



DEPARTAMENTO DE SALUD
GOBIERNO DE PUERTO RICO
PROGRAMA MEDICAID

Puerto Rico Medicaid Program
Puerto Rico Health Information Exchange (PRHIE)
Operations and Technical Services
Request for Proposals (RFP)

2025-PRMP-MES-HIE-001

March 26, 2025



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1. Executive Summary

1.1 Purpose of the RFP

The Puerto Rico Department of Health (PRDoH) Puerto Rico Medicaid Program (PRMP) issues this Health Information Exchange Operations and Technical Services to solicit vendor proposals for HIE operational and technical services. This RFP details the requirements of submitted proposals and includes minimum contract requirements and PRMP's process for evaluating responses and selecting a vendor(s).

PRMP seeks a vendor to provide HIE operational services and oversee and/or manage the provision of HIE technical services. PRMP aims to contract with a vendor that is capable of successfully providing HIE services to the Commonwealth's healthcare system and the PRDoH. PRMP expects to contract with a vendor that demonstrates experience providing HIE services, understands Puerto Rico's healthcare community, and provides systems and services that align with PRMP's HIE goals and the interoperability efforts targeted nationwide. It is imperative that the HIE vendor leverages existing investments made to aggregate and normalize health data in a central repository (see **Section 2.3 Current HIE Operations and Technology Services** for details). PRMP is open to working with a Puerto Rico Health Information Exchange (PRHIE) vendor who partners with the existing technical platform provider or offers a solution that includes working with one or more new technical vendors.

Through this RFP, PRMP seeks to procure necessary services at the most favorable and competitive prices, and to give all qualified vendors an opportunity to do business with PRMP.

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

1.2 Location

The PRMP central office is located at:

268 Luis Muñoz Rivera Avenue (World Plaza Building)
Suite 501
San Juan, Puerto Rico 00918

1.3 RFP Timeline

The schedule of events for this RFP is detailed in . All dates after the proposal submission due date are anticipatory. PRMP reserves the right to change this schedule at any time. If PRMP changes the schedule before the technical proposal is opened, it will do so through an announcement on the PRDoH Government Contracting website:

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

and/or via email from the solicitation coordinator. Modifications to this RFP are posted on the above websites under the heading of "Important Update."



The announcement will be followed by an amendment to this RFP, also available through the PRDoH website and/or via email from the solicitation coordinator. It is each 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: RFP Schedule of Events

Event	Date
RFP Released to Public	3/26/2025
Notice of Intent to Respond	4/4/2025 (3:00 pm AT)
Vendor's Written Questions Submission Deadline	4/4/2025 (3:00 pm AT)
Question Responses Posted	4/11/2025
Proposal Submission Due Date / Time	4/25/2025 (3:00 pm AT)
Technical Proposal Opening	TBD
Oral Presentations	TBD
Cost Proposal Opening	TBD
Notice of Award	TBD
Contract Signature and Distribution	TBD

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas. The time zone applicable to this RFP is Atlantic Standard Time (AST).

2. Background and Overview of Existing Programs and Services

2.1 State Medicaid Agency (SMA)

PRDoH is comprised of approximately 11 offices that as an Agency, “safeguards the right to health and promotes a preventive, integrated, accessible, and equitable system that accurately addresses the public health needs of Puerto Rico's communities.”¹ PRDoH operates public health registries and disease surveillance programs including epidemiology, immunizations, and vital records, as well as a public health laboratory. PRDoH is the SMA within the Commonwealth of Puerto Rico.

Within PRDoH, PRMP is responsible for the management of the Medicaid Program—it is the Single State Agency (SSA) for administering the State Medicaid Plan. The Puerto Rico Health Insurance Administration Act (PRHIA) created the Administración de Seguros de Salud (ASES), which is responsible for contracting with and monitoring services provided by the Medicaid Managed Care Organizations (MCOs) and other carriers contracted with the Government Health Plan (GHP or Plan Vital).

PRMP is responsible for the management of federal investments focused on the efficient and economical operation of the Puerto Rico Medicaid Enterprise System (PRMES). The PRMES includes the Puerto Rico Medicaid Management Information System (PRMMIS), Provider Enrollment Portal (PEP), Eligibility and Enrollment (E&E) system known as Medicaid Information Technology Initiative, Third Generation (MEDITI3G), the Commonwealth's Health Information Exchange (HIE), and the staff, vendors, and interfaces supporting the PRMES.

In collaboration with PRMP and PRDoH staff, HIE is governed with support from the PRHIE Advisory Council, a newly established cross-sector group that works to inform, oversee, and evaluate PRMP's HIE strategy.

2.1.1 Administración de Seguros de Salud

The ASES is responsible for negotiating, implementing, and administering contracts with the Medicaid MCOs, and health services organizations, via the Medicaid health insurance system, Plan Vital, that provides all Medicaid beneficiaries with access to quality medical care, regardless of their economic condition and ability to pay. As of October 2022, Plan Vital provides services to approximately 1,282,479 Medicaid beneficiaries throughout the Commonwealth. ASES also supervises and evaluates the services offered by the contracted MCOs.

2.1.2 Managed Care Organizations

An MCO is a health plan comprised of a group of doctors and other providers working together to provide health services to its beneficiaries. An MCO covers all Medicaid services, including

¹ Puerto Rico Department of Health. Mission and Vision. Accessed: November 6, 2023. <https://www.salud.pr.gov/CMS/128>

medical services, behavioral health services, nursing facility services, and other services allowed by Puerto Rico Medicaid. Currently Plan Vital contracts with four MCOs: Triple-S, Medicare y Mucho Mas (MMM), First Medical, and Plan de Salud Menonita (PSM).

2.1.3 Secretariat of Family Health and Integrated Services (Immunization Division)

The main objective of the Immunization Division—which is part of the Office of Family Health and Integrated Services—is to prevent the emergence of cases of diseases for which vaccines are available (e.g., common measles, mumps, polio, influenza). The Division supplies vaccines to the population eligible for Medicaid, audits the program, and provides education to parents. The Division also supports the immunization registry, which captures information on vaccines administered in Puerto Rico.

2.1.4 Secretariat of Environmental Health and Public Health Laboratory

PRDoH operates the Public Health Laboratories, which are responsible for testing, surveillance monitoring, and reporting of various diseases and conditions, both human and animal. Public health laboratories receive specimens for testing from providers, report results, track the data on reportable conditions, and send reports to the Centers for Disease Control and Prevention (CDC). The Public Health Laboratory system consists of four facilities across the island, and each location houses between one and eight individual laboratories responsible for pathogen surveillance and diagnosis, environmental water testing, and milk testing. The central laboratory in San Juan provides support to the three regional facilities².

2.1.5 Secretariat of Epidemiology and Research

The Office of Epidemiology and Research is responsible for developing and maintaining surveillance systems to measure the impact of diseases and conditions on the health of the inhabitants of Puerto Rico, as well as developing the capacity and infrastructure necessary to respond to and control outbreaks or events that threaten the health of the inhabitants of Puerto Rico.

2.2 Puerto Rico Medicaid Providers

A provider is a licensed healthcare facility, institution, program, or health professional that delivers healthcare services. Providers must be enrolled in Medicaid to participate and provide services to Puerto Rico Medicaid beneficiaries. As of October 2022, a total of 26,530 active providers serves Puerto Rico Medicaid beneficiaries.

When a beneficiary enrolls in the GHP and selects an MCO, they must choose a primary care physician (PCP) from the MCO's network. The PCP is the primary provider the beneficiary will see for most of their healthcare.

2.2.1 Hospitals

² Source: <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6586791/>



Puerto Rico currently has approximately 61 hospital facilities³, including public hospitals, for profit and nonprofit private hospitals, children’s hospitals, an academic medical center, and a Level 1 trauma center in San Juan. In addition, the Hospital Association (Asociación de Hospitales de Puerto Rico [AHPR]) is an active voice for hospitals on the island, advocating for hospitals at the federal and territory level.

In partnership with M.D. Anderson, the University of Puerto Rico also operates a Comprehensive Cancer Center (CCC), reportedly the first of its kind in the U.S. to focus on the development of cancer treatments for the Hispanic population. The CCC operates the Puerto Rico Cancer Registry.

2.2.2 Primary Health Centers/Federally Qualified Health Centers

Puerto Rico’s Primary Health Centers are community-based, nonprofit corporations that play a vital role in providing access to primary and preventive healthcare, particularly in poor and underserved areas. The principal Primary Health Centers are federally qualified health centers, or FQHCs. They are also called “Centros 330” (330 Centers) in Puerto Rico based on their funding source—grants from Section 330 of the Public Health Services Act (PHSA), administered under the Health Resources and Services Administration (HRSA). Additional Primary Health Centers may qualify as “FQHC Look-Alikes,” which receive Medicaid reimbursement and some HRSA project funding but are not eligible for Section 330 grants. FQHCs are designed to provide affordable, accessible, and high-quality primary healthcare regardless of ability to pay. Twenty-two organizations receive federal funds from Section 330 and deliver services to more than 392,000 Puerto Ricans in over 85 facilities, four schools, and 10 mobile units. One source indicates there are approximately 420 physicians in the Primary Health Center network.

All Primary Health Centers receiving Section 330 funds are also part of the Puerto Rico Primary Health Association, Inc. (ASPPR), a nonprofit organization that receives federal funds to provide technical assistance, training, and support to the organizations. ASPPR also includes the Puerto Rico Primary Care Association Network (PRPCAN), the chosen name for the Health Center Controlled Network (HCCN) funded by HRSA, to increase the use of information technology to support value-based care. PRPCAN works alongside Primary Health Centers to address operational and clinical challenges related to the use of health IT.

2.2.3 Independent Physicians

Puerto Rico’s healthcare system is supported by a wide variety of healthcare professionals, with physicians as the backbone of the healthcare network. Estimates from 2018 indicate that Puerto Rico has about 9,787 active physicians, 3,857 of which are primary care physicians and about 7,000 are Medicaid providers. The Commonwealth also authorized licensure of physician assistants in 2019. As of 2017, there were reported to be approximately 1,100 practicing dentists in Puerto Rico.

³ Source: <http://www.pridco.com/>

Physicians in Puerto Rico are represented by professional associations, including the Independent Practice Associations of Puerto Rico (IPAPR), an organization—through 23 partner IPAS—that brings together over 1,850 primary physicians who care for more than one million patients throughout Puerto Rico.

In addition, the Puerto Rico College of Physicians and Surgeons is a mandatory membership organization statutorily created by Puerto Rico Law 77-1994 that represents all of Puerto Rico's licensed physicians, and the College of Dental Surgeons of Puerto Rico is an organization statutorily created by Puerto Rico Law Number 162 that represents dentists on the island.

2.2.4 Long-Term Care and Home- and Community-Based Service Providers

Reliable publicly available information on long-term care (LTC) and home- and community-based service (HCBS) providers in Puerto Rico is limited. As these providers are an important part of the healthcare provider community and fulfill a vital need for patients, exchange of health information with them is important to achieving the vision and goals for the PRHIE. Future HIE planning efforts should attempt to gather additional information about the current state of these provider groups.

2.2.5 Behavioral Health Providers

Reliable, publicly available information on behavioral health providers in Puerto Rico is limited. As these providers are an important part of the healthcare provider community and fulfill a vital need for patients, exchange of health information with them is important to achieving the vision and goals for the PRHIE. Future health IT/HIE planning efforts should attempt to gather additional information about the current state of this provider group.

Estimates from 2024 indicate that there are 98 substance use facilities, 67 mental health facilities, and 397 buprenorphine practitioners.

2.2.6 Reference Laboratories

Several reference laboratory companies with 855 clinical laboratories are reported to exist on the island, including but not limited to SAIL, BioNuclear, Syndeo, Tekpro, Quest Diagnostics, and Immuno.

2.2.7 Pharmacies

Pharmacies in Puerto Rico are dominated by pharmacy chains, such as Walgreens, Walmart, and CVS. The island's largest pharmacy benefits manager (PBM), Abarca, covers more than 900 retail outlets.

2.2.8 Diagnostic Imaging Facilities

Reliable publicly available information on independent diagnostic imaging facilities in Puerto Rico is limited. As these providers are an important part of the healthcare provider community and fulfill a vital need for patients, the exchange of health information with them is important to achieving the vision and goals for the PRHIE. Future health IT/HIE planning efforts should attempt to gather additional information about the current state of this provider group.

2.2.9 Mental Health and Anti-Addiction Services Administration

The Mental Health and Anti-Addiction Services Administration (ASSMCA) is a Puerto Rico-based government agency associated with the United States (U.S.) Department of Health and Human Services (DHHS) Substance Abuse and Mental Health Services Administration. ASSMCA evaluates, monitors, and certifies that the services offered in public and private agencies and organizations licensed by ASSMCA for the prevention, treatment, and rehabilitation of people with mental health problems, addictive disorders, or substance dependence meet the highest quality standards.

In 2017, ASSMCA was tasked with creation of the Controlled Medication Prescription Monitoring Program through Act No. 70-2017. The Act sought to create an electronic monitoring system to help ensure that controlled medications are dispensed only to appropriate persons by authorized dispensers, helping to combat prescription drug abuse. The Act was effective immediately, although ASSMCA had six months to organize and establish the program.

ASSMCA is responsible for prescribing and licensing related to prescribing of controlled substances. ASSMCA is responsible for management of the Prescription Drug Monitoring Program (PDMP).

2.3 Current HIE Operations and Technology Services

Puerto Rico introduced Law 40 of 2012⁴ to develop and implement plans for health information exchange (HIE) across the Commonwealth's healthcare ecosystem through operation of Puerto Rico's HIE, also referred to as the PRHIE. In 2020, PRMP began contracting with Health Gorilla to provide technical planning HIE services. Due to the timing of the contract, much of the initial focus of the HIE work was on collecting and distributing data to support the COVID-19 response.

Currently, the HIE is operated by PRMP, in partnership with Health Gorilla (technical services vendor). Through this RFP process, PRMP seeks to designate a single vendor to establish a new HIE services entity (a.k.a. PRHIE vendor) that serves Puerto Rico's Department of Health (PRDoH), the people of Puerto Rico, and the healthcare community.

PRMP's current HIE services contract with Health Gorilla includes:

- The maintenance of interfaces to disseminate HL-7 clinical messages from hospitals, Lab Information Management Systems (LIMS) and FQHCs to the HIE platform.
- Maintenance of the HIE data repository (Data Warehouse).
- Record locator and data standardization and normalization activities.
- Transition support activities.

Health Gorilla provides HIE data directly to PRDoH's epidemiologists (supported by Inductive Health) and the COVID-19 clinical registry BioPortal. Roughly 75% of hospitals and 95% of LIMS systems are feeding at least one message type to the PRHIE data repository. Electronic Health

⁴ Source: <http://www.lexjuris.com/lexlex/Leyes2012/lexl2012040.htm>

Record (EHR) adoption in Puerto Rico is less than the rest of the nation. Similarly, there was/is a low participation rate in the federal EHR incentive programs. A recent Environmental Scan showed that approximately half of Puerto Rico's health care organizations have adopted EHRs. When asked about challenges with using the HIE, Environmental Scan respondents cited technical difficulties in integrating with their EHR systems and concerns about data privacy and security. See, Puerto Rico Environmental Scan Final Report, in the Procurement Library for additional details.

Health Gorilla provides HIE data directly to PRDoH's epidemiologists (supported by Inductive Health) and the COVID-19 clinical registry BioPortal. Roughly 75% of hospitals and 95% of LIMS systems are feeding at least one message type to the PRHIE data repository. The most used EHR vendors are local to Puerto Rico, including NeoMed (significant market coverage), EHRez, Infomedika, and Sabiamed. Some smaller inpatient facilities use EHRs from Prognosis, MDTimeline, NextGen, or Paragon. The Commonwealth-run healthcare services utilize Meditech. The federally qualified health centers in Puerto Rico generally contract with Greenway Health or e-Clinical Works for EHR systems and services. The main LIMS vendors in Puerto Rico include SAIL, LabInfo Systems, Tekpro, and Syndeo.

Table 2 below includes providers by type as of 2024, provided by the Puerto Rico Medicaid Program.

Table 2: Estimates of Puerto Rico Providers by Provider Type

Type	Estimated Number Based on 2024 Data
Hospitals	61 hospital facilities
Primary Health Centers/ FQHCs	117 FQHCs operated in urban and rural locations around the island
Independent Physicians	9,187 active physicians (3,857 are primary care physicians, and 7,000 are Medicaid providers)
VA Facilities	8 clinics
Physician Assistants	16
Nurse Practitioners	34,478
Dentists	1,094
Pharmacies	1,142 independent pharmacists; 973 locations
Ambulatory Surgery	30 ambulatory surgery centers
Behavioral Health Providers	98 substance use facilities, 67 mental health facilities, 397 buprenorphine practitioners 200+ licensed doctoral level psychologists (APA)
Laboratories	855 laboratory locations

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.



3. General Instructions

3.1 Scope

PRMP seeks to engage a vendor to conduct all necessary implementation and operational activities related to HIE Operations and Technical Services. Refer to **Section 4: Scope of Work (SOW)** for additional details on the project scope and PRMP's expectations of the selected PRHIE vendor. The initial project scope will include the establishment of a reliable, proven HIE operation and the configuration of HIE technical services. The focus of the HIE technical services is articulated in the PRHIE Roadmap

[<https://www.medicaid.pr.gov/Home/NotificacionServiciosProfesionales/>] and in **Section 4: Scope of Work (SOW)**.

3.2 Contract Duration

PRMP targets a contract start date for the awarded PRHIE vendor on or before August 15, 2025. For the purposes of this RFP, and contract start will be considered the day that the contract is executed between PRMP and the vendor.

The contract base term is two (2) years with two optional two (2)-year extensions (potential for six [6] years total). During the optional years, PRMP may execute contracts for vendor services that span one (1) or more months. Contract award is contingent upon the CMS, PRDoH, and other Commonwealth agencies' approval of the contract and the availability of associated funding over the contract term. PRMP anticipates the need to execute contract amendments throughout the contract performance period or up to the time the contract is terminated (whichever is sooner).

3.3 Nondiscrimination

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

3.4 RFP Communications

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

2025-PRMP-MES-HIE-001 Unauthorized contact about this RFP with employees or officials of the Commonwealth, except as detailed below, may result in the vendor's disqualification from consideration under this procurement.

Vendors must direct all communication concerning this RFP to PRMP Procurement Unit using only the email address below for all solicitation communications:

medicaid.procurement@salud.pr.gov

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

Vendors must submit all questions and comments, including requests for clarification, to PRMP via email. Questions must be received no later than 3:00 pm AST on the Vendor's Written Questions Submission Deadline detailed in **Section 1.3 RFP Timeline**.

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

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

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 only if the communication specifically so states.

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 determine the accuracy of such data or information; however, the vendor is obligated to independently verify any data or information PRMP provides. PRMP expressly disclaims the accuracy of any information or data that it provides to vendors.

Vendors with a handicap or disability may receive accommodations relating to the communication of this RFP and participation in the RFP process. Vendors may contact the PRMP Procurement Unit at the above email address to request such reasonable accommodation.

3.5 Vendor Questions and Comments

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

Any vendor having questions and comments concerning this RFP must provide them in writing to PRMP no later than the vendor written questions submission deadline detailed in **Section 1.3 RFP Timeline**. Questions and comments should be sent directly to:

medicaid.procurement@salud.pr.gov



PRMP's communications with vendors will be limited after the proposal submission date. PRMP's communications with vendors will primarily be limited to notice of oral presentations, award, and/or requests for clarifications. Vendors should refer to the PRDoH Government Contracting website: <https://medicaid.pr.gov/Home/NotificacionServiciosProfesionales/> for updates regarding the RFP.

3.6 Notice of Intent to Respond

Vendors should submit a Notice of Intent to Respond (in the form of a simple email or other written communication) to the solicitation coordinator identified in **Section 3.4 RFP Communications**. Such notice should include the following information:

- Business or individual's name (as appropriate)
- Contact person's name and title
- Contact person's mailing address, telephone number, and email address

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response. Regardless of the submission of a Notice of Intent to Respond, vendors are responsible for monitoring the official posting site of the RFP for any posted amendments or notifications regarding this RFP.

3.7 Proposal Submission

A vendor must ensure that PRMP receives a response no later than the submission deadline time and date detailed in **Section 1.3 RFP Timeline**. PRMP will not accept late responses, and a vendor's failure to submit a response before the deadline will result in disqualification of the response as outlined in **Section 3.10 PRMP Right of Rejection**. It is the responsibility of the vendor to determine any additional security requirements with respect to packaging and delivery to PRMP. Vendors should be mindful of any potential delays due to security screening, weather, mail delays, and orders of stay or other filing delays whether foreseeable or unforeseeable.

3.8 Amendments to the RFP

PRMP may amend this RFP up to (2) two business days before the established deadline for proposal submissions, if such amendments will have an impact on the vendors' proposals. PRMP may amend this RFP up to (1) one business day before the established deadline for proposal submission, if such amendments will not have an impact on the vendors' proposals.

Any amendment(s) to the RFP will be published via Important Update posted to the PRDoH Government Contracting website:

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

The vendor response must address the final RFP (including its attachments), as amended.

3.9 RFP Cancellation

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

3.10 PRMP Right of Rejection

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

3.11 Proposal Submittal and Instructions

3.11.1 Economy of Preparation

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

3.11.2 Incurring Cost

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

3.11.3 Exclusions

Organizations whose profit-driver and/or mission it is to serve a specific group of health care providers are not permitted to serve as the PRHIE vendor. Examples include health care payers (insurance carriers) and Managed Care Organizations. The goal of the HIE is to provide a utility-like data service to the entire island – employing an organization who may give preference to a specific population runs counter to this goal.

3.11.4 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 utilize 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 located in **Section 3: General Instructions**
- A response to any content requested within the attachments/response templates

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

As detailed in **Attachment E: Mandatory Specifications** and **Section 5.4: Failure to Meet Mandatory Specifications**, the vendor must meet the mandatory specifications as part of the submitted proposal. Failure on the part of the vendor to meet any of the mandatory specifications will result in disqualification of the proposal, at the sole discretion of PRMP. Mandatory specifications are not scored but are reviewed on a "pass" or "fail" basis.

Vendors are advised to limit marketing statements and positioning to the area(s) of the RFP applicable to those statement(s) and not include duplicative or otherwise repetitive statements throughout their responses. The vendor's in-line responses, inclusive of the text of PRMP's specifications, may not exceed the page count noted in each attachment and be limited to the minimum number of pages needed to respond. Vendors must choose a similarly sized typeface (generally 11 points for text and 10 points for tables) for PRMP's requirements and not use smaller than 9-point typeface 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 and Experience**, the following section only:
 - Business Disputes
- **Attachment D: Vendor Organization and Staffing**, the following sections only:
 - Key Staff Resumes
 - Key Staff References

Each proposal should contain the following tabbed sections identified in **Table 3: Expected Proposal Sections and Content Structure**. below for the in-line response. In general, where assumptions are noted, vendors are permitted to add a section to the attachment templates that allow for assumptions to be noted. Assumptions should not be provided as a replacement for exceptions.

Table 3: Expected Proposal Sections and Content Structure

Proposal Section	Response Template/Contents
Cost Proposal	Attachment A: Cost Proposal
Required Contents:	<ul style="list-style-type: none"> • Microsoft Excel Workbook: Attachment A
Technical Proposal	Attachment B: Title Page, Vendor Information, Executive Summary, Subcontractor Letters, and Table of Contents
Required Contents:	<ul style="list-style-type: none"> • Title Page



Proposal Section	Response Template/Contents
	<ul style="list-style-type: none"> • Cover Letter • Table of Contents • Vendor Information • Payment Address • Legal Notice Information • Executive Summary • Subcontractor Letters (if applicable) • Disclosure of Response Contents
Technical Proposal	Attachment C: Vendor Qualifications and Experience
Required Contents:	<ul style="list-style-type: none"> • Vendor Overview • Subcontractor Overview • Existing Business Relationships with Puerto Rico • Business Disputes • Attestation of Compliance with CFR 45.75.328, Paragraph A • Disclosure of Lobbying Activities • References • Vendor (Prime) References • Subcontractor References (if applicable)
Technical Proposal	Attachment D: Vendor Organization and Staffing
Required Contents:	<ul style="list-style-type: none"> • Initial Staffing Plan • Use of PRMP Staff • Collaboration with Incumbent Vendor Staff • Key Staff Resumes • Key Staff References
Technical Proposal	Attachment E: Mandatory Specifications
Required Contents:	<ul style="list-style-type: none"> • Submission Requirements • Mandatory Requirements • Mandatory Qualifications
Technical Proposal	Attachment F: Outcomes Traceability Matrix
Required Contents:	<ul style="list-style-type: none"> • Outcomes Traceability Matrix Workbook
Technical Proposal	Attachment G: Response to Statement of Work
Required Contents:	<ul style="list-style-type: none"> • Topic #1: Business Operations Services • Topic #2: Technology Services

Proposal Section	Response Template/Contents
Technical Proposal	Attachment H: Initial Project Schedule
Required Contents:	<ul style="list-style-type: none"> Initial Project Schedule (submitted in MS Projects and MS Excel formats)
Technical Proposal	Attachment I: Terms and Conditions Response
Required Contents:	<ul style="list-style-type: none"> Title Page RFP Terms and Conditions Customary Terms and Conditions Terms and Conditions Exceptions (signature and exceptions indicator) Mandatory Requirements and Terms Commercial Materials Exceptions

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

3.11.5 Two-Part Proposal Submission

Vendors must submit proposals in two distinct parts: (1) Technical and (2) Cost. Technical proposals should not contain any cost information relating to the operation. Cost proposals should contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a separate secondary cost proposal opening.

Vendors must submit one (1) original (with original signatures) printed copy of both the technical and cost proposals with original signatures and confirm the technical and cost proposals are packaged separately in sealed envelopes before submission.

In addition to printed copies of the technical and cost proposals, the vendor must submit two (2) electronic copies of its technical proposal (PDF and Microsoft Excel®, as appropriate) and 2 electronic copies of the cost proposal (Microsoft Excel® and PDF). The vendor must submit separate universal serial buses (USBs) or CDs, for both the technical and cost proposals for a total of four USBs and/or CDs (two [2] technical proposals and two [2] cost proposals). Vendors are prohibited from submitting proposals via email. Signatures are mandatory in all areas of the RFP where specifically requested from the vendor.

Proposals must be submitted to the mailing address below:

Puerto Rico Department of Health
 Medicaid Program, ATTN: PRMP Procurement Unit
 268 Luis Muñoz Rivera Ave.
 World Plaza – 5th Floor (Suite 501)

San Juan, Puerto Rico 00918

3.11.6 Response Reference

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

3.12 Changes to Proposals

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

3.13 Withdrawal of Proposals

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

3.14 Multiple Proposals

Through one contract, PRMP will contract with a PRHIE operator ("vendor") that will oversee business operations and the provision of HIE technical services.

It is up to the vendor community to determine their relationships with subcontractors and/or to identify a principal entity before submitting a response to this RFP. PRMP anticipates that submissions will be accepted in various formats. For example,

- The PRHIE vendor provides **Business Operations Services (see 4.2.1.)** and acts as a technology "broker" managing third-party **Technology Services (4.2.2)** that constitute the HIE solution; or
- The PRHIE vendor provides Business Operations Services and some Technology Services while contracting for other data or IT services as part of the complete HIE solution; or
- The PRHIE vendor provides all Business Operations Services and Technology Services.

A vendor proposing to become the PRHIE operator must not submit multiple responses in different forms and or scopes and cannot submit separate proposals as a principal or subcontractor. If a vendor submits more than one proposal, PRMP has the right to reject the proposals, as outlined in **Section 3.10 PRMP Right of Rejection**. However, subcontracts may be included in multiple proposals.



3.15 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the vendor must submit a copy of the joint venture agreement, which identifies the principals involved and their rights and responsibilities regarding performance and payment.

4. Scope of Work (SOW)

This section provides the required business and technical services and specifications required of the selected vendor as referred to throughout the RFP.

All specifications included in this section will be binding in the contract resulting from this RFP. For the purposes of this RFP, specifications are defined as the requirements and expectations that the selected vendor is accountable for managing and delivering.

The selected vendor will be responsible for the creation and support of all deliverables described in **Appendix 1B: Deliverable Dictionary** and compliance with all performance standards described in **Appendix 2: SLAs and Performance Standards**. All tasks and work products must be compatible with the PRMP standards including, but not limited to, Program Management Office (PgMO) Plan Aids and Enterprise Project Management Office (ePMO) Management Plans. See **Appendix 5: Procurement Library** for more details.

As part of their proposal, vendors are required to respond to the totality of specifications, outcomes, and deliverables expressed in this section and the remainder of the RFP. The selected vendor must perform, at a minimum, all necessary services and meet all expectations detailed in this RFP, including, but not limited to, **Section 4: Scope of Work (SOW)**, **Attachment E: Mandatory Specifications**, and **Attachment F: Outcomes Traceability Matrix (OTM) Instructions**.

Similarly, the selected vendor will be expected to focus on these sections as part of the initial design discussions with PRMP. In addition to this baseline expectation, PRMP also encourages and expects vendors to include in their proposal additional details and context that will improve the proposal and offer PRMP the best option for achieving its desired goals with the HIE.

The selected vendor is expected to conduct all necessary activities to meet the outcomes specified in **Attachment F: Outcomes Traceability Matrix (OTM) Instructions**. The OTM includes PRMP's expected programmatic outcomes. The OTM aligns with the specifications listed in the SOW of this RFP.

In this section references to "short-term" indicate priority items for PRMP and should be so reflected in the vendor's proposed implementation schedule. The references to "mid-term" can be interpreted as referring to later in the initial year, spanning into the second year. A "long-term" item can be interpreted as a second year or later goal that requires collaboration on specifying requirements.

4.1 Key Goals

Respondents must demonstrate an understanding of PRMP's goals to advance and mature health data exchange through use of an HIE. PRMP's vision for HIE (long-term objective) is to develop the HIE as a Health Data Utility.

PRMP's HIE goals are to:

1. Improve healthcare quality and safety and ease access to care
2. Increase patient engagement in achieving health and wellness
3. Gain operational efficiencies and reduce healthcare costs
4. Streamline information access to support clinical decision making
5. Enhance public health prevention, disease management, and emergency response
6. Develop systems to transparently govern health data exchange
7. Participate in national interoperability efforts
8. Advance interoperability in Puerto Rico

As illustrated in the PRHIE Roadmap, PRMP hopes to make progress in achieving these goals **over the next three years** by focusing on the establishment and development of the following HIE services:

- **Data Access:** Connecting providers to patients' longitudinal health records through means that positively augment current workflows
- **Electronic Notifications:** Notifying providers of patients' admittance, transfer, or discharge, as well as other related care events, from care directly through the HIE or by leveraging data on the HIE through a sponsored partnership with a third-party provider.
- **Public Health Reporting:** Automating capture of and reporting to Puerto Rico's public health authority, with an initial focus on supporting achievement of Promoting Interoperability Program objectives such as Electronic Lab Reporting and syndromic surveillance.
- **Emergency Response:** Leveraging real-time HIE information to support patient identification and care delivery and coordination in times of emergency.

Streamlined Modular Certification

Once established, PRMP expects that PRMP will demonstrate the value of HIE services and the associated impact on users and beneficiaries based on CMS' Streamlined Modular Certification process (see **Deliverables Dictionary, D18**). The HIE services may not need to be formally certified, but PRMP is required to use metrics and other artifacts to demonstrate the value of the services to the Medicaid community. Vendors are expected to support PRMP with the project's SMC effort in alignment with CMS guidance. Further, it will be incumbent upon the PRHIE vendor to participate in the process including supporting PRMP in identifying achievable metrics for demonstrating achievement of outcomes, providing the necessary documentation and presentations to represent pertinent system functionality, and estimating timelines for live functionality.

All metrics used to support outcome measures must illustrate the direct, positive impact of system functionality on the Medicaid program and/or its providers and patients. More on the Streamlined Modular Certification process can be found at

<https://cmsgov.github.io/CMCS-DSG-DSS-Certification/certification-process#:~:text=The%20Streamlined%20Modular%20Certification%20process%20is%20the%20certification,outcomes%29%20and%2C%20when%20applicable%2C%20state%20requirements%20%28state-specific%20outcomes%29.>

The following are examples of outcome objectives that represent PRMP's HIE program focus:

- Improve clinical decision making across care teams by providing access to real-time integrated health records through the PRHIE.
- Increase Medicaid beneficiaries' ability to control their own health data by using consent preferences to guide access to health records on the PRHIE.
- Increase care coordination services at transitions of care to reduce adverse outcomes such as hospital readmissions.
- Reduce provider burden by automating capture and exchange of public health data through the PRHIE.

4.2 HIE Vendor Service Specifications

The following sections provide a high-level summary of the responsibilities expected of the selected vendor, including business operations and technology services and specifications. **All specifications detailed in Section 4.2 HIE Vendor Specifications will be binding in the contract resulting from this RFP.** PRMP expects to contract with a vendor who can provide **HIE business operations (Section 4.2.1) and manage and oversee OR directly provide**

In **Attachment G: Response to SOW** vendors are expected to provide a narrative response, detailing how they can meet or exceed PRMP's specifications for vendor responsibilities, as detailed in the sections below. Refer to **Attachment G: Response to SOW** for additional details.

4.2.1 Business Operations Services

Business Model

PRMP seeks to designate a single vendor to establish a new HIE services entity (a.k.a. PRHIE vendor) that serves the Puerto Rico's Department of Health (PRDoH), the people of Puerto Rico, and the healthcare community. Together, PRDoH and PRMP seek to establish the commonly used public-private business model. In this model of public-private HIE operations, the state partners with a single private nonprofit organization, which is governed by a multistakeholder board of directors representing key HIE participants, government representatives, payers, and community organizations. The Commonwealth will rely on the PRHIE vendor to develop and provide HIE services that healthcare providers, payers, PRDoH, and other stakeholders will benefit from.

The PRHIE vendor will also be responsible for the operation and management of HIE services including all technology infrastructure and related services. It is acceptable for the PRHIE vendor to subcontract with one or more technical or operational service providers while acting as the single entity responsible to PRMP for delivering high-quality value-add HIE services for the Commonwealth. The PRHIE vendor may select to continue with existing technical service



providers or offer a new operating arrangement (see **Section 2.3** for a description of the current state).

The Commonwealth intends to fund a portion of the HIE activities with CMS' support as part of the PRMES, a group of systems working to serve Medicaid beneficiaries and providers through efficient and economical operations.

Below are the business and operational scope and services the vendor is expected to provide. **All services must be provided in both Spanish and English.** See **Table 4: PRHIE Vendor Operational Responsibilities** and Responsibilities for descriptions of each business area the vendor is responsible for.

Table 4: PRHIE Vendor Operational Responsibilities

PRHIE Vendor Operational Responsibilities		
#	Business Area	Description
1.	Governance	<ul style="list-style-type: none"> PRMP is responsible for coordinating the PRHIE Advisory Council, a cross-sector governance body that informs and evaluates HIE activities. It is expected that the PRHIE vendor will participate in the PRHIE Advisory Council meetings to (1) provide regular updates on progress to the Council and (2) to stay informed of the community's needs, experiences, and goals. The PRHIE vendor is to collaborate with key HIE stakeholders to identify and advance use cases meaningful to the continuum of care in the Commonwealth. The respondent must identify the role of engagement manager as an individual to be a liaison to PRMP and to participate in governance activities. This role will be supported by technical, operational, and financial resources as needed to address topics that arise while advancing the HIE. An assurance and the vendor's stated understanding of this outcome is expected in the response.
2.	Business Operations	<ul style="list-style-type: none"> The PRHIE vendor will be responsible for all business operations related to HIE services, staff operations, client (i.e., data submitters/participants and stakeholders) management, technical subcontractors/partnerships, and contracts required to execute the requirements of this SOW. All business operations, including policies, must refer to and comply with both Commonwealth and federal laws, that are applicable to HIE and protected health information (PHI). The PRHIE vendor is responsible for managing staff to achieve the Commonwealth's stated HIE goals. For example, the PRHIE vendor will provide staff with the operational systems (time keeping, customer relationship management, etc.) to successfully do their work providing HIE services. The PRHIE vendor will maintain and track the status of current participant agreements and patient consent information in alignment with the aforementioned laws and the governance body participation as described above. The PRHIE vendor will maintain standard operating

PRHIE Vendor Operational Responsibilities		
#	Business Area	Description
		<p>procedures for all operations identified as essential to business operations.</p> <ul style="list-style-type: none"> The PRHIE vendor must maintain a secure public website that provides a transparent representation of PRHIE operations including data sharing and management policies, service information, information for participants, leadership contacts, support information and contacts, patient consent information, and contacts for patients with questions.
3.	Data Governance	<ul style="list-style-type: none"> The PRHIE vendor will institute a clear data governance framework to work to ensure data policies support the Commonwealth's goals, PRMP's Medicaid Enterprise data governance work, and align with federal and local data sharing restrictions. The vendor will report on data quality using the World Health Organization Data Quality Dimensions (or similar construct). The vendor will provide data use and sharing agreements and business associate agreements as originated by them. The vendor will provide copies or links to HIE policies and procedures including data management and protection of PHI. The respondent must detail ability and experience managing an HIE data governance program.
4.	Policy	<ul style="list-style-type: none"> The PRHIE vendor will be responsible for all operational policies governing all services in this SOW. Currently, there are minimal draft policies, and work is required to establish HIE operational policies. Vendors may be able to leverage and adapt existing policies. The PRHIE vendor must transparently communicate all pertinent policies (including participant agreements) to participants, the Commonwealth, and key stakeholders. As noted, HIE policies must be made available publicly (e.g., posted on the PRHIE's public website). Participation agreements must be approved by PRMP and represent relevant PRDoH data sharing policies. The respondent must provide assurance that this will occur and include a process for notifying impacted parties of pertinent policy updates.
5.	Technical Assistance	<ul style="list-style-type: none"> The PRHIE vendor will provide technical assistance to healthcare providers to onboard, connect, transition, and maintain real-time connections to the HIE. Services will include initial and ongoing technical support for interfaces, data specifications, and data capture in partnership with EHR vendors as applicable. The respondent must describe the planned IT and operational technical assistance operation including, but not limited to, personnel, policies and procedures, and quantifiable expectations for technical assistance to be provided annually. The HIE will provide help desk support for problem resolution with users of the HIE. The vendor will support client and client EHR vendor



PRHIE Vendor Operational Responsibilities		
#	Business Area	Description
		<p>issues related to maintaining connections to the HIE and its supporting infrastructure and respond to all client technical support inquiries according to SLAs. The vendor will include help desk statistics from a recent time period.</p> <ul style="list-style-type: none"> • The HIE will support end users with onboarding and training. The vendor will provide on-demand training or support resources to help users learn how to use the portal, including, but not limited to, resources that will be accessible in emergency situations where time to train is limited and quick, task-oriented actions are needed. Onboarding and training statistics are expected to be included in operational reporting. • The respondent must describe the planned onboarding and training activities including but not limited to personnel, policies and procedures, and quantifiable expectations for onboarding and training to be provided annually.
6.	Operational Reporting and SLAs	<ul style="list-style-type: none"> • Through monthly operational reporting (as a minimum standard of communication), the PRHIE vendor is responsible for clearly and consistently communicating the status of all functionalities on the exchange and the status of HIE operations relevant to the achievement of the PRHIEs intended outcomes. Monthly operational reporting must include, but not be limited to: <ul style="list-style-type: none"> ○ Data source connections by organization type, regional locations, and MPI performance information and change ○ Status of all the clinical data repository and interfaces, including the MPI, ongoing implementation, and remediation activities ○ Data quality remediation efforts by data source and level of impact to the end-user community ○ Functionality of core systems depicted as HIE technical architecture ○ Partnership activities such as identification of new use cases, participation in state-run governance bodies, or contributions to health IT community activities ○ Status of outcomes-based services (care coordination, event notification, public health, and emergency response) ○ Status of meeting pre-determined KPIs ○ Other reported data and statistics indicated as a performance standard associated with specific outcomes and requirements in the RFP • The respondent must include descriptions of the process by which operational reporting data would be gathered and presented. • The vendor should include examples of operational reporting and information documents that illustrate the topics included in the reports.

PRHIE Vendor Operational Responsibilities		
#	Business Area	Description
7.	Technology Architecture and Vendor Partnerships	<ul style="list-style-type: none"> The HIE technical infrastructure and architecture supports the Commonwealth's desire to establish a health data utility that matches records from disparate sources, translates and harmonizes terminologies for common use of data, manages access controls based on Commonwealth and federal law and policy, allows for controlled data access to support care delivery, care coordination, event notification, emergency response support, automated public health reporting, and ongoing innovations in Medicaid operations. The respondent must provide a detailed description of the HIE technical architecture it uses now and will use for the PRHIE. This includes software and technology third-party vendor contracts and relationships (e.g., event notification service [ENS], MPI, data storage, master data management, security, interface engine, and consent management). The respondent must describe how the HIE technical architecture supports the requirements in Section 4. Respondents must articulate how systems and data will be managed to protect the privacy and security of the health information.

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Fee Based Services and Funding

The PRHIE vendor will only be permitted to charge for services that are deemed to not conflict with state and federal investments in the system.

- The PRHIE vendor must seek approval of all fee-based services in the Puerto Rico market before establishing a new contract for services.
- The PRHIE vendor must disclose all intentions to redisclose data aggregated through the HIE to third parties and seek and obtain PRDoH's approval for doing so.
- Fee-based services and all allowable data disclosures must be communicated to all PRHIE participants, which may be facilitated through the participant agreement.

The PRMP aims to gain approval of enhanced federal funding for the future maintenance of the PRHIE system. Once approved, the HIE may qualify for 75% enhanced federal financial participation (FFP) for maintenance and operations of the HIE, on a cost-allocated basis reflecting a Medicaid fair share. The remaining 25%, and additional percentage from the non-Medicaid FFP, of HIE funding will be a combination of Commonwealth funds and any allowable HIE service fees; however, Commonwealth funds will be used to provide the full 25%+ if needed.

The PRHIE vendor will provide an accurate account of revenue and expenses associated with services provided to other (non-Commonwealth) organizations. Such HIE usage may impact the calculation of Medicaid's financial share of HIE costs in relation to the FFP.

Staffing

The PRHIE vendor must maintain a sufficient staffing model to provide the services outlined in the contract while meeting or exceeding the applicable service level agreements. This must include services provided in Spanish and English by PRHIE staff roles including at a minimum project management, technical assistance, and training. Staff roles should be knowledgeable about the IT and operations of the Puerto Rican healthcare system.

The respondent must include evidence of existing and/or new staff roles and qualifications to meet the required scope of work. Evidence should include staffing comparisons to similar HIE implementations supported by the vendor, or to selected comparable HIEs in operation. The response should include a complete staffing analysis and proposed staffing levels and functions in **Attachment D: Vendor Organization and Staffing**.

4.2.2 Technology Services

PRMP seeks to contract with a vendor who can provide best-in-class technology services that facilitate effective HIE services locally and allow Puerto Rico to participate in nationwide interoperability. **Table 5: PRHIE Vendor Technical Responsibilities** lists each significant technology service area and description for which the PRHIE vendor is responsible. The respondents will describe in detail how they will deliver these services to the Puerto Rico healthcare and public health communities.

Below is the technical scope and services the vendor is expected to provide. See Table 5 for the description of each technology service required of the PRHIE vendor.

Table 5: PRHIE Vendor Technical Responsibilities

PRHIE Vendor Technology Services		
#	Technology Service	Description
1.	Master Data Management	<p>The HIE operator will be responsible for master data management (MDM) services that support the entire HIE technical infrastructure. MDM services must include:</p> <p>a. <u>Patient Identification and Matching:</u></p> <ul style="list-style-type: none"> Accurately identify and link patient records across different systems by utilizing robust matching algorithms to eliminate duplicate patient entries. This service is often referred to as a Master Patient Index (MPI). The MPI response must include current service statistics that show patient record link and match rates and trends over the last year to demonstrate proficient service expertise in this area. Puerto Rico has a complex patient identification environment and requires significant expertise in this service area. The service must match, link, and aggregate records across disparate data sources to help ensure the PRHIE provides a unique longitudinal health record for each person who receives care from PRHIE participants. Currently,

PRHIE Vendor Technology Services		
		<p>there are over 1 million solo records that require an MDM resolution.</p> <ul style="list-style-type: none"> • The HIE will be responsible for transforming local patient identifiers to meet HIE specifications for interoperable exchange. One important expectation for this service area is that the HIE will identify populations by payer, healthcare provider/organization, and HIE participant, as necessary to deliver the full spectrum of HIE services. For example, the HIE will be able to identify HIE data sets by the population of current Medicaid beneficiaries. The appropriate Medicaid information will be made available to deliver this service expectation. • The MPI must use deterministic and probabilistic methods to record linking and have experience with a large-scale HIE in broad use by its participants with proven results. The response should include a technical diagram, with written description, depicting the MPI service. <p>b. <u>Record Locator Services:</u></p> <ul style="list-style-type: none"> • The HIE will respond to external record locator requests based on national or regional network participation. <p>c. <u>Data Standardization:</u></p> <ul style="list-style-type: none"> • Applying consistent data standards to key patient data elements like names, addresses, dates of birth, medical codes, and insurance details to help ensure data integrity and comparability. <p>d. <u>Data Quality Management:</u></p> <ul style="list-style-type: none"> • Identifying and correcting data errors, inconsistencies, and missing information to maintain high data quality across the HIE network. <p>e. <u>Data Privacy:</u></p> <ul style="list-style-type: none"> • Establishing data ownership, access controls, and data governance policies to help ensure responsible data usage and compliance with regulations. <p>f. <u>Data Integration and De-duplication:</u></p> <ul style="list-style-type: none"> • Identifying and removing duplicate patient records to maintain a clean and accurate patient master list and single instance patient health record. <p>g. <u>Reference Data Management:</u></p> <ul style="list-style-type: none"> • Maintaining a centralized repository of standard reference data like medical codes, diagnoses, and medication history for consistent data interpretation.
2.	Interface Specifications,	<ul style="list-style-type: none"> • The HIE vendor will work to maintain and improve upon data interface specifications and quality control protocols that work to



PRHIE Vendor Technology Services		
	Configuration, and Management	<p>ensure participating institutions are transmitting the required data to the HIE.</p> <ul style="list-style-type: none"> Interface specifications must be based on current national specifications that meet interoperability requirements by the Center for Disease Control and Prevention (CDC) and The Assistant Secretary for Technology Policy/Office of the National Coordinator for Health Information Technology (referred to as "ASTP") standards. The HIE vendor is responsible for effectively communicating required specifications to participants during the initial technical onboarding process and working in a timely fashion to identify and remediate transmission errors after initial onboarding, as an ongoing data quality monitoring and remediation process to maintain data quality standards as much as possible in near real-time. The respondents must provide their current specifications and data quality onboarding and monitoring protocols and explain how data standards are required, managed, monitored, mitigated, and reported on to participants and governance bodies.
3.	Health Record Access	<ul style="list-style-type: none"> The HIE vendor will provide end users with real-time access to longitudinal health records to enable real-time care coordination information access and sharing. It is expected this service will be provided to Puerto Rico in the short-term. The HIE vendor will describe what services are available to support care coordination in real-time clinical workflows. The respondent must describe all services, including, but not limited to: <ul style="list-style-type: none"> Provider portal access and what is included for functionality and date in such portal/s. EHR-embedded data access workflows and/or APIs that maintain the end-users use of their local EHR when accessing HIE records. User Defined Access: Puerto Rico has specific and unique privacy concerns regarding health record access. The PRHIE must provide functionality that enables a participant to limit health record access by user role/group and treating relationship between the user and the patient. Please describe in detail how this functionality works and what the options are. Connection and participation in the eHealth Exchange national network to query and retrieve health records for patient care that occurs outside of Puerto Rico. Any other such service currently provided and/or plans for the provision of these services in Puerto Rico.
4.	Electronic Notification Services	<ul style="list-style-type: none"> The PRHIE vendor is responsible for supplying the healthcare community with ENS to notify and alert providers based on desired use-cases, such as for admission/discharge/transfers (ADTs)

PRHIE Vendor Technology Services		
	(e.g., ENS, Alerts, Notifications, etc.)	<p>encounters, diagnosis, emergency department and admissions utilization, etc. This service can be provided directly by the HIE vendor or its subcontractor. The HIE vendor may facilitate access to a subscription service (sponsored by the contract with PRMP) for participating institutions. The HIE should enable the ENS to include panel management for automated subscription delivery for large populations.</p> <ul style="list-style-type: none"> • ENS should meet the CMS conditions of participation requirements for ENS as stipulated in the CMS Interoperability and Patient Access final rule (CMS-9115-F) for hospitals/providers.
5.	Data Quality and Reporting Services	<ul style="list-style-type: none"> • As discussed above in #1, the HIE is responsible for setting data integrity standards and processes for all data sources (data contributors). This includes both automated and manual support processes for identifying and mitigating data quality issues that may impact the usability and reliability of health records in the HIE. The HIE must provide a high level of data quality to be leveraged for specific data reporting use cases by HIE participants, PRDoH, PRMP, and others to be determined. The respondent must explain how the following service requirements will be met: <ul style="list-style-type: none"> ○ Transparent communication of data quality standards and processes and processes for mitigating data quality issues with the data source. ○ Data quality specifications and processes must be described and included in the proposal. ○ Operational process to consistently notify participants of data quality reporting issues and support mitigation of known data quality issues. ○ Maintain a record of data quality issues with existing healthcare organizations engaged in bidirectional data-sharing connections specific to encounters, diagnosis coding, clinical quality measurement-related data, and share information with PRMP. ○ Data quality tracking reports and progress toward improvement are included in monthly HIE operational reporting. ○ Terminology harmonization services are required to augment the lack of local expertise and resources to do this work across participants. For example, HL7 mapping of local to standard codes for laboratory information is a critical need to support mandated public health reporting. ○ A unique challenge in Puerto Rico is the use of Spanish, specifically within local HL7 terminology. The respondent must describe how Spanish language use will be taken into consideration as part of data standardization efforts to maintain data quality for reporting and analytics.



PRHIE Vendor Technology Services		
6.	Application Programming Interface (API) Services	<ul style="list-style-type: none"> • The vendor must be capable of meeting federal health interoperability requirements for API technology. The respondent will submit a description of: <ul style="list-style-type: none"> ○ Current FHIR API capabilities ○ FHIR API capabilities in development ○ Measures of API activity ○ API design approach ○ Demonstration of API functionality in production use ○ Technical documentation for third-party API users, including security and deployment protocols ○ Statistics related to API message volumes ○ Include API metrics in monthly HIE operational reporting
7.	Public Health Reporting	<ul style="list-style-type: none"> • The PRHIE will be leveraged to streamline local and federal public health interoperability requirements and mandates as aligned with Medicare interoperability policies and innovation programs and initiatives. The PRHIE vendor is to support healthcare providers and PRDoH in meeting public health reporting obligations at both the Commonwealth and federal policy levels. <ul style="list-style-type: none"> a. <u>Immediate services</u> <ul style="list-style-type: none"> • The HIE is currently providing public health reporting services to PRDoH. The Department of Epidemiology and Research is the only current user group of the PRHIE, and it is the primary goal to maintain these services on day one of the contract and is the priority of data migration activities and immediately expand Day-1 services to include syndromic surveillance services to be accomplished during the technical onboarding of all hospital participants. • Day one service is to maintain existing data feeds of Electronic Laboratory Reporting (ELR) data to the Commonwealth's epidemiology NBS vendor Inductive Health which includes one health system, Sistema de Salud Menonita, and several hospitals in the testing phase. b. <u>Short-term services</u> <ul style="list-style-type: none"> • PRMP expects to work with PRDoH public health representatives and the HIE vendor to identify opportunities to automate the collection and aggregation of public health reporting data sets including syndromic surveillance from hospital ADTs and will work to ensure immunization and birth and death information is vetted during the technical onboarding process based on data quality standards to support long-term services.

PRHIE Vendor Technology Services		
		<ul style="list-style-type: none"> • The PRHIE vendor will be responsible for gaining attestation for institutions demonstrating compliance with the CMS Promoting Interoperability and local public health reporting requirements. • Respondents must provide strategies for supporting the public health authority and associated public health reporting requirements and detail their experience working in this area. <p>c. <u>Long-term services</u></p> <ul style="list-style-type: none"> • In the long term, the PRHIE will achieve immunization and demographic registry integration. The goal is to have bidirectional interoperability with both registries. Additional use cases are expected as the use of the PRHIE matures and becomes prevalent in the market. The PRHIE Advisory Council is responsible for defining and prioritizing additional use cases that would be meaningful in Puerto Rico.
8.	Payer Services	<ul style="list-style-type: none"> • The HIE is to be leveraged to streamline local and federal interoperability requirements and mandates as aligned with CMS interoperability policies and innovation programs and initiatives. HIEs have increasingly provided payer services to deliver payer-specific populations' health information that can be combined with claims data for specific use cases of health management. Respondents must describe how they will meet the following service expectations: <ol style="list-style-type: none"> a. Puerto Rico Medicaid Program (PRMP) clinical data reports and health record access; how services support CMS interoperability priority areas of care coordination and health related needs/ social determinants of health. b. Capacity and support for payer-specific population analytics and data visualization. c. PRMP Data Warehouse: The HIE solution must have the capability to transmit structured data to the PRMP data warehouse on a regularly scheduled basis. Typical data needs include identity, attribution relationships, clinical information, and ADT information. The data will be supplied via an Extract Transform Load (ETL) connection with Medicaid's data warehouse vendor, unless otherwise agreed to by PRMP d. Medicaid Managed Care Organizations (MCOs) services will include the ability to receive/access and use clinical data per payer to support process optimization and utilization review supporting care coordination and cost management and: <ul style="list-style-type: none"> ○ Execute an MCO data access pilot to test data access opportunities with MCO partners ○ Implement consistent data access and technical assistance for MCOs based on the results of the pilot.



PRHIE Vendor Technology Services		
9.	Analytic, Reporting, and Measurement Services	<ul style="list-style-type: none"> • The HIE solution must maintain a data warehouse/or similar infrastructure and provide accessible reporting and data visualization services for a variety of PRDoH users. Anticipated needs include: <ul style="list-style-type: none"> ○ Individual longitudinal reporting and graphical display by patient-level data element (e.g., clinical data) over a variable time period. ○ Provider level reporting and display of selected information across the provider's panel of patients. ○ Facility level reporting and display of selected information aggregated across associated providers. ○ Medicaid data by beneficiary, provider, location/facility, and aggregated Medicaid population. • Describe how your services help Medicare providers meet required HIE measures under the Merit-based Incentive Payment System (MIPS) • If your services support HEDIS measures, or other quality measurement programs, please describe this and the value this offers to HIE participants.
10.	Direct Secure Messaging	<ul style="list-style-type: none"> • Direct Secure Messaging services are required to be available by the PRHIE vendor to support local healthcare provider technology gaps for HISP (healthcare information service providers) services. The respondent will describe how they deliver HISP services to PRHIE participants that choose to leverage them and how these services provide access to patient data through third-party applications as directed by federal interoperability rules.
11.	Emergency Response Services	<ul style="list-style-type: none"> • To support PRDoH with emergency response services, the PRHIE vendor response will confirm that it will be ready to partner with a third-party vendor selected by PRMP to: <ul style="list-style-type: none"> ○ Maintain a connection with eHealth Exchange <u>and</u> other regional or national exchange provider to support data exchange in times of emergency. ○ Share ADT information required for hospitals and patient registration to the vendor providing emergency response services to PRDoH. ○ The respondents will affirm their ability to support emergency response services as described.

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Interoperability Services and Federal Compliance

The PRHIE vendor will operate in alignment with federal interoperability frameworks and policy. The PRHIE vendor will be responsible for providing education and guidance to PRMP and PRDoH

on such subjects and participating in meetings and documentation requested by CMS regarding how such requirements are being fulfilled in both the current and future as policy evolves. For example, central to how the PRHIE vendor will operate in Puerto Rico is alignment with the ONC information blocking rule, the CMS Patient Access and Interoperability rules, and other aspects of the 21st Century Cures Act. The vendor's response will describe how their solution conforms to such rules. The respondent must provide descriptions of how their solution supports compliance with, aligns with, and/or addresses requirements of:

- ASTP information blocking final rule, including monthly reporting on any information blocking complaints and HTI-1, HTI-2, and HTI-3
- CMS Interoperability and Patient Access final rule (CMS-9115-F)
- Trusted Exchange Framework and Common Agreement (TEFCA) Network
- United States Core Data for Interoperability (USCDI) current and drafted improvements

The vendor must have the capacity to respond to new and updated federal regulations related to the provision of HIE services.

4.3 Required Terms and Conditions

A draft contract is provided in **Appendix 4A: Proforma Contract Draft**, and it details the PRMP's non-negotiable terms and conditions, including tax requirements with which the vendor must comply in Puerto Rico, as well as:

- Scope of Service
- Contract Period
- Payment Terms

The proforma contract represents an example of the contract document that the successful vendor must sign. The proforma contract included in this RFP is an example contract and does not include all final specifications. The final terms of the contract will be discussed with the successful vendor during contract negotiations. A copy of a draft Business Associate Agreement (BAA) is also included within **Appendix 4A: Proforma Contract Draft**.

5. Evaluation of Offers

5.1 Evaluation Process

Proposals will be evaluated in two parts by a committee of five (5) or more individuals. Three (3) present members of the evaluation committee will constitute the necessary quorum to conduct the evaluation process. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal.

Oral presentations are typically scheduled only for vendors with the minimum acceptable technical score following the technical proposal evaluation. However, PRMP reserves the right to schedule oral demonstrations at any point during the evaluation process prior to contract execution.

Only proposals that receive the minimum acceptable technical score (70% of applicable technical evaluations points) will be eligible to move forward to cost proposal evaluations.

If no vendor reaches the 70% applicable technical evaluation points, a secondary threshold of 65% will automatically be triggered. In the event that all vendors fail to meet the secondary threshold of 65%, the evaluation committee will recommend canceling the RFP or proceed with vendors that pass the mandatory screening. The number of proposals that the evaluation committee moves forward from technical evaluations to cost evaluations may be relative to the total number of proposals submitted and subject to the discretion of the evaluation committee. Those proposals that are not moved forward from technical evaluations will not have their cost proposals scored. The evaluation committee reserves the right to revisit proposals if a technical and/or cost deficiency is discovered during the evaluation. If the evaluation committee determines that a proposal is non-responsive and rejects it after opening cost proposals, the solicitation coordinator will recalculate scores for each remaining responsive cost proposal to determine (or redetermine) the apparent best-ranked proposal.

The evaluation committee will recommend contract award to the vendor that receives the highest overall point score of all eligible vendors and demonstrates it meets all mandatory specifications, meets at least the minimum acceptable technical score, and was selected to move forward to cost proposal evaluations.

5.2 Evaluation Criteria

Proposals will be evaluated based on criteria in the solicitation and information contained in the proposals submitted in response to the solicitation. Proposals will be initially screened to assess whether the proposal meets or exceeds the mandatory specifications listed in **Attachment E: Mandatory Specifications**.

Table 6: Scoring Allocations

Scoring Area	Points Allocated
Mandatory Specifications	Pass/Fail
Technical Proposal	
<ul style="list-style-type: none"> Global Criterion 1: Vendor Qualifications and Experience 	100 Points Possible
<ul style="list-style-type: none"> Global Criterion 2: Vendor Organization and Staffing 	100 Points Possible
<ul style="list-style-type: none"> Global Criterion 3: Approach to SOW and Outcomes 	500 Points Possible
<ul style="list-style-type: none"> Global Criterion 4: Initial Project Schedule 	50 Points Possible
Technical Proposal Maximum Points	750 points
Global Criterion 5: Cost Proposal	200 Points Possible
Global Criterion 6: Oral Presentations	50 Points Possible
TOTAL POSSIBLE POINTS	1,000 Points

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

5.3 Clarifications and Corrections

If the solicitation coordinator determines that a response failed to meet one or more of the mandatory specifications, the proposal evaluation committee may review the response. The evaluation committee may decide to, at its sole discretion:

- Determine that the response adequately meets RFP requirements for further evaluation
- Clarifications and/or corrections may be focused on all sections of the RFP, except the scope of work, at the evaluation committee's sole discretion
- Request clarifications or corrections for consideration before further evaluation
- Determine the response to be non-responsive to the RFP and reject it

5.4 Failure to Meet Mandatory Specifications

Vendors must meet initially all mandatory specifications outlined in **Attachment E: Mandatory Specifications** for the rest of their proposal to be scored against the technical requirements of this RFP. Proposals failing to meet one or more mandatory specifications of this RFP will be disqualified and may not have the remainder of their technical or cost proposals evaluated.

5.5 Technical Proposal Opening and Evaluation

PRMP will document and open the technical proposals received by the bid opening deadline. All proposals that pass the pre-screening for compliance with the mandatory specifications will be provided to the evaluation committee for technical evaluation. The evaluation committee will review the technical proposals, assign points where appropriate, and document the justifications for those proposals that should move forward to cost proposal evaluations.



The evaluation committee may solicit the support of a technical committee throughout the proposal evaluation phase. The technical committee will be comprised of PRDoH resources who will be responsible for providing specific subject matter expertise to advise and support the evaluation committee with their responsibilities. The technical committee's role is limited to advising the evaluation committee.

Technical proposals will be posted for public inspection after technical and cost evaluations are complete and the Award Notification has been posted. See **Section 6: Contract Award Process** for additional details.

5.6 Cost Proposal Opening and Evaluation

All cost bids received will be opened after the evaluation of technical proposals is complete. Cost bids for disqualified proposals or proposals that were otherwise not selected to move forward to cost evaluations 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 proposal evaluation is completed.

The evaluation committee will review the cost proposals, assign points, and make a final recommendation for vendor contract award to PRMP.

5.7 Oral Presentations

PRMP will require oral presentations of all vendors who meet the minimum acceptable technical score, unless the vendor's proposal has been disqualified prior to oral presentations. PRMP reserves the right to request and host oral presentations at any time prior to or during the evaluation process. During oral presentations, vendors may not alter or add to their submitted proposal but only clarify information. Oral presentations will be the opportunity for the vendor to demonstrate its capability to meet the requirements and goals of the RFP. Vendors will be asked to provide PRMP with printed and electronic (USB or CD) copies of the presentation (original and redacted) used during the oral presentation. If oral presentations are conducted virtually, the vendor will send the presentation via email prior to the scheduled event. PRMP reserves the right to request printed copies as well.

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:

PRMP Central Office
World Plaza Building 5th or 12th floor
268 Muñoz Rivera Avenue
San Juan, PR 00918

The vendor should be prepared to coordinate any connectivity needs for its oral presentation before the scheduled event. PRMP reserves the right to record oral presentations. The criteria for evaluating oral presentations will be the following:

1. Did the vendor's presentation demonstrate extensive knowledge of managing the services required by the RFP?
2. Did the vendor's presentation demonstrate a clear understanding of the specifications of the RFP?
3. Did the vendor professionally present and manage their presentation, including time management?
4. Did the vendor fully respond to questions asked by the Evaluation Committee in a direct and applicable manner?
5. Was the overall impression of the strength and quality of the vendor's solution positive?

Each of the criteria is worth 10 points, for a total possible 50 points. Each vendor will have 45 minutes for their presentation followed by 15 minutes for questions, if any. Each participating vendor will receive a communication from medicaid.procurement@salud.pr.gov with their respective time slot for their presentation.

The vendors are hereby advised that the presentations will not lead to changes in scoring in parts of the evaluation already addressed by the technical proposals. The vendors will be evaluated following the criteria established in **Section 5.2 Evaluation Criteria** of the RFP.

5.8 Reference Checks

PRMP may conduct reference checks to verify and validate the past performance of the vendor and its proposed subcontractors. Refer to Vendor References in **Attachment C: Vendor Qualifications and Experience** for the vendor reference criterion. See **Appendix 5: Procurement Library**, PL-009 for a ruling by the Puerto Rico Supreme Court regarding vendor and staff qualifications and other considerations.

6. Contract Award Process

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 consequences of failure to negotiate.

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 will be conducted in a manner that supports fairness in response improvement. PRMP intends to award this contract to one vendor.

6.1 Clarifications

PRMP may identify areas of a response that may require further clarification or areas in which it is apparent there may have been miscommunications or misunderstandings as to PRMP's specifications or requirements. PRMP may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by PRMP may be unique to an individual respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

6.2 Negotiations

PRMP may elect to negotiate with one or multiple vendors prior to the Notice of Award 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. Additionally, PRMP may conduct target pricing and other goods-or-services-level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual vendor pricing. During target price negotiations, vendors are not obligated to reduce their pricing to target prices, but no vendor is permitted to increase prices.

6.3 Failure to Negotiate

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

6.4 Evaluation Committee

The solicitation coordinator will submit the proposal evaluation committee determinations and scores to PRMP executive director for consideration along with any other relevant information that might be available and pertinent to the contract award.

The PRMP executive director will review the evaluation committee's recommendation regarding the apparent best-ranked evaluated vendor. 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.

6.5 Notice of Award

After identification of the vendor, PRMP will issue a Notice of Award, identifying the apparent best-ranked response and making the RFP files available for public inspection following the Contract Signature and Distribution date. The Notice of Award shall not create rights, interests, or claims of entitlement in either the apparent best-ranked vendor or any other vendor.

The vendor identified as offering the apparent best-ranked response must sign a contract drawn by PRMP pursuant to this RFP. The contract shall be similar to that detailed within **Appendix 4A: Proforma Contract Draft**. The vendor must sign the contract by the contract signature deadline detailed in **Section 1.3 RFP Timeline**. If the vendor fails to execute 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 vendor selection process.

6.6 Administrative and Judicial Review Process

According to 3 L.P.R.A. § 9655, the party adversely affected by a partial or final resolution or order may, within twenty (20) days from the date of filing in the records of the notification of the resolution or order, file a motion for reconsideration of the resolution or order. The agency must consider it within fifteen (15) days of the filing of said motion. If it rejects it outright or does not act within fifteen (15) days, the term to request judicial review will begin to count again from the date of notification of said denial or from the expiration of those fifteen (15) days, as the case may be. If a determination is made in its consideration, the term to request judicial review will begin to count from the date on which a copy of the notification of the agency's resolution definitively resolving the motion for reconsideration is filed in the records. Such resolution must be issued and filed in the records within ninety (90) days following the filing of the motion for reconsideration. If the agency grants the motion for reconsideration but fails to take any action in relation to the motion within ninety (90) days of its filing, it will lose jurisdiction over it and the term to request judicial review will begin to count from the expiration of said ninety (90) day term unless the agency, for just cause and within said ninety (90) days, extends the term to resolve for a period that will not exceed thirty (30) additional days.

If the filing date in the records of the copy of the notification of the order or resolution is different from the one submitted through ordinary mail or sent by electronic means of said notification, the

term will be calculated from the date of submission through ordinary mail or by electronic means, as appropriate.

The party filing a motion for reconsideration must submit the original motion and two (2) copies either in person or by certified mail with return receipt to the Division of Administrative Hearings within the Legal Advisory Office of the Department of Health. The requesting party must also notify all other involved parties within the designated timeframe and include proof of this notification in the motion.

Submissions must be made as follows:

For personal delivery: Monday through Friday (excluding holidays), between 8:00 a.m. and 4:30 p.m., at the following address:

Department of Health, Legal Advisory Office - Division of Administrative Hearings
1575 Avenida Ponce de León, Carr. 838, Km. 6.3,
Bo. Monacillos, San Juan, Puerto Rico 00926.

Alternatively, by certified mail with return receipt, to the following postal address:

Legal Advisory Office - Division of Administrative Hearings
Department of Health
PO Box 70184
San Juan, Puerto Rico
00936-8184

6.7 Terms for Filing a Review 3 L.P.R.A. Section 9672

According to 3 L.P.R.A. § 9672, a party adversely affected by an agency's final order or resolution, and who has exhausted all remedies provided by the agency or the appropriate appellate administrative body, may file a request for judicial review with the Court of Appeals within thirty (30) days. This period begins from either the date the notification of the agency's final order or resolution is filed in the records or the applicable date provided under 3 L.P.R.A. § 9655, when the time limit for requesting judicial review has been interrupted by the timely filing of a motion for reconsideration.

The party requesting judicial review must notify the agency and all other involved parties of the filing simultaneously or immediately after submitting the request to the Court of Appeals. Notification to the agency must be sent to the same addresses designated for the filing of motions for reconsideration. The notification of the filing submitted to the Court of Appeals must include all annexes.

If the filing date of the copy of the notification of the agency's final order or resolution in the records differs from the date it was deposited in the mail, the time period for requesting judicial review will be calculated from the date of deposit in the mail.

The judicial review provided herein shall be the exclusive remedy for reviewing the merits of an administrative decision, whether it is of an adjudicative nature or of an informal nature issued under 3 L.P.R.A. § 9601 et al.

The mere presentation of a motion for reconsideration or request for judicial review does not have the effect of preventing the Puerto Rico Medicaid Program (PRMP) from continuing with the procurement process within this request for proposals, unless otherwise determined by a court of law

Finally, any party adversely affected by this Award Notification that decides to file a motion for reconsideration according to 3 L.P.R.A. § 9655 and eventually files a request for judicial review according to 3 L.P.R.A. § 9672, must comply with a Notice Requirement meaning that they have the obligation to inform other participating parties to ensure transparency, fairness, and due process.

6.8 Contract Approval and Contract Payments

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

This RFP and its vendor selection process do not obligate PRMP and do not create rights, interests, or claims of entitlement in either the vendor with the apparent best-ranked response or any other vendor. PRMP obligations pursuant to a contract award shall begin 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).

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

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

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

6.9 Performance

Upon request of PRMP, the vendor will meet to discuss performance or provide contract performance updates to help ensure the proper performance of this contract. PRMP may consider the vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, whether to suspend the vendor from doing future business with

the Commonwealth for a specified period, or whether the vendor can be considered responsible on specific future contract opportunities.

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

The 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. Vendor performance is subject to specific requirements identified in **Appendix 2: SLAs and Performance Standards**, which contains expectations related to SLAs and implications of meeting versus failing to meet the SLAs, as applicable. In addition, **Appendix 2: SLAs and Performance Standards** contains the minimum service levels required for the duration of the contract.

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

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

6.10 Travel

PRMP will not compensate the vendor for expenses related to travel, lodging, or meals.



Attachments

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Attachment A: Cost Proposal Instructions

Attachment A: Cost Proposal is a Microsoft Excel® spreadsheet that includes instructions for vendors to submit the PRHIE Operations and Technical Services RFP cost proposal. Vendors may not reformat PRMP's cost workbook.

The cost proposal must be submitted separately from the technical proposal. PRMP will reject any cost proposal submission with a cost workbook that includes unauthorized formatting changes, has been altered by the proposer, and/or is not sealed and submitted separately from the technical proposal.

The vendor's cost proposal should provide sufficient detailed information to allow PRMP to assess the reasonableness of the vendor's cost. PRMP's goal is to compare total cost to deliver the scope of work in this RFP; therefore, all cost proposals will be evaluated based on a proposed cost and total cost basis.

The vendor's cost proposal should be completed for each area identified in **Attachment A: Cost Proposal**. There are six (6) tabs in the cost proposal template, tabs 1-6 are described below:

Table 7: Cost Proposal Worksheet Tabs

Worksheet Tab	Description
1. Instructions	Instructions for completing the Cost Workbook in accordance with the RFP. The offeror should also review all notes in the individual sheets of the Excel workbook. The offeror should only modify cells that are shaded blue.
2. Table 1: Fixed Costs	Offeror must provide fixed costs for the 19 deliverables as listed in this Table 1: Fixed Costs. These deliverables are described in the Appendix 1B: Deliverables Dictionary of the RFP document. On this worksheet, offeror enters cost information for each HIE deliverable for all six years.
3. Table 2: HIE Service Costs	Offeror must provide costs for the HIE services areas as listed in this Table 2: HIE Service Costs. The offeror should include in the cost per service area (1) the cost of the execution plan (one-time cost) and (2) the cost for the service, including the participant implementation (including new or existing interface transition), hardware and software fees, other vendor fees, operations and maintenance based on quantity of lives served (population). The offeror should provide costs for base years 1 and 2 plus 4 optional years (two additional 2-year terms)
4. Table 3: Labor Rates	Offeror must provide labor rates in support of Modifications and Enhancements Pool Hours as described in Attachment A of the RFP. These labor rates should be provided in this Tab 4, Labor Rates.
5. Summary of Costs	This tab will provide a high-level summary of costs as tabulated in Tabs 2, 3, and 4. The summary costs will be automatically calculated using information entered on the other worksheets. The Offeror is responsible for ensuring that the spreadsheet calculations are correct.
6. Assumptions	Offeror is required to state all assumptions upon which its pricing is determined. The offeror's technical proposal may include other assumptions that do not have an associated cost impact.

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

The cost proposal should be built assuming that the DDI phase will be 24 months and the PRHIE contract will be active for at least 2 years (the base term of the contract), with the possibility of two, two-year additional terms for a total of 6 years. Offerors are expected to provide costs for the four optional years of operation. During the optional years, PRMP may execute contracts for vendor services that span one (1) or more months or years. Vendors may propose a DDI phase of less than 24 months by stating DDI costs in the first year and showing a shorter time period in the submitted schedule (Attachment H).

PRMP will not be liable for or pay any project costs that the vendor does not identify in its cost proposal. The cost proposal should not include exceptions and additional terms and conditions. However, vendors are encouraged to include assumptions regarding the vendor's cost proposal in the Assumptions tab in Attachment A: Cost Proposal Workbook.

Payment Methodology

The following sub-sections details how payments will be invoiced and managed for all contract phases:

DDI

The vendor will submit invoices throughout the DDI portion of the contract. As deliverable payment milestones are completed, the vendor will be allowed to invoice for the full dollar amount associated with that payment milestone.

Identified deliverables, once accepted by PRMP, represent payment milestones and may be invoiced by the vendor.

M&O

Upon initiation of the M&O portion of the contract, the vendor will submit a monthly invoice for M&O that is inclusive of the total costs for maintenance and operations (M&O) support. These costs and deliverables should be itemized and summarized in a total monthly fee for the system and services provided as a part of this contract. In addition to this monthly fee, the vendor should be prepared to invoice the total hours utilized from the M&O enhancements pool as is necessary (see below). PRMP will withhold the final three months of vendor payments until PRMP is satisfied that the vendor has fulfilled its obligations under this contract.

Modifications and Enhancements Pool Hours

The vendor will perform modifications and enhancements as per the vendor's submitted and PRMP-approved Change Management Plan and upon written approval from PRMP. Anticipated changes are not guaranteed. PRMP reserves the right to add or remove scope from the change management activities.

PRMP will use the "Labor Rates" the vendor supplied in Attachment A: Cost Proposal as a rate card for change requests using the Modifications and Enhancements Pool.

PRMP defines modifications to include, but not be limited to, change arising from normal business operations, changes in business rules, and system changes required to maintain compliance with federal regulations and standards. Modifications are to occur ongoing throughout all project/contract phases and will be implemented upon PRMP approval.

PRMP defines enhancements as being inclusive of, but not limited to, changes initiated by PRMP to achieve strategic objectives, implement new programs, and mature business

capabilities. Enhancements are ongoing changes that may be made throughout all project/contract phases. Enhancements will only be implemented upon PRMP approval.

PRMP has included a budget of 2,500 hours per year for contract modifications and/or enhancement activities that will be used as part of the scoring and evaluation process. The actual hours needed may be different and the budgeted hours are not guaranteed to be used. Only those hours approved in writing by PRMP as part of the change management process shall be allowable to be submitted as part of the invoice process.

The resolution of system defects at the fault of the vendor is the responsibility of the vendor. PRMP does not consider costs associated with defect remediation to be modification and/or enhancement activities. Costs attributed to said activities will be the responsibility of the vendor.

The evaluation committee will evaluate cost proposal scores based on the total price for the full contract term of 6 years (2 base years plus 2 optional 2-year terms).

For more details and instructions on the cost proposal, please refer to the Attachment A: Cost Proposal Microsoft Excel® spreadsheet.

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

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

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.

Cover Letter

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.

Authorized Vendor Representative

<i>Name</i>	_____	<i>Phone</i>	_____
<i>Address</i>	_____	<i>Fax</i>	_____
	_____	<i>Email</i>	_____

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

In addition to providing an original signature following the Disclosure of Response Contents in this section, 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

<i>Name (Typed or Printed)</i>	_____
<i>Title</i>	_____
<i>Company Name</i>	_____



Physical Address

*State/Territory of
Incorporation*

By signature hereon, the vendor certifies that:

- All statements and information prepared and submitted in response to this RFP are current, complete, and accurate.
- The vendor's response meets the requirement of this RFP.
- The vendor will comply with all federal and Commonwealth laws, rules, and regulations that are in force currently or anytime during the term of a resulting contract.
- The vendor acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the Commonwealth. 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 Commonwealth laws. If a vendor provides a redacted copy of its proposal along with an unredacted copy, PRMP will publish the redacted copy of the proposal.
- The vendor represented here is an authorized dealer in good standing of the products and services included in this response.
- 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/territory, or local governmental entity; are compliant with the Commonwealth's statutes and rules relating to procurement; and are not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://sam.gov/content/home>.
- Prior to the award, the vendor affirms it will have all current approvals, licenses, or other qualifications needed to conduct business in the Commonwealth.

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.

Vendor Information

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

- Address to which PRMP should send any questions pertaining to the vendor’s payment address and payment contact
- Address to which PRMP should send legal notices for any potential future agreements

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 8: Payment Information

Payment Information			
Name:		Title:	
Address:			
City, State, and ZIP Code:			
Phone:		Fax:	
Email:			

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Legal Notice Address

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

Table 9: Legal Notice Info

Legal Notice Information			
Name:		Title:	
Address:			
City, State, and ZIP Code:			
Phone:		Fax:	
Email:			

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Executive Summary

This section should be a brief (one- to three-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 services described in the RFP; time frame for delivering the services; the proposed team; and the key advantage(s) of the vendor's proposal to PRMP.

Subcontractor Letters (If Applicable)

If applicable, for each proposed subcontractor the vendor should attach to Attachment B: Title Page, Vendor Information, Executive Summary, Subcontractor Letters, and Table of Contents an original 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, Data Universal Numbering System (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.

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.

All materials submitted to PRMP in response to this RFP will 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 Commonwealth laws. 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 help prevent public disclosure of the "trade secret." A redacted version of the technical proposal must be provided to PRMP at the time of proposal submission if there are "trade secrets" the proposing vendor wishes to not be made public.

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

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

By signing below, I certify that I have reviewed this RFP (and all of the related amendments) in its entirety; that I understand the requirements, terms, 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 the 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 Commonwealth agency that may require registration.

(Company)

(Authorized Representative Name, Title)

(Contact Phone/Fax Number)

(Authorized Representative Signature)

Attachment C: Vendor Qualifications and Experience

This section of the vendor’s technical proposal should include details of the vendor and subcontractor overview. The vendor’s technical proposal should include organizational overview, corporate background, vendor’s experience in the public sector, and certifications. See **Appendix 5: Procurement Library**, PL-009 for a ruling by the Puerto Rico Supreme Court regarding vendor and staff qualifications and other considerations

Organizational Overview

Provide all relevant information regarding the general profile of the vendor. The vendor is not to change any of the prefilled cells in the following table.

Table 10: 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 (for example, 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>
Number of Employees Providing the Type of Services Specified in the RFP	<Response>
Headquarters in the United States and its Territories	<Response>
Locations in the United States and its Territories	<Response>

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Subcontractor Overview (If Applicable)

If the proposal includes the use of subcontractor(s), provide all relevant information regarding each subcontractor. This section may be duplicated in its entirety and a page created per subcontractor included. The vendor is not to change any of the prefilled cells in the following table.

Table 11 Subcontractor Overview

Subcontractor Overview	
Company Name	<Response>
Name of Parent Company (If Applicable)	<Response>
Industry – NAICS	<Response>
Type of Legal Entity	<Response>
Company Ownership (for example, 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>
Number of Employees Providing the Type of Services Specified in the RFP	<Response>
Headquarters in the United States and its Territories	<Response>
Locations in the United States and its Territories	<Response>

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Existing Business Relationships with Puerto Rico

The vendor will describe any existing or recent (within the last five [5] years) business relationships the vendor or any of its affiliates or proposed subcontractors have with PRMP, Commonwealth municipalities, and/or other Commonwealth government agencies.

Business Disputes

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

Attestation of Compliance with CFR 45.75.328, Paragraph A

According to CFR 45.75.328, Paragraph A “All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

Vendors submitting a proposal must attest that they comply with the applicable portions of CFR 45.75.328, Paragraph A, including that submitting vendors and/or their associates were not involved in the development and/or administration of this RFP. The vendor’s authorized personnel must complete the form below to indicate their compliance with CFR 45.75.328, Paragraph A.

By signing below, I certify that I have reviewed and understand these requirements relative to compliance with CFR 45.75.328, Paragraph A in their entirety and can attest to compliance with all applicable requirements.

Printed Name of Authorized Personnel

Signature of Authorized Personnel

Date

Disclosure of Lobbying Activities

The vendor must disclose if any corporation was, or has been, hired to perform lobbying activities or notify if any partner or employees of the company are engaged in this type of activity, as it relates to this RFP. Such lobbying activities will be applicable at both the Puerto Rico (territory) and federal levels. This disclosure is, in part, in accordance with **31 U.S.C 1352**.

Vendors submitting a proposal must disclose their applicable lobbying activities, or lack thereof, using the form template below.

The vendor's authorized personnel must complete the form below to any applicable lobbying activity and associated details. If there are no applicable lobbying activities to disclose, then the vendor will indicate this by marking the corresponding box under **General Lobbying Attestation** and then marking the other prompts as not applicable (NA). If the vendor has multiple disclosures to submit, then the vendor may copy and paste the prompts in sections "External Lobbying Activities" and "Internal Lobbying Activities" as many times as necessary.

1. General Lobbying Attestation:

- Has your company leveraged its internal resources and/or hired an external entity to perform lobbying activities in either Puerto Rico or at the federal level related to this RFP (2025-PRMP-MES-HIE-001)

Yes, I have applicable lobbying activities to disclose (If yes, fully complete form below).

No, I do not have applicable lobbying activity to disclose.

2. External Lobbying Activities:

- If yes, please provide the following details:
 - Name of External Entity Performing Lobbying Activities:
 - Address:
 - City, State, and Zip Code:
 - Contact Information:
 - Lobbying ID/Registration Number (if applicable):
 - Summary of Lobbying Activities:
 1. Entity/Individual being lobbied:
 2. Date range of applicable lobbying activities:
 3. Description of lobbying activities:

3. Internal Lobbying Activities:

- If yes, please provide the following details:
 - Name and Title of Individual Performing Lobbying Activities:
 - Lobbying ID/Registration Number (if applicable):
 - Contact Information:
 - Summary of Lobbying Activities:
 1. Entity/Individual being lobbied:
 2. Date range of applicable lobbying activities:
 3. Description of lobbying activities:

By signing below, I certify that I have reviewed and understand these requirements relative to disclosing lobbying activities in their entirety and the information included in the form below is complete and accurate.

Printed Name of Authorized Personnel

Signature of Authorized Personnel

Date

References

The vendor must provide references for similar services provided in the past. PRMP may conduct reference checks to verify and validate the past performance of the vendor and its proposed subcontractors. PRMP prefers vendors who provide references specifically related to taking over a Medicaid IT solution that is already in production.

Vendor (Prime) References Form

The vendor will include at least two (2) references from projects performed within the last seven (7) years that demonstrate the vendor’s ability to perform the SOW described in this RFP. The vendor must include references from two (2) different clients/projects.

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

The vendor is not to change any of the prefilled cells in the following tables. The vendor may add additional reference tables as necessary.

Table 12: Vendor References

Vendor Information		
Vendor Name:	Contact Name:	
	Contact Phone:	
Customer Information		
Customer Organization:	Contact Name:	
	Contact Title:	
Customer Address:	Contact Phone:	

Vendor Information				
		Contact Email:		
Total Vendor Staff:				
Objectives:				
Description:				
Vendor's Involvement:				
Key Staff				
Name: (Add more rows as needed)		Role: (Add more rows as needed)		
Name: (Add more rows as needed)		Role: (Add more rows as needed)		
Measurements:				
Estimated Costs:		Actual Costs:		
Reason(s) for change in cost:				
Original Value of Vendor's Contract:		Actual Total Contract Value:		
Reason(s) for change in value:				
Estimated Start and Completion Dates:	From:		To:	
Actual Start and Completion Dates:	From:		To:	
Reason(s) for the difference between estimated and actual dates:				
If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities:				

Vendor Information

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Subcontractor References (If Applicable)

If the vendor’s proposal includes the use of subcontractor(s), provide two (2) references for each subcontractor. PRMP prefers references that demonstrate where the prime and subcontractors have worked together in the past.

Table 13: Subcontractor References

Subcontractor Information		
Vendor Name:	Contact Name:	
	Contact Phone:	
Customer Information		
Customer Organization:	Contact Name:	
	Contact Title:	
Customer Address:	Contact Phone:	
	Contact Email:	
Project Information		
Total Vendor Staff:		
Objectives:		
Description:		
Vendor’s Involvement:		
Key Staff		
Name: (Add more rows as needed)	Role: (Add more rows as needed)	
Name: (Add more rows as needed)	Role: (Add more rows as needed)	
Project Measurements:		
Estimated one-time costs:	Actual one-time costs:	
Reason(s) for change in one-time cost:		

Subcontractor Information				
Original Value of Vendor's Contract:		Actual Total Contract Value:		
Reason(s) for change in value:				
Estimated Start and Completion Dates:	From:		To:	
Actual Start and Completion Dates:	From:		To:	
Reason(s) for the difference between estimated and actual dates:				
If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities:				

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Attachment D: Vendor Organization and Staffing

This section will provide instructions to vendors to submit their approach to staffing for the PRHIE vendor services contract using **Attachment D: Vendor Organization and Staffing**. See **Appendix 5: Procurement Library**, PL-009 for a ruling by the Puerto Rico Supreme Court regarding vendor and staff qualifications and other considerations.

Instructions

Staffing strategies are to be employed by the vendor to help ensure all specifications, outcomes, and service levels are met to the satisfaction of PRMP. The evaluation of the vendor's staffing approach will be based on the perceived ability of the vendor to satisfy the SOW, outcomes, and requirements stated in this RFP. Therefore, the vendor should present detailed information regarding the qualifications, experience, and expertise of key staff and an Initial Staffing Plan.

For ease of formatting and evaluation, **Attachment D: Vendor Organization and Staffing** provides the required outline for the vendor's response to staffing. The vendor's response to the following should not exceed twenty pages, excluding key personnel resumes and the forms provided in this attachment.

Initial Staffing Plan

As part of the vendor's proposal response, the vendor should provide an Initial Staffing Plan. In addition to the requirements described in and **Appendix 3: Key Staff Qualifications, Experience, and Responsibilities**, the vendor's narrative description of its proposed Initial Staffing Plan should include:

- All applicable key staff required by PRMP, plus any additional staff (key and non-key) as determined by the vendor to be necessary to support the work proposed under this RFP.
- A description of the vendor's proposed team that exhibits the vendor's ability to provide knowledgeable, skilled, and experienced personnel to accomplish the SOW as described in this RFP.

Organization charts for the operation showing both the vendor staff and their relationship to PRMP staff that will be required for the delivery of all necessary PRHIE

Use of PRMP Staff

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

- The key PRMP roles necessary to support project deliverables and SOW.
- The nature and extent of PRMP support required in terms of staff roles and percentage of time available.

- The required assistance from PRMP staff and the experience and qualification levels of required staffing.

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

Collaboration With Incumbent Vendor Staff

Describe what materials or expectations the vendor has of the incumbent vendor and what mitigation actions the vendor will take if this material or access to the incumbent vendor is not possible.

Key Staff Resumes and References

Key staff consists of the vendor's core management team for this engagement. These resources are responsible for providing leadership and creating the standards and processes required for the PRHIE solution services. Resumes for key staff named in the vendor's proposal should indicate the staff's role and demonstrate how each staff member's experience and qualifications will contribute to this vendor's success. Each key staff resume should be fewer than two (2) pages.

These key staff roles that PRMP requires the vendor to propose are:

- Executive Director
- Technical Lead
- Operations Lead
- Customer Success Lead
- Integration Engineer
- Developer
- Network and Information Systems Lead
- Data Analyst/Informaticist
- Security Experts/Assigned CISO

The qualifications, experience, and responsibilities for each key staff role are defined in **Appendix 3: Key Staff Qualifications, Experience, and Responsibilities**.

Key Staff Resumes

PRMP considers the key staff resumes as an indicator of the vendor's understanding of the skillsets required for each staffing area and the vendor's ability to perform them. Key personnel described in the proposal will become named resources on the project.

The vendor should complete the table below and include resumes of all individuals who are being initially proposed. If applicable, resumes should include work performed under the vendor's corporate experience and the specific functions performed on such engagements. Copies of

diplomas, licenses, and credentials are encouraged but are not required and are not subject to the three-page limit.

Table 14: Proposed Key Staff and Roles

Name	Proposed Role	Years of Experience in Proposed Role

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Key Staff References

The vendor should provide two (2) references for each proposed key staff. The reference should be able to confirm that the staff has successfully demonstrated tasks commensurate to the tasks they will perform in alignment with this RFP and the resulting contract.

The name of the person to be contacted, phone number, client name, address, a brief description of work, and date (month and year) of employment should be given for each reference. These references should be able to attest to the candidate’s specific qualifications. The reference given should be a person within a client’s organization and not a coworker or a contact within the vendor’s organization. PRMP may contact one or more of the references given, and the reference should be aware that PRMP may contact them for this purpose. Vendors may include PRMP as a reference for key staff; however, PRMP prefers vendors to provide key staff references from other states/clients.

Vendors should use the format provided in Table 15 below. Respondents may add additional rows and tables as necessary to submit Key Staff References but are prohibited from modifying the prefilled text.

Table 15: Key Staff References

Key Staff Reference Form						
Key Staff Name:		Proposed Role:				
Reference 1						
Client Name:		Client Address:				
Contact Name:		Contact Title:				
Contact Phone:		Contact Email:				
Project Name:	Start Date:	MM/YYYY	End Date:	MM/YYYY		
Project Description:						

Key Staff Reference Form							
Project Role and Responsibilities:							
Reference 2							
Client Name:				Client Address:			
Contact Name:				Contact Title:			
Contact Phone:				Contact Email:			
Project Name:				Start Date:	MM/YYYY	End Date:	MM/YYYY
Project Description:							
Project Role and Responsibilities:							
Project Description:							
Project Role and Responsibilities:							

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Attachment E: Mandatory Specifications

This section provides instructions to vendors to respond to mandatory specifications.

Instructions

The vendor must agree to and meet the mandatory specifications as a part of the submitted proposal. Failure to meet any of the mandatory specifications of this RFP will result in disqualification of a proposal, in accordance with **Section 5.4 Failure to Meet Mandatory Specifications**. The term “must” stipulates and identifies a mandatory specification. The vendor is to demonstrate compliance with mandatory specifications in its proposal. If the vendor’s proposal meets the mandatory specifications, it will be included in the technical proposal evaluations and may also be included in the cost evaluation of this RFP. For mandatory specifications that involve documentation, vendors should include that documentation with their technical proposal.

The vendor must sign upon the line at the conclusion of Attachment E certifying that it has reviewed and understands these mandatory specifications in their entirety. 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 will be disqualified per **Attachment E: Mandatory Specifications** and **Section 5.4 Failure to Meet Mandatory Specifications**. Any mandatory specification without a response value will be considered “No.”

Submission Requirements

This RFP includes multiple sections that specify proposal submission requirements, including, but not limited to:

- Section 1.3 RFP Timeline
- Section 3.11 Proposal Submittal and Instructions
- Attachments:
 - Attachment A: Cost Proposal Instructions
 - Attachment B: Title Page, Vendor Information, Executive Summary, Subcontractor Letters, and Table of Contents
 - Attachment C: Vendor Qualifications and Experience
 - Attachment D: Vendor Organization and Staffing
 - Attachment E: Mandatory Specifications
 - Attachment F: Outcome Traceability Matrix Instructions
 - Attachment G: Response to SOW
 - Attachment H: Initial Project Schedule Instructions
 - Attachment I: Terms and Conditions Response
- Appendices:

- Appendix 1A: Deliverable Review Process
- Appendix 1B: Deliverables Dictionary
- Appendix 2: SLAs and Performance Standards
- Appendix 3: Key Staff Qualifications, Experience, and Responsibilities
- Appendix 4A: Proforma Draft Contract
- Appendix 4B: Business Associate Agreement
- Appendix 5: Procurement Library
- Appendix 6: Acronyms, Abbreviations, and Terms Glossary

The vendor must at least meet all proposal submission requirements as part of this RFP, including, but not limited to, formatting, completeness, timeliness, and accuracy, as described in the identified sections. Signatures are mandatory in all areas on the RFP where specifically requested from the vendor.

Mandatory Requirements

Vendors must provide a response to each of the following mandatory requirements. Vendor responses will then be verified by PRMP to establish and maintain compliance between PRMP and the vendor. The vendor must still include and initial these mandatory requirements as part of its proposal.

Vendors must document their compliance response in the “Vendor Meets Requirement? Y/N” column. Additionally, the vendor must add a response to the “Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement” which qualifies and supports the vendors response in the “Vendor Meets Requirement? Y/N” column. Any response left blank, marked with an “N” or “No”, and/or with a narrative response that contradicts the vendor’s response “Y or Yes” response in the “Vendor Meets Requirement? Y/N” column will result in disqualification of a proposal, in accordance with **Section 5.4 Failure to Meet Mandatory Specifications**.

Table 16: Mandatory Requirements

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement
1. The vendor must provide the right of access to systems, facilities, data, and documentation to PRMP or its designee to conduct audits and inspections as is necessary.	<Y/N?>	<Response>
2. The vendor must support PRMP's requests for information in response to activities including, but not limited to: <ul style="list-style-type: none"> • Compliance audits • Investigations • Legislative requests 	<Y/N?>	<Response>
3. The vendor must provide authorization from a parent, affiliate, or subsidiary organization for PRMP to have access to its records if such a relationship exists that impacts the vendor's performance under the proposed contract.	<Y/N?>	<Response>
4. The vendor must help ensure that all applications inclusive of internet, intranet, and extranet associated with this contract are compliant with Section 508 of the Rehabilitation Act of 1973, as amended by 29 United States Code (U.S.C.) §794d, and 36 CFR 1194.21 and 36 CFR 1194.22.	<Y/N?>	<Response>
5. 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	<Y/N?>	<Response>



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Attachment E: Mandatory Specifications

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement
determination, PRMP will evaluate whether the vendor is meeting service levels as defined in the contract.		
6. The vendor must provide evidence that staff have completed and signed all necessary forms prior to executing work for the contract.	<Y/N?>	<Response>
7. The vendor staff must not have the capability to access, edit, and share personal data with unauthorized staff, including, but not limited to: <ul style="list-style-type: none"> • PHI • PII • Financial transaction information • Federal tax information (FTI) • SSA data including, but not limited to, family, friends, and acquaintance information 	<Y/N?>	<Response>
8. The vendor must comply with current and future Commonwealth and federal regulations as necessary to support the services outlined in this RFP.	<Y/N?>	<Response>
9. The vendor must perform according to agreed-upon SLAs and associated metrics based on Appendix 2: SLAs and Performance Standards. Note: SLAs will be negotiated/agreed upon between PRMP and the vendor.	<Y/N?>	<Response>
10. 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)	<Y/N?>	<Response>

PRHIE Operations and Technical Services RFP #2025-PRHIE-001
Attachment E: Mandatory Specifications

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement
11. The vendor must perform all work associated with this contract within the continental United States (U.S.) or U.S. Territories.	<Y/N?>	<Response>
12. The vendor must comply with federal Executive Order 11246 related to Equal Employment Opportunity Act, the Clean Air Act, and the Clean Water Act.	<Y/N?>	<Response>
13. The vendor must serve as a trusted partner to PRMP and represent PRMP's interests in all activities performed under the resulting contract.	<Y/N?>	<Response>
<p>14. On a monthly basis the vendor must, at a minimum, include the standard invoice package contents for PRMP, including, but not limited to:</p> <ul style="list-style-type: none"> • An authorized representative of the contracted party must sign an itemized description of services rendered for the invoice period. Additionally, the vendor must include a written certification stating that no officer or employee of PRMP, its subsidiaries, or affiliates will derive or obtain any benefit or profit of any kind from this vendor's contract. Invoices that do not include this certification will not be paid. • A list of all services completed within an invoice period, as well as evidence that PRMP has accepted and approved the work. • Three (3) physical and one (1) electronic invoice package in support of PRMP's review and approval of each invoice. 	<Y/N?>	<Response>

PRHIE Operations and Technical Services RFP #2025-PRHIE-001
Attachment E: Mandatory Specifications

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement
<ul style="list-style-type: none"> ○ Invoice Package #1: Original invoice with original signature ○ Invoice Package #2: Hard copy duplicate of Invoice Package #1 ○ Invoice Package #3: Hard copy duplicate of Invoice Package #1 ○ Invoice Package #4: Electronic copy of Invoice Package #1 		
<p>15. The vendor must agree that PRMP retains ownership of all data and applicable applications, licenses, and materials, procured or developed during the contract period, in accordance with the CEF and 42 CFR § 433.112.</p>	<Y/N?>	<Response>
<p>16. The vendor must produce materials and external-facing deliverables in both English and Spanish (as spoken in Puerto Rico). The vendor must be able to support both in-person and online training options in both English and Spanish (as spoken in Puerto Rico).</p>	<Y/N?>	<Response>
<p>17. Security: The vendor must comply with information, data, and cybersecurity requirements as applicable for contractors and vendors doing business with the Commonwealth. Reference agencies and laws include Puerto Rico Innovation and Technology Service (PRITS), the Office of the Chief Government Cybersecurity Officer (within PRITS), Law 75-2019; HIPAA; and Law 151 of June 22, 2004.</p>	<Y/N?>	<Response>

PRHIE Operations and Technical Services RFP #2025-PRHIE-001
Attachment E: Mandatory Specifications

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement
<p>18. Security: The vendor must include an independent security assessment plan aligned CMS guidance. If a different framework is proposed for the assessment, the vendor shall ensure that the security assessment plan details how the vendor's framework is mapped to the NIST SP 800-53A framework, ARC-AMPE, or agreed upon security controls framework.</p> <ul style="list-style-type: none"> • The vendor confirms use of the NIST SP 800-53A framework OR identify the framework proposed and include a mapping of the proposed framework to the NIST SP 800-53A. • Vendor confirms that a security assessment plan will be submitted to be included in a contract if vendor is awarded the RFP. • Vendor commits to annually comply to an independent third-party security risk assessment for the HIE's third parties that transmit, process, or store data under the HIE's contract with PRMP. The vendor shall include the cost of the annual assessment within operating cost. 	<p><Y/N?></p>	<p><Response></p>
<p>19. Security: The vendor will provide security-related reports at defined frequencies that align to NIST 800-53a security control requirements, MARS-E, ARC-AMPE, or agreed upon security controls framework.</p> <ul style="list-style-type: none"> • The vendor confirms they can provide security-related reports. Report topics include: <ul style="list-style-type: none"> ○ Privileged account review ○ Audit log review 	<p><Y/N?></p>	<p><Response></p>

PRHIE Operations and Technical Services RFP #2025-PRHIE-001
Attachment E: Mandatory Specifications

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement
<ul style="list-style-type: none"> ○ Continuous monitoring/security metrics report ○ Plan Of Action & Milestones (POAM) review ○ Vulnerability assessment ○ System access review ○ Roles review for separation of duties ○ Contingency plan review/test ○ Incident response plan review and training ○ Risk assessment; awareness training ○ Review system security plan and update ○ Disaster recovery presentation and review ○ System wide security assessment ○ Internal and External Penetration test ○ static/dynamic code analysis or peer review ○ HIE governing board security policy review 		
<p>20. Federal Interoperability Policy Standards: All HIE services will comply with security, privacy, and interoperability policies as listed below.</p> <ul style="list-style-type: none"> • The vendor confirms that the following identified policies are being followed: <ul style="list-style-type: none"> ○ Federal Information Security Management Act (FISMA) ○ Health Insurance Portability and Accountability Act (HIPAA) 	<Y/N?>	<Response>



PRHIE Operations and Technical Services RFP #2025-PRHIE-001
Attachment E: Mandatory Specifications

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement
<ul style="list-style-type: none"> ○ Health Information Technology for economic and Clinical Health Act (HITECH) ○ Patient Protection and Affordable Care Act ○ National Security Agency (NSA) Security Recommendation Guides ○ Office of the National Coordinator for Health Information Technology (ONC) Cures Act Final Rule on Information Blocking ○ Centers for Medicare and Medicaid Services (CMS) Interoperability and Patient Access Final Rule ○ Commonwealth regulations regarding privacy and security ○ TEFCA 		
<p>21. Security – Hosting: The vendor confirms that hosting services are controlled and managed for access, information exchange, and identity authentication.</p> <ul style="list-style-type: none"> • The vendor confirms that: <ul style="list-style-type: none"> ○ Hosting services have controls in place to prevent unauthorized access, with automated monitoring of service availability and to detect potential intrusions in the production environment ○ Hosting Services support the exchange of SAML 2.0 (or supported version) security assertions with other systems, 	<Y/N?>	<Response>

PRHIE Operations and Technical Services RFP #2025-PRHIE-001
Attachment E: Mandatory Specifications

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement
<p>including eHealth Exchange and custom attributes. Vendor will use SAML attributes for logging and access control determination decisions</p> <ul style="list-style-type: none"> ○ Hosting services support: ○ OAuth federated authentication for both web services as well as for browsers ○ OCSP x.509 certificate revocation detection (or supported version) ○ Other methods of x.509 certification revocation detection <ul style="list-style-type: none"> • Hosting services will support identity federation standards (SAML, SPML, WS-Federation, etc.) to authenticate and authorize users. The NIST SP 800-63 document suite provides technical requirements for federal agencies implementing digital identity services (4-volume set) • Hosting services will provide strong (multi-factor) authentication options (digital certs, tokens, biometrics, etc.) for user access in keeping with the NIST SP in cited above. • Hosted systems must be in the continental US or the territories. 		
<p>22. Security – Encryption: The vendor confirms that Encryption Services work to ensure that all health information in transit and at rest is unusable, unreadable, or indecipherable to unauthorized individuals through use</p>	<p><Y/N?></p>	<p><Response></p>



PRHIE Operations and Technical Services RFP #2025-PRHIE-001
Attachment E: Mandatory Specifications

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement
<p>of a technology or methodology specified by the Secretary of the Federal Department of Health and Human Services in the guidance issued under section 13402 (h)(2) of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5), or any update to that guidance.</p>		
<p>23. Security – Intrusion-Detection and Firewall Protection: The vendor confirms that hosting services will have aggressive intrusion-detection and firewall protection per NIST SP 800-53A Rev 5 SI-04(01) System Monitoring, System-wide intrusion detection systems.</p>	<Y/N?>	<Response>
<p>24. Security – Legal Compliance: The vendor confirms that all HIE services will cooperate completely with the Commonwealth's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure, reporting any security breach with conformance with PR laws.</p> <p>The vendor confirms awareness of PR laws and PRITS (Puerto Rico Innovation & Technology Service – the central agency driving technological advancements) policies for detecting and reporting vulnerabilities, including security breaches.</p>	<Y/N?>	<Response>
<p>25. Security – Reporting: The vendor must demonstrate that Hosting services will issue ongoing reports regarding HIE security audits and compliance activities in a format and frequency reasonably requested by the Commonwealth.</p>	<Y/N?>	<Response>

PRHIE Operations and Technical Services RFP #2025-PRHIE-001
Attachment E: Mandatory Specifications

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement
26. Security – Security Management: The vendor must demonstrate that industry-standard security management will be implemented and administered by the vendor.	<Y/N?>	<Response>
27. User Access and Management – User Account Management: The vendor confirms that they provide participants with access based on user role groups and to IT Administrative access to manage end-user accounts, submit/edit requests for end-user accounts on their behalf, to alleviate provider burden for account management outside of password requirements.	<Y/N?>	<Response>
28. User Access and Management – End-User Authentication: The vendor confirms they use Security Assertion Markup Language (SAML) Single-Sign-On (SSO) authentication (or an equivalent technology) whereby EHR users can access HIE services efficiently and securely from within their workflow environment. The vendor confirms support for federated identity management. The vendor confirms that integration with common EHR system types is in place.	<Y/N?>	<Response>
29. User Access and Management – Provider Directory: The vendor must support for provider directory services for individuals and facilities: <ul style="list-style-type: none"> • The vendor confirms provider Directory support for Direct Secure Messaging. 	<Y/N?>	<Response>

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement
<ul style="list-style-type: none"> The vendor confirms that Provider Directory Services associate providers with facilities and health systems. 		
<p>30. User Access and Management: The vendor must support identity and access management services.</p> <ul style="list-style-type: none"> The vendor confirms that identity and access services include user profiles and contact information. The vendor confirms that identity and access services manage patient-provider attribution. 	<Y/N?>	<Response>

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Mandatory Qualifications

The vendor must complete this section to demonstrate that it has the experience needed to meet the requirements in this RFP. **Table 17: Mandatory Qualifications** below lists each mandatory qualification. The vendor must note whether it meets the qualification and provide narrative demonstrating fulfillment of the requirement. If multiple vendors are submitting a joint proposal as a response to the RFP, the primary respondent should replicate the table and complete it for each vendor participating in the joint response.

The vendor must complete this section to demonstrate it has the experience needed to meet the requirements in this RFP. The table below lists each mandatory qualification. The vendor must note whether it meets the qualification and provide narrative demonstrating fulfillment of the requirement. See **Appendix 5: Procurement Library** for a ruling by the Puerto Rico Supreme Court regarding vendor and staff qualifications and other considerations

Table 17: Mandatory Qualifications



PRHIE Operations and Technical Services RFP #2025-PRHIE-001
Attachment E: Mandatory Specifications

Mandatory Qualification Item(s)	Vendor Meets Qualification? Y/N	Provide a Brief Narrative to Demonstrate Fulfillment of Requirement
The vendor must have at least five (5) years of experience in operating and managing a PRHIE solution of similar size, scope, and complexity as described in this RFP.	<Y/N?>	<Response>
The vendor must include at least two (2) references from two (2) different projects performed within the last seven (7) years that demonstrate the vendor's ability to perform the SOW described in this RFP.	<Y/N?>	<Response>
The vendor must include references from two (2) different projects/clients that provide details on the vendor's experience implementing and operating a HIE solution.	<Y/N?>	<Response>
The vendor must commit to providing local support for outreach and onboarding, HIE participant education, representation on governance bodies, and help desk functions. Operations in Spanish and English are a part of meeting this requirement.	<Y/N?>	<Response>

Vendors are prohibited from modifying pre-filled text on tables throughout the RFP, excluding the designated response areas.

See **Appendix 5: Procurement Library** for a ruling by the Puerto Rico Supreme Court regarding vendor and staff qualifications and other considerations.

By signing below, I certify that I have reviewed and understand these mandatory specifications in their entirety and agree to meet, and will continue to meet, each of these mandatory specifications in full.

(Company)

(Authorized Representative Name, Title)

(Signature)

(Contact Phone/Fax Number) **(Date)**

Attachment F: Outcomes Traceability Matrix (OTM) Instructions

The following instructions supplement instructions provided within Microsoft Excel® file **Attachment F: Outcomes Traceability Matrix (OTM) Instructions**.

Instructions

The vendor must note compliance with each outcome and the associated measure, metric, target setting, performance standard, and/or liquidated damage listed in the Vendor's Disposition column of Tab 3. Outcomes, using only the values that appear in the drop-down list.

Vendor's Disposition values are outlined below:

- **“Will Meet”**: The vendor agrees to meet the outcome and each outcome's associated measure, metric, target setting, performance standard, and liquidated damage. The vendor must respond with “Will Meet” for each outcome for the proposal to be considered responsive to the PRMP requirements and be further evaluated.
- **“Will Not Meet”**: The vendor *declines to meet* the outcome and each outcome's associated measure, metric, target setting, performance standard, and liquidated damage. If a vendor responds with “Will Not Meet” to one or more outcomes, the proposal will be considered non-responsive and will be disqualified per Section **5.4 Failure to Meet Mandatory Specifications**.

All outcomes must contain one of the values identified above. Any outcome without a Vendor's Disposition response value will be considered “Will Not Meet.”

The vendor must provide the specific attachment, section, and page number(s) reference where the detailed narrative response for each outcome resides, providing PRMP with a crosswalk and supporting that each outcome is included in the vendor's response. The Attachment column has been pre-populated with the location that PRMP anticipates the narrative response to reside; however, it is up to the vendor to update that column accordingly should the vendor respond to an outcome in a different location.; however, it is up to the vendor to update that column accordingly should the vendor respond to an outcome in a different location.

Attachment G: Response to SOW

General Instructions

This section provides instructions on how vendors will respond to the various services detailed in this RFP.

Vendors are required to respond to all specifications, outcomes, and deliverables expressed in the RFP. The vendor must explain how it will perform, at a minimum, all necessary services and meet all expectations detailed in this RFP.

The vendor will be expected to focus on these sections as part of the initial design discussions with PRMP. PRMP also encourages vendors to include additional details that demonstrate how their offering is the best option for PRMP in achieving its desired goals for the PRHIE.

Narrative Response

Vendors are expected to provide a narrative response detailing how they can meet or exceed PRMP's specifications for vendor responsibilities, as detailed throughout this RFP. PRMP expects vendors to incorporate detailed responses to the sections and bullets listed below, including applicable references and approaches from industry standards and best practices. Additionally, PRMP expects vendors' responses to reference, address, and satisfy the applicable regulatory requirements stemming from CMS and the ASTP.

The text response to each section must be fourteen (14) pages or less in 11-point font, single spaced, with each response beginning on its own page with the associated section's reference on the top of the page. The vendor may also add up to two (2) pages of images or diagrams for each response. Responses beyond fourteen (14) pages of text and sixteen (16) total pages including images and diagrams will not be reviewed.

Topic #1: Business Operations Services

Vendors responses should detail approach to fulfillment of responsibilities as outlined within the below business areas of Section 4: Scope of Work:

1. Governance
2. Business Operations
3. Data Governance
4. Policy
5. Technical Assistance
6. Operations Reporting and SLAs
7. Technology Architecture and Vendor Partnerships

Topic #2: Technology Services

Vendors responses should detail approach to fulfillment of responsibilities as outlined within the below business areas of Section 4: Scope of Work:



1. Master Data Management
2. Interface Specifications, Configuration, and Management
3. Health Record Access
4. Electronic Notification Services (e.g., ENS, Alerts, Notifications, etc.)
5. Data Quality and Reporting Services
6. Application Programming Interface (API) Services
7. Public Health Reporting
8. Payer Services
9. Analytic, Reporting, and Measurement Services
10. Direct Secure Messaging
11. Emergency Response Services

Attachment H: Initial Project Schedule

This attachment provides the instructions to vendors for including their Initial Project Schedule as part of their proposal.

Instructions

The Initial Project Schedule should be provided as an attachment to the vendor's proposal and labeled as such in the submission. The vendor should also provide an electronic version of the Project Schedule, using either Microsoft Project® or an equivalent software, in the vendor's electronic submission of the proposal. The vendor should provide an additional electronic copy of the Initial Project Schedule converted to Microsoft Excel®.

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

- Detailed tasks and timelines, outlining the major sections and subsections covered in **Section 4: Scope of Work (SOW)**.
- The Work Breakdown Structure (WBS) to support the identification and establishment of critical path.
- The Project Schedule for all project deliverables and milestones.
- Identification of resources assigned as the responsible entity for each activity/deliverable within the WBS to the level at which control will be exercised.
- Identification of which activities may involve PRMP staff and/or other MES vendors including specify task details for assigned resources within the schedule.
- Identification of deliverables that may require more or less time for PRMP acceptance, including the proposed acceptance period for the deliverable.

In their evaluation of the vendor's Initial Project Schedule, the evaluation committee will be evaluating the vendor's ability to create a detailed Project Schedule that provides a detailed overview of the items listed above.

While PRMP is interested in achieving the PRHIE implementation as soon as possible, vendors are expected to create an Initial Project Schedule that reasonably balances the go-live timeline with critical project tasks, dependencies, and other items as listed above.

The Initial Project Schedule should presume a contract execution date of 08/15/2025. The actual contract execution date is subject to change and will be dependent on related contract negotiations as a part of this award.

Attachment I: Terms and Conditions Response

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

Title Page

The vendor should review **Attachment I: Terms and Conditions Response**, signing each provided signature block using blue ink in order to note the vendor's acknowledgment and intent of compliance. The vendor should identify any exceptions to the Terms and Conditions. If exceptions are not noted in **Attachment I: 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.

RFP Terms and Conditions

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

The vendor must provide an authorized signature stipulating the vendor's acknowledgment, understanding, and acceptance of these RFP Terms and Conditions.

Printed Name of Authorized Personnel

Signature of Authorized Personnel

Date

Customary Terms and Conditions

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

- Appendix 2: SLAs and Performance Standards
- Appendix 4A: Proforma Contract Draft
- Appendix 4B: Business Associate Agreement (BAA)

Complete the table below and provide a signature stipulating the vendor's acknowledgment, completed review, and acceptance of these documents.

Printed Name of Authorized Personnel

Signature of Authorized Personnel

Date

Terms and Conditions Exceptions

If the vendor is **not** taking exceptions to any PRMP Terms and Conditions, then the vendor must provide a binding signature stipulating its acceptance of these documents.

If the vendor is taking exceptions to any PRMP 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 I: Terms and Conditions Response**, Exceptions.

Enter on the line above: ("Taking Exceptions" or "No Exceptions Requested")

Printed Name of Authorized Personnel

Signature of Authorized Personnel

Date

Mandatory Requirements and Terms

The following items are mandatory requirements and terms. Proposers must provide its affirmative acceptance of these items to move forward with consideration under this RFP.

- The awarded 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 (Impuesto sobre Ventas y Uso [IVU]) as a provider (if applicable) in the Sistema Unificado de Rentas Internas (SURI). PRMP will not award a contract unless the vendor provides proof of such registration or provides documentation from the Puerto Rico Treasury Department that the vendor is exempt from this registration requirement in the SURI system. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For more information, refer to the Puerto Rico Treasury Department's web site <http://www.hacienda.pr.gov>

- Prior to the contract resulting from this RFP being signed, the successful vendor must provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the Commonwealth. Each Certificate of Insurance must indicate current insurance coverage meeting minimum requirements as specified by this RFP. A failure to provide a current Certificate of Insurance will be considered a material breach and grounds for contract termination. A list of the insurance policies that may be included in this contract is provided in **Appendix 4A: Proforma Contract Draft**. A performance bond may be required for the contract resulting from this RFP.
- **Appendix 2: SLAs and Performance Standards**
- **Appendix 4A: Proforma Contract Draft**
- **Appendix 4B: Business Associate Agreement (BAA)**

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

Complete the table below and provide an authorized signature stipulating the vendor's acknowledgment, understanding, and acceptance of the mandatory requirements and terms stipulated in this section.

Printed Name of Authorized Personnel

Signature of Authorized Personnel

Date

Commercial Materials

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

Exceptions

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

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

Identify and explain any exceptions to PRMP’s terms and conditions using the tables provided in the following pages. Vendors may insert additional 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 specifications and terms noted in this RFP are non-negotiable.

The vendor may add additional tables, as appropriate.

- Do not submit vendor’s Standard Terms and Contracting Provisions in lieu of stipulating exceptions below
- Making revisions to PRMP statutes and regulations is prohibited
- PRMP has no obligation to accept any exception(s)

Table 18: Exception #1

Document Reference	Vendor’s Explanation	Vendor’s Proposed Alternative Language (If Applicable)
<i>(Reference Specific Contractual Document and Section in Which Exception is Taken)</i>	(Required for Any Exception)	Cross-Reference to Specific Section of Vendor’s Terms (If provided as part of RFP response)

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Table 19 Exception #2

Document Reference	Vendor's Explanation	Vendor's Proposed Alternative Language (If Applicable)
(Reference Specific Contractual Document and Section in Which Exception is Taken)	(Required for Any Rejection/Exception)	Cross-Reference to Specific Section of Vendor's Terms (If provided as part of RFP response)

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.



Appendices

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Appendix 1A: Deliverable Review Process

All deliverables produced, maintained, and reviewed by the vendor must be done with the goals of encouraging reuse and maintaining consistency of content, format, methodologies, development, review, and approval processes. The vendor should maintain consistency and encourage reuse across operations and throughout the MES. The vendor should reference PgMO Plan Aids when developing project deliverables. The PgMO Plan Aids and supporting MES guidance should be referenced in conjunction with the ePMO Management Plans and supporting guidance. Reference **Appendix 5: Procurement Library** for more details.

Any deliverable developed under this contract will be owned by PRMP and may be used and shared by PRMP at its discretion.

Normal business hours are considered Monday through Friday 8 a.m. to 6 p.m. AST. Normal business days exclude Commonwealth and federal holidays. If a deliverable due date falls on a weekend or a PRMP-recognized holiday, then the deliverable due date will be the next business day.

All deliverables should be provided to PRMP in a format most conducive to PRMP's review and approval, based on the deliverable's specifications. The vendor will not print and submit paper copies of reports unless requested by PRMP. Final deliverables should be submitted to PRMP in the original report format, accompanied with a PDF copy.

Deliverable Review Process

PRMP intends to review all deliverables according to the process shown in the PRMP-approved Documentation Management Plan, as described in this RFP. Documentation will be saved in a location to be determined by PRMP prior to the award of the contract. The vendor's quality management process should be aligned with this deliverable review process and followed in conformance with any review process specifically designed for this project. The review process allows PRMP and other stakeholders to evaluate whether the deliverable meets the requirements and is functional in the context of the system.

Deliverable Expectation Document (DED)

As part of the deliverable development and review process, the vendor shall create a 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 PRMP. A DED is a document that includes an outline of the deliverable and description of the content planned for the deliverable. All deliverables defined in the **Deliverables Dictionary of this RFP in Appendix 1B** require a DED submission, unless waived by PRMP in writing. As each project deliverable is submitted, the vendor must include a copy of the project deliverable's DED as the cover sheet.

The DED must include, but not be limited to:

- Table of Contents
- DED purpose

- 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 assumptions, constraints, and stakeholders
- Deliverable acceptance criteria

Prior to drafting the deliverable, the vendor must submit a DED to PRMP for its review and/or approval. During the deliverable review process, PRMP project 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 must schedule a deliverable walkthrough with PRMP project team to provide a high-level review of the deliverable. Plans for scheduling deliverable walkthroughs should be integrated into Deliverable #D02: PRHIE Work Plan.

Initial Deliverable Submission

The deliverable review process begins the vendor's deliverable submission. Deliverables will be submitted in a client-ready state aligned with the PRMP-approved DED, with no grammatical errors and with formatting appropriate for PRMP approval. The date of a deliverable's receipt will be defined based on the time of submission. If a deliverable is submitted on a non-business day (such as a weekend or holiday) or after normal business hours, the next business day will become the date of receipt. PRMP or its designee will provide the vendor with either a notice of deliverable approval, a notice of conditional approval, a notice of return, or a request for additional time to complete its review beyond the standard ten (10) business days allotted from the date of receipt of each deliverable.

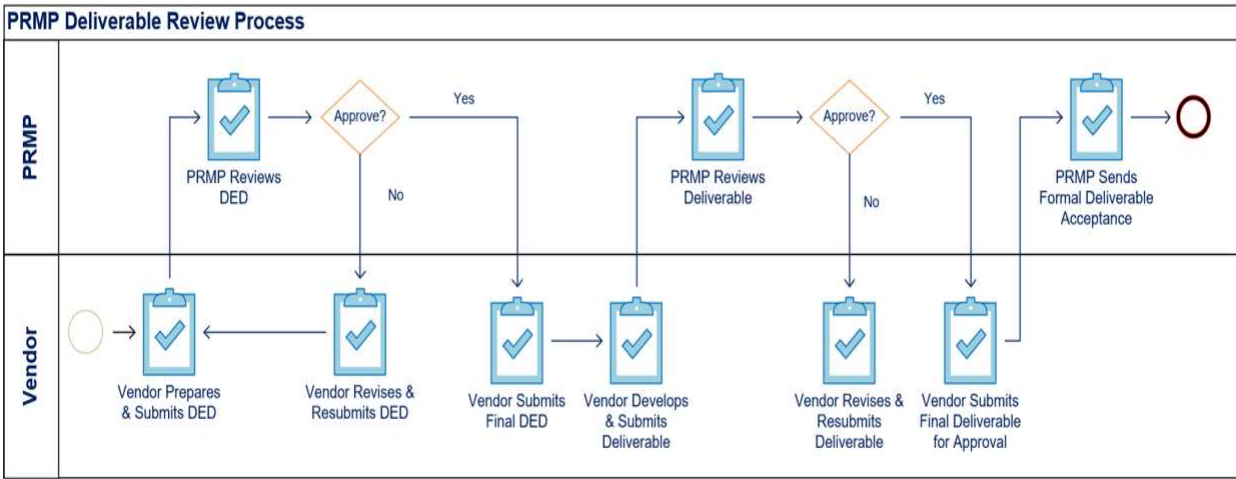
If any portion of the deliverable is unacceptable, PRMP will outline in the notification the reason(s) for returning the deliverable. The vendor will have five (5) business days from the date of return by PRMP to correct any deficiencies and resubmit the deliverable to PRMP. PRMP will have an additional five (5) business days from the date the vendor resubmits the deliverable to review the document. When PRMP finds the deliverable acceptable, PRMP will provide the vendor with written approval of the deliverable.

Second Deliverable Submission

If, upon the second review of a deliverable, PRMP finds the deliverable or any portion thereof unacceptable or not in alignment with the approved acceptance criteria, 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 PRMP's acceptance of the deliverable.

Figure 1: DED and Deliverable Review Process below illustrates the review steps and approval process for each deliverable review cycle.

Figure 1: DED and Deliverable Review Process



Appendix 1B: Deliverables Dictionary

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

D01: Monthly Status Report

The Monthly Status Report deliverable is recurring for the length of the contract. The purpose of the Status Reporting is to provide PRMP and its partners with actionable insights into the development and operation of HIE services in services of achieving the intended outcomes related to care coordination, event notification, public health reporting and emergency response, and supporting PRMP in planning for future expansion and development of HIE services. The vendor must design the dashboard to facilitate collaborative discussion with PRMP, presenting information in a way that is absorbable by audiences with a varied knowledge of HIE functions. Project reporting is expected by the 15th of each month and should include:

- Status against the Project Management Plan/Project Schedule (status of scope, schedule, budget)
- Key accomplishments
- Upcoming focus areas
- Key metrics
- Objectives for the next reporting period
- Key upcoming meetings
- Recovery plan for all work activities not tracking to the approved schedule and/or to the approved plan documents
- Escalated risks, issues (including schedule and budget), action items, and decisions
- Progress towards key goals including data quality tracking and remediation, expansion and maintenance of interface feeds, data use and access counts, public health reporting and need identification, etc.
- Status of compliance with federal mandates (privacy controls, security assessments, federal reporting metrics, etc.)
- Status of key services areas including, but not limited to, MPI rates, data access, care coordination facilitation, ENS, public health reporting and support, and emergency response support
- Consent rates for people who choose to opt-out of the HIE, as tracked within the MPI

- Adverse privacy audits results
- Intentions to redisclose data aggregated through the HIE to third parties
- Status of compliance with all SLAs
- Status of compliance with the Outcomes Traceability Matrix (OTM)

D02: PRHIE Work Plan

The vendor should provide a detailed task-by-task schedule of the activities monthly, tying back to the Work Breakdown Structure (WBS). With each update, the vendor shall provide a description of what has changed since the previous submission. The project schedule provides start and end dates, durations, work estimates, resources, each task, deliverable, and milestone. The WBS should be baselined upon initial approval of this deliverable by PRMP.

D03: Kickoff Meeting

The vendor should coordinate with the PRMP project lead to schedule a kickoff meeting to initiate work. The vendor's project lead shall facilitate the meeting. The project kickoff meeting agenda must include the following, at a minimum:

- Introduction of key team members to PRMP's project lead and support staff
- Establish mutual understanding and awareness of the project objectives, scope, governance, schedule, risks, and issues
- Present templates for project schedule, status reports, participant engagement plans and operations management plans

D04: Implementation Plan

The Implementation Plan will describe the strategies, tactics, and associated reporting for all activities related to go-live of HIE services. This report will include, but not be limited to:

- Plans for transitioning business and technical operations to minimize duplication of existing infrastructure and process
- System readiness assessment and testing plans
- Participant communications
- Roles and responsibilities for implementation activities

D05: HIE Participant Engagement and Technical Assistance Plan

The HIE Participant Engagement and Technical Assistance Plan should provide an approach for participant engagement, including methods for communication, outreach, and engagement. The Plan must include a participant analysis process to identify needs and challenges related to HIE services and maintain a participant register with background information. The vendor should use this to Plan to communicate annual engagement goals and a means for continually reporting goals and outcomes to PRMP. The Plan should include strategies for providing and evaluating technical assistance services, such as Help Desk services.

D06: Operations Management Plan

The Operations Management Plan should provide the vendor's overall approach to managing Puerto Rico's HIE operations. The Operations Management Plan should include, at a minimum, the following:

- Governance Approach (change management, decision making, data governance, etc.)
- Description of contract management process and staffing
- Approach to workflow management and ongoing process improvement
- Description of HIE service and use case sequencing
- Description of core operations support (technical assistance, onboarding, remediation, etc.), including applications, management approaches, and reporting for each
- Expected collaborative activities with PRMP and other partners and associated roles and responsibilities
- Management of technological solutions and subcontractors
- Document management plans and processes
- Quality management process for developing and delivering outputs to PRMP and participants
- Standard Operating Procedures (identification of topics and timeline for development)

D07: Security, Privacy, and Confidentiality Plan

The Security, Privacy, and Confidentiality Plan establishes the approach the vendor will use to manage security, privacy, and confidentiality while providing HIE services in compliance with all federal and local security requirements.

The Security, Privacy, and Confidentiality Plan should include, but not be limited to:

- Vendor's approach to conducting penetration testing and participating in biannual third-party security and privacy assessments
- Health Insurance Portability and Accountability Act of 1996 (HIPAA) statement that the system meets requirements for transactions and code sets, privacy, and security and, when required, National Provider Identifier
- Evidence that all HIPAA-related checklist criteria are completed
- Account (access) management including how the vendor plans to use access control to validate users and to prevent unauthorized access, Security Information Event Management (SIEM), and malicious software detection (if applicable)
- Role-based security (including complete solution role matrix)
- Audit management plan, audit controls, and associated processes
- National Institute of Standards and Technology (NIST) 800-53 or equivalent approved security controls report, outlining organizational responsibilities (State, offeror, or shared),

per each applicable control for each major application/information system within the audit scope

- Outline for regular security, privacy, and confidentiality meetings with PRMP/PRDoH security representatives
- Plan of Action and Milestones documentation for non-compliant security and privacy controls when the offeror holds primary or shared control responsibility.
- Plans and processes for exercising and maintaining plans
- PHI data management protocols
- Annual update process
- Data breach reporting processes
- Notice of alignment with State and federal security requirements, including stated Mandatory Requirements
- Approach to completing the System Security Plan, Plan of Action and Milestones, and other artifacts tied to federal reviews and recommended or required by PRITS.

D08: Staffing Management Plan

The Staffing Management Plan documents the vendor's approach to providing and managing qualified staff roles to support the operation and provision of HIE services. The Staffing Management Plan should describe how the roles, responsibilities, and reporting relationships will be structured and addressed in support of the HIE service operations.

The Staffing Management Plan should include, but not be limited to, the following details, as they pertain to staff supporting the delivery of HIE services:

- Organizational chart identifying all staff supporting the delivery of HIE services and clearly identifying subcontractors in operational roles
- Description of the roles, responsibilities, remote vs. on-island location, and skillset associated with each position on the organization chart
- For each key staff member, a summary description of the roles, responsibilities, and experience that qualify them for their role in providing HIE services
- Feedback process and change request process for PRMP to relay insights on staff and/or roles to PRHIE vendor management
- Process by which PRMP can approve and request changes to key personnel assignments
- Processes by which the PRHIE vendor sustains needed staffing support from subcontractors

D09: Incident Management Plan

The Incident Management Plan should detail the vendor's approach to Incident Management. The Incident Management Plan should include, but not be limited to, the following:

- Definition of what constitutes an incident as it relates to normal operations that support HIE services, including but not limited to severity level, classifications, escalation measures, and target times for responding and resolution
- Definition of the process for reporting, logging, managing, and tracking incidents to resolution and closure
- Description of the offeror's corrective action plan (CAP) methodology
- Definition of the process for communicating with affected stakeholders and HIE participants
- Identification of an incident manager
- Alignment and compliance with NIST SP 800-61rev2, or equivalent
- The Incident Management Plan should detail the following cybersecurity components:
 - Scope, responsibility matrix, communications plan, procedures, and deliverables associated with a cybersecurity incident response
 - Incident reporting requirements, semiannual security reports, and cyber threat sharing
- As part of the Incident Management Plan, the vendor will create, document, and maintain all incidents in an Incident Register and propose a mitigation plan for each item. The Incident Register and management tools should:
 - Be automated
 - Catalog all incidents
 - Allow authorized solution users to "self-report" and categorize incidents
 - Allow authorized solution users to configure an alert message when an incident occurs
 - Notify the State and affected stakeholders of each incident within the time frames defined by the State
 - Produce an Incident Report for each occurrence that identifies and describes the incident, its impact, associated communication, escalation, reporting, resolution, and planned corrective action
 - Track incident management based on established metrics

Although PRMP envisions the Incident Management Plan being separate from the Risk and Issue Management Plan, it should align with the methodology and approach to issue and risk management.

D10: Training Management Plan

The Training Management Plan should provide the approach the vendor will take to provide initial and ongoing training for all user groups, including administrative/IT users, HIE participants, and PRDoH users. Training should accomplish end-user understanding of the tools provided to accomplish the workflows each tool supports to achieve the intended goals.

The vendor's Training Management Plan should include, but not be limited to, the following:

- Defined strategies, tasks, and methods (e.g., online, learning management system, training tracking, learning credits, etc.) that will be used to meet the ongoing training requirements
- An explanation of the training methodology, describing the types of training to be provided (e.g., in-person training, webinars, on-demand), curriculum, and each unique audience to be served (e.g., administrative, clinical, the PRDoH staff, and subcontractor and offeror staff)
- Strategy designating how new employee and intermediate training is provided and maintained on an ongoing basis
- The methodology for evaluating the effectiveness of training [internal and external]
- Training locations for each audience
- Overview of tools and materials to be employed in the training, including workbooks, handouts, evaluative materials, preliminary agendas for the training, and a training system if necessary
- Process for updating training materials and notifying impacted parties of updates (to system or pertinent policy impacting system functionality)
- Training materials specific to each identified participant/audience
- All training should be offered in Spanish and English and presented in the language most preferred by each training audience
- Training should be provided by a role that has experience in healthcare operations and IT in Puerto Rico

D11: Data Management Plan

The Data Management Plan should outline how data across the HIE services are to be managed by the vendor. The plan should include all pertinent aspects of data and record management, metadata generation, data preservation, and analysis to help ensure that data are professionally managed and privacy and confidentiality are always maintained per federal and local standards.

The Data Management Plan should include, but not be limited to, the following:

- Purpose and scope of the Data Management Plan
- Functional and organizational infrastructure
- Technical infrastructure
- Policies and procedures
 - Predefined quality control criteria
 - Interface specifications (leveraging existing)
- Data model overview including:
 - Data architecture strategy
 - Conceptual data model
 - Data stores, including enhanced, modified, and leveraged

- Data access
- Data dictionary with file formats and naming conventions
- Assumptions, dependencies, and constraints
- Detailed data model for each HIE service, including:
 - Entity-relationship diagrams and tables for each component
 - Cleansing
 - Conversion
 - Migration
- Detailed description of the process for the management of and communication around incoming data that does not meet interface specification standards and requirements (for PRHIE); including the technical and manual components of the process/es included and what is automated and/or manual
- Data Integration Plan, a subset of the Data Management Plan, which describes the basis used for integration of data collected from various sources or systems
- Data Migration Plan, a subset of the Data Management Plan, which describes the strategy and processes used for migrating data from diverse sources or systems
- Description of process for acquiring, processing, and distributing data
- Quality assurance and quality control methods for all data
- Retention methodology for all data and records associated with the HIE services
- References and related documents
- Overarching architecture (data system and flow) diagram
- Data governance framework and strategies to align with the Medicaid Enterprise data governance effort (see 4.2.1 Business Operations Services)

D12: Disaster Recovery and Business Continuity Plan

The Disaster Recovery and Business Continuity Plan defines the resources, actions, and tasks required to protect and recover data and the data infrastructure in the event of a disaster. The Disaster Recovery and Business Continuity Plan should include the vendor's approach to working collaboratively with PRMP in the event of a disaster that impacts the HIE systems or services.

The Disaster Recovery and Business Continuity Plan should include, but not be limited to, the following:

- Disaster communication plan
- Descriptions of alternative hardware or processing sites, any proposed alternate hot site(s), and off-site data storage
- Description of off-site storage procedures, including a detailed schedule for backup operations and any proposed clustering methodology for high availability
- Backup and protection plan and procedures, to include data files and transaction logs from all environments, software, hardware, and network connectivity

- Detailed schedules for creating backup media, and detailed backup and recovery procedures for all anticipated types of disasters to help ensure that data maintained in the HIE or in other system/manual files is properly and routinely purged, archived, and protected from loss, unauthorized access, or destruction, in accordance with all relevant State policies and procedures
- Failover testing plan and procedures
- Description of each anticipated class of disaster
- Test Plan with regularly scheduled testing that verifies the completeness, integrity, and availability of backup information
- Proposed recovery time and recovery point objectives
- Risk analysis and risk mitigation for each core business process
- Processes and procedures for testing and reporting for the Disaster Recovery and Business Continuity Plan to include failover/fallback functionality and backup/recovery functionality, including recovery point objective and recovery time objective
- Plans detailing responsibilities, activities, and processes to be used in case of system failure at any time, including during turnover to production
- Plans for key support resources during turnover to production activities
- Identification of potential go-live system failures and negative events with mitigation plans and activities
- Plans for training key resources in recovery procedures
- Process for updating the plan as necessary throughout the life of the contract
- Address performance standards and KPI reporting as required by SLA-005: Disaster Recovery and Business Continuity
- Details for plans to comply with PRITS requirements related to Disaster Recovery

D13: Public Health Systems Plan

The Public Health Systems Plan should detail strategies and tactics for collaborating with Puerto Rico's providers and Department of Health on the identification of opportunities to streamline data aggregation and management in support of public health management and provider's compliance with public health reporting requirements (local and federal). The Public Health Systems Plan should include plans for vendor to support change management processes needed to streamline data capture and reporting through the HIE on behalf of public health.

D14: Pilot Implementation and Management Plan(s)

PRMP expects that the vendor will orchestrate pilots with super users before launch of data access and reporting functionality. The Pilot Implementation and Management Plans are expected to detail the process for coordinating pilots and adapting processes or services to address feedback received through the pilots. A pilot process is a prerequisite for launching public HIE services in the Commonwealth.

D15: Data Transition Plan

Should the technical platform change from the existing arrangement, the PRHIE vendor will be responsible for developing a Data Transition Plan to describe the ways in which PRHIE data will be transferred to a new repository and supporting systems while maintaining the integrity, usability, and accessibility of the data and existing reporting (used by PRDoH) in accordance with local and federal clinical data standards.

D16: Detailed System Design Document

The PRHIE vendor must present a detailed design for all system and operations functions, showing all inputs, processes, interfaces, system interrelationships, and outputs. The Detailed System Design Document should include, but not be limited to, the following.

- A narrative describing the entire system
- Architecture documentation
- Business process models
- Data flow diagrams showing data stores and flows
- Entity Relationship Diagrams (ERD)
- A description and flow charts showing the flow of major processes in the system
- A description of the operating environment
- A description of the how the PRHIE vendor will provide Database Administration and system support including such topics as:
 - Data modeling and normalization
 - Logical database design
 - Database creation and update
 - Coordination and consultation with applications software and testing teams
 - Database standards identification and compliance monitoring
 - Database maintenance, reorganization, and recovery
 - Data queries and corrections
 - Database performance analysis and improvement
 - Database resource utilization and capacity planning
- This Plan should work to compliment the Data Management Plan (D11)

The nomenclature used in the overview shall correspond to nomenclature used in subsystem documentation. All functions must be referenced, and documentation must be consistent from the overview to the specific.

D17: Independent, Third-Party Security, and Privacy Controls Assessment Report

The Independent, Third-Party Security, and Privacy Controls Assessment Report documents how the PRHIE vendor will plan for and participate in required annual and bi-annual security and privacy assessments, including, but not limited to, Penetration Testing. The purpose of this

document is to help ensure (1) the PRHIE vendor is aware of obligations relating to participating in third-party security and privacy controls assessments and (2) has planned time and resources to successfully participate in the assessment(s) as to not impact PRHIE operations.

D18: Streamlined Modular Certification Support Plan and Reporting

The vendor will develop a Streamlined Modular Certification Plan that includes collaborating with PRMP to facilitate and execute the Certification process for PRHIE services. The plan will represent all facets of the Certification process that are required of HIE modules, with the understanding that a full certification of the services may not be required. The Plan may be delivered to PRMP in stages with clear communication around when and how the vendor will update the Plan's contents. This deliverable should be consistent with CMS' guidance for Streamlined Modular Certification. At a minimum, the Support Plan must include:

- Roles and responsibilities related to the Streamlined Modular Certification process
- Proposed certification timeline acknowledging steps such as,
 - Collaborative development of outcomes and measures
 - Development and submission of certification artifacts
- Proposed outcomes statements, measures, metrics, and reporting cadence
- Outcomes data reporting (ongoing), which is expected to be produced through automated reporting, not manual extraction

D19: Turnover and Closeout Management Plan

The vendor should develop and submit to PRMP a Turnover and Closeout Management Plan within 120 calendar days after the execution of the contract. The Turnover Plan should be based on achieving a turnover within six months prior to the end of the contract. The plan will include the following:

- Transition Approach
- Staffing
- Tasks
- Schedule
- Operational documentation and work artifacts

The Turnover and Closeout Management Plan should also include:

- Knowledge transfer activities to PRMP or a designated agent
- Delivery of project documentation, including technical design, business design, business standard operational procedures, testing, pending findings, defects, change requests, etc.
- Training activities on the use of the system
- Transfer of assets, as applicable
- Escrow, if applicable
- Data authorized for transfer and backups

- Statement of PRMP ownership, as applicable
- Certificate of destruction; as applicable
- Project closeout report
- Description of the transition process
- Key personnel and their responsibilities during transition activities
- List of product documentation and other system artifacts that will be turned over to PRMP
- Work Breakdown Structure (WBS), including dependencies on PRMP, other vendors, System component availability
- Project communication associated with risk management and project status reporting during the transition
- Logical and physical security
- Details about the status of data feeds and data services
- Details about the status of licenses and subcontractor agreements
- Process and procedures/policies/desk-side manuals, to use the System, as applicable.
- Transition or closure of active correspondence; as applicable
- Interfaces security key details

The Turnover plan should reflect the following Turnover deliverables:

- Turnover and Closeout Management plan
- Module and system software and files, including business design, technical design, testing and other operations documentation, as applicable
- Turnover Results report
- Statement of Resources on-site during the turnover period
- Description of the operational infrastructure
- Web-portal, translator, and translator software, as applicable

The vendor will provide the above within a time frame requested by PRMP and documented in the Turnover work plan. Additionally, the vendor will use its own quality processes to help ensure that deliverables meet PRMP approval.

Appendix 2: SLAs and Performance Standards

Each Service-Level Agreement (SLA) contained herein identifies a service level indicator and provides an approximate example of the performance standards and required reporting expected by the Commonwealth in a particular area and implications of meeting versus failing to meet the SLAs, as applicable. The use of examples indicates PRMP’s qualitative expectations for these service levels. Service levels will be agreed upon in negotiations between PRMP and the vendor. This approach accommodates vendor solutions that have existing service levels that substantially meet PRMP’s expectations although the metrics may be slightly different than the provided examples. The vendor should consistently meet or exceed performance standards classified as SLAs between the vendor and the Commonwealth. The Commonwealth reserves the right to seek any other remedies under the contract. **Table 20: SLAs** contains the SLAs found in this appendix.

Table 20: SLAs

ID	SLA Name
SLA-001	Deliverable Service Level
SLA-002	Solution Availability
SLA-003	Solution Performance
SLA-004	Operations Incident Management
SLA-005	Disaster Recovery and Business Continuity
SLA-006	Data Quality and Management
SLA-007	Technical Support
SLA-008	Reporting
SLA-009	Staffing
SLA-010	Security and Privacy Incident Notification
SLA-011	Security Breach
SLA-012	HIE Service Enhancements
SLA-013	CMS Certification
SLA-014	PRMP Queries and Requests
SLA-015	Meeting Agendas
SLA-016	Meeting Minutes
SLA-017	Change Request Tracking and Responses
SLA-018	HIE Turnover

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

SLAs and Performance Monitoring

The reporting requirements for each SLA are key indicators of the vendor’s operational performance in alignment with SLA performance standards. The vendor is responsible for monitoring and reporting on the status of SLAs. Failure to achieve performance standards, at the discretion of the Commonwealth, may result in payment reduction (payment fee). Failure to meet any other performance standard defined in the resulting contract is not directly tied to payment fees unless otherwise specified. The Commonwealth reserves the right to promote any performance metric to the status of a performance standard tied to a payment fee.

The following **Table 21: SLA Terms and Definitions** contains the terms and their definitions specific to the SLAs found in this appendix.

Table 21: SLA Terms and Definitions

Term	Definition
Downtime	The time during which any HIE service is not functioning or available for any reason. There are two types of downtime defined: scheduled downtime and unscheduled downtime.
Scheduled Downtime	Any period an HIE service is unavailable for its intended use. The Commonwealth will review and approve scheduled downtime in advance of the service interruption. Scheduled downtime that has received approval from the Commonwealth does not count toward downtime performance standards.
Unscheduled Downtime	Any period an HIE service is unavailable for its intended use wherein the Commonwealth has not approved the downtime in advance of the service interruption. The vendor should report unscheduled downtime to the Commonwealth within one hour of occurrence.
Refresh and Maintenance Window	The refresh and maintenance window is defined as the hours the solution supporting the HIE services will be available to the vendor for updates.
Data Refresh	The time reserved for all activities associated with refreshing the data.
System Maintenance	The time available to the vendor to perform system maintenance.
Incident	A service or function that was previously working but is now broken or displaying some error.
Service Request	A request for a standard change, a new feature or service, information, or normal administrative functions (such as password reset, account creation and modification.)

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Contract Remedies

The vendor should deduct any amount resulting from failure to meet one or more SLAs from its future payments. The SLA contract remedy deductions must be made from the invoice total dollar

amount. Each invoice should also be accompanied by an SLA Report detailing those SLAs that were triggered within the invoice period. For details on what should be included in the SLA Report, refer to **Appendix 1B: Deliverables Dictionary**. Each invoice should detail the total invoice amount, the amount deducted due to the associated contract remedy, and the final invoice amount less the contract remedy. PRMP reserves the right to seek any other remedies under the contract.

PRMP will monitor the vendor's performance based on the vendor's reported performance against each SLA. Each SLA presented in this RFP establishes the performance level PRMP approximates for each area. KPIs are identified within each SLA and are to be measured and reported each month by the vendor in the Monthly Status Report. Monthly Status Reports, including SLA performance reports, must be provided in the format agreed upon with PRMP and received electronically no later than the tenth day of the month for the prior month's performance.

PRMP will decide to enforce the associated liquidated damages. If PRMP chooses to not enforce liquidated damages at any given time, it does NOT set precedence for future enforcement actions, does not limit PRMP's enforcement authority in any way, and does not imply acceptance or approval of performance below the agreed-upon level.

Corrective Action

The vendor must submit a written Corrective Action Plan (CAP) to the Commonwealth for unmet SLAs no later than 10 business days from the date the Commonwealth requests the CAP. The Commonwealth will consider extensions to the 10-day timeline on a case-by-case basis. The CAP will include, at a minimum:

1. Deficient SLA(s)
2. Full description of the issue
3. Root cause analysis
4. Risks related to the issue
5. The resolution, including any failed solutions implemented prior to resolution
6. Proposed corrective action to avoid missing the SLA in the future

The vendor will implement the proposed corrective action and coordinate with the Commonwealth on additional refinements and corrective actions as required.

SLAs

The following SLAs include descriptions, compliance and calculation information, and reporting. The Commonwealth will calculate and apply penalty payments based on the prior month's performance reports (e.g., January penalties applied to the February invoice).

Table 22: SLAs Performance Standard and Contract Remedies

SLA ID#	SUBJECT AREA
SLA-001	Deliverable Service Level
Definition	<p>The Deliverable Service Level measures the submission of the deliverables assigned specific completion dates after contract execution when achieved on time and approved by the Commonwealth as defined in Section 8, Appendices – Appendix 1, Deliverables Dictionary.</p> <p>The Commonwealth and the vendor will agree to a PRHIE Work Plan at the commencement of contract, and the vendor will maintain the Work Plan as agreed to throughout the life of the implementation. The parties may agree to re-baseline the Work Plan throughout the life of the implementation. The vendor should provide deliverables to the Commonwealth in keeping with agreed levels of completeness, content quality, and content topic coverage, and otherwise achieve the agreed purpose of the deliverable between the Commonwealth and the vendor in accordance with the Contract. The vendor should complete all deliverables within their corresponding delivery dates identified in Section. 8, Appendices – Appendix 1, Deliverables Dictionary, and the Work Plan. This service level will commence upon initiation and will prevail throughout the contract.</p>
Expected Performance Standards & Examples	N/A
Contract Remedies	<p>The Commonwealth will deduct a fee of 5% – 10% of each deliverable payment for SLA deficiencies as follows:</p> <ol style="list-style-type: none"> 1. 5% of payment for each deliverable = Total Fee at Risk per deliverable payment The Commonwealth expects compliance with each delivery date to be no more than the seven calendar days following the due date of the deliverable. 2. 10% of payment for each deliverable = Total Fee at Risk per deliverable payment The Commonwealth will assess this payment for any deliverable more than seven days late. <p>The Commonwealth will not release deliverable payments until the deliverable is complete and approved using a signed deliverable acceptance form.</p>
Expected Reporting & Examples	N/A
SLA-002	Solution Availability
Definition	<p>The HIE Service Solution Availability Service Level is defined as the percentage of possible uptime in a month that the HIE services (i.e., technical services included in Section 4.2.2) are available to authorized users or to</p>

SLA ID#	SUBJECT AREA
	perform in a backup capacity, including all weekends and holidays. Negotiated and agreed upon downtime for system maintenance during off-peak hours is not included in the calculation of solution availability. The vendor should report any performance standard failure to the Commonwealth as specified in SLA-004 Operations Incident Management and tracked over the course of the month to calculate the fee penalty and report the fee penalty in the monthly reporting as described below in KPIs – Reporting.
Expected Performance Standards & Examples	<ol style="list-style-type: none"> 1. Authorized HIE service user access to the portal shall be available at least 99.5% of the time measured over the course of the monthly reporting period, and overall, 365 days per year, 24 hours per day, seven days per week, not including planned maintenance and/or outages. 2. The production environment and network connectivity to the portal shall be accessible 99.5% of the time except for scheduled downtime. 3. Stage environment is allowed 10% downtime for maintenance and upgrades. 4. The refresh and maintenance window will be on weekends and holidays to avoid heavy portal usage during the week. 5. Production failover availability will be 24 hours per day, seven days per week and documented in technical specification how cloud-based services are configured and will be used for this requirement, including active restoration of data. 6. The Commonwealth are notified of unplanned downtime as specified in SLA-004 Operations Incident Management.
Contract Remedies	Up to 8% of the monthly operating fee may be deducted for failure to achieve the Solution Availability performance standards as follows: <ul style="list-style-type: none"> • Any 1 of 6 not met: 1% • Any 2 of 6 not met: 2% • Any 3 of 6 not met: 4% • Any 4 of 6 not met: 6% • 5 or more are not met: 8%
Expected Reporting & Examples	The vendor should report unscheduled downtime to the Commonwealth as specified in SLA-004 Operations Incident Management. The vendor should report any performance standard not being met throughout the course of the month within one hour of missing the performance standard. By the 15th of each month, the vendor is to report on these standards as follows:

SLA ID#	SUBJECT AREA
	The previous month's availability to include: <ul style="list-style-type: none"> • Percentage of downtime as measured against performance standards for production and stage • Production normal business hours downtime • Production downtime outside of normal business hours • Production Failover downtime • Summary of individual outage durations, impacts, and causes Refresh and maintenance activities outside KPI designated time
SLA-003	Solution Performance
Definition	The HIE Service Solution Performance Service Level is defined as how the core HIE services meet the needs of authorized solution users.
Expected Performance Standards & Examples	<ol style="list-style-type: none"> 1. Incoming health information (data) will be available to authorized users in the production environment with all data access services (i.e., portal, EHR driven access workflows, etc.) in near real-time, or within 10 minutes of receipt, 24 hours per day, seven days per week, except for scheduled downtime, unless agreed to by the Commonwealth. 2. Electronic Notification Services (ENS) will be accurately triggered and delivered to the authorized recipient, according to the type of notification subscription, 99.5% of the time, 24 hours per day, seven days per week, except for scheduled downtime. Notifications included in this standard are based on pre-determined attribution and relationship between authorized users and patients. Rejected notifications shall be tracked and resolved. %The user interface shall support the four most highly used browsers in the U.S. and the Commonwealth in the production environment 99.5% of the time, 24 hours per day, seven days per week, except for scheduled downtime. Identification of supported browsers will be coordinated between the HIE and the Commonwealth, as needed 3. Outgoing data required for public health reporting services is delivered based on the data specifications required by PRDoH 99.5% of the time in the production environment, 24 hours per day, seven days per week, except for scheduled downtime. 4. The user interface shall support the four most highly used browsers in the U.S. and the Commonwealth in the production environment 99.5% of the time, 24 hours per day, seven days per week, except for scheduled downtime. 5. Identification of Patient consent choices are accurately captured, stored, and implemented, through a formal Consent Management process 100% of the time.

SLA ID#	SUBJECT AREA
	<p>6. Incoming health information (data) will be available to authorized users in the production environment with all data access services (i.e., portal, EHR driven access workflows, etc.) in near real-time, or within 10 minutes of receipt, 24 hours per day, seven days per week, except for scheduled downtime, unless agreed to by the Commonwealth.</p> <p>7. Electronic Notification Services (ENS) will be accurately triggered and delivered to the authorized recipient, according to the type of notification subscription, 99.5% of the time, 24 hours per day, seven days per week, except for scheduled downtime. Notifications included in this standard are based on pre-determined attribution and relationship between authorized users and patients. Rejected notifications shall be tracked and resolved. %The user interface shall support the four most highly used browsers in the U.S. and the Commonwealth in the production environment 99.5% of the time, 24 hours per day, seven days per week, except for scheduled downtime. Identification of supported browsers will be coordinated between the HIE and the Commonwealth, as needed.</p> <p>8. Outgoing data required for public health reporting services is delivered based on the data specifications required by PRDoH 99.5% of the time in the production environment, 24 hours per day, seven days per week, except for scheduled downtime.</p> <p>9. %Patient consent choices are accurately captured, stored, and implemented, through a formal Consent Management process 100% of the time.</p>
Contract Remedies	3% of the monthly operating fee (cost of HIE Service Areas) may be deducted as a penalty fee for failure to achieve any one of the performance standards.
Expected Reporting & Examples	<p>By the 15th of each month, the vendor is to report the following on this standard: The previous month's performance, to include:</p> <ul style="list-style-type: none"> • System (i.e., portal or record, ENS, public health reporting, etc.) usage by standard and service • Percentages as indicated for accuracy and timeliness
SLA-004	Operations Incident Management
Definition	<p>Operations Incident Management Service Level is defined as the approach, policies, and procedures used by the vendor to manage incidents with the HIE services as they occur. The following definitions describe the levels of incidents included in the performance standards.</p> <p><u>Critical</u>: System failure and no further processing is possible, confidentiality or privacy is breached, or healthcare data are lost.</p>

SLA ID#	SUBJECT AREA
	<p><u>High</u>: Unable to proceed with selected function or dependents, user-facing service is down for a subset of users, or core functionality is significantly impacted.</p> <p><u>Medium</u>: Restricted function capability, a minor inconvenience to customers with an available work-around, or usable performance degradation; however, processing can continue.</p> <p><u>Low</u>: Minor cosmetic change needed.</p>
<p>Expected Performance Standards & Examples</p>	<ol style="list-style-type: none"> 1. 99% of incidents are solved within the established time frames. 2. The Commonwealth is notified of 100% of incidents within the established time frames. 3. Incidents identified as “critical” will be acknowledged within 15 minutes, with a response time of one hour, a resolution time within four hours, and status reported to the Commonwealth at a minimum of hourly. 4. Incidents identified as “high” will be acknowledged within 15 minutes, with a response time of 90 minutes, a resolution time within 24 hours, and status reported to the Commonwealth every two hours. 5. Incidents identified as “medium” will be acknowledged within one hour, with a response time of one calendar day, a resolution time negotiated with the Commonwealth and development team within the development sprint planning process, and status reported to the Commonwealth monthly. 6. Incidents identified as “low” will be acknowledged within one business day, with a response time of seven calendar days. A resolution time will be developed in coordination with the Commonwealth within the development sprint planning process, and status reported to the Commonwealth monthly. a
<p>Contract Remedies</p>	<p>Up to 2% of the monthly operating fee, as follows:</p> <ul style="list-style-type: none"> • Any one of six not met 1% • Any two of six not met 2%
<p>Expected Reporting & Examples</p>	<p>By the 15th of each month, the vendor is to report on these standards as follows:</p> <ul style="list-style-type: none"> • The previous month’s performance, to include: <ul style="list-style-type: none"> ○ Incident resolution as measured against the performance standard ○ Notification response as measured against the performance standard ○ Incident report for previous month’s critical and high-level incidents to include: <ul style="list-style-type: none"> ▪ Affected area of the solution ▪ Date of report ▪ Date of incident ▪ Reference number

SLA ID#	SUBJECT AREA
	<ul style="list-style-type: none"> ▪ Incident start time ▪ Incident end time ▪ Incident type ▪ Impact severity ▪ Detailed description of the incident ▪ Description of the immediate resolution ▪ Description of the permanent resolution ▪ Responsible party and contact information for the resolution ○ Incident report for previous month’s medium and low priority incidents to include: <ul style="list-style-type: none"> ▪ Affected area of the solution ▪ Date of report ▪ Reference number ▪ Incident start time ▪ Incident end time or schedule for development ▪ Incident type ▪ Impact severity ▪ Detailed description ▪ Description of immediate resolution ▪ Description of permanent resolution ▪ Responsible party and contact information for the resolution
SLA-005	Disaster Recovery and Business Continuity
Definition	<p>The Disaster Recovery and Business Continuity Service Level is defined as the compliance of the vendor to make sure it overcomes serious incidents or disasters and resumes its normal operations within a reasonably short period. The vendor is to provide a Disaster Recovery and Business Continuity Plan (Deliverable 12 in Appendix 1: Deliverables Dictionary) that establishes continuity measures and recovery times from system failures including failover, timelines, and locations. Recovery times should not only address data loss and the time required to restore the database, but should also consider data collection, data staging, and “catch-up” processing times. The Disaster Recovery and Business Continuity Plan should be based on NIST standards and reviewed and tested annually.</p>

SLA ID#	SUBJECT AREA
Expected Performance Standards & Examples	For disaster recovery incidents, restoration of data and services complies with the agreed upon Disaster Recovery and Business Continuity Plan.
Contract Remedies	Up to 5% of the monthly operating fee
Expected Reporting & Examples	By the 15th of each month, the vendor is to report on these standards as follows: <ul style="list-style-type: none"> • The previous month's performance, to include report of any disaster events in accordance with the Disaster Recovery and Business Continuity Plan
SLA-006	Data Quality and Management
Definition	Data Quality and Management Service Level is defined as the overall accuracy, and standards management for all data set(s) as defined in data specifications for interfaces, public health requirements, Medicaid requirements, and data integrity controls and industry standards. The quality of the data provided in the HIE services is validated and reconciled from all data sources against predefined quality control criteria for individual values as defined in D11: Data Management Plan. Identity Management (typically referred to as a Master Person Index or MPI) is included in this SLA as a significant component of Data Quality and Management.
Expected Performance Standards & Examples	<ol style="list-style-type: none"> 1. The HIE data are reconciled 100% to pre-determined data standards during onboarding of a data submitting organization. 2. After initial onboarding and go-live, the interface engine control rules are monitored daily, and automated triggers notify the vendor staff responsible for data quality monitoring to satisfy this SLA. 3. The data submitting organization and the Commonwealth are notified of data quality defects within 1 business day of discovery. 4. MPI: the vendor will work with a MPI solution that delivers data accuracy, prevents information duplication, and optimizes data completeness in downstream services such as a provider portal and reporting services as described in Attachment F: Outcomes Traceability Matrix. 5. Corrections to the data will be managed per SLA-004 as a low priority incident in coordination with the data submitter and reported to the Commonwealth as part of the monthly KPI for this performance standard. 6. Incidents identified as low will be acknowledged within eight hours, with a response time of 7 calendar days. A resolution time will be developed in coordination with the Commonwealth within the development sprint planning process, and status reported to the Commonwealth monthly.
Contract Remedies	Up to 10% of the monthly operating fee, as follows:

SLA ID#	SUBJECT AREA
	<ul style="list-style-type: none"> • Any one of seven not met: 5% • Any two of seven not met: 8% • Any three or more not met: 10%
Expected Reporting & Examples	<p>By the 15th of each month, the vendor is to report on these standards as follows:</p> <ul style="list-style-type: none"> • A monthly data reconciliation report • MPI performance including: <ul style="list-style-type: none"> ○ Number of matches made in error (a match should not have been made) • MPI match rate including: <ul style="list-style-type: none"> ○ Number of positive matches made through the MPI via each type of matching used within the MPI system(s) (deterministic, probabilistic, referential, etc.) ○ Number of new unique records created through the MPI ○ Number of matches confirmed through manual intervention ○ Identified data discrepancies, the time for resolving those discrepancies, and an accounting of any discrepancies not yet resolved. • The time for notifying the data submitting organization and the Commonwealth of identified data quality defects, and an accounting of any instances when notification did not occur within one business day.
SLA-007	Technical Support
Definition	<p>The Technical Support Service Level is defined as the technical support provided by the vendor to authorized HIE participants who report a technical problem and/or require assistance utilizing HIE services to include Portal, Single Sign On, notification systems and HL7 Interfaces. Direct Secure Messaging (DSM) and Managed File Transfer (MFT) services are managed via SLA 004 as low priority incidents or service requests.</p>
Expected Performance Standards & Examples	<ol style="list-style-type: none"> 1. Provide technical support 365 days per year, 24 hours per day, seven days per week via email and toll-free phone number. 2. Answer 90% of support calls within 30 seconds, including use of automated voice response technology, and including online chat interactions. 3. Resolve 90% of support calls within 24 hours.
Contract Remedies	<p>The payment reduction percentage for the performance standards tied to this SLA is not cumulative. There are separate fee penalties for each performance standard missed during the month.</p>

SLA ID#	SUBJECT AREA
	<ul style="list-style-type: none"> 1% of the monthly invoice of the operating fee
Expected Reporting & Examples	<p>By the 15th of each month, the vendor is to report on these standards as follows:</p> <ul style="list-style-type: none"> Provide a report to include the number of cases created, percent resolved within 24 hours, and percent of calls answered within 30 seconds.
SLA-008	Reporting
Definition	<p>The Reporting Service Level is defined as the processes, activities, and deliverables associated with regular reporting from the HIE vendor.</p>
Expected Performance Standards & Examples	<p>The vendor is to work to ensure reporting meets the following performance standards: Report includes all standard topic areas required by PRMP (See: Attachment F: Outcomes Traceability Matrix, for minimum required reporting). The quality and completeness of the monthly report is subject to PRMP's approval.</p> <ol style="list-style-type: none"> Daily Reports Availability Schedule: Should be accessible to users by 8:00 a.m. Atlantic Standard Time (AST) each business day. Weekly Reports Availability Schedule: Should be accessible to users by 8:00 a.m. AST the next business day after the scheduled run. Monthly Reports Availability Schedule: Should be accessible to users by 8:00 a.m. AST the next business day following the end of the month or as agreed to by the Commonwealth and the vendor. Quarterly Reports Availability Schedule: Should be accessible to users by 8:00 a.m. AST the next Commonwealth business day following the end of the quarter or as agreed to by the Commonwealth and the vendor. Annual Reports Availability Schedule: Should be accessible to users by 8:00 a.m. AST the next Commonwealth business day following end of the year (federal fiscal, Commonwealth fiscal, and other annual cycles) or as agreed to by the Commonwealth and the vendor. Federal and Commonwealth Reporting and File Production/Distribution Schedule: Produce and submit all required federal and Commonwealth reports and data files on a schedule defined per regulation and by the Commonwealth and CMS. The vendor will have 5 days to prepare an estimate of level of effort and time required to prepare requested ad-hoc reports.
Contract Remedies	<p>The payment reduction percentage for the performance standards tied to this SLA is not cumulative. There are separate fee penalties for each performance standard missed during a month.</p>

SLA ID#	SUBJECT AREA
	<ul style="list-style-type: none"> • 1% of the monthly invoice of the operating fee
Expected Reporting & Examples	By the 15th of each month, the vendor is to report as follows: <ul style="list-style-type: none"> • Number of reports generated past the time required, and the total time delayed: <ul style="list-style-type: none"> ○ Daily ○ Weekly ○ Monthly ○ Quarterly ○ Annually
SLA-009	Staffing
Definition	The Staffing Service Level is defined as the vendor’s business and technical resources that will be provided to support the HIE services to be provided as defined in this RFP.
Expected Performance Standards & Examples	<ol style="list-style-type: none"> 1. Key staff should be fully in place before initiation of services as detailed in the Implementation Plan. 2. The vendor shall help ensure that key staff are available from 8:00 a.m. – 5:00 p.m. AST every business day of the contract term or as otherwise agreed upon by the Commonwealth and the vendor. 3. The vendor shall maintain appropriate staffing levels coordinated with the Commonwealth to ensure that contract activities are supported. Any variance to this level as articulated in the Staffing Plan will be communicated to the Commonwealth and a strategy to resolve the staffing issue will be provided. 4. The vendor should notify the Commonwealth of any known key staff vacancy within one business day, with every effort made to provide advanced notice of at least 15 days. 5. The vendor should provide a temporary replacement or strategy to resolve a staffing issue required to help ensure that contract activities are supported that is acceptable to the Commonwealth within five business days of the vacancy. 6. Work to ensure a permanent replacement is working on the project within 30 business days of the date a key staff position becomes vacant. This period can be extended depending on the demonstrated level of effort to retain full-time replacement.
Contract Remedies	Up to 5% of the monthly invoice of Maintenance and Operations will be deducted as a penalty fee as follows: <ul style="list-style-type: none"> • Any one of six not met: 1%

SLA ID#	SUBJECT AREA
	<ul style="list-style-type: none"> • Any two of six not met: 2% • Any three of six not met: 3% • Any four of six not met: 4% • Any five or more of six not met: 5%
Expected Reporting & Examples	By the 15th of each month, the vendor is to report on these standards as follows: <ul style="list-style-type: none"> • Total number of project team/staff • Number of key staff • Number of full-time designated staff • Total number of hours worked on project • Planned staffing transitions and associated plans for supporting ongoing operations
SLA-010	Security and Privacy Incident Notification
Definition	The Security and Privacy Incident Notification Service Level is defined as the vendor’s documented response approach/plan for handling any potential threats to data, data breaches, or privacy incidents as well as taking appropriate action when the source of the intrusion or incident at a third party is traced back to the organization. The vendor should notify the Commonwealth of any incidents or breaches.
Expected Performance Standards & Examples	<ol style="list-style-type: none"> 1. Upon discovery, report confirmed incidents to the Commonwealth 2. Information security officer, privacy officer or designee confirms, quantifies, and categorizes suspected incidents within three business days 3. Contain incident as soon as possible 4. Detailed incident report is submitted to the Commonwealth within one business day of confirming incident 5. Develop incident communication plan 6. Briefing with the Commonwealth within five (5) business days of incident confirmation 7. Remediate the issue at hand and complete a full incident report
Contract Remedies	The vendor shall compensate the Commonwealth for any fines and penalties imposed by regulatory entities. The Commonwealth may, at its discretion, withhold operating fee payments until fines and penalties are resolved.

SLA ID#	SUBJECT AREA
Expected Reporting & Examples	By the 15th of each month, the vendor is to report on these standards as follows: <ul style="list-style-type: none"> • Provide incident report for incidents occurring in the previous month, with the following: <ul style="list-style-type: none"> ○ Affected area of the solution ○ Date of report ○ Date of incident ○ Reference number ○ Incident start time ○ Incident end time ○ Incident type ○ Impact severity ○ Detailed description of the incident ○ Description of the immediate resolution ○ Description of the permanent resolution ○ Party responsible for the resolution
SLA-011	Security Breach
Definition	The vendor must establish and maintain systems, processes, and security features to protect beneficiary information from unauthorized access according to PRMP policies and procedures. Breach notifications are addressed in SLA-004 Operations Incident Management. Data breaches are also covered in the Mandatory Requirements related to security in Attachment E. This SLA defines the contract remedies associated with a data breach.
Expected Performance Standards & Examples	HIE data, and especially data related to Medicaid beneficiaries' demographic and personal health information (PHI) must not be breached (accessed without authorization).
Contract Remedies	<ul style="list-style-type: none"> • PRMP shall assess up to \$500 for each beneficiary whose information is accessed without authorization and is attributable to a fault of the vendor, according to PRMP policies and procedures. • PRMP shall assess up to \$10,000 for each day that a security breach attributed to the vendor goes unreported to PRMP after discovery of a security breach.

SLA ID#	SUBJECT AREA
Expected Reporting & Examples	Data Breach notifications are covered in SLA-004 Operations Incident Management.
SLA-012	HIE Service Enhancements
Definition	The HIE Service Enhancements Service Level is defined as the vendor’s documented response approach/plan for handling any enhancements to the HIE services. The vendor should notify the Commonwealth of any HIE Service Enhancements.
Expected Performance Standards & Examples	<ol style="list-style-type: none"> 1. Notify the Commonwealth of planned HIE Service Enhancements including a summary of each enhancement with planned release. 2. Notify the Commonwealth of HIE Service Enhancement testing results in the test environment. 3. Provide advanced (to be determined based on the level of impact to users) notice and release note documentation, user guides, and training materials to HIE participants and the Commonwealth. 4. Notify the Commonwealth of any reported incidents with the HIE service enhancements per SLA 004.
Contract Remedies	1% of the monthly invoice of Maintenance and Operations will be deducted as a penalty fee if any of the performance standards are not met.
Expected Reporting & Examples	N/A
SLA-013	CMS Certification
Definition	CMS certification and/or acceptance of the HIE as a module of PRMP’s Medicaid Enterprise System is critical to support funding at an enhanced level for ongoing operations and maintenance of the HIE. The vendor must participate in the certification/acceptance process by performing certain required actions including an annual third-party security assessment. The vendor must also participate by producing certain specific artifacts and collaborating with PRMP on achievable metrics supporting outcomes that will justify the certification or ongoing acceptance with CMS.
Expected Performance Standards & Examples	<p><u>Standard 1</u>: Provide all required documentation and evidence necessary to support the CMS Certification/acceptance process.</p> <p><u>Standard 2</u>: Maintain the system to the standards required by CMS and ensure that CMS Certification/acceptance is maintained throughout the period of Operations of the system by the vendor. Note</p>

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	that CMS does not specify outcomes for HIEs as they do for most other Medicaid Enterprise components. Certification outcomes for the HIE will be determined by PRMP, with CMS approval.
Contract Remedies	<p><u>Standard 1:</u> If PRMP does not receive all required documentation and evidence necessary to support the CMS Certification/acceptance by the associated due date, PRMP shall assess up to \$1,000 per business day for each day documentation and information is received late.</p> <p><u>Standard 2:</u> PRMP shall assess up to 25% of the operating fee for each month, or portion thereof, during which enhanced Federal Financial Participation (FFP) is withheld as a result of failure by the vendor to maintain the system as required.</p>
Expected Reporting & Examples	<p>By the 5th of each month, the vendor is to report on these standards as follows:</p> <ul style="list-style-type: none"> • Provide a written notification to PRMP of any documentation and/or evidence not completed or available by the due date. • Provide a written notification to PRMP of any maintenance or operational issues jeopardizing the CMS certification of the HIE.
SLA--014	PRMP Queries and Requests
Definition	Maintaining timely communications between PRMP and the vendor is critical to a successful HIE operation and PRMP's responsibilities for management and funding of the Medicaid Enterprise. This SLA documents the basic expected responsiveness to PRMP queries and requests.
Expected Performance Standards & Examples	<ol style="list-style-type: none"> 1. Acknowledge communications (email and voice messages) within four business hours (e.g., messages received in the morning are acknowledged before the end of the business day; messages received in the afternoon are acknowledged before the start of the next business day). 2. Acknowledgement includes an understanding of the query or request. 3. Acknowledgement includes a time commitment for a full response to the query or request. PRMP will engage to finalize a response commitment if the initial time commitment is vague or unacceptably extended in time. 4. Responses satisfying the queries or requests are received by PRMP at or before the accepted time commitment.
Contract Remedies	1% of the monthly invoice of operations costs will be deducted as a penalty fee if any of the performance standards are not met. Timestamps of emails and voicemails will be used to determine compliance.

SLA ID#	SUBJECT AREA
Expected Reporting & Examples	Formal tracking of communications and responses is not required. Communications and responsiveness will be a standing topic in monthly status meetings between PRMP and the vendor
SLA-015	Meeting Agendas
Definition	The vendor will prepare agendas. Meeting agendas will include the required information as detailed in this RFP's Deliverables Dictionary.
Expected Performance Standards & Examples	Meeting agendas and any documents to be addressed at the meeting must be distributed at least one (1) Business Days before the meeting, unless waived by PRMP.
Contract Remedies	Up to 1% of monthly operating costs, as assessed by PRMP
Expected Reporting & Examples	N/A
SLA-016	Meeting Minutes
Definition	The vendor will publish meeting minutes. Meeting minutes will include the required information as detailed in this RFP's Deliverables Dictionary.
Expected Performance Standards & Examples	The vendor will publish meeting minutes it attends no later than two (2) Business Days after the meeting, unless waived by PRMP.
Contract Remedies	Up to 1% of monthly operating costs, as assessed by PRMP
Expected Reporting & Examples	N/A
SLA-017	Change Request Tracking and Responses
Definition	Change requests are anticipated as inevitable for the HIE services. The contract will establish a change request procedure. This SLA addresses the ongoing need to track and monitor change requests over the duration of the contract and to establish expectations for responding to change requests.
Expected Performance Standards & Examples	<u>Standard 1 Tracking:</u> The vendor must provide an online database or shared spreadsheet of Change Requests and resulting Change Orders to include the entire history that is searchable by date, status, priority, title, and

SLA ID#	SUBJECT AREA
	<p>description. This database must be updated within the next business day of receipt of a Change Request, creation of a Change Order, or change in status of an existing Change Request or Change Order</p> <p><u>Standard 2 Request Responses:</u> Comprehensive and accurate responses from the vendor to all Change Requests – including the proposed solution, cost, and time frames – must be delivered to PRMP within fifteen (15) business days of receipt of a PRMP Change Request.</p>
Contract Remedies	<ul style="list-style-type: none"> • <u>Standard 1 Tracking:</u> <ul style="list-style-type: none"> ○ PRMP shall assess up to \$200 per business day for each day the database and search capability is not fully available. ○ PRMP shall assess up to \$100 per business day per Change Request or Change Order for each data a Change Request or Change Order is late in being updated in the database • <u>Standard 2 Request Responses:</u> <ul style="list-style-type: none"> ○ PRMP shall assess up to \$100 per business day for each day an acceptable Change Request response is not timely received. ○ If a Change Request response is received on time but the information reported is inaccurate or incomplete, PRMP shall assess up to \$100 per business day until an acceptable response is received. • <u>Request response is not timely received.</u> <ul style="list-style-type: none"> ○ If a Change Request response is received on time but the information reported is inaccurate or incomplete, PRMP shall assess up to \$100 per business day until an acceptable response is received.
Expected Reporting & Examples	<p>The required database and responses provide an appropriate level of reporting for this SLA. Change Requests and Change Orders will be reviewed in monthly status meetings.</p>
SLA-018	HIE Turnover
Definition	<p>In the event that the vendor or PRMP terminates the contract, or the contract expires, and by a date in advance of such termination to be specified in the contract, the vendor must provide documentation sufficient for PRMP to engage another vendor or otherwise continue operations of the HIE.</p>
Expected Performance Standards & Examples	<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 and solution, including utility services

SLA ID#	SUBJECT AREA
	<ul style="list-style-type: none"> • A list of services provided by subcontractors in connection with the performance of the service and solution, including the names and contact information for the subcontractors • Lists of all facilities, hospitals, medical practices, providers, laboratories and any other entities connected to the HIE, including contact information and administrative details related to operations and data quality as well as any participant agreements and fees that may be in place • Licenses for software utilized in the operation of the HIE • All updated computer software programs, data and reference tables, scripts, and other documentation and records required by PRMP or its designee to operate the system • Source code • Other documentation as defined by PRMP
Contract Remedies	PRMP shall assess up to \$3,500 for each business day beyond the seven (7) business days that all required materials are not delivered by the vendor.
Expected Reporting & Examples	The contract will specify termination notification requirements. There are no additional reporting requirements associated with this SLA.

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas

Appendix 3: Key Staff Qualifications, Experience, and Responsibilities

The tables below detail the roles of vendor-specific key staff necessary for the successful execution of the services detailed in this RFP. The vendor’s staff will be expected to participate in project-related activities at various times throughout the contract phases.

These terms and requirements apply to all key staff included in the vendor’s responses as well as any proposed key staff replacements after the award of the contract.

Table 23: Vendor Key Staff Allocation by Project Phase below highlights minimum required allocations and on-site presence for key staff, by project phase. Cells marked “100%” indicate that key staff must be 100% allocated to the project. Cells marked “<100%” indicate that key staff may be less than 100% allocated to the project but still must be available to PRMP to fulfill their obligations under this RFP and resulting contract. All key staff are expected to be available and on-site at least 25% of the time during the applicable project phases.

Table 23: Vendor Key Staff Allocation by Project Phase

Project Role	Project Initiation and Planning	Project Implementation, Testing, & Operational Readiness	Solution Deployment	Ongoing Operations
Executive Director	100%	100%	100%	<100%
Technical Lead	100%	100%	100%	100%
Operations Lead	100%	100%	100%	100%
Operations Manager	<100%	100%	100%	<100%
Customer Success Lead	<100%	<100%	100%	100%
Integration Engineer	100%	100%	100%	<100%
Developer	100%	100%	100%	<100%
Network and Information Systems Lead	<100%	<100%	<100%	<100%
Data Analyst/Informaticist	<100%	100%	100%	100%
Security Expert(s)/Assigned CISO	<100%	<100%	<100%	<100%

Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Table 24: Vendor Key Staff Roles and Responsibilities below provides the minimum qualifications, experience, and primary responsibilities required for each role. The responsibilities presented are high-level and not to be interpreted as all-inclusive. The vendor may propose additional staff roles to complement the key roles identified. PRMP will consider alternative arrangements if the time staff are present and devoted is sufficient to meet the responsibilities and performance expectations set forth in this RFP.

In instances where the vendor proposes alternative staffing arrangements, include a description detailing why, as well as the approach toward helping to ensure the vendor will meet the responsibilities and performance expectations outlined in this RFP.

Table 24: Vendor Key Staff Roles and Responsibilities

Role	Minimum Qualifications	Responsibilities
Executive Director	<ul style="list-style-type: none"> • A minimum of eight (8) years of demonstrative experience in project management for a HIE with operations like those specified in this RFP. • A minimum of three (3) years of demonstrated experience in project management for implementation of information systems • A minimum of a bachelor’s degree or a minimum of four (4) years of related experience • Knowledge of project management standards and best practices, including PMBOK® Guide 	<p>The Executive Director is expected to be a key staff position throughout the entire contract term. This position is responsible for the overall delivery of the project. This individual serves as a liaison with PRMP during all phases of the contract.</p> <p>Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Acting as the accountable party for all PRHIE project deliverables. • Attending in person, upon PRMP request, meetings with users, interested parties, and the PRHIE Advisory Council and associations as appropriate to the position. • Establishing and maintaining a positive client relationship and providing timely and informed responses to implementation, operational, and administrative inquiries that arise. • Meeting with PRMP staff or such other person as designated by PRMP regularly to provide oral and written status reports and other information as required.
Technical Lead	<ul style="list-style-type: none"> • Bachelor’s or master’s degree in computer science, Health Informatics, or a related field. • 7-10+ years of experience in healthcare IT, system integration, or HIE environments. 	<p>The Technical Lead / Manager for the HIE oversees the technical strategy, development, and operations of the HIE’s infrastructure. This role ensures the secure, scalable, and reliable exchange of health data between hospitals, providers, public health agencies, and Medicaid. The Technical Lead provides leadership, technical direction, and hands-on support</p>

	<ul style="list-style-type: none"> • 3-5+ years in a technical leadership or managerial role, leading IT teams and projects. • Experience working with EHR/EMR systems, public health registries, and Medicaid IT systems. • Expertise in healthcare data exchange protocols (HL7 v2/v3, FHIR, X12, CCD, CDA). • Strong experience with API development, web services (REST, SOAP), and middleware solutions. • Proficiency in database management (SQL, PostgreSQL, MongoDB, Oracle). • Experience with cloud computing (AWS, Azure, GCP) and DevOps practices. • Strong understanding of networking, firewalls, VPNs, and security best practices. 	<p>to development, integration, and infrastructure teams, while ensuring compliance with industry standards and regulations. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Develop and execute the technical roadmap to enhance HIE services and interoperability. • Lead the architecture, design, and implementation of new solutions and integrations. • Ensure high availability, resilience, and disaster recovery for the HIE platform. • Supervise the development of APIs, HL7/FHIR-based data exchange, and cloud infrastructure. • Guide teams in building new use cases for healthcare data exchange and analytics. • Ensure compliance with HL7 v2, FHIR, CDA, X12, Direct Messaging, and other interoperability standards. • Support data integration and connectivity with hospitals, clinics, public health registries, and Medicaid agencies. • Oversee network, servers, cloud platforms (AWS, Azure, GCP), and data repositories.
<p>Operations Lead</p>	<ul style="list-style-type: none"> • Bachelor's or master's degree in health informatics, Public Health, Business Administration, or a related field. • 5-7+ years of experience in healthcare operations, HIE management, or health IT environments. • Experience working with EHRs, public health systems, Medicaid data exchange, and interoperability initiatives. • Prior experience in managing teams, projects, and stakeholder relationships. • Knowledge of HIPAA, TEFCA, ONC regulations, and CMS interoperability mandates. 	<p>The Operations Lead / Manager for the PRHIE is responsible for overseeing the day-to-day operations, participant engagement, compliance, and performance of the PRHIE. This role ensures efficient workflows, system reliability, and successful data exchange between healthcare entities, including hospitals, clinics, public health agencies, and Medicaid programs. The Operations Lead collaborates with technical and support teams to optimize HIE services and drive continuous improvement. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Oversee daily operations of the PRHIE, ensuring uptime, performance, and seamless data exchange. • Manage participant onboarding, training, and engagement to support adoption and usage.

	<ul style="list-style-type: none"> • Strong experience with reporting, data analytics, and KPI tracking. 	<ul style="list-style-type: none"> • Coordinate technical teams to troubleshoot system issues and implement solutions. • Monitor and improve data quality, integrity, and compliance within the PRHIE. • Develop and track KPIs and operational metrics to evaluate PRHIE performance. • Ensure adherence to HIPAA, TEFCA, ONC, CMS, and state health data regulations. • Support the expansion of PRHIE services, including new use cases and data-sharing initiatives.
<p>Customer Success Lead</p>	<ul style="list-style-type: none"> • Bachelor’s degree in health informatics, IT, Business Administration, or a related field. • 3-5+ years of experience in customer success, technical support, or account management in a healthcare IT or HIE environment. • Experience working with healthcare providers, EHR systems, and interoperability solutions. • Familiarity with healthcare interoperability standards (HL7, FHIR, CCD, CDA). • Experience with EHR/EMR systems (Epic, Cerner, Meditech, eClinicalWorks, etc.). • Understanding of APIs, web services, and data integration concepts. • Strong troubleshooting skills and ability to guide users through technical processes. • Knowledge of compliance frameworks, including HIPAA and state data exchange regulations. 	<p>The Customer Success Lead for the PRHIE is responsible for ensuring high-quality technical support, onboarding, and relationship management for HIE participants, including hospitals, clinics, providers, and public health agencies. This role bridges technical assistance and customer success, helping participants integrate and optimize their data exchange experience while maintaining a strong partnership.</p> <p>Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Serve as the primary point of contact for HIE participants regarding technical support, troubleshooting, and issue resolution. • Provide Tier 1 and Tier 2 support for connectivity, data exchange, and interoperability issues. • Track, document, and escalate complex technical issues to engineering teams as needed. • Assist users in understanding and utilizing HIE features, ensuring optimal use of services. • Guide new participants through the onboarding process, ensuring smooth implementation and integration with the HIE. • Collaborate with IT and integration teams to configure and test connections for new participants. • Manage data quality remediation activities.

		<ul style="list-style-type: none"> Develop and conduct training sessions, webinars, and documentation to educate users on HIE capabilities. Develop user guides, FAQs, and best practices to improve the overall customer experience.
<p>Integration Engineer</p>	<ul style="list-style-type: none"> Bachelor’s degree in computer science, Health Informatics, Information Systems, or a related field. 3-5+ years of experience in healthcare IT, system integration, or HIE-related projects. Experience working with EHR/EMR systems (e.g., Epic, Cerner, Meditech, Allscripts). Strong knowledge of healthcare interoperability standards (HL7 v2/v3, FHIR, CDA, CCD). Proficiency in APIs, web services (REST, SOAP), and secure data transmission methods (SFTP, VPN, TLS). 	<p>The Integration Engineer for the PRHIE is responsible for designing, developing, implementing, and maintaining data exchange connections between hospitals, provider EHRs, public health data registries, and other healthcare entities. This role ensures interoperability and compliance with healthcare data standards while troubleshooting and optimizing integration workflows. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> Integration and implementation including a variety of interfaces to the HIE; employing data exchange standards (HL7, FHIR, CCD); data mapping, transformation, and validation; and API development for real-time and batch exchanges. Monitor data flows, troubleshoot integration issues, and resolve technical problems. Work closely with healthcare providers, public health agencies, and IT teams to understand integration needs and requirements. Provide technical guidance on interoperability and data exchange best practices.
<p>Developer</p>	<ul style="list-style-type: none"> Bachelor’s or master’s degree in computer science, Software Engineering, Health Informatics, or a related field. 3-7+ years of experience in software development, preferably in health IT, HIEs, or EHR/EMR systems. Experience with healthcare data exchange, interoperability, and secure messaging protocols. Strong knowledge of HL7 v2, FHIR, CDA, CCD, and X12 EDI transactions. 	<p>A PRHIE Developer collaborates with integration engineers, data analysts, network administrators, and external stakeholders to develop secure, efficient, and scalable solutions for healthcare data exchange. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> Design, develop, and implement new use cases to extend PRHIE capabilities. Develop and maintain APIs (REST, FHIR, SOAP) and web services for healthcare data exchange.

	<ul style="list-style-type: none"> • Cloud computing knowledge: AWS, Azure, GCP. 	<ul style="list-style-type: none"> • Build secure data pipelines for interoperability with EHRs, public health registries, and Medicaid systems. • Write custom scripts and automation for data processing and transformation. • Optimize performance, scalability, and security of existing HIE applications and infrastructure. • Extract, clean, and analyze healthcare data from the HIE's clinical data repository.
<p>Network and Information Systems Lead</p>	<ul style="list-style-type: none"> • Bachelor's or Master's degree in Information Technology, Computer Science, or a related field. • 5-7+ years of experience in network/system administration, cybersecurity, or health IT infrastructure. • Experience in healthcare IT, HIEs, hospitals, or public health IT systems. • Expertise in networking (TCP/IP, VLANs, VPNs, firewalls, load balancers). • Cloud computing knowledge: AWS, Azure, GCP. 	<p>The Network and Information Systems Lead is responsible for the design, implementation, security, and maintenance of the HIE's network infrastructure, servers, databases, and cloud environments. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Oversee network architecture, infrastructure, and security to ensure high performance and reliability. • Manage servers, databases, cloud environments, and virtualization platforms supporting the HIE. • Implement and maintain firewalls, VPNs, and security controls to protect data exchange operations. • Monitor system performance, uptime, and capacity, proactively addressing issues. • Maintain disaster recovery (DR) and business continuity plans (BCP). • Maintain secure connectivity and integration with hospitals, clinics, public health registries, and Medicaid systems. • Troubleshoot interface and connectivity issues, ensuring real-time and batch data exchange reliability.
<p>Data Analyst/ Informaticist</p>	<ul style="list-style-type: none"> • Bachelor's or master's degree in health informatics, Data Science, Public Health, Statistics, or a related field. • 3-5+ years of experience in healthcare data analytics, informatics, or a related role. 	<p>The Data Analyst/Informaticist plays a key role in managing, analyzing, and interpreting healthcare data within the PRHIE environment. This role involves working with the clinical data repository, supporting public health data exchange, and interacting with hospitals, clinics, and a Medicaid Agency. The analyst ensures data quality, facilitates interoperability, and</p>

	<ul style="list-style-type: none"> • Experience working in an HIE, Medicaid agency, hospital, public health organization, or health IT vendor. • Proficiency in SQL, Python, R, or other data analysis tools. • Experience with BI/visualization tools (Tableau, Power BI, Looker, Qlik). • Understanding of HL7, FHIR, CDA, and CCD standards for healthcare data exchange. • Experience working with EHR/EMR systems and healthcare integration platforms. • Knowledge of ICD-10, CPT, LOINC, SNOMED, and other healthcare terminologies. • Ability to translate complex data findings into actionable insights 	<p>generates insights to support healthcare decision-making, compliance, and reporting. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Extract, clean, and analyze healthcare data from the HIE's clinical data repository. • Support users in leveraging PRHIE tools and data to develop actionable insights. • Monitor and improve data quality, ensuring accuracy, completeness, and consistency. • Identify patterns and trends in clinical and claims data to support population health initiatives. • Ensure data mappings align with HL7, FHIR, CDA, CCD, and other healthcare interoperability standards. • Work with EHR systems to troubleshoot data exchange issues. • Support integration and validation of data for public health registries (immunizations, syndromic surveillance, lab reporting). • Assist with Medicaid data exchange by working with the Medicaid agency to elevate data issues and mitigation strategies.
<p>Security Experts /Assigned CISO</p>	<ul style="list-style-type: none"> • Minimum of five (5) years of IT security work experience including infrastructure/network and multi-platform environments with a similar scope to the services that PRMP has requested • Experience should demonstrate familiarity with technical and risk assessment techniques, tools, and practices, and experience working with federal security and privacy requirements • Certified Information System Security Professional (CISSP) or Certified Information System Auditor (CISA) Certification 	<ul style="list-style-type: none"> • The Security Expert/CISO is expected to be a key staff position throughout the entire contract term. • The Security Expert/CISO is responsible for ensuring that the architecture of the system supports PRMP's security needs, and that security is a primary focus during system DDI and subsequent M&O. Responsibilities include, but are not limited to: <ul style="list-style-type: none"> ○ Integrating with the rest of the vendor management team to ensure that any concerns or incidents related to security that emerge during implementation or operations are conveyed to PRMP in a timely manner



	<ul style="list-style-type: none">• Familiarity with regulatory requirements related to security and privacy of health information, including HIPAA and 42 CFR Part 2	<ul style="list-style-type: none">○ asking the lead in developing systems to correct any identified issues○ Serving as the vendor's single point of contact for supporting security audits
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Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas.

Appendix 4A: Proforma Contract Draft

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

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

PROFESSIONAL SERVICES CONTRACT

2025-PRMP-MES-HIE-001

APPEARING

FOR THE FIRST PARTY: PUERTO RICO DEPARTMENT OF HEALTH, herein represented by the Secretary of Health, VICTOR M. RAMOS OTERO, MD, MBA, of legal age, married, a medical doctor and resident of San Juan, Puerto Rico, or by the Undersecretary of Health, FELIX 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, married / single, 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, PRMP published on March 25, 2025, a request for 2025-PRMP-MES-PRHIE-001 that was adjudicated on TBD _____ 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

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.

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.

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	U.S. 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.

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:

- Supplier's name and address,
- Date and invoice number,
- Contract number,
- Dates or periods in which the service was rendered,
- Nature and description of the matter attended, or service rendered,
- 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.

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.

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.

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.

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.

NEGLIGENCE OR ABANDONMENT

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

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.

INTELLECTUAL PROPERTY:

Intellectual Property Rights, Ownership, Payment, Use, and Purpose

The FIRST PARTY shall be considered the exclusive owner of all the intellectual property, including but not limited to data, documents, information or project materials, that already exists or have been created, developed or collected specifically by the FIRST PARTY and is provided to and used by the SECOND PARTY to fulfill its duties and obligations under this agreement.

The SECOND PARTY shall be considered the exclusive owner of all the intellectual property, including but not limited to existing works, code, tools, assets or documents, that already exists which constitute original works of authorship fixed in any tangible medium of expression, previously created and developed specifically by the SECOND PARTY and are delivered to the FIRST PARTY but not created or developed under this agreement.

BOTH PARTIES agree that any data, documents, information, project materials, reports or work-related products 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, shall always be considered 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 agreement, nor it would be in any obligation to the SECOND PARTY as a result of any intellectual property 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 information, materials, and products the official use it deems necessary. The SECOND PARTY may not use data, information, project materials, reports or work-related products resulting from services rendered under this agreement for any other purposes other than the ones stated in this agreement or expressly authorized by the FIRST PARTY.

Ownership of Enhancements and Modifications

BOTH PARTIES agree that any enhancements or modifications made to project materials of exclusive ownership of the FIRST PARTY during the performance of services by the SECOND PARTY for the FIRST PARTY under this agreement, the FIRST PARTY shall be considered the exclusive owner of such intellectual property.

BOTH PARTIES agree that any enhancements or modifications made to existing works of exclusive ownership of the SECOND PARTY during the performance of services for the FIRST PARTY under this agreement, the SECOND PARTY shall be considered the exclusive owner of such intellectual property.

Ownership, Use, Protection, and Access to Information

BOTH PARTIES agree that the data and information collected by the SECOND PARTY, if any, concerning the services rendered, including information provided by any user for processing or custody of information, shall be the sole and exclusive property of the FIRST PARTY. It is further expressly agreed upon by BOTH PARTIES 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 subject to this agreement and produce the same or give access to the FIRST PARTY at its request during the same period of validity of this agreement.

Work Made for Hire

All deliverables, designs, drawings, notes, specifications, software, electronically or magnetically recorded material and other work-related products in whatever form not created, developed or licensed by the SECOND PARTY prior to the execution of this agreement, but specifically paid for, federally-funded, and first created or developed under this agreement, shall be considered “work made for hire”, (meaning work prepared by an employee or entity within the scope of his employment or contract or work specially ordered or commissioned whose ownership belongs to a third party rather than the creator) [See Copyright Act, 17 U.S.C. § 101 (1976)], and the SECOND PARTY shall transfer and assign any ownership claim to the FIRST PARTY and all such materials will constitute intellectual property of the FIRST PARTY. Thus, the FIRST PARTY would have the exclusive right to display, execute, publish, perform, reproduce, prepare derivatives, and otherwise use such copyrighted materials.

Derivative Works

All work-related products in whatever form created and developed by the SECOND PARTY during to the execution of this agreement but derived from data, documents, information, project materials or any other materials of exclusive ownership of the FIRST PARTY, shall be considered “derivative work”, (meaning work based upon one or more preexisting works and has protection under the copyright of the original work) [See Copyright Act, 17 U.S.C. § 101 (1976)], and all such products will constitute intellectual property of the FIRST PARTY. Thus, the FIRST PARTY would have the exclusive right to display, execute, publish, perform, reproduce, prepare derivatives of derivatives, and otherwise use such copyrighted materials.

Liability, Access, and Provider Enrollment Portal (PEP)

During the performance of this agreement, the SECOND PARTY shall be responsible for any loss of or damage to materials developed for the FIRST PARTY and used to develop or assist in the services provided while the materials are in possession of the SECOND PARTY. The SECOND PARTY shall provide the FIRST PARTY full, immediate, and unrestricted access to the materials during the term of this agreement. Enhancements or modifications to the Provider Enrollment Portal (PEP) for the FIRST PARTY will be transferred in accordance with software and ownership rights (See 42 CFR § 495.360), except for any third party or SECOND PARTY proprietary software. With respect to any third party or SECOND PARTY proprietary software accompanying or embedded in the Provider Enrollment Portal (PEP), SECOND PARTY grants to the FIRST PARTY a royalty-free, and non-exclusive license to use such third party or SECOND PARTY proprietary software during the term of this agreement as necessary for FIRST PARTY internal purposes.

Proprietary and Confidential Nature of Information

The SECOND PARTY acknowledges the proprietary and confidential nature of the internal, non-public information systems, and the financial and business information owned by the FIRST PARTY, by the Commonwealth of Puerto Rico, and by any of its administrative agencies, corporations, and municipalities. The SECOND PARTY and its employees shall keep confidential all such information and shall not make public or disclose any of that information without the previous written consent of the FIRST PARTY. The SECOND PARTY will ensure that any authorized subcontractor, expert or personnel is subject to this confidentiality obligation.

The SECOND PARTY will furnish the FIRST PARTY with reports, analysis or other materials it may reasonably request, which shall be the sole property of the FIRST PARTY. The FIRST PARTY acknowledges that the SECOND PARTY may develop for itself, or for others, problem solving approaches, frameworks or other tools and processes while performing services under this agreement and any additional services provided hereunder, and nothing contained herein precludes the SECOND PARTY from developing or disclosing such materials and information provided that the same does not include, contain or reflect confidential information of the FIRST PARTY. All such problem solving approaches, frameworks or other tools and processes and any additional services shall be the exclusive property of the SECOND PARTY upon creation and development and no intellectual property rights shall be granted to the FIRST PARTY or any third party.

Theft and Misuse of Governmental Information

The misappropriation, theft, improper use or disclosure of certain categories of information, such as classified documents or confidential information, is illegal and doing so may result in criminal charges. Such conduct can be prosecuted as a crime under the general theft of government property statute 18 U.S.C. § 641 and Penal Code of the Commonwealth of Puerto Rico 33 L.P.R.A. § 5233-5242.

Intellectual Property Rights, Titles, and Licensing

Nothing contained in this agreement will grant to or create in the SECOND PARTY, either expressly or impliedly, any right, title, interest or license in or to the intellectual property of the FIRST PARTY, unless otherwise established and agreed upon by both parties.

Copyright Infringement and Related Lawsuits

If any third party asserts a claim against the FIRST PARTY alleging that any of the services provided infringe the intellectual property rights of such party, the SECOND PARTY shall either revise such services so as not to infringe or obtain the required intellectual property rights, in either case, at no additional expense to the FIRST PARTY. The SECOND PARTY shall indemnify and hold unaccountable the FIRST PARTY against any such claim of infringement or lawsuit.

Return and Destruction of Information

Upon termination of the agreement, the SECOND PARTY shall proceed to turn in first and then destroy the data and information collected from the FIRST PARTY and its users using the methods and instructions to be provided by the Office of Informatics and Technological Advances of the FIRST PARTY. To this purpose, the FIRST PARTY may at any time request the return and destruction of all data and information from the SECOND PARTY. Upon the request of the FIRST PARTY, or in the event that the SECOND PARTY ceases to require use of such information, or upon the expiration or termination of this agreement, the SECOND PARTY will:

- A. return all information to the FIRST PARTY;
- B. within the period of three (3) months upon termination of the agreement, provide a third party audit report and certificate to the FIRST PARTY to the effect that the SECOND PARTY has turned in all information to the FIRST PARTY, including any backups or copies, and destroyed all information remaining in its possession.

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.

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:

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.

The negligent performance by the SECOND PARTY of its responsibilities, or the abandonment of such responsibilities.

The non-compliance by the SECOND PARTY of the regulations and procedures established by the FIRST PARTY.

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.

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.

If the SECOND PARTY is accused, administratively or criminally, or convicted, of the fraudulent acquisition of any required credentials, when applicable.

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.

Cancellation or modification of any required insurance policy of the SECOND PARTY.

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”) 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.

The non-compliance with any clause of this Agreement shall be sufficient grounds for immediate termination of the Agreement.

The insufficiency of funds shall be just cause for the immediate termination of this agreement or modification of its COMPENSATION CLAUSE.

The Governor’s Chief of Staff will have the power to terminate this Agreement at any moment during its term.

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).

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:

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

- Within seven (7) calendar days deliver copies of all subcontracts and all third party contracts executed in connection with the performance of the Services.
- Within seven (7) calendar days, provide the list of services provided by subcontractors in connection with the performance of the Service including the names of the subcontractors.
- Place no further orders or subcontracts for Services, except as may be necessary for completion of such a portion of the work under the Contract that is not terminated as specified in writing by the FIRST PARTY.
- Assign, to the extent applicable or as the FIRST PARTY may require, all subcontracts and all third party contracts executed in connection with the performance of the Services to the FIRST PARTY and/or a successor provider. Should any subcontractor or third party require an assignment fee, the FIRST PARTY agrees to pay such fee to the subcontractor or third party.
- Perform, as the FIRST PARTY may require, such knowledge transfer and other services as are required to allow the Services to continue without interruption or adverse effect and to facilitate orderly migration and transfer of the services to the successor.
- Promptly supply all materials necessary for continued operation of the System, including:
 - Computer programs
 - Data files
 - User and operations manuals
 - System and program documentation
 - Training programs related to the operation and maintenance of the System [42 CFR 434.10 (b) & SMM 2082.2]

Take such action as may be necessary, or as the FIRST PARTY may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the SECOND PARTY and in which the FIRST PARTY has or may acquire an interest, and to transfer that property to the FIRST PARTY or a successor.

Cooperate with the successor SECOND PARTY, other contractors, and the FIRST PARTY in the planning and transfer of 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 Transition Results Report that documents completion and results of each step of the Transition and Closeout Management Plan.

Transition and Closeout Management Plan

Prepare, or update, and submit to the FIRST PARTY the Transition and Closeout Management Plan two (2) months preceding contract termination or upon request. The Transition and Closeout Management Plan shall be based on all facets of a smooth Transition occurring within six (6) months prior to contract expiration, including but not limited to:

- Transition Approach
- Staffing
- Tasks
- Schedule; and Operational documentation and work artifacts

The Transition and Closeout Management Plan will include:

- Key staff and their responsibilities during transition activities;
- Knowledge transfer activities to FIRST PARTY or a designated agent.
- Detailed description of the transition process to facilitate the smooth transition of operations within timelines.
- Transition/Closeout WBS; including dependencies on FIRST PARTY and other vendors.
- Transfer of assets (i.e., software, licenses, subscriptions, branding, hardware, furniture, lockboxes, etc.) and security responsibilities.
- Dependencies on resources (e.g., vendor staff, other vendors, technology, licenses, contracts, etc.) necessary to complete the transition activities.
- Operational communication associated with risk management and operational status reporting during the transition.
- Transition or closure of active correspondence; as applicable.
- Job shadowing and training activities necessary for the transition.
- Certificates of destruction of operational assets and data, as necessary.
- 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.
- Transfer of Work Product, as applicable.
- Transition or closure of active correspondence.
- Delivery of the Closeout Report.

The SECOND PARTY will at a minimum update the Transition 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 Transition of Knowledge and Transition of Duties within the last six (6) months prior to contract expiration.

Transition Deliverables:

- Transition and Closeout Management Plan
- Statement of Resources
- Module and System software, files, including but not limited to business design, technical design, testing and other operations documentation.
- Transition Results Report

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 Scope of Work (SOW) to the FIRST PARTY as follows:

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.

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.

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 not more than two (2) years have passed from the termination of their functions.

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

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.

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.

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:

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.

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.

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.

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 Risk liability 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, Apartado 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.

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.

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.

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.

CONFLICT OF INTERESTS

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

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

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

In the matter of contracts with societies and companies, the fact that one of its managers, associates or employees incurs in the conduct described here will constitute an infringement of

the ethical clause. The SECOND PARTY will avoid even the impression that a conflict of interest exists.

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

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.

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.

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.

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”.

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

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.

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.

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:

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

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).

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).

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.

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.

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

- 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.
- 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.
- Maintain a registry of shared PHI, with access to the FIRST PARTY, as required by 45 C.F.R. §164.528.
- Immediately inform the FIRST PARTY of any unauthorized use or disclosure as soon as it has knowledge.
- 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.
- Incorporate any amendment to the individual information that is transmitted by the FIRST PARTY.
- 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.

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

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:

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.

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.

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:

- Cell phones
- 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
- Flash drives
- Portable discs
- Any other method of information exchange that is not authorized by the FIRST PARTY

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.

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.

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.

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.

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.

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.

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.

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.

SUBCONTRACTING

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

Any subcontracting the SECOND PARTY deem necessary to engage, not included on the allowed types of subcontracting, shall require FIRST PARTY'S written authorization. Every subcontract

shall be subject to all special conditions established on this contract and to any additional condition the FIRST PARTY deems necessary for its approval, and to all law and regulations (state and federal) applicable to the contract originated and subscribed by the FIRST PARTY and the SECOND PARTY.

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.

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 DUNS number. In addition, the SECOND PARTY must be registered and have an active account in the 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 FFATA.

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.

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.

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.

CERTIFICATION OF COMPLIANCE WITH THE POLICIES ESTABLISHED BY THE 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.

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.

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.

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

(Social Security Number)

VICTOR M. RAMOS OTERO, MD, MBA - Secretary of Health

Undersecretary of Health

Secretary of Administration

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

Appendix 4B: Business Associate Agreement

In the event of any conflict among the terms of the Agreement (excluding Proforma Contract), Appendix 4B Business Associate Agreement and the terms and conditions of the Proforma Contract Appendix 4A, the terms and conditions that are more protective of the PHI shall govern to the extent of that conflict.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between the Puerto Rico Department of Health, with offices at Departamento de Salud, 1575 Avenida Ponce de León, Carr. 838, Km. 6.3, Bo. Monacillos, San Juan, Puerto Rico 00926 (“Covered Entity”), and _____ (“Business Associate”), with offices at _____ (individually a “Party” and collectively the “Parties”), is applicable when referenced in or attached to a Professional Services Contract for Business Consultant Services for the Puerto Rico Medicaid Program for the Provision of Services (“Transaction Document”), and is effective on the last signature date below (“Effective Date”).

RECITALS:

WHEREAS, the Covered Entity is subject to the federal Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d – 1320d-8 (“HIPAA”), as amended from time to time, and is required to safeguard individually identifiable health information that the Covered Entity creates, receives, maintains, or transmits (hereinafter “Protected Health Information” or “PHI”) in accordance with the requirements HIPAA establishes and also the requirements set forth in the Health Information Technology for Economic and Clinical Health (“HITECH”) Act and their respective implementing regulations;

WHEREAS Covered Entity desires to disclose PHI to Business Associate and/or allow others to disclose PHI to Business Associate, on Covered Entity’s behalf, to perform functions or activities on behalf of, and/or provide services as described in the Transaction Document to Covered Entity; and 164

WHEREAS Covered Entity and Business Associate understand that they must enter into this Agreement so that PHI may be disclosed to Business Associate and to allow Business Associate to perform functions or activities on behalf of, and/or provide services as described in the Transaction Document to Covered Entity that requires the use or disclosure of PHI.

NOW, THEREFORE, in consideration of the Parties’ continuing obligation to each other and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Definitions

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in

the federal Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 subpart A and 164 subparts A and E (the “Privacy Rule”); the federal Security Standards for the Protection of Electronic Protected Health Information, 45 CFR Parts 160 subpart A and 164 subparts A and C (the “Security Rule”); and the Notification in the Case of Breach of Unsecured Protected Health Information, 45 CFR Part 164 subpart D (the “Breach Notification Rule”) (collectively the “HIPAA Rules”).

Breach. “Breach” shall have the same meaning as the term “Breach” as defined in 45 CFR 164.402.

Business Associate. “Business Associate” shall have the same meaning as the term “Business Associate” in 45 CFR 160.103 and, as used in this Agreement, refers to Business Associate in its capacity as an entity that creates, receives, maintains, or transmits Protected Health Information in providing services to a Covered Entity.

Covered Entity. “Covered Entity” shall have the same meaning as the term “Covered Entity” in 45 CFR 160.103 and, as used in this Agreement, refers to the Covered Entity identified above.

Individual. “Individual” shall have the same meaning as the term “Individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as the term “Protected Health Information” in 45 CFR 160.103 and shall refer to PHI obtained from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, including any PHI that is created, received, maintained, or transmitted in an electronic form (“Electronic PHI”).

Required By Law. “Required By Law” shall have the same meaning as the term “Required By Law” in 45 CFR 164.103.

Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.

Security Incident. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system” as defined at 45 CFR 164.304.

Unsecured Protected Health Information. “Unsecured Protected Health Information” or “Unsecured PHI” shall mean Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Pub. L. 111-5, as defined at 45 CFR § 164.402.

Obligations and Activities of Business Associate

Uses and Disclosures of PHI. With respect to each use and disclosure of PHI Business Associate makes pursuant to this Agreement, or otherwise, Business Associate agrees as follows:

Business Associate agrees not to use or disclose PHI other than as permitted or required by this Agreement or as Required By Law. To the extent that Business Associate performs any of Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.

If applicable, in accordance with 45 CFR 164.504(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to enter into written agreements with any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate, and the terms of such agreements shall incorporate substantially similar restrictions, conditions, and requirements that apply to Business Associate through this Agreement.

At the sole cost and expense of the Covered Entity, Business Associate agrees to make available and provide Covered Entity with access to PHI to meet the requirements under 45 CFR 164.524. The obligations of Business Associate in this paragraph apply only to PHI in Designated Record Sets in Business Associate's possession or control as such term is defined at 45 CFR § 164.501. Such access shall be in a timely and reasonable manner, as agreed upon by the Parties.

At the sole cost and expense of the Covered Entity, Business Associate agrees to make any amendment(s) to PHI that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity, in a time and manner reasonably agreed upon by the Parties. The obligations of Business Associate in this paragraph apply only to PHI in Designated Record Sets in Business Associate's possession or control as such term is defined at 45 CFR § 164.501.

Business Associate agrees to make its internal practices, books, and records, including any policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a time and manner reasonably agreed upon or designated by the Secretary, for purposes of the Secretary determining a Covered Entity's compliance with the Privacy and Security Rule.

Business Associate agrees to maintain and make available, in a time and manner reasonably negotiated between the Parties, the information required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

Securing Electronic PHI

Business Associate agrees to use appropriate safeguards and comply with applicable and mandatory requirements of the Security Rule set forth at 45 CFR 164.308, 164.310, 164.312, and 164.316 with respect to Electronic PHI to prevent the use or disclosure of Electronic PHI other than as provided for by this Agreement.

Business Associate shall report to Covered Entity any Security Incident that results in the unauthorized disclosure of Electronic PHI of which Business Associate becomes aware with respect to Electronic PHI Business Associate creates, transmits, receives or maintains on behalf of Covered Entity. Business Associate shall report unsuccessful Security Incidents to Covered Entity upon request. Parties recognize, however, that a significant number of meaningless attempts to access, without authorization, use, disclose, modify or destroy PHI in Business Associate's systems will occur on an ongoing basis and could make a real-time reporting requirement formidable for Parties. Therefore, Parties agree that the following are illustrative of unsuccessful Security Incidents that, if they do not result in a pattern of Security Incidents or the unauthorized access, use, disclosure, modification, or destruction of PHI or interference with an information system, do not need to be reported:

- Pings on a firewall;
- Port scans;
- Attempts to log on to a system or enter a database with an invalid password or username; and
- Malware (e.g., worms, viruses).

Notification of Breaches of Unsecured PHI.

Business Associate will notify Covered Entity of Breaches of Unsecured PHI without unreasonable delay and in no case later than thirty (30) calendar days after the Discovery of such a Breach of the Covered Entity's Unsecured PHI, as those terms are defined at 45 CFR Part 164 subpart D. Business Associate's notice to the Covered Entity shall include the applicable elements as set forth at 45 CFR 164.410(c).

Permitted Uses and Disclosures by Business Associate

In accordance with the limitations in this Agreement, Business Associate may use or disclose PHI as necessary to perform functions on behalf of and/or provide services to Covered Entity to the extent such uses or disclosures are permitted by the Privacy Rule, as it may be amended from time to time.

Specific Use and Disclosure Provisions

In accordance with the limitations in this Agreement, Business Associate may use PHI as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, to the extent such use is permitted by the Privacy Rule, as it may be amended from time to time.

In accordance with the limitations in this Agreement, Business Associate may disclose PHI as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are (i) Required By Law, (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality

of the information has been Breached, or (iii) are otherwise permitted by the Privacy Rule, as it may be amended from time to time.

Business Associate may use PHI as necessary to report violations of law to appropriate federal and state authorities, to the extent permitted by 45 CFR 164.502(j)(1).

In accordance with 45 CFR 164.504(e)(2)(i)(B), Business Associate may use PHI to provide data aggregation services.

Specific Use and Disclosure Restrictions

Business Associate will restrict the disclosure of an Individual's PHI in accordance with 45 CFR 164.522(a)(1)(i)(A), notwithstanding paragraph (a)(1)(ii) of that section, when, except as otherwise Required By Law, the Covered Entity notifies Business Associate that the Individual has made such a restriction request, and each of the following conditions is satisfied:

The disclosure would be to a health plan for the purposes of carrying out payment or health care operations, as that term may be amended from time to time, and

The PHI pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full.

In accordance with 45 CFR 164.502(b)(1), Business Associate will limit to the extent practicable the use, disclosure, or request of PHI to the minimum necessary to accomplish the intended purposes of such use, disclosure, or request, respectively, except that the restrictions set forth herein shall not apply to the exceptions set forth in CFR 164.502(b)(2).

Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI unless the Business Associate obtains written authorization (from the Individual) that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the PHI of that Individual, except that this prohibition shall not apply in the following cases, which Business Associate will limit remuneration to a reasonable, cost-based fee to cover the cost to prepare and transmit the Protected Health Information for such purpose or a fee otherwise expressly permitted by other law:

The purpose of the exchange is for research or public health activities, as described at 45 CFR 154.501, 164.512(i), 164.512(b) and 164.514(e), or

The purpose of the exchange is for the treatment of the Individual, subject to 164.506(a) and any regulation that the Secretary may promulgate to prevent PHI from inappropriate access, use or disclosure, or

The purpose of the exchange is the health care operation specifically described in subparagraph (iv) of paragraph (6) of the definition of health care operations at 45 CFR 164.501 and pursuant to 164.506(a), or

The purpose of the exchange is for remuneration that is provided by Covered Entity to the Business Associate for activities involving the exchange of PHI that Business Associate undertakes on behalf of and at the specific request of the Covered Entity as set forth in this Agreement, or

The purpose of the exchange is to provide an Individual with a copy of the Individual's PHI pursuant to 45 CFR 164.524 or an accounting of disclosures pursuant to 164.528, or

The purpose of the exchange is otherwise determined by the Secretary in regulations to be similarly necessary and appropriate.

Obligations of Covered Entity

Covered Entity shall notify Business Associate of any limitation(s) in a Covered Entity's notice of privacy practices, in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that a Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522, or as mandated pursuant to Section 13405(c) of the HITECH Act, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Covered Entity agrees to disclose to Business Associate only the minimum amount of PHI necessary to accomplish the services covered in the Transaction Document.

Covered Entity understands and agrees that in addition to obligations Required By Law, Business Associate provides services in the Transaction Document on the express condition that the Covered Entity fulfills its additional obligations set forth therein.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy or Security Rules if done by Covered Entity.

Term and Termination

Term. This Agreement shall be effective as of Effective Date, and shall continue until terminated. The obligations under this Agreement shall apply to each Transaction Document referencing this Agreement until the later of (i) completion, termination, or expiration of that Transaction Document or (ii) when all of the PHI provided by Covered Entity to Business Associate or created received, maintained, or transmitted by Business Associate on behalf of Covered Entity under the Transaction Document is destroyed or returned to Covered Entity, in accordance with subsection (d), below.

Termination for Cause for Failure to Comply with this Agreement by Business Associate.

Upon any material failure to comply with this Agreement by Business Associate, Covered Entity shall either:

Provide an opportunity for Business Associate to cure the failure to comply or end the violation and terminate this Agreement if Business Associate does not cure the failure to comply or end the violation within a reasonable time specified by Covered Entity; or

Immediately terminate this Agreement if Business Associate has failed to comply with a material term of this Agreement and cure is not possible and the Business Associate has not implemented reasonable steps to prevent a reoccurrence of such failure to comply.

Termination for Cause for Failure to Comply with this Agreement by Covered Entity.

Upon any material failure to comply with this Agreement by Covered Entity, Business Associate shall either:

- Provide an opportunity for Covered Entity to cure the failure to comply or end the violation and terminate this Agreement if Covered Entity does not cure the failure to comply or end the violation within the time specified by Business Associate;
- Immediately terminate this Agreement if Covered Entity has failed to comply with a material term of this Agreement and cure is not possible and the Covered Entity has not implemented reasonable steps to prevent a reoccurrence of such failure to comply.

Effect of Termination.

Except as provided below in paragraph (2) of this subsection, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity in accordance with HIPAA. This provision shall apply to PHI in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.

In the event Business Associate determines returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon written notification that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of PHI for so long as Business Associate maintains such PHI.

Miscellaneous

Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with requirements of HIPAA.

Survival. The respective rights and obligations of Business Associate under Section VIII (Term and Termination) of this Agreement shall survive termination of this Agreement.

Interpretation. Any ambiguity in this Agreement shall be resolved to the extent reasonable to permit Covered Entity to comply with HIPAA.

Conflicts. To the extent a conflict exists between this Agreement and the Transaction Document, the terms and conditions of this Agreement shall take precedence.

IN WITNESS WHEREOF, Covered Entity and Business Associate have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth below.

Business Associate Original signature

Name (Typed or Printed)

Title

Signature

Date

Covered Entity Original signature

Name (Typed or Printed)

Title

Signature

Date

Appendix 5: Procurement Library

The Procurement Library details information and documentation pertinent to the procurement. Not all the information contained within Procurement Library has a corresponding attachment. Vendors may leverage the RFP’s question-and-answer period to request additional documentation. PRMP may update the Procurement Library at its sole discretion.

Table 25: Procurement Library

ID	Document / Information	Website (if applicable)
PL-001	Code of Federal Regulations (CFR)	https://www.ecfr.gov/cgi-bin/ECFR?page=browse
PL-002	Conditions for Enhanced Funding	https://cmsgov.github.io/CMCS-DSG-DSS-Certification-Staging/Conditions%20for%20Enhanced%20Funding/
PL-003	Federal Executive Order 11246	https://www.dol.gov/agencies/ofccp/executive-order-11246/ca-11246
PL-004	Federal Information Security Modernization Act (FISMA)	https://www.cisa.gov/federal-information-security-modernization-act
PL-005	Health and Human Services (HHS)	https://www.hhs.gov/regulations/index.html
PL-006	Health Insurance Portability and Accountability Act (HIPAA)	https://www.hhs.gov/hipaa/index.html
PL-007	Streamlined Modular Certification, Medicaid	https://www.medicaid.gov/medicaid/data-systems/certification/streamlined-modular-certification/index.html
PL-008	*PgMO Plan Aids	N/A
PL-009	2024 TSPR 69	https://www.lexjuris.com/LexJuris/tspr2024/lexj2024069.htm#google_vignette
PL-010	Project Management Institute® (PMI®) – Project Management Body of Knowledge (PMBOK)	https://www.pmi.org/pmbok-guide-standards
PL-011	Puerto Rico Health Insurance Administration Act	https://bvirtualogp.pr.gov/ogp/Bvirtual/leyesreferencia/PDF/2-ingles/72-1993.pdf
PL-012	Puerto Rico State Plan	https://medicaid.salud.gov.pr/Home/StatePlan/
PL-013	Puerto Rico Innovation & Technology Service (PRITS) Policies	https://www.prits.pr.gov/documentos
PL-014	Puerto Rico Health Information Exchange Roadmap	https://www.medicaid.pr.gov/Home/AvisosPublicos/

ID	Document / Information	Website (if applicable)
PL-015	PRHIE HL7 ADT Inbound Specification	https://www.medicaid.pr.gov/Home/AvisosPublicos/
PL-016	PRHIE HL7 ORU Inbound Laboratory & Radiology Results Specification	https://www.medicaid.pr.gov/Home/AvisosPublicos/
PL-017	PRHIE HL7 CCD A Implementation Guide	https://www.medicaid.pr.gov/Home/AvisosPublicos/
PL-018	Methods States Use to Promote Health Information Exchange, Civitas Networks for Health	https://www.medicaid.pr.gov/Home/AvisosPublicos/
PL-019	Health Data Utility Framework – A Guide to Implementation, Civitas Networks for Health	https://www.civitasforhealth.org/hduframework/
PL-020	CMS Promoting Interoperability Programs	https://www.cms.gov/medicare/regulations-guidance/promoting-interoperability-programs
PL-021	Puerto Rico Environmental Scan Final Report	N/A

*Vendors are prohibited from modifying prefilled text on tables throughout the RFP, excluding the designated response areas. *PL-009 PgMO Plan Aids are currently undergoing updates by PRMP. Once available, the updated documents will be shared with the selected vendor.*

Appendix 6: Acronyms, Abbreviations, and Terms Glossary

The table below includes acronyms, abbreviations, and terms used throughout the RFP document and attachments.

Table 26: Acronyms

Acronym	Term
ADTs	Admission/Discharge/Transfers
AHPR	Hospital Association (Asociación de Hospitales de Puerto Rico)
APIs	Application Programming Interface
ASES	Administración de Seguros de Salud
ASPPR	Puerto Rico Primary Health Association
ASG	Puerto Rico General Services Administration
AST	Atlantic Standard Time
ASUME	Child Support Administration
BAA	Business Associate Agreement
CAP	Corrective Action Plan
CCC	Comprehensive Cancer Center
CDC	Center for Disease Control and Prevention
CFR	Code of Federal Regulation
CISO	Chief Information Security Officer
CMS	Centers for Medicare & Medicaid Services
Commonwealth	The Commonwealth of Puerto Rico
CRIM	Center for Municipal Revenue Collection
DHHS	Department of Health and Human Services
DUNS	Data Universal Numbering System
E&E	Eligibility and Enrollment
EHR	Electronic Health Record
ELR	Electronic Laboratory Reporting
ENS	Event Notification Service
ePHI	Electronic Protected Health Information
ePMO	Enterprise Project Management Office
ERD	Entity Relationship Diagrams
FFATA	Federal Funding Accountability and Transparency Act

Acronym	Term
FHIR	Fast Healthcare Interoperability Standards
FISMA	Federal Information Security Management Act
FMAP	Federal Medical Assistance Percentages
FOMB	Fiscal Oversight Management Board
FQHC	Federally Qualified Health Centers
FSRS	FFATA Sub-award Reporting System
GSA	General Services Administration
GHP / Plan Vital	Government Health Plan
Hacienda	Puerto Rico Treasury Department
HCBS	Home- and community-based service
HCCN	Health Center Controlled Network
Health Data Utility	A shared health data resource that centralizes information to support treatment, care coordination, quality improvement and public health management activities.
Health IT/HIT	Health Information Technology
HHS	Health and Human Services
HIE	Health Information Exchange
HIPAA	Health Insurance Portability and Accountability Act
HISP	Healthcare Information Service Providers
HTI-1	Health Data, Technology, and Interoperability – Certification Program Updates, Algorithm Transparency, and Information Sharing Final Rule
HTI-2	Health Data, Technology, and Interoperability: Trusted Exchange Framework and Common Agreement Final Rule
HTI-3	Health Data, Technology, and Interoperability: Protecting Care Access Final Rule
HITECH	Health Information Technology for Economic and Clinical Health Act
HL7	Health Level Seven
HRSA	Health Resources and Services Administration
IPAPR	Independent Practice Associations of Puerto Rico
IVU	Collection of Sales and Use tax
KPI	Key Performance Indicator
LIMS	Lab Information Management Systems
LTC	Long-term care

Acronym	Term
MCO	Managed Care Organization
MDM	Master Data Management Services
MEDITI3G	Medicaid Information Technology Initiative, Third Generation
MES	Medicaid Enterprise System
MMM	Medicare y Mucho Mas
MPI	Master Patient Index
NAICS	North American Industry Classification System
NIST	National Institute of Standards and Technology
NIST-CSF/IRS	NIST's Cybersecurity Framework/Internal Revenue Service
NSA	National Security Agency
ONC	Office of the National Coordinator for Health Information Technology
OTM	Outcomes Traceability Matrix
PBM	Pharmacy Benefit Managers
PCP	Primary Care Physician
PEP	Provider Enrollment Portal
PgMO	Program Management Office
PHSA	Public Health Services Act
PHI	Protected Health Information
PII	Personally Identifiable Information
PMBOK	Project Management Body of Knowledge
PMI®	Project Management Institute®
POAM	Plan Of Action & Milestones
PRDoH	Puerto Rico Department of Health
PRHIA	Puerto Rico Health Insurance Administration Act
PRHIE	Puerto Rico Health Information Exchange
PRHIE Vendor	The designated operator of Puerto Rico's Health Information Exchange. The PRHIE vendor is responsible for the management of all activities related to patient and provider engagement and education, onboarding, data management and governance, system security, and oversight and management of the HIE's technical architecture and data services.
PRITS	Puerto Rico Innovation & Technology Service
PRMES	Puerto Rico Medicaid Enterprise System
PRMMIS	Puerto Rico Medicaid Management Information System

Acronym	Term
PRMP	Puerto Rico Medicaid Program
PRPCAN	Puerto Rico Primary Care Association Network
PSM	Plan de Salud Menonita
RFP	Request for Proposals
RUP	Registro Único de Proveedores de Servicios Profesionales
SAM	System for Award Management
SIEM	Security Information Event Management
SLA	Service-Level Agreement
SMA	State Medicaid Agency
SOW	Scope of Work/Statement of Work
SSA	Social Security Administration/Single State Agency
SSO	Single Sign-On
SURI	Sistema Unificado de Rentas Internas
SUT	Sales and Use Tax
TEFCA	Trusted Exchange Framework and Common Agreement
USB	Universal Serial Bus
U.S.	United States of America
U.S.C	United States Code
USCDI	United States Core Data for Interoperability
WBS	Work Breakdown Structure

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