as published in the Caribbean Business Book of Lists. We are a Business Transformation firm that serves private enterprises and government with creative and dynamic service offerings. As a full-service business and technology solutions provider, three core competencies of Management, Software, and Hardware sustain all the services offerings. Truenorth can quickly implement value-added solutions that generate proven business results.

Pursuant to Title XIX of the Federal Social Security Act, codified as 42 USC 1396 et seq. ("the Social Security Act"), and Act No. 72 of September 7, 1993, of the Laws of Puerto Rico ("Act 72"), as amended, a comprehensive program of medical assistance exists in Puerto Rico. The Puerto Rico Health Department ("the Health Department" or PRHD) is the single State agency designated to administer medical assistance in Puerto Rico under Title XIX of the Social Security Act of 1935, as amended, and is charged with ensuring the appropriate delivery of health care services under the Medicaid and the Children's Health Insurance Program ("CHIP") in Puerto Rico. ASES manages these programs pursuant to a delegation of authority.

ASES is a public corporation with the autonomy to develop and execute the terms of its organic law - Act Number 72. As part of its responsibilities, ASES contracts with Managed Care Organizations (MCOs) to provide health services to persons who are eligible for Medicaid and other Enrollees, as established by applicable law. It also contracts with a Pharmacy Benefit Manager (PBM) to administer and provide pharmacy benefits and manage the Medicaid Drug Rebate Program (MDRP). Pursuant to this statutory provision, ASES has established a managed care program under the medical assistance program, known as "Government Health Plan", GHP, " or ("Plan Vital". The GHP serves approximately 1,298,116 beneficiaries.

To support ASES with their needs in professional services, Truenorth Corporation (Truenorth) as a purely Puerto Rican company is pleased to present this proposal for the provision of contracted resources to provide technical support and advice on:

- a) Modifications and improvements to ASES systems.
- b) Analysis, design, development, and management of new projects.
- c) Programming of the database and programming of applications.
- d) Management of servers and database systems in test, development, and production environments.

These services will benefit from the work experience Truenorth has earned in more than 14 years with the Puerto Rico Department of Health (PRDOH) within the Puerto Rico Medicaid Program (PRMP) and almost 3 years with ASES as the Enrollment Counselor of Plan Vital.

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## Credentials & Capabilities



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## 2 Credentials & Capabilities

Truenorth Corporation is the leading business transformation firm in our territory serving large enterprise and government clients. Our firm was established more than 20 years ago (2001) in San Juan, Puerto Rico. Since then, we have grown consistently to be the Top Leading consulting firm in the territories covered. It was founded by the vision of two entrepreneurs, Gabriel Fernández and Carlos Fernández. Along this great journey, two partners joined the Truenorth family, Fabian Fejgielman and William Román.

Our executive team, Gabriel, Carlos, Fabian, and William lead by example and sets the tone for the corporation. They are at the forefront of leading Truenorth and all its professionals into providing quality services. The primary point of contact is Carlos Fernandez, President, and he can be reached at (787) 960-5013 and/or via email of [carlos@truenorth.pr](mailto:carlos@truenorth.pr). Mr. Carlos Fernández is married and resident of San Juan.



Carlos Fernández Ferrer  
Managing Partner - CEO

Gabriel Fernández  
SW Partner - LMI

William Roman  
Technology Partner - CTO

Fabian Fejgielman  
Consulting Partner - COO

Gabriel Moralet  
Accounting Manager

Laura Reyes  
HR Manager

Since the beginning of our journey, many others have joined our family. Nowadays, we consist of a diverse group of professionals that always focus on creating value and growth for our clients. Throughout the years we have been a proud service provider of creative and dynamic, but common-sense methodologies and offerings for our clients helping them with their business challenges.

With our **mission**, set as our way of providing services:

*"We create unquestionable value by effectively deploying the most reliable management and technology systems to protect or create revenue, profit, and customer loyalty for our clients."*

Followed by our **vision**, set as our true north, our goal:

*"To become the reference model of client-centric services firms, recognized by our excellence and reliability in serving our clients and provide an exciting work environment for our employees while we serve our community with dignity, transparency, and honesty."*

We lead change and strive to earn trust one deliverable at a time. Our core values guide our team of over 410 professionals to deliver the right business solution.

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CREATE A CULTURE OF UNITY AND LOYALTY



PRIDE IN MAKING THE CHANGE



WORK SMARTER, NOT HARDER



DESIRE TO BE THE BEST



ACT WITH INTEGRITY IN EVERYTHING YOU DO

Our ability to quickly implement value-added solutions generating positive business results, placing the client's best interest before ours, and the unwavering commitment to service and availability, have earned Truenorth the trust of top enterprises. We are passionate about providing business sound working solutions that translate into:

- Building mutually rewarding relationships
- Developing innovative solutions
- Provide a unique work environment
- Serve and improve the community

A summary of relevant clients and projects is included in the following table:

Client	Industry	Project Management	Process Improvement	IT Master Plan	Technical Support	Software Development and data management	Call Center Services
Doral Financial Corporation	Financial Services	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
First Bank / FirstBank Insurance	Financial Services		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		
Banco Santander	Financial Services	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Autoridad de Acueductos y Alcantarillados	Utilities	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Autoridad de Energía Eléctrica	Utilities	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
Departamento de Educación	Government	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
CFSE	Government	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Departamento de Salud – Medicaid	Government	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Departamento de Salud - WIC	Government	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Autoridad para el Financiamiento de la Vivienda	Government	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>	
Departamento de Corrección y Rehabilitación	Government	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Assurant	Insurance						<input checked="" type="checkbox"/>
Administración de Servicios Médicos	Government	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>		
Telefónica Empresas	Telecom				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Claro PR / Assurant	Telecom						<input checked="" type="checkbox"/>
Centennial de Puerto Rico	Telecom					<input checked="" type="checkbox"/>	
T-Mobile / Assurant	Telecom						<input checked="" type="checkbox"/>
Liberty	Telecom	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	



Client	Industry	Project Management	Process Improvement	IT Master Plan	Technical Support	Software Development and data management	Call Center Services
CooperVision	Manufacturing	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>	
Honeywell	Manufacturing				<input checked="" type="checkbox"/>		

## 2.1 Qualifications and Experience

Our services are custom tailored based on the client’s business needs. Typically, these needs involve business savvy, software architecture mastery, and technology creativeness. We are a firm with four strong divisions: Management Consulting, Software Development, Technology & Infrastructure, and Customer Experience Operations.

We take pride in being a top-tier partner for many of the most recognized technology names in the industry like IBM, Microsoft, AWS, VMWare, and others. We lead change in turbulent times. We strive to earn trust one deliverable at a time. Also, we are honored to have earned important recognition at local, regional, and worldwide levels by many organizations in recognition of our demonstrated skills.

Since our inception, we have made our purpose to pursue customer satisfaction. As such, we have earned their respect and recognition by trusting us with their critical, complex, and large projects. We are a proud service provider for the Government and Private sectors. All our clients are important to us, but specifically in relevant and similar initiatives, to mention a few of them:

- Liberty Communications of PR
- Puerto Rico Department of Health
- Puerto Rico Aqueduct & Sewer Authority
- University of Puerto Rico
- Puerto Rico Department of Education
- Puerto Rico Electric & Power Authority

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### Liberty Communications of PR (LCPR)

Currently, Truenorth is providing IT project and portfolio management support to Liberty Communications of PR for the IT initiatives supporting the integration of the new mobility business and the transition to phase out the services being provided by the former business owner. Also, Truenorth has four (4) project managers leading several initiatives from the IT Project Portfolio, and one (1) project manager providing IT demand management support:

- Legacy Centennial Systems Separation
- Software Licenses Migration Program for Transferred Systems
- Ortegón Building Closing: IT Infrastructure Relocation & Retirement
- IT Support to Liberty Plaza Renovation
- COU Mobile Devices Migration
- Lifeline System Separation from AT&T Corporate Network - Completed





- Wireless Core Network IT Infrastructure – Completed
- Retail Stores Auto Attendant System Migration - Completed
- Liberty Fixed Product Offering at LMPR Retail Stores and Kiosks – Completed
- Workplace Automation Assessment – Completed
- Document Management Requirements & Solution Identification - Completed

For the Peacock project, Truenorth assigned resources to assist the IT leaders in the negotiation of the transition service agreement (TSA) scope for IT services and lead the IT-related activities required for closing the deal. Truenorth provided IT project and portfolio management support for the initiatives for Day 1 readiness and initiatives to be performed during the first 120 days. Other activities included:

- Validating the Day 1 readiness scenarios for IT in alignment with agreed on IT TSA services
- Helping define the scope, work plan activities for pre-and post-deal close IT projects, and dependencies with functional areas
- Managing the project portfolio and its initiatives, maintaining communications between the team, sponsors, integrators, and project stakeholders, and performing the project manager role for key initiatives, as assigned
- Supporting the preparation of status reports and special requests to business executive teams

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and several Liberty Latin America IT groups  
Maintaining updated the project portfolio/initiatives and activities in the PM information systems with the corresponding project managers, and providing for the escalation of given activities when needed

**Contrato Número** Puerto Rico Department of Health (PRDOH)

Truenorth designed and implemented a Technological Transformation Plan to increase the level of services, resource efficiency, and level of compliance with Federal Government regulatory mandates. Under the Medicaid Program, Truenorth provided project management services for the Puerto Rico Department of Health, focusing on IT strategic initiatives and production systems maintenance.

The principal objective of IT strategic initiatives associated with MEDICAID is determining eligibility. Our services include the IT support and software maintenance of the mission-critical system (MEDITI) used for eligibility determination, interview appointments for participants, notification management, and fraud detection. The geographic scope includes all MEDICAID facilities throughout Puerto Rico.

MEDITI, the Truenorth-developed solution, is responsible for eligibility determination for the Medicaid program in Puerto Rico. There are 1.5 million cases a year that receive medical services with a budget of almost \$1.96 billion annually. The Medicaid verification and determination of benefits is currently processed through the custom-built system, MEDITI.

MEDITI is a custom-developed web-based application with several modules, including an appointment calendar, application form, calculation sheet, fraud detection, and query/response support. The system is available via intranet within the Medicaid Program and integrated multiple tools that automated processes within Quality Control, Queue Management at the office, and the Transactional Web Portal.



Key benefits included improving service times by 48% and increasing service capacity, taking over a million calls a year, through the implementation of a call center.

Furthermore, we provide strategic support services which include the review of operational flows and reengineering of processes to increase productivity, reduce service time and obtain savings. The following functional and technical abilities were applied during this engagement: project management, software development, facilitation, document management, information technology planning, and business process design.

Since 2009 we have been honored into providing services to PRDOH.

**Puerto Rico Aqueduct and Sewer Authority (PRASA)**

For the last 17 years (2004), Truenorth has been directing a multidisciplinary team of business, management, and technical consultants focused on re-engineering revenue-generating business processes.

Truenorth provides four (4) principal services to PRASA detailed below as revenue assurance, project management, software development, and business analysis and improvement. In the revenue assurance services implementation provided to PRASA, Truenorth can proudly boast that has generated over \$700 million in additional net profit for PRASA for the last 10 years. We accomplished this by optimizing and redesigning organizational structures, business practices, standard operating procedures (SOPs), and technological tools in business areas directly related to the revenue stream. By conducting business intelligence (BI) analysis and identifying tendencies that resulted in a loss of profit for the agency, we proceeded to analyze and updated their database with measurable and precise information, to take the necessary corresponding actions. Truenorth then proceeded to assist the agency, through engineering studies, in implementing processes, facilitating tools and training to identify efficient use of resources and materials to cut operational costs.

In addition to the revenue assurance implementation, we also offer AAA the professional services of project management, software development, document management, financial management, information technology planning, and business process design.

Truenorth created the web application SIRE under PRASA’s requirements to provide for an efficient, simplified, and robust expense reimbursement system. SIRE eliminates redundant work and reduces the time employees and managers spend creating, submitting, approving, and processing expense reports. This web application fully interfaces with the SAP ERP system at Puerto Rico Electric and Power Authority (PREPA), resulting in a significant reduction in the cycle time for expense reports and payment processing. This integrated solution allows employees and managers to dedicate more time to their core tasks, saving the organization time and money.

Moreover, we offer management consulting services within the Customer Service Department and Strategic & Corporate Planning Vice-presidencias.

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standard operating procedures which translate to process improvements. Also, we provided support in designing and developing their current Strategic Plan.

#### University of Puerto Rico (UPR)

In 2019 our office started providing services to the University of Puerto Rico. The scope of the services provided included process improvement, project management, and technology transformation.

We worked with the UPR staff to analyze some of their most critical processes with the objectives to reduce operational times, improve the quality of information and employee efficiency, and propose new and redesigned processes. As a result of the process improvement initiatives, Truenorth managed to enhance time and reduce the inefficiency of the results obtained.

Furthermore, we developed the first step in organizing UPR's Project Management Office. We started by helping them identify and organize their critical initiatives per department. With a designed form, the staff was able to input the information for each project. Afterward, we use our initiative prioritizing tool to identify those projects that were duplicated and the ones that could be executed in collaboration. As a result, the UPR have an organized list of projects adequately identifying risk, budget, personnel, and scheduling, and paired with their strategic objectives.

As part of their technological transformation, we performed an IT Security Assessment and support them in designing the IT Organizational Structure. The security assessment revealed critical findings that negatively affect the network performance. We provided an action plan to mitigate the risks of the threats and prevention of future ones.

For the organizational structure, we benchmarked their current staff organizational chart with universities within the United States similar in size. After such analysis, we provided recommendations of what their structure should be to have an efficient use of the resources available.

#### Puerto Rico Department of Education (PRDE)

Truenorth has continually been providing services to PRDE for the last seven (7) years (2014). We provide three (3) principal services defined as basic maintenance to the schools, help desk support, and IT support.

In the basic maintenance services provided, Truenorth offers preventative maintenance and support services for all IT components for the 1,385 schools of PRDE. The Help Desk Services are provided by our trained staff located in the PRDE's central offices. The help desk staff is committed to assisting over 70,000 user communities which entails responding, classifying, deploying, and resolving over 1,500 calls on a weekly basis.

The IT technical support services, we offer full support and maintenance to their Data Center which encompasses over 500 servers and all critical applications within the department. In addition, Truenorth is also responsible for successfully running all the Backup Strategies which consist of managing over 80TB of data and more than 500 tape cartridges.



Furthermore, we developed Service Request Manager (SRM) solution to support the IT infrastructure and the E-Rate services. E-Rate is a program designed to provide discounts to assist schools and libraries throughout the United States to obtain affordable telecommunications and Internet access. Truenorth also developed the WAN Monitor System as a graphical tool to monitor all devices connected to the PRDE network.

Recently, the SRM was configured to provide a Software as a Service (SAAS) solution to PRDE for managing their own internal technical service requests. This system provides a sole-unified repository of service requests for all PRDE, allowing management to effectively manage resources and monitor incidents, situations, and services requested by all users and the WAN Monitor System.

SRM not only provides an organized, focused, efficient, and effective system but also a means to help the organization deal with any issues, managing the incidents from the moment they are captured through their resolution. The system also enables the collection of data, used to improve the organization's support. It gives visibility and trackability to the support team. This way, the organization is always provided with consistent input. This directly impacts costs, and customer service, and ultimately, helps the public image of PRDE.

**Puerto Rico Electric & Power Authority (PREPA)**

Truenorth has engaged with PREPA for the past 1.5 years (2018) focusing on the optimization of its customer service operations. We provide business intelligence, process optimization, business best practices, and technology services to PREPA's commercial offices, back offices, call center operations, and digital platforms. These efforts have already resulted in well over \$100M in return from over 700K prioritized and resolved cases. PREPA has also seen significant improvements in response rates and wait times in over 3M received calls so far.

Furthermore, we have provided PREPA's Customer Service Management with tools for continuous operational visibility by measuring and monitoring key performance indicators that help continuously optimize operations. The business intelligence, tools & recommendations implemented have assisted PREPA in providing its customers with a much more resilient customer service platform capable of handling and adapting to their needs, even during difficult economic times and events such as hurricanes, earthquakes & pandemics. Our efforts have also focused on assisting PREPA's Customer Service Department to prepare for the upcoming transition and integration of operations with LUMA Energy.

**2.2 Contractual Relationship with Other Entities of the Government of Puerto Rico**

Truenorth, for years, is one of the main providers of professional services of Management Consulting and Technology of the government of Puerto Rico. Currently, we have a contract with several agencies of the government of Puerto Rico. Below is the list of agencies to which services are provided:

- Departamento de Salud
- Corporación del Fondo de Seguro del Estado (CFSE)

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- Oficina del Comisionado de Seguros (OCS)
- Oficina del Comisionado de Instituciones Financieras (OCIF)
- Departamento de Hacienda
- Autoridad de Acueductos y Alcantarillados (AAA)
- Centro de Recaudación de Ingresos Municipales (CRIM)
- Comisión de Seguridad en el Tránsito (CST)
- Universidad de Puerto Rico (UPR)
- Administración de Seguros de Salud de Puerto Rico (ASES)
- Departamento de Educación
- Administración de Servicios Médicos de Puerto Rico (ASEM)
- Autoridad de Carreteras y Transportación (ACT)

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## Scope of Work

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### 3 Scope of Work



As part of the healthy operation of ASES, it is required to be in constant development of new initiatives as well as compliance with the guidelines issued by the Centers for Medicare & Medicaid Services CMS and the U.S. Congress.

Therefore, and considering the above, ASES identified the need to hire the professional and consulting services in information systems advisory services to complement the team of professionals in the IT department. The objective is to orchestrate company resources and oversee the integrated and on-time execution of all strategic initiatives.

As the main local supplier of technology, consulting, and project management services in Puerto Rico, Truenorth has the capability of providing contracted resources for these identified competency disciplines, and others that may arise.

#### 3.1 Truenorth Responsibilities

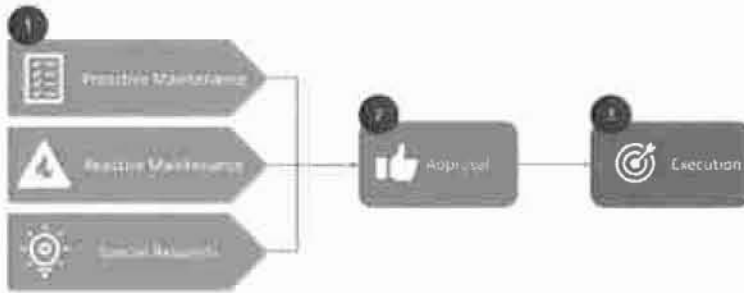
The following are the key Truenorth personnel responsibilities at the request of ASES:

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- a. Provide technical support and advice on:
    - b. Modifications and enhancements to ASES systems.
    - c. Analysis, design, development, and management of new projects.
    - d. Database programming and application programming to ASES IT staff, as per assigned role; and
    - e. Management of servers and database systems in test, development, and production environments.

Our services will consist of the technological and operational support associated with all systems and applications currently running in production. This support will be provided based on the priorities established by the ASES and to ensure the availability and integrity of the information. The maintenance includes reactive services and proactive support of the systems. In addition, at the request of the ASES,



we will support special requests for analysis, design, and programming related to new technology initiatives being carried out by ASES.



Problems reported by users will be analyzed to determine the root-cause and address the remediation as appropriate. If programming is required to correct the reported problem, the solution will be suggested for corresponding authorization by the ASES

representative. Once authorized, the change to production will be proceeded according to the protocols established by the ASES. In those cases where the problem is a consequence of elements of third parties such as telecommunications infrastructure, the responsible area will be notified and Truenorth will support as required on the resolution of said problem.

Also, as part of system maintenance, Truenorth or the ASES could identify and recommend minor adjustments to the programming code. The recommendations can arise to improve the performance of machine resources, streamline the transactional processes of the users, provide relevant information, and improve the security/integrity of the data, among others.

### 3.2 ASES Responsibilities

The responsibilities of ASES included in this section are necessary to complement the success of what is covered in this proposal. ASES will provide its duties without charge to Truenorth.

- Designate an authorized representative, who will serve as a liaison between ASES and Truenorth
- Be responsible for the content, controls, guidelines, procedures, and security of its information.
- Provide the necessary access to its systems for Truenorth to conduct its work.
- Provide adequate software security measures to ensure that our personnel have only the required access to your systems.
- Provide all relevant information required (i.e., passwords, equipment location) for the support services, subject to Truenorth's compliance with their confidentiality provisions.
- Provide Truenorth personnel facilities such as desks, chairs, internet access, parking space, etc., when working in the designated ASES location

### 3.3 Key Assumptions

This proposal is based on the following assumptions, which must remain valid for the duration of our engagement. If these assumptions are altered, it may invalidate our time and cost estimates. Changes will be processed through the Project Change Request Process described in Appendix A.

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Truenorth will work under the direction of the Executive Director or an authorized representative appointed by ASES.

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- ASES will make available all needed information for Truenorth to be able to provide the services under this proposal.
- ASES will provide access to Truenorth personnel to all required facilities.
- Truenorth will not be responsible for the accuracy of the information to be received by ASES, nor the impact that inaccurate data may have on the deliverables of services under this proposal.

### 3.4 Expected Truenorth Staffing Assignment

To provide the requested services, Truenorth will provide resources that meet and exceed the requirements established by ASES. The profiles of the resources considered to support operations when required by ASES are detailed in section 4 Qualification of Key Personnel. Here are some general characteristics of the resources that are available:

- We make available resources with both Spanish and English written and spoken proficiency.
- All our personnel have a Bachelor's Degree in one of the following careers: Information Systems; Business Administration; Industrial Engineering, Computer Science, Economics, Accounting, to name a few.
- Most of the resources hold multiple certifications, such as Project Management Professional (PMP), Lean Six Sigma, Data analysis, Big Data, and others.
- Our Development Division staff has extensive experience in programming applications in .NET, Visual Basic, SQL, JAVA, Python, ORACLE, #C, Android, iOS among others.

ASES will be providing the amount or full-time equivalent value for each contracted resource role that is required from the table below:

Resource Role	Amount / FTE
Director/Principal	TBD by ASES
Senior Project Manager	TBD by ASES
Project Manager	TBD by ASES
Senior Software Developer	TBD by ASES
Software Developer	TBD by ASES
Database Developer	TBD by ASES
Business Process Expert	TBD by ASES
Business Analyst	TBD by ASES

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### 3.5 Estimated Timeframe

ASES will be providing the timeframe and the amount for the contracted resource role needed and Truenorth will prepare a project charter with the estimated timeframe.



### 3.6 Completion Criteria

Our services will end when, (i) ASES advises us, in writing, that further services are not required, (ii) the total labor hours are expended, or (iii) the contract end date expires, whichever comes first.

ASES, at their judgment, can extend this contract with an additional budget allocation.

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## Pricing and Agreement

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## 6 Pricing and Agreement

Below we present our quote for the services described in this proposal, as well as the applicable terms and conditions.

### 6.1 Pricing

As an important partner for Truenorth, we are honoring a special rate discount providing that the assignment of resources will be significant. The following table presents our professional services rates for the requested resource roles.

Resource Description	Discounted Rate
<b>Management Consulting</b>	
Director/Principal	\$ 150.00
Senior Project Manager	\$ 130.00
Project Manager	\$ 110.00
Business Process Expert	\$ 90.00
Business Analyst	\$ 85.00
<b>Software Development</b>	
Application Manager	\$ 110.00
Senior Software Developer	\$ 90.00
Software Developer	\$ 80.00
Database Developer	\$ 95.00
Data & Reporting Analyst	\$ 90.00
Software Architect	\$ 105.00
<b>IT Infrastructure</b>	
IT Manager	\$ 120.00
IT Architect / DBA	\$ 110.00
IT Senior Consultant	\$ 90.00
IT Consultant	\$ 75.00

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### 6.2 Terms and Conditions

The following are the payment terms and conditions of this proposal:

- This is a time and materials proposal, not a fixed-priced proposal.
- The presented rates are based on the estimated levels of resource utilization. Truenorth will bill ASES only for the actual hours of services rendered at the established rates. We reserve the right to modify the above rates if ASES requests changes in the level of utilization or composition of the resources.
- All services provided by Truenorth will be invoiced monthly. This invoice will include a report of the hours incurred by our consultants.
- Truenorth's invoices are due upon receipt, and we suggest a payment term of Net 30 days.



- Truenorth will present our standard insurance policies when engaged by ASES. Should ASES require additional insurance, we reserve the right to charge ASES for said increase.
- Our proposal prices are valid for thirty (30) days, starting at the proposal presentation date, as stated on the proposal cover page.
- Neither party may solicit employees from the other, affiliates, or their respective officers, directors, employees, or representatives for any purpose.

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