

1 **IN THE UNITED STATES DISTRICT COURT**  
2 **FOR THE DISTRICT OF PUERTO RICO**

3 **UNITED STATES OF AMERICA,**

4 **Plaintiff,**

5 **v.**

6 **COMMONWEALTH OF PUERTO RICO,**  
7 **et al.,**

8 **Defendants.**

**CIVIL NO. 99-1435 (GAG-MEL)**

9 **ORDER re: Provider Contracts**

10 The Court has reviewed the Commonwealth's Motion in Compliance with Order Regarding  
11 Service Provider Renewals and Request for Brief Extension of Time (Docket No. 3258). The same  
12 is **NOTED** and the request for extension is **DENIED** as follows.

13 It is simply bedazzling that as of almost November 1st of FY 2020-2021, that is four months  
14 after its commencement, the various providers listed in the motion have continued to deliver  
15 essential services to participants, but the Commonwealth has not yet formalized most contracts,  
16 moreover paid the providers. Certainly, under Puerto Rico law, said providers do not have legal  
17 avenue for payment absent a formal government contract. See Jaap Corp. v. Depto. Estado, 187  
18 D.P.R. 730 (2013); Cecort Realty Dev. Inc. v. Llompert-Zeno, 100 F. Supp. 3d 145 (D.P.R. 2015).

19 However, before this Court is a federal consent decree under which participants must be  
20 provided essential services. It does not take a mathematical wizard to understand that the non-  
21 payment of provider services will result in them having to close their homes. The Court so knows,  
22 given that this very issue has arisen in the past. In turn, if homes close, participants will end up being  
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1 reshuffled like sheep, which also presents an adverse predicament to their health and mental well-  
2 being. Not to mention if several providers simultaneously close.

3 Accordingly, the Court as a federal remedial action hereby **ORDERS** that by **Monday,**  
4 **November 2, 2020** all providers be fully compensated for their services for the months of July,  
5 August and September 2020. This includes those providers whose contracts have been duly  
6 formalized, as well as those whose contracts have not. If this requires DSPDI and other  
7 Commonwealth entities to work over the weekend, then so be it.

8 The Court stands behind the consent decree and will indeed enforce its provisions through  
9 its Article III obligations. In re Pearson, 990 F.2d 653, 658 (1st Cir. 1993). More so, this consent  
10 decree implicates a government run program that is constantly and significantly non-compliant, as  
11 well as the participants' sacrosanct federal rights. Id.

12 Failure to comply with this order will result in a finding of contempt and sanctions as to the  
13 Commonwealth, as well as any other appropriate action, including garnishment of the funds  
14 necessary to pay the providers. See Rio Grande Community Health Center, Inc. v. Secretary of  
15 Health, Civil. No. 03-1640 (GAG) at Docket No. 721 (stay of garnishment order denied by Court of  
16 Appeals).

17 **SO ORDERED.**

18 In San Juan, Puerto Rico this 29th of October, 2020.

19 *s/ Gustavo A. Gelpí*  
20 GUSTAVO A. GELPI  
United States District Judge