

DEPARTAMENTO DE
SALUD



Puerto Rico Department of Health
Independent Security & Privacy
Control Assessment
Request for Proposals (RFP)

2024-PRMP-ISPCA-006

September 26, 2024

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1. Executive Summary

1.1 Purpose of the RFP

The Puerto Rico Medicaid Program (PRMP) of the Puerto Rico Department of Health (PRDoH) issues this Request for Proposals (RFP) to solicit vendor-sealed proposals to conduct multiple Independent Security and Privacy Control Assessments (ISPCA) of existing applications and systems functionality, such as MMIS and E&E. The vendor shall consider, within the proposal, security and privacy assessments on future and/or projected PRMP applications and/or systems implementations such as EDW, HIE, EVV, TPL, and AVS. The vendor shall consider that within the deliverables and cost proposal.

The services will be provided per the Centers for Medicare & Medicaid Services (CMS) Framework for the Independent Assessment of Security and Privacy Controls Version 3.1 of January 2022, including any subsequent updates and other federal requirements. Also, PRMP requires establishing the baseline for security certification under the CMS Minimum Acceptable Risk Standards for Exchanges (MARS-E Version 2.2 or ARC-AMPE) and assessing the set of security controls per the National Institute of Standards and Technology (NIST) SP 800-53A Rev. 5. Concerning MARS-E Certification, PRMP requires the vendor to identify compliance gaps and support PRMP efforts to achieve MARS-E (or ARC-AMPE) compliance rapidly.

Through this request for proposal, PRMP is acquiring the services of a vendor to perform independent and objective assessments of its applications and systems to determine whether the security and privacy controls in PRMP are implemented correctly, operate as intended, and produce the desired outcomes for meeting the security and privacy requirements of the applications or systems. PRMP understands the importance of an independent third party that can provide insight into applications and systems risks and issues and support in identifying mitigation strategies to lessen or remove the impact of the identified risks/issues.

Preference will be given to a vendor with proven capability to perform security assessments that meet the MARS-E (or ARC-AMPE) requirements and more stringent security certifications. PRMP expects that the most updated versions of these standards that align with CMS requirements will be used to perform the assessments.

Some of the main objectives of this RFP are:

- Obtain multiple (and at least once per year) independent PRMP site audits of the information technology and information security controls, including but not limited to obtaining a network-level vulnerability assessment and MARS-E (or ARC-AMPE) Security Assessments, always maintaining the integrity of the

audit process. The independence and integrity of the assessment process will be guaranteed if there is no perceived or actual conflict of interest involving the developmental, operational, and/or management chain associated with the PRMP's systems and the determination of security and privacy control effectiveness.

- Preserve the impartial and unbiased nature of the assessment processes.

Note: To guarantee the independence and integrity of the assessment process, no perceived or actual conflict of interest involving the developmental, operational, and/or management chain associated with the PRMP's systems, and the determination of security and privacy control effectiveness can exist. Therefore, to preserve the impartial and unbiased nature of the assessment processes and as CMS requires, proposals from vendors (directly or as a subcontractor) with current or previous contractual relations with PRDoH-PRMP will not be considered.¹

- Obtain an understanding of PRMP applications and/or systems security, data security, and privacy vulnerabilities to be remediated to improve the PRMP's security and privacy posture and adherence to PRMP's security and privacy policies and guidance.
- Identify the weakness in the configuration management process, such as a weak system configuration setting that may compromise a system's Confidentiality, Integrity, and Availability (CIA).
- Identify major documentation omissions and/or discrepancies.
- Assessment of all security and privacy controls attributable to a PRMP system or application before connecting to the CMS Data Services Hub.
- Analyze current applications framework (internal and external systems) and provide recommended changes to improve security.
- Identify exploitable vulnerabilities that may impact the confidentiality, integrity, or availability of the PRMP's information.
- Ensure the authorizing official receives the most objective information possible to make an informed, risk-based authorization decision.

This RFP defines detailed responses and minimum contract requirements and outlines the PRMP's process for evaluating responses and selecting a vendor that can provide the components needed for Independent Security and Privacy Control Assessment Services. The PRMP seeks proposals from qualified and experienced vendors that can

¹ Contractual relations related to the developmental, operational, and/or management chain associated with any of the PRMP's systems/applications and the determination of security and privacy controls.

provide such services at the most favorable and competitive prices.

Additional details regarding this solicitation can be found in subsequent sections of this RFP.

Requirements:

1. The vendor must work with PRDoH and CMS to ensure compliance with CMS standards.
2. The vendor should understand the specific security requirements and regulations applicable to the Medicaid Program.
3. The vendor and vendor key staff must have at least three (3) years of experience working with Medicaid and Federal (CMS) and state government requirements and documentation.
4. The vendor shall possess a combination of privacy and security experience and relevant auditing certifications.

Examples of acceptable privacy and security experience include, but are not limited to:

- a. Federal Information Security Management Act (FISMA) experience.
- b. Federal Risk and Authorization Management Program (FedRAMP) Moderate Baseline.
- c. Statement on Standards for Attestation Engagements (SSAE) experience.
- d. Compliance with CMS Information Systems Security & Privacy Policy (IS2P2)- last version reviewed on June 21, 2024.
- e. Compliance with CMS Acceptable Risk Safeguards (ARS) - last version reviewed on July 26, 2023.
- f. Compliance with MARS-E 2.2 requirements described in the CMS Security and Privacy Framework Version 2.2.
- g. Compliance with ISO/IEC 27001:2022 - Information security, cybersecurity, and privacy protection — Information security management systems — Requirements, as amended.
- h. Compliance with NIST SP 800-53A Version 5.1.1, Assessing Security and Privacy Controls in Information Systems and Organizations.
- i. Compliance with the Health Insurance Portability and Accountability Act (HIPAA) Security Rule standards.

Examples of relevant auditing certifications include, but are not limited to:

- a. Certified Information Privacy Professional (CIPP).

- b. Certified Information Privacy Professional/Government (CIPP/G).
 - c. Certified Information Systems Security Professional (CISSP).
 - d. Fellow of Information Privacy (FIP).
 - e. HealthCare Information Security and Privacy Practitioner (HCISPP).
 - f. Certified Internal Auditor (CIA).
 - g. Certification in Risk Management Assurance (CRMA).
 - h. Certified Information Systems Auditor (CISA).
 - i. Certified Government Auditing Professional (CGAP).
5. It will be highly considered if the vendor is part of the certified third-party assessment organization (3PAO) list of the Federal Risk and Authorization Management Program (FedRAMP).
6. The vendor 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

However, the vendor shall consider within the proposal on-site visits to other locations such as OIAT (PRDoH), ASES, and Medicaid offices² (Regionals) around the Island to perform the services requested under this RFP.

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:

PRDoH website: <https://www.salud.gov.pr/CMS/21-453> or,

Medicaid website:

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

² **Regions - Arecibo** (offices located at Barceloneta, Camuy, Florida, Hatillo, Lares, Manatí, Morovis, Orocovis, Quebradillas, and Utuado), **Fajardo** (offices located at Fajardo, Humacao, Naguabo, Rio Grande, Vieques, and Yabucoa), **Bayamón** (offices located at Cantón Mall, HURRA, Cataño, Corozal, Dorado, Naranjito, Toa Baja and Vega Alta), **Mayagüez** (offices located at Aguada, Aguadilla, Cabo Rojo, Isabela, Lajas, Las Marías, Maricao, Moca, Rincón, San Sebastián and Mayagüez), **Caguas** (offices located at Caguas, Aibonito, Aguas Buenas, Cayey, Cidra, Comerio, Gurabo, Las Piedras, and San Lorenzo), **Metropolitana** (offices located at Canóvanas, Carolina, Guaynabo, Loíza, Santurce, Rio Piedras and Trujillo Alto), and **Ponce** (offices located at Coamo, Arroyo, Adjuntas, Guánica, Guayama, Guayanilla, Jayuya, Patillas, Peñuelas, Salinas, Santa Isabel, Villalba, Yauco and Ponce).

By email from the solicitation coordinator:

medicaid.procurement@salud.pr.gov

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.....	09/26/2024
Notice of Intent to Respond.....	10/07/2024
Vendor’s Written Questions Submission Deadline.....	10/11/2024 at 3:00pm
Question Responses Posted.....	10/21/2024
Proposal Submission Due Date.....	11/06/2024 at 3:00 pm
Technical Proposal Opening.....	11/14/2024
Oral Presentations (<i>If requested</i>)	TBD
Cost Proposal Opening.....	TBD
Intend of Notice of Award	TBD
Contract Signature and Distribution.....	TBD

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 assessments to guarantee PRMP applications or systems’ compliance with CMS-specified security and privacy control requirements, including but not limited to obtaining a network-level vulnerability assessment and MARS-E (or ARC-AMPE) Security Assessments.

Among other services, the vendor shall perform a:

- (1) Security Assessment Plan (SAP) detailing the approach for assessing and testing the environment.
- (2) Vulnerability Scanning and Penetration Testing (VSPT), including the development of the rules of engagement (ROE) that define the systems and/or applications that will be included in the testing and the internet protocols (IP) ranges.
- (3) Technical Security Control Technical Reviews, including evaluating appropriate and available policies, plans, procedures, and other supporting documentation to ensure the vendor’s testing activities adhere to security and privacy programs, policies, and guidelines.
- (4) Configuration assessments, including application-specific audit log configuration settings, access to systems and databases for default user

accounts, test firewalls, routers, systems, and databases for default configurations and user accounts, etc.

- (5) Documentation review of relevant security and privacy documentation to demonstrate compliance with the current set of NIST controls and CMS-specified security and privacy control requirements.
- (6) PRMP personnel interviews to understand the systems/applications' technical and operational functions and evaluate compliance with NIST controls and CMS-specified security and privacy control requirements.
- (7) Visit PRMP's various physical locations, including the data center where servers and databases are housed, locations for physical storage of system backup media, backup centers, the office where paper-based sensitive information might be stored, and other locations as determined by PRMP, to observe processes and operations for compliance with NIST security and privacy requirements, such as HIPAA.
- (8) Develop a Security Assessment Workbook (SAW).
- (9) Develop a Security Assessment Report (SAR).
- (10) Develop and maintain updated a Plan of Action & Milestones (POA&M).
- (11) Develop a Security Assessment Closeout Report.

Refer to **Section 3: Scope of Work (SOW)** 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 vendor in the 2nd trimester of Fiscal Year 2025. PRMP intends to award one (1) multi-term contract, with an initial term of two (2) years, and three (3) one-year optional extensions. The options to extend services in subsequent periods will ensure ongoing compliance and additional certification under other proposed frameworks. The contract award is contingent upon CMS and PRDoH's approval of the contract and the associated funding over the contract terms. PRMP anticipates the need to execute contract amendments up to the close of the contract or up to the time the contract is terminated (whichever is sooner). Each contract amendment would reflect solely 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 according 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. According to this RFP, the vendor shall, upon request, show proof of such nondiscrimination and post notices of nondiscrimination in conspicuous places, available to all employees and applicants.

2.4 RFP Communications

PRMP has assigned the following RFP identification number that must be referenced in all communications regarding this RFP: **2024-PRMP-ISPCA-006**.

Unauthorized contact about this RFP with employees or officials of the PRMP or PRDoH, 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: www.medicaid.procurement@salud.pr.gov.

Only PRMP's official written responses and communications with vendors are binding concerning 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, by no later than the questions submission deadline detailed in **1.3: RFP Schedule of Events**.

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 reasonable means 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 to this RFP.

Any data or information provided by PRMP (in this RFP, an RFP amendment, or any other communication relating to this RFP) is for informational purposes only. PRMP will make reasonable efforts to help ensure the accuracy of such data or information; however, the vendor must independently verify any data or information provided by PRMP. PRMP disclaims the accuracy of any information or data 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 www.medicaid.procurement@salud.pr.gov for 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 with questions or comments concerning this RFP must submit them in writing to PRMP by the Vendor Written Questions Submission Deadline detailed in **1.3: RFP Schedule of Events**.

2.6 Notice of Intent to Respond

Vendors should submit to www.medicaid.procurement@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 submitting a Notice of Intent to Respond, vendors are responsible for monitoring the official posting site of the RFP for any amendments or notifications.

2.7 Proposal Submission

A vendor must help ensure that PRMP receives a response by the submission deadline time and date detailed in **1.3: RFP Schedule of Events**. PRMP will not accept late responses, and a vendor’s failure to submit a response before the deadline will disqualify the response. The vendor is responsible for ascertaining additional security requirements concerning packaging and delivery to PRMP. Vendors should be mindful of any potential delays due to security screening, weather, mail delays, pandemic restrictions, 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 before the contract award. However, before 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 under 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 any responses at its sole discretion. PRMP may deem it 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 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, concisely describing the items requested within this RFP. Emphasis should be placed on the completeness and clarity of the content.

2.11.2 Incurring Cost

Neither PRMP nor 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 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 is 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 a detailed explanation. When a detailed response is required, simply repeating the RFP's requirement and agreeing to comply may not be acceptable and may cause the proposal to be disqualified.

As detailed in **Attachment E: Mandatory Requirements, Section 5.6: Failure to Meet Mandatory Requirements, and Table 8: Mandatory Qualifications**, the vendor must meet the mandatory requirements and qualifications as part of the submitted proposal. Failure on the part of the vendor to meet any of the mandatory requirements and qualifications may result in disqualification of the proposal at the sole discretion of PRMP. **Mandatory requirements and qualifications 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 refrain from including duplicative or otherwise repetitive statements throughout their responses. The vendor's in-line responses, including the text of PRMP's specifications, should not exceed the page count noted in each Attachment and should 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 points 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**, the following sections only: Section 4: Business Disputes
- **Attachment D: Organization and Staffing**, 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 attachment templates that allows for assumptions to be noted. Assumptions should not be provided; exceptions should be provided instead.

Vendor responses should address both the sections noted below in the Table and their related subsections 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:	<ul style="list-style-type: none"> ▪ Title Page ▪ Vendor Information ▪ Executive Summary ▪ Subcontractor Letters ▪ Table of Contents ▪ Disclosure of Response Contents
Technical Proposal	Attachment C: Vendor Qualifications and Experience
Contents:	<ul style="list-style-type: none"> ▪ Organization Overview ▪ Mandatory Qualifications and Certifications ▪ Existing Business Relationships with Puerto Rico ▪ Business Disputes ▪ References
Technical Proposal	Attachment D: Organization, Staffing, and Key Personnel
Contents:	<ul style="list-style-type: none"> ▪ Initial Staffing Plan ▪ Use of PRMP Staff ▪ Key Staff, Resumes, and References
Technical Proposal	Attachment E: Mandatory Requirements
Contents:	<ul style="list-style-type: none"> ▪ Mandatory Requirements Attestation
Technical Proposal	Attachment F: Response to Statement of Work
Contents:	<ul style="list-style-type: none"> ▪ Scope and Requirements Management and Expertise approach. ▪ Security and Privacy Assessment knowledge and experience. ▪ Deliverables. ▪ Staffing approach. ▪ Management approach. ▪ Security approach. ▪ Transition approach.
Technical Proposal	Attachment G: Terms and Conditions Response

Proposal Section	Response Template/Contents
Contents	<ul style="list-style-type: none"> ▪ 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 be free of cost information relating to the services. Cost proposals should include all cost information and 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 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: Nereida Montes Melendez
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 reference how the information provided applies to the RFP request. 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 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 before the 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 enforcing 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) business days from the date of the notification of the award. PRDoH must consider the motion for reconsideration within ten (10) business days of being filed. If any determination is made in its consideration, the term to request the appeal for judicial review will begin from the date on which a copy of the notification of the decision of 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 PRDoH fails to take any action concerning 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 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 PRDoH accepts the motion for reconsideration but fails to take any action concerning 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. PRDoH 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 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** of this RFP. They 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

PRMP recognizes the importance of an independent third party that can understand the specific requirements and regulations applicable to Medicaid Programs and that can conduct comprehensive security and privacy assessments, including vulnerability assessments and penetration testing, to identify and address any weaknesses or vulnerabilities in the Medicaid systems and infrastructure. The requested services must be understood and tied to meeting the requirements under the latest MARS-E (or ARC-AMPE) controls and performing associated analyses. The following sections capture the tasks PRMP expects the vendor to perform and the resulting deliverables. All work performed shall align with current CMS security standards in effect when the tasks are undertaken, including the versions of frameworks used. Vendor compliance with the latest applicable regulatory guidance is required if any referenced standards or publications are updated (e.g., MARS-E, NIST, etc.).

3.2 Major Tasks and Deliverables

3.2.1 Major Tasks

3.2.1.1 Develop and Maintain a Work Plan

The vendor and PRMP will develop and maintain an updated, mutually agreed-upon work plan detailing the tasks to be completed to provide the deliverables defined within this RFP and the division of responsibility between PRMP personnel and the vendor's staff. The work plan must be comprehensive and address all aspects of the required assessments to produce the required reports.

The work plan must be in place before any other work is performed. The vendor will identify stakeholders, identify specific needs and requirements, collect relevant information, know the structure of PRMP and PRDoH operations, define objectives, and determine what specific outcomes or goals PRMP wants to achieve with these assessments. Based on its experience, high-risk areas, and other considerations, the vendor may make additional recommendations for quality assurance.

Once the parties mutually agree upon a work plan, the plan will identify specific time frames and deliverable target dates. The dates in the work plan

will define the agreed-upon schedule of milestones. The work plan may evolve and change during the term of the resulting contract upon the mutual written agreement of both parties or in connection with the change order process, provided, however, except as permitted by a change order that is executed by the parties and in compliance with applicable laws, rules, and regulations, the work plan may not change the scope of the resulting contract. The parties agree that the schedule outlined in the latest version of the work plan will take precedence over any prior plans.

All services and deliverables the vendor must provide shall be performed appropriately, delivered, and integrated, as applicable, for acceptance by the dates identified in the work plan. The vendor is not authorized to substitute any item for any deliverable identified in the resulting contract without the prior written consent of the PRMP. The vendor will adhere to the mutually agreed upon schedule and milestones for services, work product, and deliverables, subject only to delays directly and to the extent caused by PRMP that are not capable of cure and agree that rescission of the resulting contract will not be a remedy for any breach of this provision.

3.2.1.2 Security and Privacy Assessment Plan (SAP)

The SAP documents all testing to validate the security and privacy controls for the information systems. The information included within this SAP will assist in preparing the SAR. All information related to the assessment planning will be captured in the SAP, which is to be completed before the assessment kick-off. The SAP will include the following information: (1) Introduction and Purpose, (2) Scope (system(s), documents, and assumptions), (3) Scanning Tools and Procedures, (3) Test Roles, (4) Security and Privacy Controls Assessment Methodology, (4) Assessment Schedule, and (5) Rules of Engagement (ROE).

The vendor will develop an assessment strategy and procedure providing PRMP with a standardized approach for planning and resourcing the Security and Privacy Control Assessment (SCA) of their information system(s) and underlying components. At least, the SCA must include (1) Assigned resources suitable for completing the assessment, (2) Clear objectives and constraints, (3) Well-defined roles and responsibilities, and (4) Scheduling that includes defined events and deliverables.

During planning for the SCA, the vendor must develop a scope statement that is dependent upon but not limited to, the following factors: (1) System(s) boundaries; (2) Known business and system(s) risks associated with the information system(s), (3) Dependence of the system(s) on any hierarchical structure, (4) System(s) development phases, (5) Documented MARS-E

security and privacy control requirements, and (6) Assessment type. The content of the SAR must meet the CMS requirements.

3.2.1.3 Perform Tests and Analyses

The vendor shall assess with the methodology, procedures, and processes as described in the CMS Framework for the Independent Assessment of Security and Privacy Controls Version 3.1 Final, dated June 16, 2022. The vendor shall comply with the latest version if another version becomes final before the work is complete. The vendor may supplement the work as appropriate. Also, the vendor may propose recognized industry standard frameworks to use for the evaluation of privacy controls and security controls. These standards must allow PRMP to demonstrate compliance with MARS-E 2.2 requirements.

The vendor will conduct applications or systems security technical testing. To perform a thorough assessment of the PRDoH/PRMP's applications or systems, the PRMP will provide the vendor with application-specific user accounts that reflect the different user types and roles, but without allowing access to Personally Identifiable Information (PII), Protected Health Information (PHI), and/or Federal Tax Information (FTI) in any application or database. Any testing that could potentially expose sensitive data will be performed under the direct supervision of PRMP' authorized individual(s). A description of the tests and analyses, including the results, will be included in the SAR.

The selected vendor must execute a Non-Disclosure Agreement (NDA) before accessing any information related to the security and privacy of PRDoH/PRMP's systems. Requests to access information should only be considered based on a demonstration of a valid need to know and not the position, title, level of investigation, or position sensitivity level.

The vendor shall consider within the scope of service to be provided the following:

- a. Vulnerabilities and Testing Scenarios: In addition to the mandated security and privacy controls, the independent SCA requires penetration tests to determine vulnerabilities associated with known attacks and situations obtained from the CISA³ Known Exploited Vulnerability (KEV) Catalog and current Open Web Application Security Project (OWASP) Top 10 - The Ten Most Critical Web Application Security Risks. The assessment should adjust the SCA

³ Cybersecurity & Infrastructure Security Agency.

scope to address CISA KEV and OWASP vulnerabilities. It is expected that the vendor should regularly review current vulnerabilities, including, but not limited to (1) *Broken Access Control*, (2) *Cryptographic Failures*, (3) *Injection*, (4) *Insecure Design*, (5) *Security Misconfiguration*, (6) *Vulnerable and Outdated Components*; (7) *Identification and Authentication Failures*; (8) *Software and Data Integrity Failures*, (9) *Security Logging and Monitoring Failures*, and (10) *Server-Side Request Forgery*.

- b. Penetration Testing: The vendor will perform penetration testing tools and techniques to simulate vulnerabilities, such as buffer overflows and password compromises. The vendor will attempt to expose vulnerabilities associated with gaining unauthorized access to PRDoH/PRMP's applications or systems resources but must take caution to ensure no inadvertent altering of important system settings that may disable or degrade essential security or business functions. The vendor must identify proposed tools that pose a risk to the computing environment in SAP. The test assessment to be performed by the vendor must include but is not limited to the following: (1) Examination of the implemented access controls and identification and authorization techniques (e.g., log-on with easily guessed/default passwords); (2) Tests to determine if the systems are susceptible to cross-site scripting (XSS), structured query language (SQL) injection, and/or other commonly exploited vulnerabilities; (3) Attempts to alter database management system settings; (4) Attempts to access hidden Uniform Resource Locators (URLs); (5) Reviews of application-specific audit log configuration settings; and (6) Determination if sensitive information is encrypted before being passed between a system and browser.
- c. Network and Component Scanning: The vendor will conduct network and component scanning, a crucial process in monitoring, managing, and identifying network elements. This scanning is instrumental in determining the network's health by discovering vulnerabilities. The vendor will consider patch levels, functions, ports, protocols, services, and improperly configured flow control mechanisms within the vulnerability scanning process. The vendor will adhere to the guidelines outlined in the MARS-E Risk Assessment Control RA-5 (Vulnerability Scanning) to ensure the highest level of security. To determine if PRDoH/PRMP's systems control implementation meets security control requirements, the vendor will perform scans of all in-scope network components, including infrastructure, applications,

databases, and source codes. Internal and external scanning must be performed as part of network and component scans.

- d. Configuration Assessment: As part of the testing, the vendor shall also perform a configuration assessment to determine if security requirements are implemented correctly in the applications, systems, or systems environmental components within the boundary of the applications. The configuration assessment should be performed against PRMP's established and mandatory configuration settings as outlined in MARS-E Configuration Management Control CM-6 (Configuration Settings). During the configuration assessment, the vendor shall (1) Review the implemented configurations for each component against PRMP's security and privacy requirements; (2) Review access to the systems and databases for default user accounts; (3) Test firewalls, routers, systems, and databases for default configurations and user accounts; (4) Review firewall access control rules against PRMP's security requirements; (5) Determine consistency of system configuration with PRDoH/PRMP's documented configuration.

3.2.1.4 Documentation Review

To determine if all controls are implemented as described by PRMP/PRDoH, the vendor must review all security and privacy documentation for completeness and accuracy and gain the necessary understanding to determine the security and privacy posture of the Medicaid applications and/or systems infrastructure. The review also extends technical control testing. During the technical configuration assessment, the vendor must confirm that the passwords are configured as stated in PRMP/PRDoH's documentation. Also, the vendor shall review relevant security and privacy documentation for the environment to gain insight into the implemented controls, supporting policies, procedures, and plans required to demonstrate compliance with the current set of NIST controls and CMS-specified security and privacy control requirements.

3.2.1.5 Personnel Interviews

The vendor will conduct PRMP/PRDoH personnel interviews to validate that security and privacy controls are implemented, that staff understand and follow documented control implementations, and that updated documentation is appropriately distributed to staff. Interviews will be conducted with subject matter experts (SME) from the PRMP/PRDoH team who have specific knowledge of overall security and privacy requirements and a detailed understanding of the system's technical and operational

functions. Interviews shall include business owner(s), application developer(s), configuration manager(s), contingency planning manager(s), database administrator(s), data center manager(s), facilities manager(s), firewall administrator(s), human resources personnel, information system security officer(s), privacy program officer(s), network and systems administrator(s), systems owner(s), program manager, training manager and other support personnel to ensure effective implementation of operational and managerial security and privacy controls across all support areas. They must also focus on control assessment procedures that apply to individual roles and responsibilities and assure proper implementation and/or execution of security and privacy controls. The vendor will customize interview questions to focus on control assessment procedures applicable to individual roles and responsibilities and ensure that the staff are properly implementing and/or executing security and privacy controls. Although the initial identification of interviewees will be determined in the SAP, additional staff may be identified as the interview process proceeds.

Based on the information collected in the interviews, the vendor will evaluate compliance with the NIST applicable controls.

3.2.1.6 Observations

The vendor will also observe personnel behavior and the physical environmental controls, as applicable, to determine if the security and privacy policies, procedures, and controls related to the physical environment are in place and followed by PRMP/PRDoH staff. The vendor will coordinate with PRMP/PRDoH access to various physical locations, including the data centers where servers and databases are housed; locations for physical storage of system backup media; backup centers; offices where paper-based sensitive information might be stored; and other locations as determined in agreement with PRMP/PRDoH. The vendor will use this opportunity to observe the processes and operations for compliance with NIST and HIPAA security and privacy requirements.

The observation process must include but is not limited to (1) Processes associated with issuing visitor badges; (2) Requests for identification before visitor badge issuance; (3) Handling of output materials, including the labeling and discarding of output; (4) Equipment placement to prevent “shoulder surfing” or viewing from windows and open spaces; (5) Physical security associated with media protection, such as locking of telecommunication and wiring closets and access to facilities housing the systems; and (6) Disposal methods of printed documents or electronic media that may contain PHI, PII, FTI or any other sensitive information.

3.2.1.7 Assessment Reporting

At the end of each assessment and evaluation of processes, the vendor will provide PRDoH/PRMP with a SAR describing the risks associated with the vulnerabilities identified during the assessments, along with the remediation recommendations for the weaknesses and deficiencies found in the systems security and privacy controls implementation. The SAR must include, at a minimum, the following: (1) Executive Summary, (2) Introduction, (3) Scope, including components tested, documents assessed, and personnel interviews. (4) System(s) Overview, including the system(s) description and purpose(s); (5) Security and Privacy Controls Assessment Results; (6) Technical Testing Results, including vulnerability and configuration scan results as well as penetration test results, (7) Documented Exceptions, including documented risk acceptances, false positives, and known exceptions, (8) Detailed Assessment Results, (9) Final Assessment Findings, (10) Recommendations, and (11) SAW Guidance, including general instructions and instructions for each of the main tabs.

In conjunction with the SAR, the vendor will complete the correlated tabs in the SAW to provide more detailed information on the assessment results, remediation, and/or compensating control recommendations to correct system(s) weaknesses and vulnerabilities identified through the comprehensive SCA process. The structure and contents of both the SAR and the SAW must be consistent with the assessment objectives. Furthermore, all weaknesses identified by the vendor in the submitted SAR and SAW must also be captured in the associated Plan of Actions & Milestones (POA&M).

In each subsequent year, the vendor must provide the Annual Security and Privacy Attestation Report, following current and subsequent standards issued by CMS. In all years, the vendor shall submit a draft report. The vendor may propose recognized industry standard frameworks to use for the evaluation of privacy controls and security controls. These standards (for example, not limited to ISO 27001:2022 or NIST 800-53 Moderate, as amended) must allow the PRDoH/PRMP to demonstrate to CMS the compliance of its systems with MARS-E 2.2 requirements. The vendor shall comply with the latest version if another version becomes final before the work is complete. Following PRDoH/PRMP review and discussion of the draft Report, the vendor will finalize the report for submission to PRDoH/PRMP.

Also, the vendor shall develop a Security Assessment Closeout Report

outlining the objectives of the assessment, the completed activities, and any documented lessons learned from the assessment.

To reduce the risks posed to a particular application or system and protect all sensitive information, the vendor will assign business and system risk levels to each finding. The assignment of these risk levels should follow the methodology outlined in NIST Special Publication 800-30, Rev. 1⁴, Guide for Conducting Risk Assessments, and follow the current CMS required levels of granularity:

- (1) Critical — Exploitation of technical or procedural vulnerability will cause catastrophic harm to business processes. Catastrophic political, financial, and legal damage is likely to result.
- (2) High — Exploitation of the technical or procedural vulnerability will cause substantial harm to business processes. Significant political, financial, and legal damage is likely to result.
- (3) Moderate — Exploitation of the technical or procedural vulnerability will significantly impact the confidentiality, integrity, and/or availability of the system(s) or data. The exploitation of the vulnerability may cause moderate financial loss or public embarrassment, and
- (4) Low—Exploitation of the technical or procedural vulnerability will have minimal impact on operations. The confidentiality, integrity, and availability of sensitive information are not at risk of compromise. Exploitation of the vulnerability may cause slight financial loss or public embarrassment.

3.2.2 Deliverables

The resulting contract will use a deliverables-based approach to determine the progress and completion of each Independent Security and Privacy Control Assessment. PRDoH/PRMP must approve all deliverable formats, outlines, and templates before commencing work on each. Each deliverable must be formally accepted by PRDoH/PRMP and project leadership before invoicing for that deliverable. PRDoH/PRMP will pay on the acceptance of the following deliverables:

- Security and Privacy Assessment Plan (SAP)
- Security Assessment Report (SAR)
- Security Assessment Workbook (SAW)

⁴ Should another version become final before the work is complete, the vendor shall comply with the latest version.

- Plan of Action & Milestones (POA&M) & Updates

4. Required Terms and Conditions

A draft contract is provided, 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 document the successful vendor must sign.

5. Evaluation of Proposals

5.1 Evaluation Process

The PRDoH-appointed panel will evaluate proposals that comply with all requirements using a weight/score method. The PRMP Procurement Office will initially screen proposals to determine whether they meet or exceed the Mandatory Requirements and Qualifications listed in **Attachment E: Mandatory Requirements and Table 8: Mandatory Qualifications**. 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 Puerto Rico Secretary of Health's appointed committee. The first evaluation will be the technical proposal, and the second will be the cost proposal. Only proposals that receive the minimum acceptable technical score (70% of applicable technical evaluation points) will be eligible to move forward to cost proposal evaluations. Each technical proposal will be evaluated and scored by committee members individually, followed by group sessions where members will reach a consensus score. A final session will be held where the committee will compare and attest technical scores. This session is followed by adding the cost proposal (score 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 Government 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 six (6) global criteria, each receiving a percentage of the overall total (1,450) points if oral presentations are requested. The technical evaluation will be based on the point allocations designated below for a total of 1,250 of the 1,450 points. For proposals to pass to the cost evaluation, the proposal must get 70% or more in the technical evaluation (prior to oral presentations); in this case, that would equal 840 points. Cost represents 200 of the 1,450 total points.

If oral presentations are not held, the technical evaluation will be based on the point allocations of the remainder of the criteria for a total of 1,200 of 1,400 points. The cost will remain at 200 of the 1,400 total points.

Table 3: Scoring Allocations

Scoring Area	Points Allocated
Global Criterion 1: Vendor Qualifications and Experience; Customer References	200 Points Possible
Global Criterion 2: Approach to scope of work and Requirements.	550 Points Possible
Global Criterion 3: Staffing, Project Organization and Management	300 Points Possible
Global Criterion 4: Privacy and Security Requirements	150 Points Possible
Global Criterion 5: Oral presentations (if held)	50 Points Possible
Global Criterion 6: Cost Proposal	200 Points Possible
Total Points Possible if Oral Presentations are Requested	1,450 Points
Total Points Possible if No Oral Presentations are Requested	1,400 Points

5.3 Failure to Meet Mandatory Requirements/Rejection of Proposals

Vendors must meet 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.

PRMP may deem it 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 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 Evaluation Committee might still review the response. The committee 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 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 completing technical and cost evaluations, and the Notice of Award has been posted.

5.6 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:

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

6. Requests for More Information

PRMP may request oral presentations of vendors participating in the RFP process. See **1.3. RFP Schedule of Events** for details on the timing of oral presentations. Vendors may not alter or add to their submitted proposal during oral presentations 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.

Due to social distance and space limitations, oral presentations may be held using virtual

platforms like Microsoft Teams or Zoom.

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

**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.

7. Reference Checks

PRMP may conduct reference checks to verify and validate the vendor's past performance and proposed subcontractors. For the list of vendor references, refer to **Attachment C: Vendor Qualifications and Experience**.

8. 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 the failure to negotiate.

8.1 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.

8.2 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.

8.3 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 the 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 and 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 according to this RFP. The contract shall be similar to the one included in **Appendix 4: Proforma Contract Draft**. The vendor must sign the contract by the contract signature deadline, which PRMP will establish. 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 is awarded, the vendor must submit all appropriate

documentation to the contract office.

This RFP and its vendor selection process do not obligate PRMP or create rights, interests, or claims of entitlement in either the vendor with the apparent best-evaluated response or any other vendor. PRMP obligations according 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 regarding this procurement will be made per 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 regarding the vendor's performance of this contract. Unless otherwise directed by the Commonwealth, the vendor shall continue to fulfill its obligations while any dispute concerning this contract is being resolved.

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**. 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 includes 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 per the SLAs as soon as possible.

The vendor should deduct any amount due because of the SLAs from their payments, and those deductions should be made from the invoice's total dollar amount. Each invoice should also be accompanied by an SLA Report detailing the SLA status and those SLAs triggered within the invoice period. Each invoice should detail the total 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.

8.8 Travel

PRDoH will not compensate the vendor for travel, lodging, or meals expenses.

8.9 Facilities Access

PRDoH will provide the vendor with one cubicle.

9. 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 that 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 the overall assignments.

For the Cost Workbook's evaluation purposes, 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.

Vendors should note that PRMP’s goal is to compare the total cost to deliver the scope 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 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 **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, it is submitting a formal offer to meet the requirements of 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 requirements of this RFP.
3. The vendor will comply with all federal and Commonwealth laws, rules, and regulations that are in force currently or at any time 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 following 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 Government of Puerto Rico'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. Before the award, the vendor affirms it will have all current approvals, licenses, or other qualifications needed to conduct business in Puerto Rico.

2. Vendor Information

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

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

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:			

3. 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>

4. 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** 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 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>

5. 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>

6. 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 negotiations on other goods or services. Target pricing may be based on 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 not to be made public.

A redacted proposal should be provided separately from the technical and cost envelopes and in addition to (not in place of) the actual technical or cost proposal. PRMP will keep all response information confidential, including 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 the 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 instruct vendors to complete the 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.

1.1 Organization Overview

Provide all relevant information regarding the vendor's general profile.

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>
Number of Years in Business	<Response>

Vendor Overview	
Number of Years the 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>

1.2 Subcontractor Overview (If Applicable)

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

The vendor should not change any 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>
Number of Years in Business	<Response>
Number of Years Vendor Has Been Providing the Type of Services Specified in the RFP	<Response>

Subcontractor Overview	
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>

2. 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 a 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
	YES	NO	
The vendor and key staff must have at least three (3) years of experience working with Independent Security and Privacy Control Assessments and providing services similar in scope and complexity as described in this RFP.	YES	NO	<Response>
The vendor and key staff possess a combination of privacy and security experience and relevant auditing certifications.	YES	NO	<Response>
The vendor and key staff have proven capability to perform security assessments that meet the MARS-E (or ARC-AMPE) requirements and more stringent security certifications.	YES	NO	<Response>
The vendor and key staff must demonstrate at least three (3) years of experience working with Medicaid and Federal (CMS) and state government requirements and documentation.	YES	NO	<Response>

Mandatory Qualification Item(s)	Vendor Meets?		Provide A Brief Narrative to Demonstrate Fulfillment of Requirement
The vendor must include at least three (3) references demonstrating the vendor’s ability to perform the scope of work described in this RFP. Vendors may only use one (1) reference per client.	YES	NO	<Response>
The vendor can guarantee the independence and integrity of the assessment process and that it has no perceived or actual conflict of interest involving the developmental, operational, and/or management chain associated with the PRMP’s systems and the determination of security and privacy control effectiveness.	YES	NO	<Response>

3. Existing Business Relationships with Puerto Rico

Describe any existing or recent business relationships the vendor or any of its affiliates or proposed subcontractors have with Puerto Rico, PRMP/PRDoH, and/or Puerto Rico’s Government agencies or municipalities.

<Response>

4. Business Disputes

Provide details of any disciplinary actions and denote any pending litigation or termination for cause, 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 about all parent companies. If the vendor uses subcontractors, associated companies, or consultants involved in the service areas, each entity will submit this information as part of the response.

<Response>

5. References

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

5.1 Vendor (Prime) References Form

Include at least three (3) references from clients demonstrating 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 subcontractor.

The vendor CANNOT 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 Staff:	Vendor	
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)	

Vendor Information
If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities:

5.2 Subcontractor References (If Applicable)

If the vendor’s proposal includes the use of subcontractor(s), provide three (3) references for each subcontractor. **Preference will be given to references demonstrating that the prime and subcontractors have previously worked together.**

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 instruct vendors on how to submit their overall approach to staffing the service areas using **Attachment D: Organization and Staffing**.

Instructions: The vendor is to employ staffing strategies 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 vendor's ability 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.

Attachment D: Organization and Staffing provides the required outline for the vendor's response to staffing for ease of formatting and evaluation. 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** of the RFP for the details about 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**, 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 the vendor staff and their relationship to PRMP staff that will be required (if applicable). The organizational chart should denote all key and non-key positions for this service and summarize each key staff member's responsibilities.
- Identification of subcontractor staff, if applicable.

<Response>

2. Use of PRMP Staff

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

- The key PRMP roles necessary to support 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. Therefore, the vendor 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>

3. Key Staff, Resumes, and References

The key staff consists of the vendor’s core team for these services. 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.

The vendor must have at least one (1) resource fluent in **Spanish and English** on the staff providing services under the awarded contract. Additional qualifications, experience, and responsibilities for each key staff role are defined in **Appendix 3: Staff Qualifications, Experience, and Responsibilities**.

3.1 Resumes

PRMP considers the staff resumes (especially key staff) as a critical 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 the 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 in such service areas. Copies of diplomas, licenses, and credentials are encouraged but are not required and subject to the 3-page limit. 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 references for each proposed key staff member. The reference should be able to confirm that the staff has successfully demonstrated performing tasks commensurate to those they will perform for the services under this RFP. PRMP prefers two (2) different references to demonstrate experience; however, this is not a requirement.

For each reference, it is highly recommended to include the name of the person to be contacted, phone number, client name, address, a brief description of work performed, and the date (month and year) of employment (if applicable). These references should be able to attest to the candidate’s specific qualifications. PRMP may contact one or more of the references provided, 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 instruct vendors to respond to mandatory requirements as an attachment titled **Attachment E: Mandatory Requirements**: The vendor must meet the mandatory requirements 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” stipulates 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. The vendor must sign up on the line at the end of Attachment E, certifying that it has reviewed and understands these mandatory specifications. Through signing, the vendor agrees to meet and continue to meet each of the requirements in full for the duration of the contract. If a vendor responds with “No” to one or more mandatory specifications, the proposal will be considered non-responsive and disqualified. (See *Attachment E: Mandatory Specifications and Section 5.4 Failure to Meet Mandatory Specifications*). Any mandatory specification without a response value will be considered “No.” When appropriate, the vendor’s proposal must provide narrative responses addressing the area listed below:

1. The vendor must support PRMP’s requests for information and/or provide access to systems, facilities, data, and documentation in response to activities or legal requirements including, but not limited to:
 - a. Compliance audits
 - b. Investigations
 - c. Legislative requests
2. The vendor must authorize the PRMP to access its records from a parent, affiliate, or subsidiary organization if such a relationship impacts the vendor’s performance under the proposed contract.
3. The vendor must agree to comply with current and future PRMP and federal regulations to support this RFP.
4. 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**.
5. 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.

6. The vendor must submit updated deliverables for PRMP's approval based on the Schedule and Work Plan.
7. 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)
8. The vendor must comply with federal Executive Order 11246 related to the Equal Employment Opportunity Act, the Clean Air Act, and the Clean Water Act.
9. The vendor must perform all work associated with this contract within the continental United States (U.S.) or U.S. Territories.
10. The vendor must, at a minimum and to the extent that it is applicable, include the standard invoice package contents for PRMP, including, but not limited to:
 - a. An authorized representative of the contracted party must sign an itemized description of services rendered for the invoice period.
 - b. 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.
 - c. Provide PRMP with a summary of time and materials-related costs of hours for services rendered inside and outside Puerto Rico and for each vendor resource.
 - d. Provide the PRMP with a list of all deliverables and services completed within an invoice period and evidence that the PRMP has accepted and approved the work.
 - e. Provide PRMP with three (3) physical and one (1) electronic invoice packages in support of the PRMP's review and approval of each invoice.
 - i. Invoice Package #1 – Original Signature
 - ii. Invoice Packages #2 - #3 – Hard Copy
 - iii. Invoice Package #4 – Electronic
11. The vendor must use industry-standard program management standards, methodologies, and processes to help ensure the services are delivered on time, within scope, within budget, and per PRMP's quality expectations.
12. 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 meets deliverable dates, produces quality materials, consistently maintains high quality and production rates, and meets RFP standards without significant rework or revision.

13. The vendor must agree that PRMP retains ownership of all data, procedures, applications, licenses, and materials procured or developed during the contract period.
14. The vendor must provide evidence that staff have completed all necessary forms before executing work for the contract.
15. 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:
 - a. Protected Health Information (PHI)
 - b. Personally Identifiable Information (PII)
 - c. Financial Transaction Information (FTI)
 - d. Social Security Administration (SSA) data includes, but is not limited to, information on family, friends, and acquaintances.

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

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

Attachment F: Response to Statement of Work

This section will instruct 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.

Vendor Qualifications and Experience

1. Please describe in narrative form the following requirements:

- a. Provide an overview of your organization, detailing, among other things, your qualifications and experience, whether you have existing business relationships with Puerto Rico, any current business disputes, and references of current or past clients.

Scope and Requirements

1. Please describe in narrative form how your organization will meet the following requirements (a-n):

- a. Describe your capabilities, knowledge, and experience performing the services described in the **Statement of Work** of this RFP.

<Response>

- b. Describe your capabilities, knowledge, and experience assisting state/federal agencies/organizations with the services requested in this RFP, particularly your understanding of the Medicaid program's/CMS-specific security requirements, regulations, and documentation.

<Response>

- c. List your specific privacy and security experience and relevant auditing certifications, emphasizing those examples listed in the **Executive Summary Section** of this RFP.

<Response>

- d. Describe your approach in developing an assessment strategy and procedure that will provide PRMP with a standardized approach for planning and resourcing the Security and Privacy Control Assessment (SCA) of its information systems and underlying components.

<Response>

- e. Describe your capabilities to perform security assessments that meet the CMS Framework for the Independent Assessment of Security and Privacy

Controls Version 3.1 Final, dated June 16, 2022, the MARS-E (or ARC-AMPE) requirements and more stringent security certifications.

<Response>

- f. Describe your capabilities, knowledge, and experience in determining whether the security and privacy controls are implemented correctly, operate as intended, and produce the desired outcomes for meeting the security and privacy requirements of the application(s) and/or system(s).

<Response>

- g. Describe how you can rapidly identify compliance gaps and support PRMP efforts to achieve MARS-E (or ARC-AMPE) compliance.

<Response>

- h. Describe how you can ensure PRMP compliance with the latest applicable regulatory guidance if any referenced standards or publications are updated (e.g., MARS-E, NIST, etc.).

<Response>

- i. Describe the overall approach and plan for assessing, among others, PRMP's systems, applications, programs, and processes, including an illustration of the timeline with key activities, deliverables, and milestones that include the anticipated resource allocations that will support the proposed plan.

<Response>

- j. Describe your approach toward collaborating with PRDoH/PRMP staff to ensure compliance with CMS and other applicable standards.

<Response>

- k. Describe your approach and/or methodology to reduce the risks posed to a particular application or system and protect all sensitive information, including assigning business and system risk levels following the methodology outlined in NIST Special Publication 800-30, Rev. 1, Guide for Conducting Risk Assessments, and following CMS required levels of granularity.

<Response>

- l. Describe your approach to using recognized industry standard frameworks for evaluating privacy and security controls that can allow PRDoH/PRMP to demonstrate to CMS the compliance of its systems with MARS-E 2.2 requirements (for example, not limited to ISO 27001:2022 or NIST 800-53

Moderate).

<Response>

- m. Provide details of the penetration testing tools and techniques that will be proposed to simulate vulnerabilities. Note: The proposed tools that might pose a risk to the computing environment must be identified in the SAP.

<Response>

- n. Describe your approach to ensure that the impartial and unbiased nature of the assessment processes will be preserved.

<Response>

2. Describe how your team will perform the work involved toward meeting the requirements in the following tasks and/or anticipated deliverables:

- a. Work Plan with tasks, resources, and timeframe for completing the assessment(s) and providing all the required reports/deliverables.
- b. Security and Privacy Assessment Plan (SAP)
- c. Security Assessment Report (SAR)
- d. Security Assessment Workbook (SAW)
- e. Plan of Actions & Milestones (POA&M)
- f. Annual Security and Privacy Attestation Report
- g. Security Assessment Closeout Report
- h. Preliminary and Final Reports describing the work performed or completion of tasks.

Staffing, Project Organization, and Management

1. Please describe in narrative form how your organization will meet the following staffing requirements (a-f):

- a. Provide the names of the proposed staff for the Security and Privacy Assessment services, including their qualifications, experience, and references. Describe how the proposed staff are best suited to meet the requirements of this RFP.

<Response>

- b. Describe how you will identify, recruit, and/or support any staff that may be required to perform the services of this RFP.

<Response>

- c. Describe how staffing/resource needs or changes will be managed.

<Response>

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

<Response>

- e. Describe the management structure, staff management process, and how talent management support will be provided.

<Response>

- f. If a staff remediation plan is requested, describe how you will provide oversight and manage the remediation plan.

<Response>

2. Please describe in narrative form how your organization will meet the following requirements (a-e):

- a. Describe what you believe will be the most effective approach to managing the entire contract.

<Response>

- b. Describe how SLA will be monitored and reported.

<Response>

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

<Response>

- d. Describe the process for change requests.

<Response>

- e. Describe your disaster recovery and business continuity plans. How quickly can you restore services?

<Response>

Privacy and Security Requirements

1. Please describe in narrative form how your organization will meet the following requirements (a-f):

- a. Describe how you will ensure all staff, including subcontractors, will protect the confidentiality and integrity of sensitive data.

<Response>

- b. Describe how compliance with the HIPAA Privacy and Security Rules will be assessed under the services and requirements of this RFP.

<Response>

- c. Describe how you will ensure the “valid need to know” requirement when requesting access to any information related to the security and privacy of PRDoH/PRMP’s systems.

<Response>

- d. Please outline the risk assessment and vulnerability management approach in the context of Medicaid data.

<Response>

- e. How do you keep up to date with emerging threats and vulnerabilities in the healthcare sector, especially those that may impact the confidentiality, integrity, or availability of the PRMP’s information?

<Response>

- f. Describe how you will train staff to ensure they understand and observe requirements related to any confidentiality requirement in this RFP.

<Response>

Transition requirements

- 1. **Please describe in narrative form how your organization will meet the following transition requirements:**

- a. Describe the activities and methodology to be included in a Transition Plan if PRMP determines this as necessary while providing the services under this RFP.

<Response>

- b. Describe the staff (if any) responsible for the transition.

<Response>

- c. Describe your approach to maintaining a Documentation Repository during the requested transition.

<Response>

Attachment G: Terms and Conditions Response

This section describes the RFP's Terms and Conditions, 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 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 indicated 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.

2. RFP Terms and Conditions

RFP Terms and Conditions consist of provisions throughout this RFP. Moreover, these provisions encapsulate instructions, state, state, and federal procedures, as well as 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.

Printed Name / Signature of Authorized Personnel

Date

3. 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

4. Mandatory Requirements and Terms

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

Attachment E: Mandatory Requirements

- **Before 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 for awarding a contract according to this solicitation. For more information, please refer to the PR Treasury Department’s website <http://www.hacienda.pr.gov>.
- Before 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 coverage meeting minimum requirements as specified by this RFP. A failure to provide a current Certificate of Insurance will be considered a material breach and grounds for contract termination. A list of the Insurance policies that may be included in this Contract is provided in **Appendix 4: Proforma Contract Draft**.
- **Appendix 1: Service-Level Agreements and Performance Standards**
- **Appendix 4: Proforma Contract Draft** inclusive of HIPAA Business Associate Agreement

Vendors who 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 specified in this section.

Printed Name / Signature of Authorized Personnel

Date

5. 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 does not need to list patented equipment parts.

<Response>

6. Exceptions

The vendor should indicate exceptions to PRMP's Terms and Conditions in this RFP. Any exceptions should explain the vendor's inability to comply with such terms or conditions and, if applicable, the alternative language the vendor would find acceptable. Rejection of PRMP's Terms and Conditions, in part or in whole, or without any explanation, may cause 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 will be required for contract negotiations, if applicable. Failure to provide the applicable vendor terms, if any, as part of the RFP response may result in the rejection of the vendor's proposal.

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

- The vendor may add additional tables as appropriate.
- Do not submit the vendor's Standard Terms and Contracting Provisions instead 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 Attachment H: Outcomes Traceability Matrix (OTM). 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:
 - a. **“Will Meet”**: The vendor agrees to meet the outcomes, and each outcome is associated with a 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.
 - b. **“Will Not Meet”**: The vendor declines to meet the outcome, and each outcome is associated with 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, Table 8: Mandatory Qualifications and 5.4 Failure to Meet Mandatory Specifications.
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. This will provide the PRMP with a crosswalk and help ensure that each outcome specified in Attachment H is included in the vendor's response.

10. Appendices

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

The SLAs 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, subject to specific requirements identified in **Attachment E: Mandatory Requirements**. This section of the RFP contains expectations related to SLAs and the implications of meeting versus failing to meet the SLAs, as applicable. In addition, this section includes 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 per the SLAs as soon as possible.

The vendor should deduct any amount due because of the SLAs from their future payments, and those deductions should be made from the invoice's total dollar amount. Each invoice should also be accompanied by an SLA Report detailing those SLAs triggered within the invoice period. Each invoice should detail the total 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	Quarterly Status Report
SLA-011	Reporting Timelines
SLA-012	Compliance Adherence

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 as key indicators of the vendor’s performance in relation to 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 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). These hours do not include Puerto Rico and Federal holidays.
Key Performance Indicators (KPIs)	Monitor and report on the actual performance against targeted performance levels for specific metrics.
Response Time	The time required from PRMP to receive a response after an incident or problem is reported.
Service Levels	Shall mean the performance standard for a service being measured or output of a service.
Service Level Agreement or “SLA”	It refers to a document that outlines a commitment between a service provider and a client, including service details, the standards the provider must adhere to, and the metrics to measure the performance.
Service Levels Credits	Shall mean the monetary penalties assessed by PRMP against the Contractor, if any, for non-conformance with the applicable Service Levels. Any service level credits owed can be applied as a credit against invoices payable to the Contractor for the month in which the service level credits occurred.

Table 17: SLA Subject Area, Performance Standards, and Contract Remedies

ID	Subject Areas	Performance Standards	Contract Remedies
1.	Deliverables	The due dates for accepting deliverables will be agreed upon by PRMP and the vendor and finalized in the vendor’s work plan once formally approved by PRMP. The completion dates for these	PRMP shall assess up to \$100 per calendar day per deliverable from the agreed-upon deliverable acceptance date until each deliverable receives acceptance from PRMP.

ID	Subject Areas	Performance Standards	Contract Remedies
		<p>deliverables will be used as checkpoints for performance monitoring and vendor payments. The vendor's status reports will inform PRMP of the progress toward meeting these deliverable dates.</p>	
2.	Turnover	<p>The turnover and Closeout Management Plan defines the vendor's responsibilities related to turnover. Turnover will not be considered complete until PRMP accepts the Plan and its associated deliverables.</p>	<p>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.</p>
3.	Turnover Documentation	<p>The vendor must provide to PRMP or its designee, within seven (7) business days of notice of termination, the following information:</p> <ul style="list-style-type: none"> • Copies of all subcontracts and third-party contracts executed in connection with the services included in this contract. • A list of services subcontractors provided, including the subcontractors' names and contact information. <p>Other documentation as defined by PRMP.</p>	<p>PRMP shall assess up to \$500 for each calendar day beyond the seven (7) business days that the vendor does not deliver all required materials.</p>
4.	Email Triage and Acknowledgment	<p>The vendor must triage all inquiries received from PRMP-approved email addresses. Unless approved by PRMP, all emails must be acknowledged</p>	<p>\$100 per occurrence of an email not being acknowledged within twenty-four (24) hours. \$100 per occurrence of</p>

ID	Subject Areas	Performance Standards	Contract Remedies
		<p>within twenty-four (24) hours of receipt and resolved within three (3) business days. The vendor must forward to the designated PRMP staff within one (1) calendar day those inquiries that are either:</p> <ol style="list-style-type: none"> 1. Determined to be outside the response scope for the vendor. 2. Should be handled by PRMP staff. <p>Compliance and Calculation:</p> <ul style="list-style-type: none"> • 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 determined to be outside the vendor's response scope. 	<p>an email resolution not received within three (3) business days. \$100 per occurrence of emails forwarded outside the response scope of the vendor within one (1) calendar day.</p>
5.	Key Staff	<p>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.</p>	<p>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.</p>
6.	Key Staff Replacement	<p>The vendor will replace key staff in a timely fashion. Key staff replacement will occur within thirty (30) calendar days of removal unless PRMP's authorized representative approves a more extended period.</p>	<p>PRMP shall assess up to \$200 per business day for each business day after the initial thirty (30) calendar days allowed for which an acceptable replacement for that key staff position is not provided.</p>

ID	Subject Areas	Performance Standards	Contract Remedies
7.	Meeting Agendas	The vendor will prepare and distribute the meeting agenda and any documents to be addressed at the meeting at least one (1) Business Day before the meeting unless waived by PRMP.	PRMP shall assess up to \$200 per calendar day for each day an acceptable meeting agenda is not received on time.
8.	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.
9.	Monthly Status Reports	The Contractor must provide monthly reports identifying the status of the services provided to PRMP, including any issues. These reports shall be delivered at monthly intervals and not less than seven (7) business days following the end of the month.	PRMP shall assess up to \$200 per calendar day for each day an acceptable monthly report is not received on time. 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.
10.	Quarterly Status Report	The Contractor must provide quarterly reports identifying the status of the services provided to PRMP, including any issues. These reports shall be delivered within five (5) business days before a review meeting.	PRMP shall assess up to \$200 per calendar day for each day an acceptable quarterly report is not received on time. 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.
11.	Reporting Timelines	The vendor must comply with the agreed timelines between PRMP and the vendor for the various types of reports.	If the vendor fails to meet the agreed reporting timelines performance standard, PRMP shall assess up to \$300 per day. If the reporting timelines performance standard is

ID	Subject Areas	Performance Standards	Contract Remedies
			<p>not met repeatedly, 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 enhance the quality and accuracy of the reporting timelines.</p>
12	<p>Compliance Adherence</p>	<p>The vendor must support PRMP with relevant regulations, industry standards, and internal security policies. This KPI measures how security controls and practices align with established requirements.</p> <p>The 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.</p>	<p>If the vendor fails to meet the agreed-upon compliance adherence performance standard, PRMP will assess up to \$300 per day. If the Compliance Adherence performance standard is not met repeatedly, 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 remediating those gaps. This may include guidance on implementing necessary controls, addressing noncompliance findings, and collaborating with the</p>

ID	Subject Areas	Performance Standards	Contract Remedies
			organization's internal teams to ensure the effectiveness of remediation efforts.

Appendix 2: Deliverable Review Process and Deliverables Dictionary

All deliverables produced, maintained, and reviewed by the vendor must be done to encourage reuse and maintain consistency of content, format, methodologies, 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 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 described in this RFP. Documentation will be saved in a location to be determined by the PRMP before the contract is awarded. The vendor's quality management process should align with this deliverable review process and conform with any specific review process for these services. The review process allows the PRMP and vendor personnel to determine, at key service 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 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 a 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.

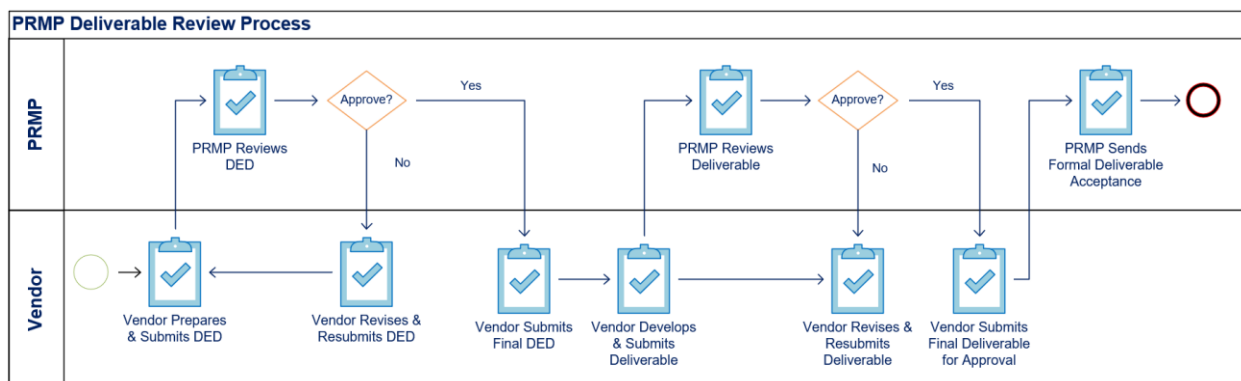
Before drafting the deliverable, the vendor shall submit a DED to the PRMP. The vendor shall schedule a meeting with the PRMP to establish an approved set of deliverable acceptance criteria to include in the DED. During the review process, the PRMP team will review the deliverable to determine whether 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 with the vendor’s deliverable submission. Deliverables shall be submitted in a client-ready state (e.g., no grammatical errors and formatting is appropriate) for 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 during the afternoon 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 acceptance, 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 the reason(s) for returning the deliverable in the notification. 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 five (5) business days from the date the vendor re-submits 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 aligned 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.

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 contract's life. 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 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	Monthly Status Report	Not less than seven (7) business days following the end of the month.
D02	Kickoff Meeting Materials	15 business days of contract execution
D03	Rick and Issues Management Plan	Within 120 days of contract start.
D04	Outcomes Traceability Matrix (OTM)	As agreed between PRMP and the vendor. Ongoing updates and submissions as necessary.

D01: Monthly Status Report

The vendor will produce a status report summarizing the information, 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 list 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 the 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 the original report date, planned completion date, priority, status, and actual completion date.
- **Outcomes Compliance**

The vendor should report progress toward and compliance with outcomes, as specified in the OTM. The vendor should provide updated data that is 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 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; this report will provide the details necessary to

support the PRMP's review and approval of each invoice.

D02: Kickoff Meeting Materials

All vendor key staff should attend the kickoff meeting, which 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 with the RFP and resulting contract.

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

The kickoff meeting materials should include information such as:

- Recap of understanding of the 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. This Plan is a document outlining the process for identifying, tracking, managing, mitigating, and resolving risks and issues that could impact the success of these services. The Plan should be developed per 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 per 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 and items that are in-scope and out-of-scope and their prioritization.
- Dependencies between the scope items and risks associated with including and removing items from the 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 per the PRMP's vision, goals, and objectives for the services and vendor. The vendor should maintain and update the OTM throughout the contract's

life cycle. 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 contract's life.

Appendix 3: Staff Qualifications, Experience, and Responsibilities

Please fill in the table below with the primary vendor roles anticipated to be necessary for successfully executing 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 vendor must have staff with at least one (1) resource who is fluent in Spanish and English.

Appendix 4: Proforma Contract Draft

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

PROFESSIONAL SERVICES CONTRACT

(RFP Name)

APPEARING

FOR THE FIRST PARTY: 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 the Secretary of Administration of the Department of Health, **RUBÉN MARTORELL NATAL**, of legal age, married and resident of Luquillo, Puerto Rico who may appear in representation of the Secretary of Health and are duly authorized to sign this Agreement by delegation made on September 24, 2023 in accordance with Act No. 81 of March 14, 1912, henceforth referred to as the **FIRST PARTY**.

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

WITNESSETH

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

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

WHEREAS: (Include agreement purposes.) Accordingly, the PRMP published on January 9, 2024, a request for (proposal name), that was adjudicated on _____ to the **SECOND PARTY**.

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

CLAUSES AND CONDITIONS

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

2. 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. For purposes of this clause, the term “Executive Branch entity” includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.

3. TIMETABLE AND WORK SITE AND ASSIGNED STAFF: The personnel provided by the **SECOND PARTY** will work for the **FIRST PARTY** on a flexible schedule in its own facilities or those of the **FIRST PARTY** and complete the enhancements according to the terms stipulated in the proposal, attached to this agreement as addendum 1. The **SECOND PARTY** will deliver to the **FIRST PARTY** a Staff Roster. The Staff Roster will disclose all staff assigned to work under the contract and it will contain at a minimum the following:

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

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

4. FOURTH: COMPENSATION: The **FIRST PARTY** shall be obligated to pay the

SECOND PARTY up to a maximum of \$ _____, according to the terms and conditions of this agreement.

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

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

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

1. supplier's name and address,
2. Date and invoice number,
3. contract number,
4. dates or periods in which the service was rendered,
5. nature and description of the matter attended, or service rendered,
6. detail of hours spent in the provision of the services.

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

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

The **FIRST PARTY** shall verify the invoices within twenty (20) working days of the receiving date of the invoice and, if they comply with the requirements set forth in this

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

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

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

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

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

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

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

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

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

7. **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.

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

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

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

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

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

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

Upon termination of this agreement, the **SECOND PARTY** shall proceed to delete the data and information collected from the **FIRST PARTY** and its users using the method and instructions to be provided by the Office of Informatics and Technological Advances of the **FIRST PARTY**.

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

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

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

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

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.
2. The negligent performance by the **SECOND PARTY** of its responsibilities, or the abandonment of such responsibilities.
3. The non-compliance by the **SECOND PARTY** of the regulations and procedures established by the **FIRST PARTY**.
4. The conviction or the determination of probable cause for indictment against the **SECOND PARTY** for the commission of a crime or offense against the public treasury or government administration or that involves public funds or properties, be it at the federal or state levels.
5. If the **SECOND PARTY** incurs in acts in violation of public policy legislation, such as sexual harassment, Workplace Harassment (Law No. 90-2020), discrimination, and use and abuse of controlled substances.
6. If the **SECOND PARTY** is accused, administratively or criminally, or convicted, of the fraudulent acquisition of any required credentials, when applicable.
7. If the **SECOND PARTY** loses its required licenses or does not maintain its required licenses up to date, when it is required for the provision of contracted services.
8. Cancellation or modification of any required insurance policy of the **SECOND PARTY**.
9. The **FIRST PARTY** may terminate this Agreement immediately if, in its sole discretion, determines that the **SECOND PARTY** has incurred in a violation of the privacy, confidentiality and security agreements regarding the use and disclosure of protected health information of patients of the **FIRST PARTY**. The failure to notify to the **FIRST PARTY** of any violation in the management of the Protected Health Information ("PHI") by the **SECOND PARTY**, its associates or subcontractors, shall be the cause for termination of this Agreement. The **FIRST PARTY** reserves the right to refer to the federal Department of Health and Human Services of any unsolved violations of **SECOND PARTY**.
10. The non-compliance with any clause of this Agreement shall be sufficient grounds for immediate termination of the Agreement.
11. The insufficiency of funds shall be just cause for the immediate termination of this agreement or modification of its **COMPENSATION CLAUSE**.
12. The Governor's Chief of Staff will have the power to terminate this Agreement at any moment during its term.
13. 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).

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

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

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

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

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 a 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]
8. 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.
9. Cooperate with the successor **SECOND PARTY**, other contractors, and the **FIRST PARTY** in the planning and transfer of operations.

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

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

Turnover and Closeout Management Plan. Prepare, or update, and submit to the **FIRST PARTY** the Turnover and Closeout Management Plan two (2) 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 Operational documentation and work artifacts.

The Turnover and Closeout Management Plan will include:

1. Key staff 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. Operational communication associated with risk management and operational 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 operational assets and data, as necessary.
11. Delivery of operational documentation in final as well as editable formats, including the Operations Management Plan(s), Master Operations Schedule, Risk and Issues Register, business/process design, business standard operational procedures, etc.
12. Transfer of Work Product, as applicable.
13. Transition or closure of active correspondence.
14. Delivery of the Closeout Report.

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

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

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

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:

14. MONETARY INTEREST:

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

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

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

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

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

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

16. FORMER GOVERNMENT EMPLOYEES:

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

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

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

_____ The **SECOND PARTY** certifies that not more than two (2) years have passed from the termination of the functions of one or some of its officers, directors and/or partners as public servants, nevertheless ad honorem services were being rendered according to the provisions of Section 4 . 6 of the Government Ethics Office Organic Act.

_____The **SECOND PARTY** certifies that one or some of its officers, director and/or partners have been public servants for the **FIRST PARTY**, and that no more than two (2) years have passed from the termination of their functions.

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

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

The **SECOND PARTY** acknowledges its obligation to inform, on a continuous basis and while this contract is on effect, of any circumstance related with the status of an ongoing investigation based on a commission of a crime against the public treasury, the public faith and duty, against government execution or that involves public property or funds, whether state or federal.

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

18. CONFIDENTIALITY. The **SECOND PARTY** acknowledges and accepts that, as a product of the required services, it may acquire sensitive, protected, or proprietary information of the **FIRST PARTY** and/or its users, which is not known or accessible to third parties. It is considered confidential; (1) any information of any type and nature that the **FIRST PARTY** wishes to keep confidential, (2) protected health information, (3) written, audio or electronic communications, (4) information contained in any document or format prepared, created or disclosed by the **FIRST PARTY**, (5) any information obtained or created by the **FIRST PARTY**, (6) any information declared confidential by any state or federal law.

Unless disclosure is legally required, the **SECOND PARTY** agrees to maintain absolute confidentiality of all information it acquires during the term of this agreement and so long as such information remains confidential.

The **SECOND PARTY** agrees that, with respect to the information obtained, it will not copy, use, make public, disclose or otherwise communicate it directly or indirectly, to any

other person, outside the course of the duties assigned to it, either during the course of the performance of services or at any time thereafter, unless an authorized representative of the **FIRST PARTY** so provides by written permission. If applicable, the **SECOND PARTY** acknowledges and agrees that such duty of confidentiality and secrecy shall be extended to its employees, representatives, contractors, consultants, as well as to any person who, for strict reasons, must have access to such information.

The **SECOND PARTY** expressly agrees that the confidential information may not be used by the **SECOND PARTY** for purposes unrelated to the **FIRST PARTY**, nor for purposes other than the services that the **SECOND PARTY** will provide to the **FIRST PARTY**, nor to obtain directly or indirectly any advantage or economic benefit for itself, any member of its family unit or for any other person, business or entity.

The **SECOND PARTY** shall adopt, with respect to such confidential information, the same security measures that it would normally adopt with respect to its confidential information, avoiding to the extent possible its loss, theft, subtraction, disclosure and/or use. Upon termination of this Agreement, the **SECOND PARTY** agrees that it will return to the **FIRST PARTY** all confidential information it has obtained as part of the performance of this Agreement.

The **SECOND PARTY** shall be liable in case it discloses, divulges, distributes, reproduces or uses the confidential, protected and/or proprietary information or documentation of the **FIRST PARTY**, in violation of this Clause, whether willfully or by mere negligence, the **SECOND PARTY** shall be liable for the damages caused. The **SECOND PARTY** understands that the violation of its duty of confidentiality may lead, among other legal mechanisms, to the termination of this Agreement.

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

1. Always maintain available for the **FIRST PARTY** or the Office of the Comptroller of Puerto Rico examination, all files, documents, books, and data pertaining to all matters covered by this contract.
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 report of the audit are issued.

20. NON-TRANSFERABILITY. The services to be provided by the **SECOND PARTY** under this contract shall not be transferable without previous notice and approval of the

FIRST PARTY. Their delegation to other parties will be just cause for the immediate termination of this contract. The **SECOND PARTY** will be responsible for any direct or indirect damage or detriment which might be caused to the **FIRST PARTY** because of a breach of this clause.

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

- Commercial General Insurance with limits no less than \$1,000,000 with an aggregate of \$2,000,000.
- Commercial Auto Liability with limits no less than \$300,000 and the following forms: Non- Owned Autos, Hired Autos.
- Professional Liability Insurance with limits no less than \$1,000,000.
- Cyber Riskliability coverage with limits no less than \$3,000,000.

The policies must have the following endorsements:

- Naming the **DEPARTMENT OF HEALTH** of Puerto Rico, as an additional insured.
- Including the Hold Harmless Agreement.
- Policies cannot be cancelled or modified without providing thirty (30) days prior written notice to the **DEPARTMENT OF HEALTH**, Office of Insurance and Risks (“Oficina de Seguros y Riesgos”), P. O. Box 70184, San Juan, Puerto Rico 00936-8184.
- Copy of all policies will be part of this Agreement’s file.

All policies shall contain a provision to the effect that the same may not be cancelled or modified, unless thirty (30) days prior written notice is given to **FIRST PARTY**, Oficina de Seguros y Riesgos, P.O. Box 70184, San Juan, Puerto Rico, 00936-8184.

A copy of the policies shall become part of this contract and failure to comply with any of the provisions of this clause shall be sufficient cause for immediate termination of this contract.

The **FIRST PARTY** shall not pay for services rendered during any period in which the policy is not in force.

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

23. INCOME TAX CERTIFICATION:

_____The **SECOND PARTY** certifies and warrants that it has fulfilled its income tax obligations and does not have any tax debts with the Commonwealth of Puerto Rico for the past five (5) years prior to the signing of this contract. It further certifies that it has no

outstanding debts with the government, such as any income tax debts, excise taxes, real estate or property taxes, including any special liens, license rights, payroll source taxes payment withholdings, interest income, dividend income, annuities income, salaries and any other income for any other concept.

OR

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

OR

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

AND

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

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

It is expressly accepted that these are essential conditions of this contract, and if the above certification is not accurate in any or all of its parts, this may construe sufficient

grounds for the annulment of this contract by the **FIRST PARTY**, and for the **SECOND PARTY** to be liable for the reimbursement of all sums of money paid under this contract.

24. CERTIFICATION OF SALES AND USE TAX (SUT):

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

OR

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

OR

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

OR

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

AND

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

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

It is expressly acknowledged that these are essential conditions to this contract, and if the aforementioned certification is not correct at all, or in part, it shall be sufficient cause for the

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

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

The **SECOND PARTY** certifies that it does not represent, 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, 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, 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.

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

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

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

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

28. CERTIFICATION REGARDING DEPARTMENT OF LABOR AND HUMAN RESOURCES:

MATTERS: The **SECOND PARTY** certifies and warrants that at the moment of executing this contract it has paid:

_____ Unemployment Insurance

_____ Temporary Disability

_____ Chauffeur’s Insurance

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

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

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

A. The federal law, Health Insurance Portability and Accountability Act of 1996

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

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

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

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

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 healthcare 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:

- i. 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.
- ii. 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.
- iii. Maintain a registry of shared PHI, with access to the **FIRST PARTY**, as required by 45 C.F.R. § 164.528.
- iv. Immediately inform the **FIRST PARTY** of any unauthorized use or disclosure as soon as it has knowledge.
- v. Require that any subcontractor or agent follow the restrictions and conditions that are applicable to the **FIRST PARTY** in the management of PHI, including electronic medical information. The **SECOND PARTY** shall, upon request from the **FIRST PARTY**, share the flow-down process undertaken with contractors in the management of PHI.
- vi. Incorporate any amendment to the individual information that is transmitted by the **FIRST PARTY**.
- vii. 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**.
- viii. The **SECOND PARTY** shall return to the **FIRST PARTY**, all the PHI that it possesses upon contract termination.
- ix. 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 healthcare professionals by the covered entity that is sharing the PHI. In these circumstances, the information to be shared will be identified in such manner that it does not identify the patient receiving health services.
 - 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 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 United States of America (U.S.) Department of Health and Human Services Office of Civil Rights in compliance with the Health Information Technology for Economic and Clinical Health Act, and the Genetic Information Nondiscrimination Act, and will report to the **FIRST PARTY** of all activities undertaken to resolve the incident. Additionally, the **SECOND PARTY** shall file a report with the **FIRST PARTY'S** HIPAA Office.

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

- G. 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.
- H. 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 duly presented and registered by the Comptroller of the Commonwealth of Puerto Rico as per Act Number 18 of October 30, 1975, as amended, by Act Number 127 of May 31, 2004.

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

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

35. SUBCONTRACTING: The **SECOND PARTY** shall not subcontract with any private entity with the purpose of delegating the essential services object of this contract. The **SECOND PARTY** shall only subcontract for personal services and professional and consulting services with the only purpose 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. DRESS CODE: The **SECOND PARTY** will be performing services at the **FIRST PARTY'S** facilities and therefore must observe appropriate and professional attire. The **FIRST PARTY** has a Dress Code, approved on January 19, 2021, which may be used as a guide to comply with this requirement.

37. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE: The **SECOND PARTY** agrees to provide all necessary documentation and to provide the **FIRST PARTY** with evidence of having the Data Universal Numbering System (DUNS) 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).

38. WHISTLEBLOWING POLICY: The statute [41 U.S.C. §4712] states that an employee of a contractor, subcontractor, grantee, or sub-grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure that the employee reasonable believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A member of the Congress, or a representative of a Congressional Committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, grantee, or sub-grantee who has the responsibility to investigate, discover, or address misconduct.

39. 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.

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 shall any payment be due under this contract until the **SECOND PARTY** is registered under the RUP and the Eligibility Certificate is submitted to the **FIRST PARTY**.

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/), related to contracts, inclusive of any amendments, modifications or extensions, with an aggregate expected value of \$10,000,000.00 or more, which must be submitted to the FOMB for review and approval prior to its execution, subject to the following requirement:

The Parties acknowledge that the **SECOND PARTY** has submitted the certification entitled Contractor Certification Requirement required pursuant to the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico, signed under penalty of perjury by the Contractor's Executive Director or equivalent highest ranking official.

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

The **SECOND PARTY** acknowledges and accepts that if any of the information provided to the **FOMB** is not complete, precise and correct, will render this Contract null and void and the **SECOND PARTY** will have the obligation to reimburse immediately to the **FIRST PARTY** any amount, payment or benefit received under this Contract.

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**.

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.

44. ULTRAVIRES: IN ACCORDANCE WITH THE RULES OF LAW AND THE STANDARDS THAT GOVERN THE CONTRACTING OF SERVICES, THE PERSONS APPEARING FOR THIS CONTRACT ACKNOWLEDGE THAT NO SERVICES SHALL

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

ATTESTATION

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

In San Juan, Puerto Rico, today _____, 202__.

SECOND PARTY

FIRST PARTY

ss

660-43-7470

CARLOS MELLADO LÓPEZ, MD

Secretary of Health

FELIX RODRÍGUEZ SCHMIDT, MD

Undersecretary of Health

RUBÉN MARTORELL NATAL

Secretary of Administration

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

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
CISA	Cybersecurity & Infrastructure Security Agency
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
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

Acronym	Term
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

Acronym	Term
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