**Puerto Rico Medicaid Program**

**Cyber Security Services (CSS)**

**Request for Proposals (RFP)**

**2023-PRMP-CSS-005**

**October 26, 2023**

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1. Executive Summary

1.1 Purpose of the RFP

The Puerto Rico Department of Health (PRDoH) Puerto Rico Medicaid Program (PRMP) issues this Cyber Security Service Request for Proposals (RFP) to solicit vendor proposals and procure a solution for Medicaid offices. This RFP defines detailed response, and minimum contract requirements, and outlines the PRMP’s process for evaluating responses and selecting a vendor that can provide the necessary components to provide Cyber Security Services. The PRMP seeks a vendor that can provide Cyber Security Services that will support our commitment of maintaining the integrity, availability, and confidentiality of our beneficiaries' healthcare data, and that recognize’ s the increasing cybersecurity risks faced by healthcare organizations.

**PRMP objectives are:**

* Enhance the overall Cyber Security posture of our Medicaid program.
* Protect sensitive beneficiary information from unauthorized access, disclosure, or alteration.
* Ensure compliance with relevant industry standards and regulatory requirements (e.g., HIPAA, HITECH Act, CMS requirements).
* Focus on protecting digital systems, networks, and data from unauthorized access, malware, and other cyber threats.
* Minimizing security risks.
* Enhancing incident response capabilities.

Through this RFP, PRMP is seeking proposals from qualified and experienced vendors to provide comprehensive Cyber Security services for our Medicaid program; ensuring the security and privacy of sensitive healthcare data is of utmost importance to us. PRMP seeks to procure necessary services at the most favorable and competitive prices, and to give all qualified vendors an opportunity to do business with the PRMP.

Additional detail regarding this solicitation can be found in subsequent sections of this RFP. If vendors are interested and able to meet the requirements, the Commonwealth of Puerto Rico (Commonwealth) appreciates and welcomes a proposal.

**Requirements:**

1. The Vendor will be required to work with PRDoH and CMS to ensure compliance with CMS standards.
2. The Vendor should understand the specific security requirements and regulations applicable to Medicaid Programs.
3. The Vendor must have at least three (3) years of experience with Medicaid Enterprise Systems (MES) and Federal (CMS) & State Governmental requirements and documentation.
4. All the Vendor Key staff must have at least three (3) years of experience working with Medicaid and CMS.
5. Vendors must have all the liability policies.

1.2 Location

The PRMP Central Office is located at:

268 Luis Muñoz Rivera Ave.

World Plaza – 5th Floor (Suite 501)

San Juan, Puerto Rico 00918

1.3 RFP Schedule of Events

The schedule of events for this RFP is detailed in **Table 1: RFP Schedule of Events.** All dates after the proposal submission due date are anticipatory. The PRMP may change this schedule at any time. If the PRMP changes the schedule before the technical proposal opens, it will do so through an announcement on the PRDoH website (<https://www.salud.gov.pr/CMS/21>), Medicaid website ([https://medicaid.pr.gov/Home/AvisosPublicos/](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fmedicaid.pr.gov%2FHome%2FAvisosPublicos%2F&data=04%7C01%7Celizabeth.otero%40salud.pr.gov%7C4844c01aa6da4b64214c08d9c1691cee%7Ce906065af03e47ada4c46b139a08445c%7C0%7C0%7C637753479472488201%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=wgYXEyqXiSjJiuWam1Lo5akbWR6UBx0Xhj5LIoS1Jro%3D&reserved=0)), or via email from the solicitation coordinator.

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

**Table 1: Schedule of Events**

RFP Released to Public 10/26/2023

Notice of Intent to Respond 11/02/2023

Vendor’s Written Questions Submission Deadline 11/09/2023

Question Responses Posted 11/22/2023

Proposal Submission Due Date 12/08/2023 at 2:00pm

Technical Bid Opening 12/12/2023

Oral Presentations (If requested) ….............................................................................TBA

Cost Bid Opening ………………………………………………………………………………………………………………TBA

Intend of Notice of Award…………………………………………………………………………………………………TBA

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

2. General Instructions

2.1 Scope

The PRMP seeks to engage a vendor to conduct all necessary Cyber Security Services required. The vendor shall provide cyber security risk assessments and vulnerability scanning, incident detection, response and recovery planning, network and perimeter security including firewall management, data encryption and secure transmission mechanisms, identity and access management solutions, security awareness training for PRMP staff, compliance monitoring and reporting. These services focus on protecting digital systems, networks, and data from unauthorized access, malware, and other cyber threats. They include threat detection and prevention, vulnerability management, incident response, and security consulting.

Refer to [**Section 3: Scope of Work (SOW)**](#_4._Scope_of) for additional details on the scope and the PRMP’s expectations of the selected vendor.

2.2 Contract Duration

PRMP targets a contract start date (approximately) for the Cyber Security Vendor in December 2023. The Cyber Security Vendor contract will be a base of two (2) years with two (2) optional one-year extensions (potential for four (4) years total). During the optional years, PRMP may execute contracts for Cyber Security services that span one or multiple months. Contract award is contingent upon CMS and PRDoH approval of the contract and associated funding over the contract term. PRMP anticipates the need to execute contract amendments up through the close of the contract or up through the time the contract is terminated (whichever is sooner). Each contract amendment would be reflective solely of those costs detailed within the proposal response unless otherwise approved by PRDoH.

2.3 Nondiscrimination

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

2.4 RFP Communications

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

**2023-PRMP-CSS-005**

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

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

**elizabeth.otero@salud.pr.gov**

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

Vendors must help ensure that PRMP receives all questions and comments via email, including questions and requests for clarification, no later than the questions submission deadline detailed in [**1.3: RFP Schedule of Events**.](#_RFQ_Schedule_of_1)

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

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

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

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

Vendors with a handicap or disability may receive accommodations relating to the communication of this RFP and participation in the RFP process. Vendors may contact **elizabeth.otero@salud.pr.gov** to request such reasonable accommodation.

2.5 Vendors Required Review and Waiver of Objections

Each vendor should carefully review this RFP, including but not limited to, attachments, appendices, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).

Any vendor having questions and comments concerning this RFP must provide them in writing to PRMP no later than the Vendor Written Questions Submission Deadline detailed in [**1.3: RFP Schedule of Events**.](#_RFQ_Schedule_of_1)

2.6 Notice of Intent to Respond

Vendors should submit to **elizabeth.otero@salud.pr.gov** a Notice of Intent to Respond (in the form of a simple email or other written communication). Such notice should include the following information:

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

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response; however, it is helpful to facilitate communications of any RFP amendments or other notices and communications relating to this RFP. Regardless of the submission of a Notice of Intent to Respond, vendors are responsible for monitoring the official posting site of the RFP for any amendments or notifications that are posted.

2.7 Proposal Submission

A vendor must help ensure that PRMP receives a response no later than the submission deadline time and date detailed in [**1.3: RFP Schedule of Events**.](#_RFQ_Schedule_of_1)PRMP will not accept late responses, and a vendor’s failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the vendor to ascertain any additional security requirements with respect to packaging and delivery to PRMP. Vendors should be mindful of any potential delays due to security screening, weather, mail delays, pandemic restrictions, and orders of stay or other filing delays whether foreseeable or unforeseeable.

2.8 Amendments to the RFP

PRMP, at its sole discretion, may amend this RFP in writing at any time prior to the contract award. However, prior to any such amendment, PRMP will consider whether it would negatively impact the ability of potential vendors to meet the submission deadline and revise the RFP **Schedule of Events** if deemed appropriate. If an RFP amendment is issued, PRMP will convey it to vendors who submitted a Notice of Intent to Respond. A response must address the final RFP (including its attachments) as amended.

2.9 RFP Cancellation

PRMP reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations at any given time.

2.10 PRMP Right of Rejection

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

2.11 Proposal Submittal and Instructions

2.11.1 Economy of Preparation

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

2.11.2 Incurring Cost

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

2.11.3 Proposal Format

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

**The vendor should include the following information in the attachments:**

* A response to any applicable section of the RFP narrative located in **3.0: General Instructions.**
* A response to any content requested within the attachments/response templates.

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

* As detailed in [**5.6 Failure to Meet Mandatory Requirements**](#_Failure_to_Meet), the mandatory requirements must be met by the vendor as a part of the submitted proposal. As detailed in [**Attachment E: Mandatory Requirements**](#_Attachment_F:_Mandatory) and **Section 5.6: Failure to Meet Mandatory Requirements**, the mandatory requirements must be met by the vendor as a part of the submitted proposal. Failure on the part of the vendor to meet any of the mandatory requirements may result in disqualification of the proposal, at the sole discretion of PRMP. **Mandatory requirements are not scored but are reviewed on a “pass” or “fail” basis.**

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

* [**Attachment C: Vendor Qualifications & Experience**](#_Attachment_C:_Vendor), the following sections only:
	+ Section 4: Business Disputes
* [**Attachment D: Organization and Staffing**](#_Attachment_D:_Project), the following section only:
	+ Section 3: Resumes and References

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

Vendor responses should be sure to address both sections noted below in Table as well as those sections’ related subsections noted in the RFP.

**Table 2: Expected Proposal Sections and Content Structure**

|  |  |
| --- | --- |
| Proposal Section | Response Template/Contents |
| Cost Proposal | Attachment A: Cost Proposal |
| Contents: | * + - Microsoft Excel*®* workbook: Attachment A
 |
| Technical Proposal | Attachment B: Title Page, Vendor Information, Brief Proposal Summary, Executive Summary, Subcontractor Letters, and Table of Contents |
| Contents: | * + - Title Page
		- Vendor Information
		- Executive Summary
		- Subcontractor Letters
		- Table of Contents
		- Disclosure of Response Contents
 |
| Technical Proposal | Attachment C: Vendor Qualifications and Experience |
| Contents: | * + - Organization Overview
		- Mandatory Qualifications
		- Existing Business Relationships with Puerto Rico
		- Business Disputes
		- References
 |
| Technical Proposal | Attachment D: Organization and Staffing |
| Contents: | * + - Initial Staffing Plan
		- Use of PRMP Staff
		- Key Staff, Resumes, and References
 |
| Technical Proposal | Attachment E: Mandatory Requirements |
| Contents: | * + - Mandatory Requirements Attestation
 |
| Technical Proposal | Attachment F: Response to Statement of Work |
| Contents | * + - Scope and Requirements Management and Expertise approach.
		- Cyber Security knowledge and experience.
		- Cyber Security deliverables.
		- Staffing approach.
		- Management approach.
		- Security approach.
		- Transition approach.
 |
| Technical Proposal | Attachment G: Terms and Conditions Response |
| Contents | * + - Title Page
		- RFP Terms and Conditions
		- Customary Terms and Conditions
		- Mandatory Requirements and Terms
		- Commercial Materials
		- Exceptions (if applicable)
 |

2.11.4 Two-Part Submission

Vendors should submit proposals in two distinct parts: technical and cost. Technical proposals should not contain any cost information relating to the 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 Rivera Ave.**

**World Plaza – 5th Floor (Suite 501)**

**San Juan, Puerto Rico 00918**

 2.11.5 Response Reference

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

2.12 Changes to Proposals

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

2.13 Withdrawal of Proposals

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

2.14 Multiple Proposals

A vendor must not submit multiple responses in different forms and or scopes and cannot submit separate bids as a principal or subcontractor.

2.15 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. ThePRDoH 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 I: Terms for Filing a Review**](file:///C%3A%5CUsers%5C00jsr6%5CDownloads%5C2023-PRMP-POP-003%20-Amendment_1_Clean.docx#_Appendix_5:_Terms) of this RFP and shall be considered waived and invalid if the objection has not been submitted as instructed in **Attachment I.**

3. Statement of Work (SOW)

3.1 Services Required

The Cyber Security vendor will be responsible for protecting digital systems, networks, and data from unauthorized access, malware, and other cyber threats. It includes threat detection and prevention, vulnerability management, incident response, and security consulting. The Cyber Security vendor must:

* Understand the specific requirements and regulations applicable to Medicaid Programs, should conduct comprehensive security assessments, including vulnerability assessments and penetration testing, to identify and address any weaknesses or vulnerabilities in the Medicaid systems and infrastructure.
* Have robust privacy and data protection measures in place to safeguard Medicaid beneficiaries protected health information (PHI) and other sensitive data. These includes implementing appropriate data encryption, access controls and data breach response protocols.
* Have an established incident response plan to detect, respond and mitigate any security incidents breaches. It should be capable of fulfilling reporting requirements to Medicaid authorities and other relevant entities as per regulations.
* Have expertise in compliance with standards, this may include the following standards such as the National Institute of Standards and technology (NIST) Cybersecurity Framework or other relevant industry best practices.
* Have mechanisms in place for continuous monitoring and auditing of security controls, systems, and processes to ensure compliance and identify any potential security risks or issues.

The vendor must use their knowledge and expertise to lead PRMP in the development and compliance with the following areas:

* Cyber Security standard operation procedures development and maintenance.
* HIPPA security and Privacy Rules updates.
* Cyber Security federal guidelines and requirements.
* Cyber Security compliance requirements.
* ATC submission guidance and oversight.
* Manage Cyber Security annual training compliance.
* Identity management and access control.
* Account inactivity monitoring
* Session inactivity monitoring
* Role assignments to each system user
* Visitor log monitoring
* System boundary monitoring
* Vendor Security.
* Cyber Security Automation and monitoring.
* Data quality protection management.
* Cyber Security communication and awareness.
* Cyber Security testing.
* Multi-vendor security coordination and management.
* MARS-E Controls.
* NIST Cybersecurity Framework.

**3.2. Cyber Security:**

**3.2.1. Standard Operation and Procedures development and maintenance**

Developing and maintaining standard operations and procedures (SOPs) is an essential aspect of establishing effective cyber security practices within PRMP organization. SOPs provide guidelines, processes, and instructions to ensure consistent and secure operations.

The Cyber Security Vendor will support PRMP by assessing the specific needs and requirements of PRMP cyber security operations, will define objectives to determine what specific outcomes or goals PRMP wants to achieve, identify stakeholders, collect relevant information of the best practices and industry standards related to each area of focus.

**3.2.2. HIPPA security and Privacy Rules updates**

The Cyber Security vendor will maintain PRMP updated with the Health Insurance Portability and Accountability Act (HIPAA) security and privacy rules.

**3.2.3. Cyber Security federal guidelines and requirements**

The Cyber Security vendor will maintain PRMP updated of the several guidelines and requirements that exists in the United States to address cyber security and data protection. Some of the key ones are:

* NIST Cyber Security Framework
* Federal Information Security Modernization Act (FISMA)
* Federal Risk and Authorization Management Program (FedRAMP)
* Health Insurance Portability and Accountability Act (HIPAA)

**3.2.4. Cyber Security compliance requirements**

The Cyber Security vendor will maintain PRMP updated in the cyber security compliance requirements. These compliance requirements vary depending on the state and federal regulations that govern the program. Some Medicaid key compliance requirements are:

* Health Insurance Portability and Accountability Act (HIPAA)
* Centers for Medicare and Medicaid Services (CMS) Information Security and Privacy Program.
* Medicaid Management Information Systems (MMIS) Security
* State-Specific Regulations
* National Institute of Standards and Technology (NIST) Framework
* Security Risk Assessment

**3.2.5. Assisted Technology Services (ATC) submission guidance and oversight.**

The Cyber Security vendor will support PRMP with guidance in the processes and procedures for submitting requests for assistive technology devices, equipment, or services within the Medicaid program.

* Define the Cybersecurity requirements.
* Include security questionnaires.
* Vendor security assessments.
* Proposal evaluation.
* Contractual security requirements.
* Security audits and compliance.
* Ongoing monitoring and reporting.
* Change management and patching.
* Incident response coordination.
* Vendor relationship management.

**3.2.6 Cyber Security annual training and compliance**

Medicaid programs are subject to various cyber security requirements to ensure the protection of sensitive health information. As part of these requirements, annual training and compliance activities play a crucial role in maintaining a strong cyber security posture. The training and compliance must include:

* Training programs
* Security awareness training
* Compliance with policies and procedures
* Incident response training
* Regulatory compliance review
* Risk assessment and mitigation
* Ongoing monitoring and reporting

**3.2.7. Identity management and access control**

Identity management and access control are critical components of cyber security within Medicaid programs. These measures help ensure that only authorized individuals can access sensitive Medicaid data and systems. The Cyber Security vendor will support PRMP by providing:

* User identity and Authentication
* User Provisioning and Role-Based Access Control (RBAC)
* Access Control Policies and Enforcement
* Least Privilege Principal
* Identity and Access Management (IAM)
* Auditing and Monitoring
* Periodic access reviews.

**3.2.8. Session inactivity monitoring**

Session inactivity monitoring helps detect and address potential security risks associated with idle user sessions. It enhances Medicaid security posture by reducing the risk of unauthorized access to idle sessions and mitigation potential threats associated with user inactivity.

* Session tracking
* Inactivity threshold
* Detection of inactive sessions
* Session timeout and automatic logout
* Risk assessment
* Logging and reporting
* User awareness and training

**3.2.9. Account inactivity monitoring**

Account inactivity monitoring is an essential component of cyber security practices to detect and address potential security risks. It involves monitoring and identifying accounts that have been inactive or unused for an extended period.

* The Cyber Security vendor will support PRMP by:
* Identifying the inactive accounts
* Timeframe for inactivity
* Account status review
* Risk assessment of inactive accounts
* Account management actions:
* Account suspension or deactivation
* Account review and authorization
* Account removal
* Logging and reporting

**3.2.10. Role assignments to each system user**

In Medicaid programs, role assignments to system users play a vital role in maintaining proper access controls and ensuring that users have appropriate levels of access based on their responsibilities. The Cyber Security vendor will support PRMP by:

* Role Based access control (RBAC)
* Role definition
* Role mapping
* Role assignment process
* Access request and approval
* Periodic review and revalidation
* Separation of duties
* Auditing and monitoring

**3.2.11. Visitor log monitoring**

By implementing visitor log monitoring, PRMP can enhance the security of their digital systems, detect potential threats or unauthorized activities, and ensure compliance with industry regulations. It provides visibility into user interactions, assists in incident response and aids in investigations, when necessary. The Cyber Security vendor will support PRMP with the following aspects:

* User authentication and authorization
* Audit logs
* User behavior analysis
* Incident response
* Compliance and regulatory requirements

**3.2.12 System boundary monitoring**

For PRMP is very important to detect promptly and respond to potential security threats or breaches. These will allow PRMP to take proactive measures to protect the systems, data, and sensitive information from unauthorize access or compromise. The Cyber Security vendor will support PRMP by focusing in:

* Network perimeters
* User access points
* Data transfers
* Third party integrations

**3.2.13 Vendor Security**

Vendor security involves managing and mitigating the cybersecurity risks associated with working with external vendors.

The Cyber Security vendor will support PRMP by implementing an effective cyber vendor security practice. That way PRMP will minimize the risks associated with working with external vendors and protect PRMP own cybersecurity. Vendor security ensures that vendors meet the necessary security standards, maintain data confidentiality, integrity and align with PRMP overall security objectives.

* Vendor risk management
* Contractual requirements
* Due diligence
* Security controls and monitoring
* Ongoing vendor management
* Employee training and awareness

**3.2.14 Cyber Security Automation and monitoring**

Cyber security automation and monitoring is a crucial role in enhancing PRMP ability to detect, respond to and mitigate threats efficiently.

The Cyber Security vendor will support PRMP with:

* Network monitoring
* Endpoint monitoring
* Application monitoring
* User activity monitoring
* Threat activity monitoring

**3.2.15 Data Quality protection Management**

The Cyber Security vendor will support PRMP by implementing measures and processes to ensure the accuracy, integrity, and security of data within the organization.

The Cyber Security vendor will support PRMP with:

* Data governance
* Data classification and categorization
* Data quality assessment
* Access control and authentication
* Data encryption and anonymization
* Data backup and recovery
* Security incident response
* Employee training and awareness

**3.2.16 Cyber Security communication and awareness**

Cyber Security communication and awareness is a crucial component of a comprehensive cybersecurity strategy within PRMP. It involves effectively communicating and educating employees and stakeholders about cyber security threats, best practices, and the importance of maintaining a secure digital environment.

The Cyber Security vendor will support PRMP with:

* Training and education
* Communicating policies and procedures
* Incident reporting
* Communicating Security updates and reminders
* Education about phishing emails
* Encourage employees in cybersecurity initiatives
* Executive support

**3.2.17 Cyber Security Testing**

The goal with the Cyber Security Testing is to proactively identify and address security flaws to strengthen the defenses and improve our overall security posture. It should be performed regularly and in a controlled matter to minimize the potential impact in operations.

The Cyber Security vendor will support PRMP:

* Vulnerability assessment
* Penetration testing
* Web application security testing
* Wireless network security testing
* Social engineering testing

**3.2.18 Multi-vendor security coordination and management**

Multivendor security coordination and management is important to PRMP. It requires effective planning, communication, and oversight to ensure the smooth integration and operation of various security solutions from different vendors.

The Cyber Security vendor will support PRMP with:

* Clear security objectives
* Vendor selection and relationships
* Integration planning
* Coordinated implementation
* Centralized management console
* Standardized security policies
* Regular communication and reporting
* Performance monitoring and evaluation
* Incident response and support
* Vendor review and assessment
	+ 1. **MARS-E Controls**

The Cybersecurity vendor will assist Medicaid with MARS-E (Medicaid Information Technology Architecture (MITA) Assessment and Review) controls in several ways:

-Risk Assessment and Compliance
-Security Solutions Implementation
-Security Awareness Training
-Compliance Reporting
-Policy and Procedure Development

* + 1. **NIST Cybersecurity Framework**

The Cybersecurity vendor will support Medicaid in implementing the NIST (National Institute of Standards and Technology) Cybersecurity Framework in various ways:

-Assessment and Gap Analysis
-Framework Implementation
-Risk Management
-Security Technology Deployment

-Updates and Maintenance

4. Required Terms and Conditions

A draft contract is provided in [**Appendix 4: Proforma Contract Draft**,](#_Appendix_4:_Proforma) and it details PRMP’s non-negotiable terms and conditions, including tax requirements with which the selected vendor must comply in Puerto Rico, as well as:

* Scope of Service
* Contract Period
* Payment Terms

The Proforma contract represents an example of the contract document that the successful vendor must sign.

5. Evaluation of Proposals

5.1 Evaluation Process

Proposals that comply with all requirements will be evaluated by a PRDoH appointed panel, according to a weight/score method. Proposals will be initially screened by the PRMP Procurement Office to assess whether the proposal meets or exceeds the Mandatory Requirements listed in **Attachment E: Mandatory Requirements**. Proposals passing the initial review will then be eligible to be evaluated and scored by the members of the Evaluation Committee.

Proposals will be evaluated in two (2) parts by a committee of five (5) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. Each technical proposal will be evaluated and scored by members of the committee at an individual level, followed by group sessions where members shall reach a consensus score. A final session will be held where technical scores will be compared and attested by the committee. This session is followed by the addition of the cost proposal (scored provided by formula).

At this point, the recommendation for award should be made in favor of the proposal with the highest score. Nevertheless, if members of the committee reach a consensus that an unproportional cost advantage entitles a proposal to the highest combined score, members could vote in favor of recommending the award to be given to the proposal that represents the best interests and value for PRMP, the PRDoH and the Commonwealth of Puerto Rico. This determination must be explained and documented.

5.2 Evaluation Criteria

Proposals passing the initial review will be eligible to be evaluated and scored across five (5) global criteria, with each receiving a percentage of the overall total (1,050) points if oral presentations are requested. The technical evaluation will be based upon the point allocations designated below for a total of 750 of the 1,000 points. Cost represents 300 of the 1,050 total points.

If oral presentations are not held, the technical evaluation will be based upon the point allocations of the remainder of the criteria for a total of 700 of 1,000 total points. Cost will remain 300 of the 1,000 total points.

**Table 3: Scoring Allocations**

| **Scoring Area** | **Points Allocated** |
| --- | --- |
| **Global Criterion 1**: Vendor Qualifications and Experience | 150 Points Possible |
| **Global Criterion 2**: Organization and Staffing | 250 Points Possible |
| **Global Criterion 3**: Approach to Statement of Work | 300 Points Possible |
| **Global Criterion 4**: Orals Presentations (If Held) | 50 Points Possible |
| **Global Criterion 5**: Cost Proposal | 300 Points Possible |
| **Total Points Possible if Oral Presentations are Requested** | **1,050 Points** |
| **Total Points Possible if No Oral Presentations are Requested** | **1,000 Points** |

5.3 Rejection of Proposals

Subject to applicable laws and regulations, PRMP reserves the right to reject, at its sole discretion, any or all responses. PRMP will reject any response that does not meet the mandatory requirements listed in **Attachment E: Mandatory Requirements**.

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

5.4 Clarifications and Corrections

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

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

5.5 Failure to Meet Mandatory Requirements

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

5.6 Technical Bid Opening and Evaluation

The evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to PRMP. Technical proposals will be posted for public inspection after technical and cost evaluations are complete, and the Notice of Award has been posted.

5.7 Cost Bid Opening and Evaluation

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

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

Cost Proposals will be scored according to the following formula:

|  |  |  |
| --- | --- | --- |
| lowest offeror’s cost | X | the maximum number of cost points available |
| the offeror’s cost being scored |

1. Requests for More Information

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

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

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

**Puerto Rico Department of Health**

**Medicaid Program**

**268 Luis Muñoz Rivera Ave.**

**World Plaza – 5th Floor (Suite 501)**

**San Juan, Puerto Rico 00918**

The vendor should be prepared to coordinate any connectivity needs for its oral presentation before the oral presentation, if required.

1. Reference Checks

PRMP may conduct reference checks to verify and validate the past performance of the vendor and its proposed subcontractors. Refer to [**Attachment C: Vendor Qualifications and Experience**](#_Attachment_C:_Vendor) for the list of vendor references.

1. Award of Contract

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

* 1. Clarifications and Negotiations

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

* 1. Cost Negotiations

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

* 1. Contract Negotiations

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

 8.4 Failure to Negotiate

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

 8.5 Contract Award Process

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

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

The vendor identified in the Notice of Award must sign a contract drawn by PRMP pursuant to this RFP. The contract shall be similar to that detailed within [**Appendix 4: Proforma Contract Draft**](#_Appendix_4:_Proforma). The vendor must sign the contract by the contract signature deadline, that will be established by PRMP***.*** If the vendor fails to provide the signed contract by this deadline, PRMP may determine that the vendor is non-responsive to this RFP and reject the response.

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

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

8.6 Contract Approval and Contract Payments

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

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

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

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

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

 8.7 Performance

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

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

The Service-Level Agreements (SLAs) and Performance Standards contained herein cover the SOW stipulated in this RFP and the resulting Contract. The vendor should consistently meet or exceed performance specifications classified as SLAs between the vendor and PRMP, and are subject to specific requirements, identified in [**Appendix 1: Service Level Agreements (SLAs) and Performance Standards.**](#_Appendix_2:_Service)This section of the RFP contains expectations related to SLAs and implications of meeting versus failing to meet the SLAs, as applicable. In addition, this section contains minimum service levels required for the duration of the Contract.

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

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

* 1. Travel

PRDoH will not compensate the Vendor for expenses related to travel, lodging, or meals.

* 1. Facilities Access

PRDoH will provide the Cyber Security vendor with one cubicle.

1. Attachments

Attachment A: Cost Proposal

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

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

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

The vendor must also provide a rate card (provided in the Cost Workbook) that will be used as a basis for assignment of additional Cyber Security services.

Vendors should note that PRMP’s goal is to compare the total cost to deliver the scopes of work that may result from the contract awarded from this RFP. Therefore, all Cost Proposals will be evaluated based on a proposed cost and average hourly cost basis.

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

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

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

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

1. **Title Page**

The vendor should include a title page stating the vendor’s intent to bid for this RFP. The vendor’s response should include a Title Page; Table of Contents; Executive Summary; and vendor contact and location information.

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| Name |   | Phone |   |
| Address |   | Fax |   |
|   |   | Email |   |

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

In addition to providing a signature to ***Section 6.5: Disclosure of Proposal Contents*** in the RFP, failure to sign the Submission Cover Sheet or signing it with a false statement shall void the submitted response or any resulting contracts.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Original signature** of Signatory Authorized to Legally Bind the Company / **Date**

|  |  |
| --- | --- |
| Name (Typed or Printed) |   |
| Title |   |
| Company Name |   |
| Physical Address |  |
|  |
| State of Incorporation |  |

**By signature hereon, the vendor certifies that:**

1. All statements and information prepared and submitted in response to this RFP are current, complete, and accurate.
2. The vendor’s response meets the requirement of this RFP.
3. The vendor will comply with all federal and Commonwealth laws, rules, and regulations that are in force currently or anytime during the term of a resulting contract.
4. The vendor acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of Puerto Rico. PRMP will hold “confidential” all response information, including both technical and cost information, during the evaluation process, except for the questions and answers before the submittal of proposals. All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded in accordance with the laws of Puerto Rico.
5. The company represented here is an authorized dealer in good standing of the products and services included in this response.
6. The vendor, any subcontracting partners, and its proposed resources are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; are in compliance with the Commonwealth’s statutes and rules relating to procurement; and are not listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://sam.gov/content/home>.
7. Prior to the award, the vendor affirms it will have all current approvals, licenses, or other qualifications needed to conduct business in Puerto Rico.
8. **Vendor Information**

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

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

**2.1** **Payment Address**

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

**Table 4: Payment Information**

| **Payment Information:** |
| --- |
| Name: |   | Title: |   |
| Address: |   |
| City, State, and Zip Code: |   |
| Phone: |   | Fax: |   |
| Email: |   |

**2.2** **Legal Notice Address**

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

**Table 5: Legal Notice Information**

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

1. **Executive Summary**

This section should be a brief (one [1] to three [3] page) summary of the key aspects of the vendor’s Technical Proposal. The Executive Summary should include an overview of the vendor’s qualifications, approach to delivering the goods and services described in the RFP; time frame for delivering the goods and services; the proposed team; and the key advantage(s) of the vendor’s proposal to PRMP.

<Response>

1. **Subcontractor Letters (If Applicable)**

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

* The subcontractor’s legal status, federal tax identification number, DUNS number, and principal place of business address.
* The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations.
* A description of the work the subcontractor will perform.
* A statement of the subcontractor’s commitment to performing the work if the vendor is selected.
* A statement that the subcontractor has read and understands the RFP and will comply with the requirements of the RFP.
* A statement that the subcontractor will maintain any permits, licenses, and certifications requirements to perform its portion of the work.

<Response>

1. **Table of Contents**

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

<Response>

1. **Disclosure of Response Contents**

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

All materials submitted to PRMP in response to this RFP shall become the property of the Government of Puerto Rico. Selection or rejection of a response does not affect this right. By submitting a response, a vendor acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of Puerto Rico. If a vendor determines there is a “Trade Secret” contained in the proposal, the vendor must send a written notification to the Solicitation Coordinator when submitting the proposal to prevent public disclosure of the “Trade Secret.” A redacted version of the technical proposal must be provided to PRMP at the time of proposal submission if there are “trade secrets” the proposing Vendor wishes to not be made public.

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

Upon completion of response evaluations, indicated by public release of a Notice of Award, the responses, and associated materials will be open for review on the website or at an alternative location as defined by PRMP. Any trade secrets notified by the vendor to the Solicitation Coordinator will be excluded from public release.

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

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

Attachment C: Vendor Qualifications and Experience

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

1. **Organization Overview**

This section of the vendor’s Technical Proposal should include details of the vendor and subcontractor overview. **The vendor’s Technical Proposal should include:**

* Organization overview,
* Corporate background,
* Vendor’s experience in the public sector,
* Certifications.
	1. **Organization Overview**

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

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

**Table 6: Vendor Overview**

| **Vendor Overview** |
| --- |
| Company Name | <Response> |
| Name of Parent Company(If Applicable) | <Response> |
| Industry(North American Industry Classification System [NAICS]) | <Response> |
| Type of Legal Entity | <Response> |
| Company Ownership(e.g., Private/Public, Joint Venture) | <Response> |
| Number of Full-Time Employees | <Response> |
| Last Fiscal Year Company Revenue | <Response> |
| Last Fiscal Year Company Net Income | <Response> |
| Percentage of Revenue from State and Local Government Clients in the United States and its territories | <Response> |
| Percentage of Revenue from IT Design and Implementation Services | <Response> |
| Number of Years in Business | <Response> |
| Number of Years Vendor has been Providing the Type of Services Specified in the RFP | <Response> |
| Number of Employees Providing the Type of Services Specified in the RFP | <Response> |
| Headquarters in the United States | <Response> |
| Locations in the United States | <Response> |

* 1. **Subcontractor Overview (If Applicable)**

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

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

**Table 7: Subcontractor Overview**

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

1. **Mandatory Qualifications**

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

**Table 8: Mandatory Qualifications**

| **Mandatory Qualification Item(s)** | **Vendor Meets?** | **Provide A Brief Narrative to Demonstrate Fulfillment of Requirement** |
| --- | --- | --- |
| The vendor must have at least three (3) years of experience in establishing and maintaining an office of similar size, scope, and complexity as described in this RFP. | **YES**  | **NO**  | <Response> |
| The vendor must demonstrate at least three (3) years’ experience in Medicaid and CMS.  | **YES**  | **NO**  | <Response> |
| The vendor must include at least three (3) references from Cyber Security services within the last three (3) years that demonstrate the vendor’s ability to perform the scope of work described in the RFP. Vendors may only use one (1) reference per client.  | **YES**  | **NO**  | <Response> |

1. **Existing Business Relationships with Puerto Rico**

Describe any existing or recent (within the last three [3] years) business relationships the vendor or any of its affiliates or proposed subcontractors have with PRMP, and/or Puerto Rico’s municipalities.

<Response>

1. **Business Disputes**

Provide details of any disciplinary actions and denote any that are pending litigation or Terminated for Cause or Convenience and associated reasons. Also, denote any other administrative actions taken by any jurisdiction or person against the vendor. List and summarize all judicial or administrative proceedings involving your sourcing activities, claims of unlawful employment discrimination, and anti-trust suits in which you have been a party within the last five (5) years. If the vendor is a subsidiary, submit information of all parent companies. If the vendor uses subcontractors, associated companies, or consultants that will be involved in the service areas, each of these entities will submit this information as part of the response.

<Response>

1. **References**

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

* 1. **Vendor (Prime) References Form**

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

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

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

**Table 9: Vendor References**

| **Vendor Information** |
| --- |
| **Vendor Name:** | Contact Name: |  |
| Contact Phone: |  |
| **Customer Information** |
| **Customer Organization:**  | Contact Name: |  |
| Contact Title: |  |
| **Customer Address:** | Contact Phone: |  |
| Contact Email: |  |
| **Client Information** |
| **Total Vendor Staff:** |  |
| **Client Objectives:** |
| **Services Description:** |
| **Vendor’s Involvement:** |
| **Services Benefits:** |
| **Key Personnel** |
| Name: (Add more rows as needed) | Role: (Add more rows as needed) |
| Name: (Add more rows as needed) | Role: (Add more rows as needed) |
|  |
| If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities: |

* 1. **Subcontractor References (If Applicable)**

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

**Table 10: Subcontractor References**

| **Subcontractor Information** |
| --- |
| **Vendor Name:** | Contact Name: |  |
| Contact Phone: |  |
| **Customer Information** |
| **Customer Organization:** | Contact Name: |  |
| Contact Title: |  |
| **Customer Address:** | Contact Phone: |  |
| Contact Email: |  |
| **Client Information** |
| **Total Vendor Staff:** |  |
| **Client Objectives:** |
| **Service Description:** |
| **Vendor’s Involvement:** |
| **Service Benefits:** |
| **Key Personnel** |
| Name: (Add more rows as needed) | Role: (Add more rows as needed) |
| Name: (Add more rows as needed) | Role: (Add more rows as needed) |
|  |
| If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities: |

Attachment D: Organization and Staffing

This section will provide instructions to vendors to submit their overall approach to staffing the Service Areas using [**Attachment D: Organization and Staffing**](#_Attachment_D:_Project).

**Instructions:** Staffing strategies are to be employed by the vendor to help ensure all requirements and service levels are met to the satisfaction of PRMP. The evaluation of the vendor’s staffing approach shall be based on the ability of the vendor to satisfy the requirements stated in this RFP. Therefore, the vendor should present detailed information regarding the qualifications, experience, and expertise of the proposed staff and an Initial Staffing Plan.

For ease of formatting and evaluation, [**Attachment D: Organization and Staffing**](#_Attachment_D:_Project)provides the required outline for the vendor’s response to staffing. The vendor’s response to the following should not exceed 25 pages, excluding key personnel resumes and the forms provided in this attachment.

Please refer to [**Appendix 3: Staff Qualifications, Experience, and Responsibilities**](#_Appendix_3:_Staff) of the RFP for the details pertaining to staff qualifications, experience, and responsibilities.

1. **Initial Staffing Plan**

As part of the vendor’s bid response, the vendor should provide an Initial Staffing Plan. In addition to the requirements described in [**Attachment E: Mandatory Requirements**](#_Attachment_F:_Mandatory) the vendor’s narrative description of its proposed Initial Staffing Plan should include the following:

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

<Response>

1. **Use of PRMP Staff**

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

* The key PRMP roles necessary to support Service Areas deliverables and scope of work.
* The nature and extent of PRMP support required in terms of staff roles and percentage of time available.
* Assistance from PRMP staff and the experience and qualification levels of required staffing.

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

<Response>

1. **Key Staff, Resumes, and References**

Key staff consist of the vendor’s core team for these services. These resources are responsible for providing leadership and creating the standards and processes required for the various assignments the Cyber Security vendor will help support. Resumes for key staff named in the vendor proposal should indicate the staff’s role and demonstrate how each staff member’s experience and qualifications will contribute to this contract’s success.

Due to the nature of the work, PRMP is requesting a scaled staffing approach so that Cyber Security staffing levels can easily flex in accordance with short and long-term assignments needs.

The Cyber Security vendor must staff each assignment with at least one (1) resource who must be fluent inboth **Spanish and English**. Additional qualifications, experience, and responsibilities for each key staff role are defined in [**Appendix 3: Staff Qualifications, Experience, and Responsibilities**](#_Appendix_3:_Staff).

**3.1** **Resumes**

PRMP considers the staff resumes (especially key staff) as a key indicator of the vendor’s understanding of the skill sets required for each staffing area and their ability to perform them. The vendor should complete the table below and include resumes of all the individuals who are being initially proposed**.** Each resume must not exceed three (3) pages and must demonstrate experience relevant to the position proposed. If applicable, resumes should include work on assignments cited under the vendor’s corporate experience, and the specific functions performed on such service areas. Copies of diplomas, licenses, and credentials are encouraged but are not required, and are not subject to the 3-page limit. Clearly identify which of the staff listed are designated as key staff.

**Table 11: Proposed Staff and Roles**

| **Name** | **Proposed Role** | **Experience in Proposed Role** |
| --- | --- | --- |
|   |   |   |
|   |   |   |
|   |   |   |
|   |   |   |

<Response>

**3.2** **Key Staff References**

The vendor should provide two (2) references for each proposed key staff. The reference should be able to confirm that the staff has successfully demonstrated performing tasks commensurate to the tasks they will perform for the assignments in each Service Areas.

The name of the person to be contacted, phone number, client name, address, a brief description of work, and date (month and year) of employment should be given for each reference. These references should be able to attest to the candidate’s specific qualifications. The reference given should be a person within a client’s organization and not a co-worker or a contact within the vendor’s organization. PRMP may contact one or more of the references given and the reference should be aware that PRMP may contact them for this purpose.

Vendors should use the format provided in the table below. Please repeat the rows and tables as necessary.

**Table 12: Key Staff References**

|  |
| --- |
| **Key Personnel Reference Form** |
| **Key Personnel Name:** |   | **Proposed Role:** |   |
| **Reference 1** |
| **Client Name:** |  | **Client Address:** |  |
| **Contact Name:** |  | **Contact Title:** |  |
| **Contact Phone:** |  | **Contact Email:** |  |
| **Client Name:** | **Start Date:** | **MM/YYYY** | **End Date:** | **MM/YYYY** |
| **Service Description:** |
| **Service Role and Responsibilities:** |
| **Reference 2** |
| **Client Name:** |  | **Client Address:** |  |
| **Contact Name:** |  | **Contact Title:** |  |
| **Contact Phone:** |  | **Contact Email:** |  |
| **Client Name:** | **Start Date:** | **MM/YYYY** | **End Date:** | **MM/YYYY** |
| **Service Description:** |
| **Service Role and Responsibilities:** |
| **Reference 3** |
| **Client Name:** |  | **Client Address:** |  |
| **Contact Name:** |  | **Contact Title:** |  |
| **Contact Phone:** |  | **Contact Email:** |  |
|  **Name:** | **Start Date:** | **MM/YYYY** | **End Date:** | **MM/YYYY** |
| **Service Description:** |
| **Service Role and Responsibilities:** |

Attachment E: Mandatory Requirements

This section will provide instructions to vendors to respond to mandatory requirements as an attachment titled [**Attachment E: Mandatory Requirements**.](#_Attachment_E:_Mandatory)

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

1. The vendor must provide the right of access to systems, facilities, data, and documentation to PRMP or its designee to conduct audits and inspections as is necessary.
2. The vendor must support PRMP’s requests for information in response to activities including, but not limited to:
	1. Compliance audits
	2. Investigations
	3. Legislative requests
3. The vendor must provide authorization from a parent, affiliate, or subsidiary organization for the PRMP to have access to its records if such a relationship exists that impacts the vendor’s performance under the proposed contract.
4. The vendor must agree to comply with current and future PRMP, and federal regulations as is necessary to support this RFP.
5. The vendor must help ensure that all applications inclusive of internet, intranet, and extranet applications associated with this contract are compliant with Section 508 of the Rehabilitation Act of 1973, as amended by 29 United States Code (U.S.C.) §794d, and 36 Code of Federal Regulation (CFR) 1194.21 and 36 CFR 1194.22.
6. The vendor must perform according to approved SLAs and identified KPIs with associated metrics in the areas listed in **Appendix 1: Service-Level Agreements and Performance Standards.**
7. The vendor must initially submit and then update deliverables as detailed within the RFP, as is necessary for the assignment’s success, and at the request of PRMP.
8. The vendor must submit updated deliverables for PRMP’s approval based on the Schedule and Work Plan.
9. The vendor must provide a drug-free workplace, and individuals must not engage in the unlawful manufacture, distribution, dispensation, possession, abuse, or use of a controlled substance in the performance of the contract. (Drug-Free Workplace Act of 1988)
10. The vendor must comply with federal Executive Order 11246 related to Equal Employment Opportunity Act, the Clean Air Act, and the Clean Water Act.
11. The vendor must perform all work associated with this contract within the continental United States (U.S.) or U.S. Territories.
12. The vendor must serve as a trusted partner to PRMP and represent PRMP’s interests in all activities performed under the resulting contract.
13. The vendor must serve as a trusted partner to MES Vendors in alignment with the requirements set forth in this RFP.
14. The vendor must, at a minimum, include the standard invoice package contents for PRMP, including, but not limited to:
	1. An authorized representative of the contracted party must sign an itemized description of services rendered for the invoice period. Additionally, the vendor must include a written certification stating that no officer or employee of PRMP, its subsidiaries, or affiliates, will derive or obtain any benefit or profit of any kind from this vendor’s contract. Invoices that do not include this certification will not be paid.
	2. Provide PRMP with a summary, for time and materials related costs, of hours for services rendered inside and outside Puerto Rico as well as outside Puerto Rico for each vendor resource.
	3. Provide PRMP with a list of all deliverables and services completed within an invoice period, as well as evidence that the PRMP has accepted and approved the work.
	4. Provide PRMP with three (3) physical and one (1) electronic invoice packages in support of the PRMP’s review and approval of each invoice.
		1. Invoice Package #1 – Original Signature
		2. Invoice Packages #2 - #3 – Hard Copy
		3. Invoice Package #4 – Electronic
15. The vendor must use industry-standard Program Management standards, methodologies, and processes to help ensure the assignments are delivered on time, within scope, within budget, and in accordance with PRMP’s quality expectations. PRMP utilizes the Program Management Institute® (PMI®) Program Management Body of Knowledge (PMBOK®) methodology.
16. The vendor must provide increased staffing levels if requirements, timelines, quality, or other standards are not being met, based solely on the discretion of and without additional cost to PRMP. In making this determination, PRMP will evaluate whether the vendor is meeting deliverable dates, producing quality materials, consistently maintaining high quality and production rates, and meeting RFP standards without significant rework or revision.
17. The vendor must agree that PRMP retains ownership of all data, procedures, applications, licenses, and materials procured or developed during the contract period.
18. The vendor must provide evidence that staff have completed all necessary forms prior to executing work for the contract.
19. The vendor staff must not have the capability to access, edit, and share personal information data, with unauthorized solution users, including but not limited to:
20. Protected Health Information (PHI)
21. Personally Identifiable Information (PII)
22. Financial Transaction Information (FTI)
23. Social Security Administration (SSA) data including, but not limited to family, friends, and acquaintance information.

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

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

Attachment F: Response to Statement of Work

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

**Instructions:** The responses to each part of the statement of work are required as part of the submitted proposal. Responses will be scored as part of the Technical Proposal Evaluation. The vendor may also include images or diagrams for each response.

**Approach to Scope and Requirements**

**Please describe in narrative form how your organization will meet the following requirements (a-g):**

* 1. Describe the vendor’s capabilities, knowledge and experience performing the services described in the **Statement of Work** of this RFP.

<Response>

* 1. What specific security certifications and compliance standards does the organization adhere to, such as HIPPA, NIST, and others?

<Response>

* 1. Describe your knowledge and experience with executing the possible assignments included in the Statement of Work.

<Response>

* 1. Describe the vendor’s approach toward building relationships and collaborating with PRMP and PRMP staff.

<Response>

* 1. Describe your capabilities, knowledge and experience with assisting agencies/organizations with the services requested in this RFP.

<Response>

* 1. Describe the overall approach and plan for assessing PRMP, programs and processes, including an illustration of the timeline with key activities, deliverables and milestones that includes the anticipated resource allocations by labor category that will support the proposed plan.

<Response>

* 1. Describe in detail your Cyber Security experience with tools and processes. Provide recommendations for Cyber Security tools and how they could be used in PRMP.

<Response>

1. **Please describe the vendor’s knowledge and experience for each section (a-o):**
2. Cyber Security standard operation procedures development and maintenance.
3. HIPPA security and Privacy Rules updates.
4. Cyber Security federal guidelines and requirements.
5. Cyber Security compliance requirements.
6. ATC submission guidance and oversight.
7. Manage Cyber Security annual training compliance.
8. Identity management and access control.
* Account inactivity monitoring.
* Session inactivity monitoring.
* Role assignments to each system user.
* Visitor log monitoring.
* System boundary monitoring.
1. Vendor Security.
2. Cyber Security Automation and monitoring.
3. Data quality protection management.
4. Cyber Security communication and awareness.
5. Cyber Security testing.
6. Multi-vendor security coordination and management.
7. MARS-E Controls
8. NIST Cybersecurity Framework
9. **Describe the anticipated deliverables for each section and how your team will perform the work involved toward meeting the requirements in the following Areas:**
10. Cyber Security standard operation procedures development and maintenance.
11. HIPPA security and Privacy Rules updates.
12. Cyber Security federal guidelines and requirements.
13. Cyber Security compliance requirements.
14. ATC submission guidance and oversight.
15. Cyber Security annual training compliance.
16. Identity management and access control.
* Account inactivity monitoring.
* Session inactivity monitoring.
* Role assignments to each system user.
* Visitor log monitoring.
* System boundary monitoring.
1. Vendor Security.
2. Cyber Security Automation and monitoring.
3. Data quality protection management.
4. Cyber Security communication and awareness.
5. Cyber Security testing.
6. Multi-vendor security coordination and management.
7. MARS-E Controls
8. NIST Cybersecurity Framework
9. **Please describe in narrative form how your organization will meet the following Staffing requirements:**
	1. Provide the names of the proposed staff for the Cyber Security Service, including their qualifications and experience. Describe how the proposed staff are best suited to meet the requirements of this RFP.

<Response>

* 1. Describe how staff will be identified, recruited, and supported by the vendor.

<Response>

* 1. Describe how the proposed staff will understand their roles and responsibilities based on the requirements described in this RFP.

<Response>

* 1. Describe how backup staff will be designated.

<Response>

* 1. Describe how continuity of responsibilities will occur if a staff member needs to be replaced.

<Response>

* 1. Describe the management structure, staff management process and how talent management support will be provided.

<Response>

* 1. In the event a staff remediation plan is requested by the Department, describe how you will provide oversite and manage the remediation plan.

<Response>

1. **Please describe in narrative form how your organization will meet the following requirements:**
	1. Describe what you believe will be the most effective approach to managing the entire contract.

<Response>

* 1. Describe how SLA will be monitored and reported.

<Response>

* 1. Describe how staffing/resource needs or changes will be managed.

<Response>

* 1. Describe how the Communication Plan will include all stakeholders, your approach to stakeholder analysis and how the communications will be managed.

<Response>

* 1. Describe the process for change requests.

<Response>

1. **Please describe in narrative form how your organization will meet the following Security requirements:**
	1. Describe how you will ensure all staff, including subcontractors, will protect sensitive data.

<Response>

* 1. Describe your incident response plan for cybersecurity breaches within the system. How quickly can you respond to and contain a security incident?

<Response>

* 1. Please outline the approach to risk assessment and vulnerability management in the context of Medicaid data. How frequently do you conduct risks assessments?

<Response>

* 1. Please detail the encryption methods and protocols to protect data in transit and at rest within Medicaid.

<Response>

* 1. How do you keep up to date with emerging threats and vulnerabilities in the healthcare sector, and what measures do you take to proactively protect against them?

<Response>

* 1. Provide information on your employee training and awareness programs regarding cybersecurity best practices and privacy protection.

<Response>

* 1. Describe how you will train staff to ensure they understand and observe requirements related to confidentiality included in this RFP.

<Response>

* 1. Describe the disaster recovery and business continuity plans. How quickly can you restore services in the event of a major security incident?

<Response>

* 1. Please outline your data retention and data disposal policies.

<Response>

* 1. Describe your processes if a security breach were to occur (as it relates to this RFP).

<Response>

1. **Please describe in narrative form how your organization will meet the following Transition requirements:**
	1. Describe the activities and methodology to be included in the Transition Plan.

<Response>

* 1. Describe the staff responsible for the transition.

<Response>

* 1. Describe your approach to maintaining the Documentation Repository during Transition.

<Response>

Attachment G: Terms and Conditions Response

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

1. **Title Page**

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

1. **RFP Terms and Conditions**

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

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

|  |  |
| --- | --- |
| * + - * 1. Printed Name / Signature of Authorized Personnel
 | * + - * 1. Date
 |

1. **Customary Terms and Conditions**

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

* **Appendix 1: Service-Level Agreements and Performance Standards**
* **Appendix 4: Proforma Contract Draft***inclusive of HIPAA Business Associate Agreement*

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

|  |  |
| --- | --- |
| Printed Name / Signature of Authorized Personnel | Date |

**If the vendor is NOT** **taking exceptions to any of PRMP Customary Terms and Conditions, then the vendor needs to provide a binding signature stipulating its acceptance of these documents. If the vendor is taking exceptions to any of PRMP Customary Terms and Conditions, then the vendor should write ‘Taking Exceptions’ on the line below and should follow the instructions for taking exceptions, as listed in Attachment G: Terms and Conditions Response, Section 6: Exceptions.**

|  |  |
| --- | --- |
| Printed Name / Signature of Authorized Personnel | Date |

1. **Mandatory Requirements and Terms**

The following items are Mandatory Terms and Documents. Please be advised, the vendor should provide its affirmative acceptance of these items in order to move forward with consideration under this RFP.

**Attachment E: Mandatory Requirements**

* Prior to the Contract resulting from this RFP is signed, the successful 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 Internal Revenue Unified System (SURI). PRMP shall not award a contract, unless the vendor provides proof of such registration or provides documentation from the Puerto Rico Treasury Department that the Contractor is exempt from this registration requirement in the SURI system. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For more information, please refer to the PR Treasury Department’s web site <http://www.hacienda.pr.gov>
* Prior to the Contract resulting from this RFP is signed, the successful vendor must provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in Puerto Rico. Each Certificate of Insurance shall indicate current insurance coverage meeting minimum requirements as specified by this RFP. A failure to provide a current Certificate of Insurance will be considered a material breach and grounds for contract termination. A list of the Insurance policies that may be included in this Contract are provided in **Appendix 4: Proforma Contract Draft**.
* **Appendix 1: Service-Level Agreements and Performance Standards**
* **Appendix 4: Proforma Contract Draft** inclusive of HIPAA Business Associate Agreement

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

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

|  |  |
| --- | --- |
| Printed Name / Signature of Authorized Personnel | Date |

1. **Commercial Materials**

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

<Response>

1. **Exceptions**

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

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

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

* The vendor may add additional tables, as appropriate.
* Do not submit vendor’s Standard Terms and Contracting Provisions in lieu of stipulating exceptions below.
* Making revisions to PRMP statutes and regulations is prohibited.
* PRMP has no obligation to accept any exception(s).

**6.1 Table 13: Exception #1 – <Insert Title of Provision>**

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

**6.2 Table 14: Exception #2 – <Insert Title of Provision>**

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

Attachment H: Outcomes Traceability Matrix (OTM)

See the attached Microsoft Excel file titled [Attachment H: Outcomes Traceability Matrix (OTM)](#_Attachment_F:_Outcomes)**.** Please review the following instructions:

1. The vendor must note compliance with each outcome and each outcome associated measure, metric, target setting, performance standard, and liquidated damage.
2. Vendor’s Disposition values are outlined below:
	1. **“Will Meet”**: The vendor agrees to meet the outcomes and each outcome associated measure, metric, target setting, performance standard, and liquidated damage. The vendor must respond with “Will Meet” for each outcome for the proposal to be considered responsive to the PRMP outcomes and be further evaluated.
	2. **“Will Not Meet”**: The vendor declines to meet the outcome and each outcome associated measure, metric, target setting, performance standard, and liquidated damage. If a vendor responds with “Will Not Meet” to one or more outcomes, the proposal will be considered non-responsive and may be disqualified per [Attachment E: Mandatory Specifications](#_Attachment_E:_Mandatory) **and** [5.4 Failure to Meet Mandatory Specifications.](#_Toc81983158)
	3. If a vendor responds with “Will Not Meet” to one or more outcome, the proposal will be considered non-responsive and may be disqualified per [Attachment E: Mandatory Specifications](#_Attachment_E:_Mandatory) **and** [5.4 Failure to Meet Mandatory Specifications.](#_Toc81983158)
3. All requirements must contain one of the values identified above. **Any outcome without a Vendor’s Disposition response value will be considered “Will Not Meet.”**
4. The vendor must provide the attachment, section, and page number(s) where their detailed narrative response for each outcome resides, providing the PRMP with a crosswalk and helping to ensure that each outcome specified in Attachment H is included in the vendor’s response.

Attachment I: 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. This form must be **hand delivered** in person or by courier to the following address:

Puerto Rico Department of Health

Office of Legal Affairs

Centro Médico Edificio A

Antiguo Hospital de Psiquiatría

San Juan PR 00936

This form, and any packaging that it is transmitted in, must clearly state on the outside of the package:

**Application for Administrative Review for: RFP number 2023-PRMP-CSS-005**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (respondent’s legal name) representing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (company), hereby apply for review of 2023-PRMP-CSS-005 awarded to \_\_\_\_\_\_\_\_\_\_\_ (entity), due to the following reasons:

Please explain and detail the reasons below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representative Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Appendices

Appendix 1: Service-Level Agreements (SLAs) and Performance Standards

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

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

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

**Table 15: SLAs At-a-Glance**

| **ID** | **SLA Name** |
| --- | --- |
| **SLA-001** | Deliverables |
| **SLA-002** | Turnover |
| **SLA-003** | Turnover Documentation |
| **SLA-004** | Email Triage and Acknowledgment |
| **SLA-005** | Key Staff |
| **SLA-006** | Key Staff Replacement |
| **SLA-007** | Meeting Agendas |
| **SLA-008** | Meeting Minutes |
| **SLA-009** | Monthly Status Reports |
| **SLA-010** | Security Awareness Training Completion Rate |
| **SLA-011** | Phishing Click-through Rate |
| **SLA-012** | Compliance Adherence |
| **SLA-013** | Security Audit Findings Closure Rate |
| **SLA-014** | Reporting Timelines |

1. **SLAs and Performance Standards**

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

The following table contains the terms and their definitions specific to the SLAs found in this appendix.

**Table 16: SLA Terms and Definitions**

| **Term** | **Definition** |
| --- | --- |
| Normal Business Hours | Normal business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. Atlantic Standard Time (AST). Normal business hours do not include Commonwealth and Federal holidays. |

**Table 17: SLAs, Performance Standards, and Contract Remedies**

| **ID** | **SLA Subject Areas** | **Performance Standards** | **Contract Remedies** |
| --- | --- | --- | --- |
|  | **Deliverables** | 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. |
|  | **Turnover**  | 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 Turnover Results Report is not submitted. |
|  | **Turnover Documentation** | The vendor must provide to PRMP or its designee, within seven (7) business days of notice of termination the following information:* Copies of all subcontracts and third-party contracts executed in connection with the services included in this contract.
* A list of services provided by subcontractors, including the names and contact information for the subcontractors.
* Other documentation as defined by PRMP.
 | 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. |
|  | **Email Triage and Acknowledgment** | 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.The vendor must forward to the designated PRMP staff within one (1) calendar day those inquiries that are either:1. Determined to be outside the response scope for the vendor.
2. Should be handled by PRMP staff.

**Compliance and Calculation:*** Acknowledge all emails received within twenty-four (24) hours and resolve all emails within three (3) business days.
* Forward to PRMP staff within one (1) calendar day emails that are determined to be outside of the vendor’s response scope.
 | $100 per occurrence of an email not being acknowledged within twenty-four (24) hours.$100 per occurrence of an email resolution not received within three (3) business days.$100 per occurrence of any emails forwarded to outside the response scope of the vendor within one (1) calendar day. |
|  | **Key Staff**  | 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 $3,000 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. |
|  | **Key Staff Replacement**  | 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. |
|  | **Meeting Agendas** | The vendor will prepare agendas and distribute each agenda and any documents to be addressed at the meeting at least one (1) Business Days 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. |
|  | **Meeting Minutes** | The vendor will publish the 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. |
|  | **Monthly Status Reports** | The vendor must provide monthly reports identifying the current status of the Cyber Security activities, including any issues.  | PRMP shall assess up to $200 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 $200 per day until an acceptable report is received. |
|  | **Security Awareness Training Completion Rate (SATCR)** | The Cyber Security vendor must comply with the percentage of employees who have completed security awareness training programs (in the timeframe agreed between PRMP and vendor). It indicates the level of cybersecurity awareness and engagement within PRMP.  | For each reporting period the SATCR performance standard is not met, PRMP shall assess up to $200 per uncompleted training module or per untrained employee.Upon the occurrence of repeated reporting periods where the SATCR is not met, the vendor shall develop and present a Corrective Action Plan (CAP) within ten (10) business days.  |
|  | **Phishing Click-through Rate (CTR)** | This KPI measures the percentage of employees who click on simulated or real phishing emails. It helps evaluate the effectiveness of phishing awareness training and the organization's susceptibility to social engineering attacks. | In the event the vendor fails to meet the agreed upon Phishing Click Through Rate (CTR), PRMP shall assess up to $200.Upon the occurrence of repeated reporting periods where the CTR is not met, the vendor shall develop and present a Corrective Action Plan (CAP) within ten (10) business days. The CAP should outline specific measures, strategies and improvements to be implemented to reduce Phishing CTR and enhance employee awareness.  |
|  | **Compliance Adherence** | The Cyber Security vendor must support PRMP with relevant regulations, industry standards, and internal security policies. This KPI measures the extent to which security controls and practices align with established requirements.The Cyber Security vendor must specify the security measures and controls to be implemented to protect the PRMP systems and data. It must include requirements for compliance with relevant regulations, industry standards, or frameworks (e.g., HIPAA, ISO 27001) and outline any specific security practices or certifications expected. | In the event the vendor fails to meet the agreed compliance adherence performance standard, PRMP shall assess up to $300 per day.Upon the occurrence of repeated periods where the Compliance Adherence performance standard is not met, the vendor shall develop and present a Corrective Action Plan (CAP) within ten (10) business days. The CAP should outline specific measures, strategies and improvements to enhance incident trend analysis capabilities and provide actionable insights for PRMP.If compliance gaps are identified during audits or assessments, the vendor shall provide assistance and support in remediation those gaps. This may include guidance on implementation necessary controls, addressing noncompliance findings and collaborating with the organization’s internal teams to ensure remediation efforts are effective.  |
|  | **Security Audit Findings Closure Rate** | This KPI assesses the rate at which identified security audit findings are addressed and closed. It indicates the organization's commitment to remediation and continuous improvement of security controls and practices. | In the event the vendor fails to meet the agreed security audit findings closure rate performance standard, PRMP shall assess up to $300.Upon the occurrence of repeated periods where the security audit findings closure rate performance standard is not met, the vendor shall develop and present a Corrective Action Plan (CAP) within ten (10) business days. The CAP should outline specific measures, strategies and improvements to enhance incident trend analysis capabilities and provide actionable insights for PRMP.If compliance gaps are identified during audits or assessments, the vendor shall provide assistance and support in remediation those gaps. This may include guidance on implementation necessary controls, addressing noncompliance findings and collaborating with the organizations internal teams to ensure remediation efforts are effective. |
|  | **Reporting Timelines** | The Cyber Security vendor must comply with the agreed timelines between PRMP and vendor for the various types of reports. | In the event the vendor fails to meet the agreed reporting timelines performance standard, PRMP shall assess up to $300 per day.Upon the occurrence of repeated periods where the reporting timelines performance standard is not met, the vendor shall develop and present a Corrective Action Plan (CAP) within ten (10) business days.The CAP should outline specific measures, processes, and improvements to be implemented to enhance the quality and accuracy of the reporting timelines.  |

## Appendix 2: Deliverable Review Process and Deliverables Dictionary

All deliverables produced, maintained, and reviewed by the vendor must be done with the goals of encouraging reuse and maintaining consistency of content, format, methodologies, and development, review, and approval processes. If a deliverable due date falls on a weekend or a PRMP-recognized holiday, then the delivery due date will be the next business day. All deliverables should be provided to the PRMP in a format most conducive to the PRMP’s review and approval, based on the deliverable’s specifications. The vendor should not print and submit paper copies of reports unless requested by the PRMP. Final deliverables should be submitted to the PRMP in PDF format.

**Deliverable Review Process**

The PRMP intends to review all deliverables according to the process shown in **DED and Deliverable Review Process** and in the agreed upon Documentation Management Plan, as described in this RFP.Documentation will be saved in a location to be determined by the PRMP prior to the award of the contract. The vendor’s quality management process should be aligned with this deliverable review process and followed in conformance with any review process specifically designed for these services. The review process allows the PRMP and vendor personnel to determine, at key services checkpoints, that the deliverable meets the requirements and is functional in the context of the solution and/or contract.

As part of the deliverable development and review process, the Cyber Security vendor shall create a Deliverable Expectation Document (DED) for each deliverable defined in the Deliverables Dictionary of this RFP to obtain approval of a deliverable’s content, format, and acceptance criteria from the PRMP. A DED is a document that includes an outline of the deliverable and description of the content planned for a deliverable. All deliverables defined in the Deliverables Dictionary of this RFP require a DED submission. As each deliverable is submitted, the vendor shall include a copy of the deliverable’s DED as the cover sheet.

**The DED shall include, but not be limited to:**

* Proposed outline of the sections to be included in the deliverable.
* Detailed explanation of proposed content the vendor plans to include in each section.
* Proposed deliverable format.
* Deliverable acceptance criteria.

Prior to drafting the deliverable, the vendor shall submit a DED to the PRMP. The vendor shall schedule a meeting with the PRMP to establish an approved set of deliverable acceptance criteria to include in the DED. During the review process, the PRMP team will review the deliverable to determine whether it meets all requirements as agreed upon and defined in the DED. Before submitting a deliverable, the vendor shall schedule a deliverable walkthrough with the PRMP team to provide a high-level review of the deliverable.

The deliverable review process begins the vendor’s deliverable submission. Deliverables shall be submitted in a client-ready state (e.g., there are no grammatical errors, formatting is appropriate) for the PRMP approval. The date of a deliverable’s receipt will be defined based on the time of submission. If the vendor submits the deliverable before noon on a business day, that day will be the date of receipt. If the vendor submits the deliverable after noon on a business day, the next business day will become the date of receipt. If a deliverable is submitted on a non-business day (such as a weekend or holiday), the next business day will become the date of receipt. The PRMP will provide the vendor with either a notice of deliverable approval, a notice of conditional approval, a notice of return, or a request for additional time to complete its review within ten (10) business days from the date of receipt of each deliverable. If any portion of the deliverable is unacceptable, the PRMP will outline in the notification the reason(s) for returning the deliverable. The vendor shall have five (5) business days from the date of return by the PRMP to correct any deficiencies and resubmit the deliverable to the PRMP. The PRMP will have an additional five (5) business days from the date the vendor resubmits the deliverable to review the document. When the PRMP finds the delivery acceptable, the PRMP will provide the vendor with written approval of the deliverable.

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

**DED and Deliverable Review Process**



**Deliverables Dictionary**

The Deliverables Dictionary provides a high-level description of each deliverable required as part of this RFP. Note that each deliverable should include a section that speaks to how the vendor will maintain and/or update the document throughout the life of the contract. Where applicable, each deliverable should also detail how the deliverable supports or will support integration and collaboration with stakeholders. The vendor should be prepared to collaborate with the PRMP, other Puerto Rico government entities, other vendors, and other stakeholders as directed by the PRMP on the development, submission, and (at times) approval of deliverables. Upon the PRMP’s request, the Cyber Security vendor must be able to produce specific documents in both English and Spanish.

**Deliverables Dictionary Summary**

| **Deliverable ID** | **Deliverable Name** | **Time of Delivery**/**Delivery Cadence** |
| --- | --- | --- |
| D01 | Weekly Status Report | Thursday each week. |
| D02 | Kickoff Meeting Materials | 15 business days of contract execution |
| D03 | Outcomes Traceability Matrix (OTM) | As agreed, between PRMP and the vendor.Ongoing updates and submissions as necessary. |
| D04 | Turnover and Closeout Management Plan | 120 calendar days of contract start and updated two months prior to closeout. |

### D01: Weekly Status Report

The vendor will produce a status report that summarizes the status of and forecast for the activities including executive summaries for presentation to the PRMP. Components of this report shall include, but not be limited to:

* **Risks and Issues Register**

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

* + Risk and issue triggers.
	+ Probability of the risk or issue impacting operations.
	+ Level of impact the risk or issue would have on operation.
	+ Narrative that provides context to the factors that led to the creation of a risk or issue.
	+ Status of the risk or issue (new, open, or closed).
	+ Dates that the risks or issues are opened, closed, and/or escalated.
	+ Target mitigation or resolution dates.
	+ Risk and/or issue owner(s).
	+ Recommended mitigation or resolution plans by the vendor to the PRMP.
	+ Agreed-upon mitigation or resolution plans by the PRMP and the vendor.
	+ Updates for each new and open risk or issue, including progress toward mitigation or resolution.
* **Change Requests**

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

* **Outcomes Compliance**

The vendor should report on progress toward and compliance with outcomes, as specified in the OTM. The vendor should provide updated data traceable to the totality of outcomes and associated measures included in the OTM. Non-compliance with outcomes and SLAs will be reported as part of the SLAs Reports.

* **SLAs Reports**

This report documents the vendor’s compliance with SLAs and the specific RFP’s requirements.

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

Note: The SLA Report should also be provided with the submission of each invoice.

* **Corrective Action Plans**

Notice of vendor’s non-compliance with SLAs, which will include, but not be limited to:

* + Details explaining the lack of compliance with SLAs.
	+ Expected timeline for corrective action to comply with SLAs.
	+ Progress toward compliance with SLAs.
	+ Date the vendor became non-compliant with SLAs.
	+ Date the vendor became compliant with SLAs.
	+ Triggered contract remedies, as defined in [Appendix 1: SLAs and Performance Standards](#_Appendix_3:_SLAs)**;** this report will provide the details necessary to support the PRMP’s review and approval of each invoice.

### D02: Kickoff Meeting Materials

The kickoff meeting should be attended by all vendor key staff and may be attended by additional vendor staff as necessary. This meeting is an opportunity for the vendor team to meet and introduce themselves to the PRMP staff and present their overall approach to completing tasks and meeting milestones in accordance as detailed in the RFP and resulting contract.

As part of the kickoff meeting materials, the vendor is expected to develop and deliver a kickoff meeting presentation and any other supporting artifacts necessary to support the facilitation of the kickoff meeting.

The kickoff meeting materials should include information such as:

* Recap of understanding of scope of work.
* Overview and recap of proposed approach toward fulfillment of scope of work.
* Overview and introduction to the vendor’s proposed team.
* Overview of key stakeholders.
* Other information, as necessary to support the service execution.

This deliverable is due within 15 business days of the contract execution.

### D03: Risk and Issues Management Plan

The vendor should submit the Risk and Issue Management Plan. The Risk and Issue Management Plan is a document outlining the process used for identifying, tracking, managing, mitigating, and resolving risks and issues that could have an impact on the success for these services. The Risk and Issue Management Plan should be developed in accordance with the PRMP’s management methodology.

The vendor’s Risk and Issue Management Plan should describe the approach used to monitor, manage, and report risks and issues in accordance with Service-Level Agreements (SLAs), and should include, but not be limited to:

* Approach to risk and issue management.
* Data sources that support risk and issue management.
* Roles and responsibilities.
* Criticality and probability measures.
* Escalation measures.
* Mitigation techniques.
* CAP methodology.
* Identification, escalation, and documentation of risks and issues.
* PRMP-approved response times for notifying and updating the PRMP.

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

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

**Scope Management Plan**

The vendor should submit the Scope Management Plan. The Scope Management Plan outlines the vendor’s approach to defining, controlling, verifying, and managing scope throughout the contract and should include, but not be limited to:

* Documented service vision, goals, and scope statement.
* Description of how the service scope will be defined, developed, and controlled, including details of risks, constraints, and assumptions.
* Identified service requirements, as well as items that are in-scope and out-of-scope and their prioritization.
* Dependencies between the scope items, and risks associated with the inclusion and removal of items from scope.

### D04: Outcome Traceability Matrix (OTM)

The OTM is a document that links outcomes throughout the contract. The purpose of the OTM is to help ensure that all outcomes defined within this RFP have been implemented in accordance with the PRMP’s vision, goals, and objectives for the Cyber Security services and vendor. The vendor should maintain and update the OTM accordingly throughout the life cycle of the contract. As such, the vendor is expected to deliver, at a minimum, the following OTM versions:

* Initial OTM version, including finalized outcomes with a description representing how they will be traced through design specifications, monitored and reported on.
* Interim OTM version, updated with finalized design specifications.
* Final OTM version, and other supporting documentation.

The vendor might be asked to submit additional versions of the OTM throughout the life of the contract.

### Appendix 3: Staff Qualifications, Experience, and Responsibilities

Please fill in the table below with the primary vendor roles anticipated to be necessary for a successful execution of the services detailed in this RFP. Minimum qualifications, experience and responsibilities must be provided for each role. Additional roles can be included.

**Table 18: Vendor Roles and Responsibilities**

| **Vendor Role** | **Qualifications** | **Discuss Responsibilities** |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**The Cyber Security vendor must staff each project with at least one (1) resource who is fluent in both Spanish and English.**

### Appendix 4: Proforma Contract Draft

**COMMONWEALTH OF PUERTO RICO**

**DEPARTMENT OF HEALTH**

**SAN JUAN, PUERTO RICO**

**PROFESSIONAL SERVICES CONTRACT FOR THE PUERTO RICO MEDICAID PROGRAM**

**FOR THE PROVISION OF OPERATIONS SERVICES OF THE MEDICAID MANAGEMENT INFORMATION SYSTEM**

**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**

**FIRST: SERVICES**:

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

The Cyber Security vendor will support the PRMP by providing at a minimum the following services:

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**SECOND:** **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.

**THIRD: 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.

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

**Bottom of Form**

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 in 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.

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

**SIXTH. 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**.

**SEVENTH.** **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.

**EIGHTH:** 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**.

**NINTH.** **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 any responsibility to pay for any additional amounts concerning pending matters or jobs.

**TENTH. 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.

**ELEVENTH. 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**.

**TWELFTH: 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**.**

**THIRTEENTH.** **RESOLUTION AND TERMINATION**:

1. **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** (otherthan 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**.

1. **Termination Assistance**

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

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

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

a. Computer programs

b. Data files

c. User and operations manuals

d. System and program documentation

e. Training programs related to the operation and maintenance of the System [42 CFR 434.10 (b) & SMM 2082.2]

1. 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.
2. Cooperate with the successor **SECOND PARTY**, other contractors, and the **FIRST PARTY** in the planning and transfer of operations.

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

1. **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.

**C.1 Turnover and Closeout Management Plan**

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

1. Transition Approach;
2. Staffing;
3. Tasks;
4. Schedule; and
5. Operational documentation and work artifacts.

**The Turnover and Closeout Management Plan will include:**

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

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

**C.2 Statement of Resources**

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

**C.4 Transition Deliverables**

1. Turnover and Closeout Management Plan;
2. Statement of Resources;
3. Module and System software, files, including but not limited to business design, technical design, testing and other operations documentation;
4. Turnover Results Report; and
5. Operational infrastructure.
6. In the event the **FIRST PARTY** elects to pursue any of the two (2) optional years as set forth in **Clause Second** of this Contract, the **SECOND PARTY** agrees to the prices for its work indicated in its Statement of Work (SOW) to the **FIRST PARTY** as follows:

**FOURTEENTH: 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.

**FIFTHEENTH: 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.

**SIXTEENTH: 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.

**SEVENTEENTH:** **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.

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

**NINETEENTH: 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.

**TWENTIETH: 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.

**TWENTY-FIRST: 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 $ .

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

3. Professional Liability Insurance with limits non less than $ .

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.

**TWENTY-SECOND: 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.

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

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

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

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

**TWENTY-FIFTH: 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 for 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.

**TWENTY-SIXTH:** **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.

**TWENTY-SEVENTH: 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.

**TWENTY-EIGHTH: 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

 iii. Flash drives

 iv. Portable discs

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

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

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

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

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

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

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

**32. COMPLIANCE WITH ACT NUMBER 127 OF MAY 31, 2004:** **BOTH PARTIES** acknowledge and accept that none of the obligations and stipulations in this contract are enforceable until this contract is 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 personal services and professional and consulting services with the only purpose of fulfilling 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/](https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.oversightboard.pr.gov%2Fcontract-review%2F&data=04%7C01%7Camarte%40salud.pr.gov%7C5fe95e76725643f4f87d08d9196e2551%7Ce906065af03e47ada4c46b139a08445c%7C0%7C0%7C637568783273703163%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=vMEUs50J4YTOPz0%2FZRCOffI56PhT9Yg9qox%2F0dQH%2FmM%3D&reserved=0)), 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **SECOND PARTY FIRST PARTY**

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

CERTIFICATION

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Appendix 5: Acronyms, Abbreviations, and Terms Glossary

This section includes acronyms, abbreviations, and terms used throughout the RFP document and attachments.

**Table 19: Acronyms, Abbreviations, and Terms Glossary**

| **Acronym**  | **Term** |
| --- | --- |
| APD | Advance Planning Documents |
| ASES | Administración de Seguros de Salud |
| ASG | Puerto Rico General Services Administration |
| AST | Atlantic Standard Time |
| ATC | Assisted Technology Services  |
| BAA | Business Associate Agreement |
| CAP | Corrective Action Plan |
| CFR | Code of Federal Regulation |
| CHIP | Children’s Health Insurance Program |
| CMS | Centers for Medicare & Medicaid Services |
| Commonwealth | The Commonwealth of Puerto Rico |
| CPI | Cost Performance Index |
| CR | Change Request |
| CRIM | Center for Municipal Revenue Collection |
| CSS | Cyber Security Services  |
| DDI | Design, Development, and Implementation |
| DED | Deliverable Expectations Document |
| DHHS | Health and Human Services |
| D-U-N-S | Data Universal Numbering System |
| E&E | Eligibility and Enrollment |
| ePHI | Electronic Protected Health Information |
| ePMO | Enterprise Project Management Office |
| EVV | Electronic Visit Verification |
| Fed RAMP | Federal risk and authorization management program  |
| FFATA | Federal Funding Accountability and Transparency Act |
| FFP | Federal Financial Participation |
| FISMA | Federal Information Security Modernization Act |
| FOMB | Fiscal Oversight Management Board |
| FSRS | FFATA Sub-award Reporting System |
| FTI | Federal Tax Information |
| FY | Fiscal Year |
| Hacienda | Puerto Rico Treasury Department |
| HIE | Health Information Exchange |
| HIPAA | Health Insurance Portability and Accountability Act |
| IMES | Integrated MES Program Management |
| IT | Information Technology |
| IVU | Impuesto sobre Ventas y Uso |
| KPI | Key Performance Indicator |
| LTSS | Long Term Services and Supports |
| MEDITI3G | Medicaid Information Technology Initiative, Third Generation  |
| MES | Medicaid Enterprise System, Medicaid Enterprise Solution |
| MFP | Money Follows the Person |
| MITA | Medicaid Information Technology Architecture  |
| MMIS | Medicaid Management Information System |
| MTTD | Mean time to detect |
| MTTR | Mean Time to Respond |
| MOU | Memorandum of Understanding |
| NAICS | North American Industry Class System |
| NIST | National Institute of Standards and Technology  |
| OBC | Outcomes-Based Certification |
| OTM | Outcomes Traceability Matrix  |
| PEP | Provider Enrollment Portal |
| PERM | Payment Error Rate Measure |
| PHI | Protected Health Information |
| PII | Personally Identifiable Information |
| PIU | Program Integrity Unit |
| PM | Project Management |
| PMBOK® | Project Management Body of Knowledge |
| PMI® | Project Management Institute® |
| PgMS | Program Management Services |
| PgMO | Program Management Office |
| PRDoH | Puerto Rico Department of Health |
| PRHIA | Puerto Rico Health Insurance Administration Act |
| PRMES | Puerto Rico Medicaid Enterprise System |
| PRMMIS | Puerto Rico Medicaid Management Information System |
| PRMP | Puerto Rico Medicaid Program |
| QA | Quality Assurance |
| QC | Quality Control |
| RACI | Responsible, Accountable, Consulted, Informed |
| R BAC | Role based access control  |
| RFP | Request for Proposals |
| ROI | Return on Investment |
| RTM | Requirements Traceability Matrix |
| RUP | Registro Único de Proveedores de Servicios Profesionales |
| SAM | System for Award Management |
| SDLC | Systems Development Life Cycle |
| SI | System(s) Integrator |
| SLA | Service-Level Agreement |
| SMA | State Medicaid Agency |
| SMC | Streamline Modular Certification |
| SME | Subject Matter Expert |
| SOW | Scope of Work / Statement of Work |
| SPA | State Plan Amendments  |
| SPI | Schedule Performance Index |
| SSA | Social Security Administration |
| SURI | Unified System of Internal Revenue |
| U.S. | United States of America |
| WBS | Work Breakdown Structure |