



DEPARTMENT OF HEALTH
PUERTO RICO MEDICAID PROGRAM

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

2024-PRMP-MES-HIE-001

January 9, 2024

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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).

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

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

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 **Table 1: RFP Schedule of Events**. All dates after the proposal submission due date are anticipatory. The PRMP may change this schedule at any time. If the PRMP changes the schedule before the technical proposal opens, it will do so through an announcement on the PRDoH website (<https://www.salud.gov.pr/CMS/21>), the Medicaid website (<https://medicaid.pr.gov/Home/AvisosPublicos/>), and/or via email from the solicitation coordinator.

The announcement will be followed by an amendment to this RFP, which is also available through the PRDoH website or via email from the solicitation coordinator. It is each prospective vendor's responsibility to check the PRDoH website for current information regarding this RFP and its schedule of events through the award of the contract. The time zone within this RFP is Atlantic Standard Time (AST). The schedule of events is detailed in **Table 1** below. Please note, the RFP events listed in Table 1 are best estimates and subject to change.

Table 1: RFP Schedule of Events

RFP Released to Public	1/9/2024
Notice of Intent to Respond	1/26/2024
Vendor's Written Questions Submission Deadline	1/26/2024
Question Responses Posted	2/9/2024
Proposal Submission Due Date	3/13/2024 at 3 p.m. AST
Oral Presentations (if applicable)	3/29/2023
Notice of Award	4/2/2024
Contract Award Made	TBA

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, the 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 HIE 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. Plan Vital provides services to approximately 1,506,373 beneficiaries throughout the Commonwealth.² 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 medical services, behavioral health services, nursing facility services, and other services allowed

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

² Source: www.medicaid.pr.gov/info/statistics/

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 facilities³.

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 December 2023, a total of 18,791 active providers serves Puerto Rico Medicaid beneficiaries.⁴

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

³ Source: <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6586791/>

⁴ Source: PRMP Ad Hoc Data Request Form – MMIS Provider Data Revised V12-8-11-23.

Puerto Rico currently has approximately 54 hospital facilities⁵, 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. There are approximately 467 physicians in the Primary Health Center network.⁶

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. Puerto Rico has about 8,487 active physicians. Also, the Commonwealth has authorized licensure of 16 physician assistants and approximately 1,094 practicing dentists in Puerto Rico.

Physicians in Puerto Rico are represented by professional associations, including the Independent Practice Associations of Puerto Rico (IPAPR), an organization—through 23 partner

⁵ Source: PRMP Ad Hoc Data Request Form – MMIS Provider Data Revised V12-Dec.-23.

⁶ Id.

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.

2.2.6 Reference Laboratories

Several reference laboratory companies with over 850 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), MC-21, 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 2012⁷ 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, the 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 development and maintenance of interfaces to disseminate HL-7 clinical messages from hospitals, Lab Information Management Systems (LIMS) and FQHCs to the HIE platform.
- Establishment and maintenance of the HIE data repository (Data Warehouse).
- Record locator and data standardization and normalization activities.
- Development of provider and patient portals (Note: Currently, there are no HIE portals live or in use)
- Customer support activities.

⁷ Source: <http://www.lexjuris.com/lexlex/Leyes2012/lexl2012040.htm>

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 Electronic Health Record (her) 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 estimates providers by type as of 2023.

Table 2: Estimates of Puerto Rico Providers by Provider Type⁸

Type	Estimated Number
Hospitals	54 hospital facilities
Primary Health Centers/ FQHCs	408 FQHCs operated in urban and rural locations around the island
Independent Physicians	8,487
VA Facilities	8 clinics
Physician Assistants	16
Nurse Practitioners	51,407
Dentists	1,095
Pharmacies	956
Ambulatory Care Providers	29
Behavioral Health Providers	1,678 (includes substance use facilities, mental health facilities, buprenorphine practitioners and licensed doctoral level psychologists.
Laboratories and imaging	850

⁸ Source: PRMP Ad Hoc Data Request Form – MMIS Provider Revised V12-Dec.-23.

3. General Instructions

3.1 Scope

The 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 the 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 [[Programa Medicaid - Departamento de Salud](#)] and in **Section 4**.

3.2 Contract Duration

The PRMP targets a contract start date for the HIE Operations and Technical Services PRHIE vendor of July 1, 2024, upon expiration of the current technical services contract. For the purposes of this RFP, project and contract start will be considered the day that the contract is executed between the PRMP and the selected PRHIE vendor, and the vendor is able to begin work. The contract is based on two years with two optional two-year extensions (potential for four years total). During the optional years, the PRMP may execute contracts for HIE Operations and Technical Services vendor services that span one or multiple months. Contract award is contingent upon the CMS, PRDoH, and other Puerto Rico agencies' approval of the contract and associated funding over the contract term. The PRMP anticipates the need to execute contract amendments up to the close of the contract or up to the time the contract is terminated (whichever is sooner). Each contract amendment would be reflective solely of those costs detailed within the proposal response unless otherwise approved by PRDoH.

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 local Puerto Rico laws. The vendor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

3.4 RFP Communications

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

2024-PRMP-MES- HIE-001

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

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

Elizabeth Otero Martinez : elizabeth.otero@salud.pr.gov

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

Vendors must help ensure that the PRMP receives all questions and comments via email, including questions and requests for clarification, no later than the 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 the PRMP. The 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 the PRMP by a specified deadline is not a substitute for the PRMP's actual receipt of a communication or response.

The PRMP will convey all official responses and communications related to this RFP to the vendors from whom the PRMP has received a Notice of Intent to Respond.

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

The 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. The PRMP's official, written responses will constitute an amendment of this RFP.

Any data or factual information provided by the PRMP (in this RFP, an RFP amendment, or any other communication relating to this RFP) is for informational purposes only. The PRMP will make reasonable efforts to help ensure the accuracy of such data or information; however, the vendor is obliged to independently verify any data or information provided by the PRMP. The 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 solicitation coordinator to request such reasonable accommodation.

3.5 Vendors Required Review and Waiver of Objections

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

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

Any person or party adversely affected or aggrieved by an award made regarding this Request for Proposal proceeding may, according to 3 L.P.R.A. § 9659, file a motion for reconsideration with the Puerto Rico Department of Health (PRDoH), within a term of ten (10) days from the date of the notification of the award. The PRDoH must consider the motion for reconsideration within ten (10) business days of being filed. If any determination is made in its consideration, the term to request the appeal for judicial review will begin from the date on which a copy of the notification of the decision of the PRDoH is filed on record, according to the case, resolving the motion for reconsideration. If the filing date of the copy of the notification of the decision is different from that of the deposit in the ordinary mail or the sending by electronic means of said notification, the term will be calculated from the date of the deposit in the ordinary mail or sending by electronic means, as appropriate. If the PRDoH fails to take any action in relation to the motion for reconsideration within ten (10) days of its filing, it shall be understood that the motion was denied outright, and the time to request judicial review shall start to run from said date.

If the PRDoH accepts the reconsideration request within the term provided, it must issue the reconsideration decision or resolution within thirty (30) days following the filing of the motion for reconsideration. If the PRDoH accepts the motion for reconsideration but fails to take any action in relation to the motion within thirty (30) days of its filing, it will lose its jurisdiction and the term to request the judicial review will begin from the expiration of said term of thirty (30) days. The Department of Health may extend said term only once, for an additional period of fifteen (15) days.

Any person or party adversely affected by a final reconsideration decision or resolution may file a petition for review with the Puerto Rico Court of Appeals within a term of twenty (20) business days of such final decision or determination being filed. See 3 L.P.R.A § 9672. Challenges must be submitted using the form and according to the instructions in **Appendix 3: Terms for Filing a Review** of this RFP.

The mere presentation of a motion for reconsideration does not have the effect of preventing the PRDH from continuing with the procurement process intended within this Request for Proposal.

3.6 Notice of Intent to Respond

Vendors should submit to the solicitation coordinator a Notice of Intent to Respond (in the form of a simple email or other written communication). PRMP requests that notices of intent to respond, while not required, be submitted by the question submission due date. Refer to the RFP timeline of events for specific dates. Such notice should include the following information:

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

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

3.7 Proposal Submission

A vendor must help ensure that the PRMP receives a response no later than the submission deadline time and date detailed in **Section 1.3: RFP Timeline**. The 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: The PRMP Right of Rejection**. It is the responsibility of the vendor to determine any additional security requirements with respect to packaging and delivery to the PRMP. Vendors should be mindful of any potential delays due to security screening, weather, mail delays, pandemic restrictions, and orders of stay or other filing delays whether foreseeable or unforeseeable.

3.8 Amendments to the RFP

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

3.9 RFP Cancellation

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

3.10 The PRMP Right of Rejection

Subject to applicable laws and regulations, the PRMP reserves the right to reject, at its sole discretion, any and all responses.

The PRMP will reject any response that does not meet the mandatory specifications listed in **Attachment E: Mandatory Specifications**.

The PRMP may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the PRMP reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the PRMP waives variances in a response, such waiver shall not modify the RFP requirements or excuse the vendor from full compliance, and the 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 the 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 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 leverage the format, contents, and structure in the RFP attachments. Moreover, the structure of each attachment provides the vendor with a template for an in-line response to the RFP. At times, the use of Microsoft Excel will be necessary to respond. An identifiable tab sheet should precede each section of the proposal, and each proposal should follow the format outlined below. All pages, except preprinted technical inserts, should be sequentially numbered.

The vendor should include the following information in the attachments:

- A response to any applicable section of the RFP narrative 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 mandatory specifications must be met by the vendor as a part of the submitted proposal. Failure on the part of the vendor to meet any of the mandatory specifications may result in disqualification of the proposal, at the sole discretion of the 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 the PRMP’s specifications, should not exceed the page count noted in each attachment and should overall be limited to the minimum number of pages needed to respond. Vendors must choose a similarly sized typeface (generally 11 points for text and 9 points for tables) for the PRMP’s requirements and not utilize smaller than 9-point fonts to work within this page limit restriction. The page limit counts the front and back of each sheet as separate pages. This page limit will not apply to the following RFP components:

- **Attachment C: Vendor Qualifications and Experience**, the following section only:
 - Section 3: Business Disputes
- **Attachment D: Vendor Organization and Staffing**, the following section only:
 - Section 2.1: Resumes
 - Section 2.2 References

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

Table 3 details the expected proposal sections and content structure. Vendor responses should be sure to address both sections noted in the table below, as well as those sections’ related subsections noted in the RFP.

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 • Vendor Information • Executive Summary • Subcontractor Letters • Table of Contents • Disclosure of Response Contents
Technical Proposal	Attachment C: Vendor Qualifications and Experience
Required Contents:	<ul style="list-style-type: none"> • Vendor Response Framework • Organization Overview

Proposal Section	Response Template/Contents
	<ul style="list-style-type: none"> • Existing Business Relationships with Puerto Rico • Business Disputes • References
Technical Proposal	Attachment D: Vendor Organization and Staffing
Required Contents:	<ul style="list-style-type: none"> • Initial Staffing Plan • Use of PRMP Staff • Key Staff, Resumes, and 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"> • Approach Business Specifications • Approach to Technical Specifications • Approach to Required Deliverables
Technical Proposal	Attachment H: Initial Project Schedule
Required Contents:	<ul style="list-style-type: none"> • Initial Project Schedule
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 • Mandatory Requirements and Terms • Commercial Materials • Exceptions (if applicable)

3.11.5 Two-Part Submission

Vendors should submit proposals in two distinct parts: technical and cost. Technical proposals should not contain any cost information relating to the operation. Cost proposals should contain all cost information and should be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening. In addition to printed copies of the technical and cost proposals, the vendor should submit two electronic copies of its technical proposal (PDF and Microsoft Excel, as appropriate) and cost proposal (Microsoft Excel). Please submit separate

universal serial buses (USBs), or other electronic media, if necessary, for both the technical and cost proposals for a total of four USBs (two technical proposals and two cost proposals). Please submit one printed copy of both the technical and cost proposals and help ensure the technical and cost proposals are packaged separately.

Please note that technical proposals will be posted for public inspection after technical and cost evaluations are complete and the Award Notification has been posted. Should vendors elect to have a redacted version posted, a clearly identified USB redacted version (PDF) must be provided. If no redacted version is provided, unredacted version will be posted.

Proposals should be submitted to the mailing address below:

Puerto Rico Department of Health
Medicaid Program, ATTN: Elizabeth Otero Martinez
268 Luis Muñoz Rivera Ave.
World Plaza – 5th Floor (Suite 501)
San Juan, Puerto Rico 00918

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, the PRMP has the right to reject the proposals, as outlined in **Section 3.10: The 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 details associated with the HIE procurement and narratives that supply additional information and context. This section also describes the expectations of the selected vendor/s and will become part of the vendor's commitment. **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.**

The selected vendor will be responsible for the creation and support of all deliverables described in **Appendix 1: 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 ePMO Management Plans. **See Appendix 6: 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, Attachment F: Outcomes Traceability Matrix, and Attachment E: Mandatory Specifications**. Similarly, the selected vendor will be expected to focus on these sections as part of the initial design discussions with the PRMP. In addition to this baseline expectation, the PRMP also encourages and expects vendors to include in their proposal additional details, contexts, and other items that will improve the proposal and offer the 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)**. The OTM includes the CMS outcome measures for HIE, as well as the PRMP-defined outcomes. The OTM is informed, in part, by the specifications listed in the SOW of this RFP.

4.1 Key Goals

Respondents must demonstrate an understanding of the 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, a shared data resource for treatment, care coordination, quality improvement, and public health management activities.

In the near-term, 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 Alerting:** Notifying providers of patients' admittance, transfer, or discharge 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 to support syndromic surveillance.
- **Emergency Response:** Leveraging HIE records to support patient identification and care delivery and coordination in times of emergency.

Outcomes Based Certification

Once established, PRMP expects to certify HIE services and the associated impact on users and beneficiaries through the CMS' Outcomes Based Certification (OBC) process (see Deliverables Dictionary, D18). 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.

Per CMS guidance, 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 OBC process can be [found here](#).

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 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 (Section 4.2.2) HIE technical services.

In **Attachment G: Response to SOW**, vendors are expected to provide a narrative response, detailing how they can meet or exceed the 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

Business Model

The 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. Together, PRDoH and the 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 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 the 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 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 is the business and operational scope and services the vendor is expected to provide. All services must be provided in both Spanish and English. See Tables 4 and 5 for expectations of the HIE vendor.

Table 4: PRHIE Vendor Operational Responsibilities

PRHIE Vendor Operational Responsibilities	
Business Area	Description
Governance	<p>PRMP is responsible for coordinating the PRHIE Advisory Council, a cross-sector governance body that advises and evaluates HIE activities. It is expected that the PRHIE vendor will become a member or participant on the PRHIE Advisory Council to stay informed of the community's needs, experiences, and goals and to inform planning with operational and technical expertise. Additionally, the HIE organization will act as the liaison between the PRHIE Board of Governors, PRMP, the PRHIE Advisory Council, and the healthcare community at large.</p> <p>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. Currently, Law 40 of 2012 provides some guidance on the role of HIE in Puerto Rico and an Advisory Council established by PRMP advises and maintains awareness of plans and activities of HIE progress and supported use cases.</p> <p>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.</p>
Business Operations	<p>The PRHIE vendor will be responsible for all business operations related to HIE services, staff operations, client (i.e., data submitters/participants, stakeholders, etc.) management, technical subcontractors/partnerships, and contracts required to execute the requirements of this SOW. All business operations, including policies, must refer and comply with both Commonwealth and federal laws, that are applicable to HIE and Protected Health Information (PHI).</p> <p>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.</p> <p>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 oversight as described above. The PRHIE vendor will maintain Standard Operating Procedures for all operations identified as essential to business operations.</p> <p>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.</p>

PRHIE Vendor Operational Responsibilities	
Business Area	Description
Data Governance	<p>The PRHIE vendor will institute a clear data governance framework for working to ensure that data policies support the Commonwealth's goals, PRMP's Medicaid Enterprise data governance work, and align with federal and local data sharing restrictions.</p> <p>The vendor will report on data quality using the World Health Organization Data Quality Dimensions (or similar construct).</p> <p>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.</p> <p>The respondent must detail ability and experience managing an HIE data governance program.</p>
Policy	<p>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.</p> <p>The respondent must provide assurance that this will occur and include a process for notifying impacted parties of pertinent policy updates.</p>
Technical Assistance	<p>The PRHIE vendor will provide technical assistance to healthcare providers to 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.</p> <p>The respondent must describe the planned technical assistance operation including, but not limited to, personnel, policies and procedures, and quantifiable expectations for technical assistance to be provided annually.</p> <p>The HIE will provide help desk support for problem resolution with users of the HIE. The vendor will support client and client EHR vendor 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.</p> <p>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 are needed. Onboarding and training statistics are expected to be included in operational reporting.</p>

PRHIE Vendor Operational Responsibilities	
Business Area	Description
	<p>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.</p>
Operational Reporting and SLAs	<p>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:</p> <ul style="list-style-type: none"> • Data source connections by organization type, regional locations, and MPI crossover rates • 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 Outcomes-Based Certification • Other reported data and statistics indicated as a performance standard associated with specific outcomes and requirements in the RFP <p>The respondent must include descriptions of the process by which operational reporting data would be gathered and presented. The vendor may include examples of reports and information documents that illustrate the topics included in the reports.</p>
Technology Architecture and Vendor Partnerships	<p>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 maps 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.</p> <p>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, consent management, etc.). The respondent must describe how the HIE technical architecture supports the requirements listed</p>

PRHIE Vendor Operational Responsibilities	
Business Area	Description
	above for data from disparate sources, translation terminologies, access controls, use cases, public health reporting, and Medicaid operations. Respondents must articulate how systems and data will be managed to protect the privacy and security of the health information of local patients.

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 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 PRDoH’s and HIE participants approval for doing so.

PRMP intends to certify the HIE as a component of the Medicaid Enterprise System. Once certified, the HIE will qualify for 75% enhanced federal financial participation for maintenance and operations of the HIE, on a cost-allocated basis reflecting a Medicaid fair share. The remaining 25% 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 federal financial participation.

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.

The respondent must include evidence of staff 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

The 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 for healthcare services. Table 5 lists each significant technology service area and description that the PRHIE vendor is responsible for. The respondent will describe in detail how they will deliver these services to Puerto Rico’s healthcare and public health communities.

Below is the technical scope and services the vendor is expected to provide. See Table 5 for expectations of the HIE vendor.

Table 5: PRHIE Vendor Technical Responsibilities

PRHIE Vendor Technology Services	
Technology Service Area	Description
Enterprise Identity Services	<p>The HIE will work to ensure the uniformity, accuracy, stewardship, and semantic consistency and accountability of the HIEs official shared master data assets.</p> <p>The HIE MPI technology will match, link, and aggregate records across disparate data sources to ensure the PRHIE provides a unique longitudinal health record for each person who receives care from PRHIE participants. 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 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.</p> <p>The HIE will provide a record locator service to regional and national exchange networks as expected by current national data exchange standards and policies.</p> <p>The MPI technology solution must be an independent module of the HIE technology architecture. PRMP expects that the PRHIE employs a best-in-class MPI that is accessible to the overall solution and supports Patient Demographic Query, Patient Identifier Cross-Reference, and Cross Community Patient Discovery (reference ONC Interoperability Standards Advisory: Exchanging Patient Identification Within and Between Communities Interoperability Standards Advisory (ISA) (healthit.gov)).</p> <p>Please refer to Attachment F: Outcomes Traceability Matrix for the outcomes and SLAs directly associated with this service area.</p>
Interface Specifications and Configuration	<p>The HIE vendor will work to maintain and improve upon data interface specifications and control protocols that guide participating institutions in transmitting local data to the HIE. Interface specifications must be based on required ONC standards. The HIE vendor is responsible for effectively communicating data sharing specifications to participants and working in a timely fashion to identify and remediate transmission errors. The respondent must provide their current specification and protocols (if applicable) and explain how data standards are required, managed, monitored, mitigated, and reported on to participants and governance bodies.</p>
Care Coordination Services	<p>The HIE vendor will provide end-users with real-time access to longitudinal health records in the clinical data repository and MPI. The HIE vendor will describe what services are available to support care coordination in real-time clinical workflows. Respondent must describe all services such as provider portal access, EHR-embedded data access workflows and APIs, and any other such</p>

PRHIE Vendor Technology Services	
	<p>service currently provided and/or plans for the provision of these services in Puerto Rico.</p>
Data Quality and Reporting Services	<p>The HIE is responsible for setting data integrity standards and processes for all data sources (data contributor). This also includes both automated and manual support processes for identifying and mitigating data quality issues that may impact the usability and reliability of health records on 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 ongoing. The respondent must explain how the following service requirements will be met.</p> <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 bi-directional 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 services support such as HL7 mapping of local to standard codes as there is a need for this within the Commonwealth's laboratories, hospitals, and healthcare community <p>A challenge in Puerto Rico is the use of Spanish in 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.</p>
Application Programming Interface (API) Services	<p>The vendor must be capable of meeting federal requirements for API technology for payer, provider, and patient data access. The respondent will submit a description of:</p> <ul style="list-style-type: none"> • Current FHIR API capabilities • FHIR API capabilities in development • Measures of API activity • API design approach

PRHIE Vendor Technology Services	
	<ul style="list-style-type: none"> Technical specifications for access and use of patient API 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
Public Health Reporting	<p>The HIE is to 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 management reporting obligations at both the Commonwealth and federal policy levels.</p> <p>The initial focus of the HIE vendor will be on maintaining existing data feeds of Electronic Laboratory Reporting (ELR) data to the state’s epidemiology representatives and COVID-19 registry. 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 immunizations, syndromic surveillance, vital statistics, and other use cases that evolve from the community and federal partners.</p> <p>The PRHIE vendor will be responsible for gaining attestation from institutions regarding compliance with the CMS Promoting Interoperability and local public health reporting requirements.</p> <p>Respondents must provide strategies for supporting the public health authority and associated public health reporting requirements and detail experience working in this area.</p>
Medicaid Data Services	<p>The HIE solution must have the capability to transmit structured data to a PRMP data warehouse on a regularly scheduled basis. Daily data updates are anticipated with the potential of near-real-time updates at a future time. Typical data contents will include identity, attribution relationships, clinical information, and ADT information.</p> <p>Additionally, the HIE solution must maintain a data repository and provide accessible reporting and data visualization services for a variety of PRDoH users. Anticipated needs include:</p> <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;

PRHIE Vendor Technology Services	
	<ul style="list-style-type: none"> Facility level reporting and display of selected information aggregated across the practice's associated providers; Medicaid data reporting and display by provider, practice, and aggregated Medicaid population. Standard public health reporting to support real-time needs such as flu outbreaks
Medicaid Services	<p>The HIE is to be leveraged to streamline local and federal interoperability requirements and mandates as aligned with Medicare interoperability policies and innovation programs and initiatives. The PRHIE should aid both healthcare providers and PRDoH in meeting public health management reporting obligations at both the Commonwealth and federal policy levels. Respondents must describe how they will meet the following service expectations:</p> <ul style="list-style-type: none"> HIE data access and reporting processes based on Medicaid operations and beneficiaries in support of CMS interoperability priority areas of care coordination, public health, and social determinants of health. Capacity and support for data access and reporting processes to support Medicaid operations. Response should include a description of the availability of a data architecture for data tables, data elements, indices, referential integrity, a reporting data model, a data visualization user interface, and access points. Enable payers/Medicaid Managed Care Organizations (MCOs) to use clinical data to support process optimization and utilization review to support care coordination and cost management. Vendor response will confirm support for payer access to data services, include a description of existing payer support activities executed by the vendor, and include a commitment to the following: <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 Implement an Extract Transform Load (ETL) connection with Medicaid's data warehouse
Direct Secure Messaging	<p>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</p>

PRHIE Vendor Technology Services	
	how these services provide access to patient data through third-party applications as directed by federal interoperability rules.
Electronic Notification Services (ENS)	The PRHIE vendor is responsible for supplying the healthcare community with ENS to alert providers based on desired use-cases, such as for admission/discharge/transfers (ADTs) encounters. 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. ENS must 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. The vendor will provide a letter to institutions to document their compliance to support attestation requirements for Merit-based Incentive Payment System (MIPS) and interoperability rules. The respondent will describe how they will facilitate ENS through the PRHIE.
Emergency Response Services	<p>To support PRDoH with emergency response services, the PRHIE vendor response will assure the following:</p> <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 respondent will affirm their ability to support emergency response services as described.

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 the PRMP and PRDoH on such subjects and participate 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:

- Office of the National Coordinator information blocking final rule, including monthly reporting on any information blocking complaints
- 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 5: 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 5: Proforma Contract Draft**.

5. Evaluation of Offers

5.1 Evaluation Process

Proposals will be evaluated in two parts by a committee of five or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. After the evaluation of technical proposals, the evaluation committee will identify those proposals with the highest technical scores and will move these proposals forward to the second part of the RFP evaluation, the cost proposal. The number of proposals that the evaluation committee moves forward from technical evaluations to cost evaluations will 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.

The vendor who demonstrates that they meet all the mandatory specifications will be selected to move forward to the cost proposal evaluations, and subsequent to cost proposal evaluation, the evaluation committee shall recommend for the contract be awarded to the vendor who demonstrates the highest overall point score of all eligible vendors.

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 passes or fails the mandatory specifications listed in **Attachment E: Mandatory Specifications**. Proposals passing the initial review will then be eligible to be evaluated and scored across six global criteria, with each receiving a percentage of the overall total (1,100) points. The technical evaluation will be based upon the point allocations designated below for a total of 900 of the 1,100 points. Cost represents 200 of the 1,100 total points.

If oral presentations are not held, the technical evaluation will be based upon the point allocations of the remainder of the criteria for a total of 850 of 1,050 total points. Cost will remain 200 of the 1,050 total points. Table 6 below lists the maximum possible points for each global criterion.

Table 6: Scoring Allocations

Scoring Area	Points Allocated
Global Criterion: Mandatory Requirements	Pass/Fail
Global Criterion 1: Vendor Qualifications and Experience	100 Points Possible
Global Criterion 2: Vendor Organization and Staffing	100 Points Possible
Global Criterion 3: Approach to SOW and Outcomes	550 Points Possible
Global Criterion 4: Initial Project Schedule	100 Points Possible
Global Criterion 5: Cost Proposal	200 Points Possible
Global Criterion 6: Oral Presentations	50 Points Possible

Scoring Area	Points Allocated
Total Points Possible	1,100 Points

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 team may review the response. The team may decide to, at its sole discretion:

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

5.4 Failure to Meet Mandatory Specifications

Vendors must pass (meet or exceed) 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 may be disqualified and may not have the remainder of their technical or cost proposals evaluated.

5.5 Technical Proposal Opening and Evaluation

The 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. Technical proposals will be posted for public inspection after technical and cost evaluations are complete and the Award Notification has been posted. See **Section 6.2: 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.

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

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

5.7 Requests for More Information

The PRMP may request clarifications or oral presentations of vendors participating in the RFP process. See **Section 1.3: RFP Timeline** for details on the timing of oral presentations. During oral presentations, vendors may not alter or add to their submitted proposal but only clarify information. Oral presentations will be the opportunity for the vendor to demonstrate its understanding of meeting the goals of the RFP. A description of the materials and information to be presented will be provided before the oral presentations.

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

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

The 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 oral presentation, if required.

5.8 Reference Checks

The 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 list of vendor references.

6. Award of Contract

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

6.1 Clarifications and Negotiations

The 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. The PRMP reserves the right to conduct clarifications or negotiations with one or more vendors. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

6.1.1 Clarifications

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

6.1.2 Negotiations

The PRMP may elect to negotiate with a vendor by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The PRMP reserves the right to conduct multiple negotiation rounds or no negotiations at all. Additionally, the PRMP may conduct target pricing and other goods-or-services-level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual vendor pricing. During target price negotiations, vendors are not obligated to reduce their pricing to target prices, but no vendor is allowed to increase prices.

6.1.3 Failure to Negotiate

If the PRMP determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best-evaluated vendor, then the 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.

6.2 Contract Award Process

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

The PRMP executive director will review the evaluation committee's decision regarding the apparent best-ranked evaluated vendor. If the PRMP executive director determines that the

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.

After identification of the awarded vendor, the PRMP will issue a Notice of Award, identifying the apparent best-ranked response and making the RFP files available for public inspection at the time and date specified in **Section 1.3: RFP Timeline**.

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 the PRMP pursuant to this RFP. The contract shall be similar to that detailed within **Appendix 5: 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 provide the signed contract by this deadline, the PRMP may determine that the vendor is non-responsive to this RFP and reject the response.

Notwithstanding the foregoing, the 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 the 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.

If the PRMP 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.

6.3 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 the PRMP and do not create rights, interests, or claims of entitlement in either the vendor with the apparent best-evaluated response or any other vendor. The PRMP obligations pursuant to a contract award shall begin only after the contract is signed by the 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 Puerto Rico, is registered with the Comptroller's Office, and distributed by the Contract Office of PRDoH.

The PRMP shall not be liable for payment of any type associated with the contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the vendor, even goods delivered, or services rendered in good faith and even if the vendor is

orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the contract effective date or after the contract term.

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

6.4 Performance

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

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

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 the PRMP, and is subject to specific requirements, identified in **Appendix 2: Service-Level Agreements (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: Service-Level Agreements (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 the PRMP in writing, takes all steps necessary to minimize the effect of such circumstances, and resumes its performance of the services in accordance with the SLAs as soon as possible.

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

7. Attachments

Attachment A: Cost Proposal

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

The vendor's cost proposal should provide sufficiently detailed information to allow the PRMP to assess the reasonableness of the vendor's cost. The vendor's cost proposal should be inclusive and complete for each area identified in **Attachment A: Cost Proposal**. The cost proposal should be built assuming that the HIE contract will be active for at least two years. The 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.

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

The following are the PRMP's cost assumptions for implementation phase of the project:

1. The Cost Proposal should not include exceptions and additional terms and conditions.
2. The PRMP will not be liable for or pay any project costs that the vendor does not identify in its proposal.
3. The vendor should be prepared to submit an Implementation Project Management Invoice throughout the project's implementation phase. As payment milestones are completed, the vendor will be allowed to invoice for the full dollar amount associated with that payment milestone.
 - a. Payment milestones include one-time deliverables and data migration.

The following are the PRMP's cost assumptions for maintenance and operations phase of the project:

1. The Cost Proposal should not include exceptions and additional terms and conditions.
2. The PRMP will not be liable for or pay any project costs that the vendor does not identify in its proposal.
3. Upon initiation of project maintenance and operation activities, the vendor should be prepared to submit a monthly invoice for maintenance and operations that is inclusive of the total costs for M&O support, hosting and disaster recovery, applicable deliverables, packaged software, and hardware. These costs should be itemized and summarized into a total monthly fee for the solution and services provided as a part of this contract. In addition to this monthly fee, the vendor should be prepared to include the total hours

utilized from the modifications and enhancements pool as-is necessary. The costs for Project Management: Reoccurring Deliverables and Maintenance should also be included as an itemized cost in the monthly invoices. The vendor should be prepared to have each monthly fee itemized by category (i.e. M&O, Hosting, and Disaster Recovery) and evidence should be provided in support of the work completed throughout the invoicing period.

4. Maintenance and Operations Modifications and Enhancements Pool:
 - a. The vendor will perform modifications and enhancements as per the vendor's submitted and the PRMP approved Change Management Plan.
 - b. PRMP defines modifications to include, but not be limited to, change arising from normal business operations, changes in business rules, system changes required to maintain compliance with federal regulations and standards. Modifications are to occur ongoing throughout implementation and maintenance and operations phases and will be implemented upon PRMP approval.
 - c. 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 made throughout implementation and maintenance and operations phases. Enhancements will only be implemented upon PRMP approval.
 - d. 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 shall be the responsibility of the vendor.

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 will provide 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.

1. Title Page

The vendor should include a title page stating the vendor's intent to bid for this RFP. The vendor's response should include a title page; table of contents; executive summary; and vendor contact and location information.

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

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

Name	_____	Phone	_____
Address	_____	Fax	_____
	_____	Email	_____

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

In addition to providing a signature to *6: 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**

Name (Typed or Printed) _____

Title _____

Company Name _____

Physical Address

State of Incorporation

By signature hereon, the vendor certifies that:

1. All statements and information prepared and submitted in response to this RFP are current, complete, and accurate.
2. The vendor's response meets the requirement of this RFP.
3. The vendor will comply with all federal and Commonwealth laws, rules, and regulations that are in force currently or anytime during the term of a resulting contract.
4. The vendor acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of Puerto Rico. The PRMP will hold "confidential" all response information, including both technical and cost information, during the evaluation process, except for the questions and answers before the submittal of proposals. All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded in accordance with the laws of Puerto Rico. If a vendor provides a redacted copy of their proposal along with an unredacted copy, PRMP will publish the redacted copy of the proposal.
5. The company represented here is an authorized dealer in good standing of the products and services included in this response.
6. The vendor, any subcontracting partners, and its proposed resources are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; are 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>.
7. Prior to the award, the vendor affirms it will have all current approvals, licenses, or other qualifications needed to conduct business in Puerto Rico.

2. Vendor Information

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

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

2.1 Payment Address

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

Table 7: Payment Information

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

2.2 Legal Notice Address

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

Table 8: Legal Notice Information

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

3. Executive Summary

This section should be a brief (one- 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 the PRMP.

<Response>

4. 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 a letter from the subcontractor, signed in blue ink by an authorized signatory legally binding the subcontractor, which includes the following information:

- The subcontractor's legal status, federal tax identification number, 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 who is authorized to legally bind the subcontractor to contractual obligations.
- A description of the work the subcontractor will perform.
- A statement of the subcontractor's commitment to performing the work if the vendor is selected.
- A statement that the subcontractor has read and understands the RFP and will comply with the requirements of the RFP.
- A statement that the subcontractor will maintain any permits, licenses, and certifications requirements to perform its portion of the work.

<Response>

5. Table of Contents

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

<Response>

6. Disclosure of Response Contents

All vendors selected for negotiation by the PRMP will be given equivalent information concerning cost negotiations. All cost negotiations will be documented for the procurement file.

All materials submitted to the PRMP in response to this RFP shall become the property of the Government of Puerto Rico. Selection or rejection of a response does not affect this right. By submitting a response, a vendor acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of Puerto Rico. If a vendor determines there is a "trade secret" contained in the proposal, the vendor must send a written notification to the solicitation coordinator when submitting the proposal to help prevent public disclosure of the "trade secret." A redacted version of the technical proposal must be provided to the 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. The 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 the 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; understand the requirements, terms, and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the vendor to execute this bid or any documents related thereto on 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 Puerto Rico agency that may require registration.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

Attachment C: Vendor Qualifications and Experience

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

Vendor Response Framework

Vendors may partner with other vendors to submit a single proposal response to the RFP. If multiple vendors are submitting a joint proposal one vendor must be identified as the primary vendor for purposes of communications during the procurement process and for contract negotiations if the joint proposal is selected as the winning proposal. Puerto Rico will negotiate a single contract for the services in this RFP. Note, however, that contracts between vendors may be subject to CMS review as a condition for federal financial participation and to ensure compliance with federal procurement regulations.

Vendors may utilize sub-contractors to provide specific functions as part of the vendor's response, or to augment expertise or staffing capacity. Puerto Rico will negotiate a single contract for the services in this RFP but contracts between vendors and their subcontractors may be subject to CMS review. Table 9 details the vendor response framework to provide information regarding partners and subcontractors.

Table 9: Vendor Response Framework - Partners and Subcontractors

Vendor Response Framework	
Company Name – Primary Vendor	<Response>
Company Name – Partner Vendor A	<Response>
Company Name – Partner Vendor B	<Response>
Company Name – Partner Vendor C	<Response>
Subcontractor A	<Response>
Subcontractor B	<Response>
Subcontractor C	<Response>
Subcontractor D	<Response>
Subcontractor E	<Response>

Organization Overview

This section of the vendor's technical proposal should include details of the vendor and subcontractor overview. The vendor's technical proposal should include organization overview, corporate background, vendor's experience in the public sector, and certifications.

1.1 Organization Overview

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

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

If multiple vendors are partnering in a combined response to the RFP replicate the following table (Vendor Overview) so that the response includes one table for each vendor participating in the joint response.

Table 10: Vendor Overview

Vendor Overview	
Company Name	<Response> <State if “Primary” or “Partner” vendor>
Name of Parent Company (If Applicable)	<Response>
Industry (North American Industry Classification System [NAICS])	<Response>
Type of Legal Entity	<Response>
Company Ownership (e.g., Private/Public, Joint Venture)	<Response>
Number of Full-Time Employees	<Response>
Last Fiscal Year Company Revenue	<Response>
Last Fiscal Year Company Net Income	<Response>
Percentage of Revenue from State and Local Government Clients in the United States and its Territories	<Response>
Number of Years in Business	<Response>
Number of Years/ Experience Vendor Has With this 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>

1.2 Subcontractor Overview (If Applicable)

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

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

Table 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 (e.g., Private/Public, Joint Venture)	<Response>
Number of Full-Time Employees	<Response>
Last Fiscal Year Company Revenue	<Response>
Last Fiscal Year Company Net Income	<Response>
Percentage of Revenue from State and Local Government Clients in the United States and its Territories	<Response>
Number of Years in Business	<Response>
Number of Years Vendor Has Been Providing the Type of Services Specified in the RFP	<Response>
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>

Existing Business Relationships with Puerto Rico

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

<Response>

Business Disputes

Provide details of any disciplinary actions and denote any that are pending litigation or Terminated for Cause or Convenience and associated reasons. Also, denote any other administrative actions taken by any jurisdiction or person against the vendor. List and summarize all judicial or administrative proceedings involving your sourcing activities, claims of unlawful employment discrimination, and anti-trust suits in which you have been a party within the last five 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.

<Response>

References

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

Vendor (Prime) References Form

Include at least three references from projects performed within the last three years that demonstrate the vendor's ability to perform the scope of work described in this RFP. The vendor must include references from three different clients/projects. If multiple vendors are submitting a joint proposal include a reference response for each of the vendors participating in the joint proposal.

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 pre-filled 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		

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

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

Subcontractor References (If Applicable)

If the vendor’s proposal includes the use of subcontractor(s), provide three references for each subcontractor. The 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 Staff:	Vendor	
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:				

Attachment D: Vendor Organization and Staffing

This section will provide instructions to vendors to submit their approach to staffing for the HIE services contract using **Attachment D: Vendor Organization and Staffing**.

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 the PRMP. The evaluation of the vendor's staffing approach shall be based on the 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 20 pages, excluding key personnel resumes and the forms provided in this attachment.

1. 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 **Attachment E: Mandatory Specifications**, the vendor's narrative description of its proposed Initial Staffing Plan should include:

- A description of the vendor's proposed team that exhibits the vendor's ability and capability to provide knowledgeable, skilled, and experienced personnel to accomplish the scope of work as described in this RFP.
- Organization charts for the operation showing both the vendor staff and their relationship to the PRMP staff that will be required for the delivery of all necessary HIE services. The organization chart should denote all key staff and non-key positions with a summary of each key staff's responsibilities.
- Identification of subcontractor(s) staff or organizational structures, if applicable.
- Detailed explanation of how the primary vendor will manage any subcontractor partnership including but not limited to the performance standards in place between the prime and subcontractor, if applicable.

<Response>

2. Use of the PRMP Staff

Describe the business and technical resources the 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 this project. Specifically, the vendor should address the following:

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

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

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

3. Key Staff, Resumes, and References

Key staff consist of the vendor's core executive and middle management team for this engagement. These resources are responsible for providing leadership and creating the standards and processes required to provide HIE 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.

These roles that the PRMP expects the vendor to propose, but are not limited to:

Key Staff

- Executive Director
- Technical Lead and Managers
- Operations Lead and Managers
- Lead roles for:
 - Customer Success (Technical Assistance and Support)
 - Integration Engineer(s) Specialized in Health Level-7 (HL7) Data Platforms
 - Developer(s)
 - Network and Information Systems Management Lead
 - Data Analyst/Informaticist
- Security Expert(s)/Assigned Chief Information Security Officer (CISO)

3.1 Resumes

The PRMP considers the key staff resumes as an indicator of the vendor's understanding of the skillsets required for each staffing area and their ability to perform them. The vendor should complete the table below (Table 14) and include resumes of all the individuals who are being initially proposed. **Each resume must not exceed three pages and must demonstrate experience relevant to the position 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; however, these documents may be requested and must be submitted to PRMP upon request.

Table 114: Proposed Key Staff and Roles

Name	Proposed Role	Experience in Proposed Role

<Response>

2.2 Key Staff References

The vendor should provide two references for each proposed key staff. The reference should be able to confirm that the staff has successfully demonstrated performing tasks commensurate to the tasks they will perform 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. The PRMP may contact one or more of the references given and the reference should be aware that the PRMP may contact them for this purpose.

Vendors should use the format provided in Table 15 below. Please repeat the rows and tables as necessary.

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:							
Project Role and Responsibilities:							
Reference 2							

Key Staff Reference Form							
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:							
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:							
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:							

Attachment E: Mandatory Specifications

Submission Requirements

This RFP includes multiple sections that specify proposal submission requirements, including, but not limited to, **1.3 RFP Timeline**, **3.11 Proposal Submittal and Instructions**, and **7. Attachments**. 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 sections. Failure to meet any of the submission requirements of this RFP may result in disqualification of a proposal, in accordance with Mandatory Requirements.

Vendors must provide a response to each of the following mandatory requirements. Vendor responses will then be verified by the PRMP to establish and maintain compliance between the PRMP and the HIE vendor. The first section requires initialing and narrative explanation. The second section does not require narrative explanation; however, the vendor must still include and initial these mandatory requirements as part of their proposal.

Narrative Explanation Required Below According to Response Indication:

The vendor must provide the right of access to systems, facilities, data, and documentation to the PRMP or its designee to conduct audits and inspections as is necessary.

<Response>

1. The vendor must support the PRMP's requests for information in response to activities including, but not limited to:
 - a. Compliance audits
 - b. Investigations
 - c. Legislative requests

<Response>

2. The vendor must provide authorization from a parent, affiliate, or subsidiary organization for the PRMP to have access to its records if such a relationship exists that impacts the vendor's performance under the proposed contract.

<Response>

3. 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 Code of Federal Regulation (CFR) 1194.21 and 36 CFR 1194.22.

<Response>

4. 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 the PRMP. In making this determination, the PRMP will evaluate whether the vendor is meeting service levels as defined in the contract.

<Response>

5. The vendor must provide evidence that staff have completed and signed all necessary forms prior to executing work for the contract.

<Response>

6. The vendor staff must not have the capability to access, edit, and share personal data, with unauthorized staff, including, but not limited to:
 - a. Protected Health Information (PHI)
 - b. Personally Identifiable Information (PII)
 - c. Financial Transaction Information
 - d. Federal Tax Information
 - e. Social Security Administration (SSA) data including, but not limited to, family, friends, and acquaintance information

<Response>

7. The vendor must maintain a sufficient staff model to provide the services outlined in the contract while meeting or exceeding the applicable service level agreements.

<Response>

8. On a monthly basis the vendor must, at a minimum, include the standard invoice package contents for the PRMP, including, but not limited to:
 - a. An authorized representative of the contracted party must sign an itemized description of services rendered for the invoice period. Additionally, the vendor must include a written certification stating that no officer or employee of the 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.
 - b. Provide the PRMP with a list of all services completed within an invoice period, as well as evidence that the PRMP has accepted and approved the work.
 - c. Provide the PRMP with three physical and one electronic invoice packages in support of the PRMP's review and approval of each invoice.
 - i. Invoice Package #1 – Original Signature and Hard Copy
 - ii. Invoice Packages #2 – #3 – Hard Copy
 - iii. Invoice Package #4 – Electronic

<Response>

9. The vendor must comply with federal Executive Order 11246 related to Equal Employment Opportunity Act, the Clean Air Act, and the Clean Water Act.

<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)

<Response>

Table 16 details the mandatory requirements that the vendor must include and initial as part of their proposal.

Table 16: Mandatory Requirements

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement *Response should note any exceptions to meeting requirement
The vendor must comply with current and future Puerto Rico and federal regulations as necessary to support the services outlined in this RFP		<Response>
The vendor must perform according to approved SLAs and associated metrics in the areas listed in Appendix 2: Service-Level Agreements and Performance Standards		<Response>
The vendor must perform all work associated with this contract within the continental United States (U.S.) or U.S. Territories.		<Response>
The vendor must serve as a trusted partner to the PRMP and represent the PRMP's interests in all activities performed under the resulting contract.		<Response>
Data Ownership: The vendor must agree that the PRMP retains ownership of all data, procedures, applications, licenses, and materials procured or developed during the contract period.		<Response>
Security: The vendor must comply with information, data, and cybersecurity		<Response>

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement *Response should note any exceptions to meeting requirement
<p>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>		
<p>Security: The vendor must include an independent security assessment plan aligned with the assessment guidelines in the CMS guidance document for MES certification. 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, MARS-E, or agreed upon security controls framework.</p> <ul style="list-style-type: none"> a. 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. b. Vendor confirms that a security assessment plan will be submitted to be included in a contract if vendor is awarded the RFP. c. 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><Response></p>

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement *Response should note any exceptions to meeting requirement
<p>Security: The vendor will provide security-related reports at defined frequencies that align to NIST 800-53a security control requirements, MARS-E, or agreed upon security controls framework.</p> <ul style="list-style-type: none"> a. The vendor confirms they can provide security-related reports. Report topics include: <ul style="list-style-type: none"> i. privileged account review ii. audit log review iii. continuous monitoring/security metrics report iv. Plan Of Action & Milestones (POAM) review v. Vulnerability assessment vi. system access review vii. roles review for separation of duties viii. contingency plan review/test ix. incident response plan review and training x. risk assessment; awareness training xi. review system security plan and update xii. disaster recovery presentation and review xiii. system wide security assessment xiv. Internal and External Penetration test xv. static/dynamic code analysis or peer review xvi. HIE governing board security policy review 		<p><Response></p>

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement *Response should note any exceptions to meeting requirement
<p>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"> a. The vendor confirms that the following identified policies are being followed: <ul style="list-style-type: none"> i. Federal Information Security Management Act (FISMA) ii. Health Insurance Portability and Accountability Act (HIPAA) iii. Health Information Technology for economic and Clinical Health Act (HITECH) iv. Patient Protection and Affordable Care Act v. National Security Agency (NSA) Security Recommendation Guides vi. Office of the National Coordinator for Health Information Technology (ONC) Cures Act Final Rule on Information Blocking vii. Centers for Medicare and Medicaid Services (CMS) Interoperability and Patient Access Final Rule viii. Commonwealth regulations regarding privacy and security ix. TEFCFA 		<Response>
<p>Security – Hosting: The vendor confirms that hosting services are controlled and managed for access, information exchange, and identity authentication.</p> <p>a. The vendor confirms that:</p>		<Response>

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement *Response should note any exceptions to meeting requirement
<ul style="list-style-type: none"> i. 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 ii. Hosting Services support the exchange of SAML 2.0 (or supported version) security assertions with other systems, including eHealth Exchange and custom attributes. Vendor will use SAML attributes for logging and access control determination decisions iii. Hosting services support: <ul style="list-style-type: none"> i. OAuth federated authentication for both web services as well as for browsers ii. OCSP x.509 certificate revocation detection (or supported version) iii. Other methods of x.509 certification revocation detection b. 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) c. Hosting services will provide strong (multi-factor) authentication options (digital certs, tokens, biometrics, etc.) for 		

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement *Response should note any exceptions to meeting requirement
user access in keeping with the NIST SP in cited above.		
<p>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 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>		<Response>
<p>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>		<Response>
<p>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>a. 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>		<Response>
<p>Security – Reporting: The vendor must demonstrate that Hosting services will</p>		<Response>

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement *Response should note any exceptions to meeting requirement
issue ongoing reports regarding HIE security audits and compliance activities in a format and frequency reasonably requested by the Commonwealth.		
Security – Security Management: The vendor must demonstrate that industry-standard security management will be implemented and administered by the vendor.		<Response>
<p>Public Health: The vendor must provide local code mapping to improve the level of accurate reporting of disease reporting to improve population health.</p> <p>a. The vendor confirms that when local institutions use their own codes for reporting diseases, which still need to be mapped to industry standards, the HIE will match the reported codes to national standards, improving the accuracy of reports and supporting data aggregation of public health disease reporting data.</p>		<Response>
User Access and Management – User Account Management: The vendor confirms that they provide participants with access 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.		<Response>
User Access and Management – End-User Authentication: The vendor confirms they use Security Assertion Markup Language (SAML) Single-Sign-On (SSO) authentication whereby EHR users can access HIE services efficiently and securely from within their workflow environment.		<Response>

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement *Response should note any exceptions to meeting requirement
<ul style="list-style-type: none"> a. The vendor confirms support for federated identity management. b. The vendor confirms that integration with a variety of EHR system types is in place. 		
<p>User Access and Management – Provider Directory: The vendor must support for provider directory services for individuals and facilities:</p> <ul style="list-style-type: none"> a. The vendor confirms provider Directory support for Direct Secure Messaging. b. The vendor confirms that Provider Directory Services associate providers with facilities and health systems. 		<Response>
<p>User Access and Management: The vendor must support identity and access management services.</p> <ul style="list-style-type: none"> a. The vendor confirms that identity and access services include user profiles and contact information. b. The vendor confirms that identity and access services manage patient-provider attribution. 		<Response>
<p>User Access and Management – PRDoH Access: The vendor must confirm that PRDoH personnel will have access to the HIE through the Provider Portal.</p>		<Response>
<p>The MPI technology solution must be an independent module of the HIE technology architecture. PRMP expects that the PRHIE employs a best-in-class MPI that is accessible to the overall solution and supports Patient Demographic Query, Patient Identifier Cross-Reference, and Cross Community Patient Discovery.</p>		<Response>

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 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.

Table 17: Mandatory Qualifications

Mandatory Qualification Item(s)	Vendor Meets Qualification? Y/N	Provide A Brief Narrative to Demonstrate Fulfillment of Requirement
The technology services described in Section 4.2.2 must be provided by vendor(s) that have experience in health information exchange(s) of similar size and scope as described in this RFP.		<Response>
The vendor must have the ability to staff the organization and contract with subcontractors to meet PRMP's HIE program objectives and associated timelines.		<Response>
The vendor must have demonstrated experience operating and managing health system services including the direct provision of services to the provider community.		<Response>
The vendor must include at least three references from projects performed within the last two years that demonstrate the vendor's ability to perform the scope of the work described in this RFP. The vendor must include references from three different projects/clients that provide details on the vendor's experience operating and managing a health information exchange or related services.		<Response>
The vendor must commit to staff and operate a place of business in the Commonwealth during any contract resulting from this procurement process and help ensure 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.		<Response>

Mandatory Qualification Item(s)	Vendor Meets Qualification? Y/N	Provide A Brief Narrative to Demonstrate Fulfillment of Requirement
The vendor must agree to meet all federal and local requirements related to the operation of a Medicaid Enterprise system and the management and distribution of private health information.		<Response>

Attachment F: Outcomes Traceability Matrix (OTM)

See the attached Microsoft Excel file titled **Attachment F: Outcomes Traceability Matrix (OTM)**. Please review the following instructions:

1. The vendor must note compliance with each outcome and each outcome's associated measure, metric, target setting, performance standard, and liquidated damage listed in the Vendor's Disposition column of Tab 3 using only the values that appear in the drop-down list.
2. Vendor's Disposition values are outlined below:
 - a. "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.
 - b. "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 may be disqualified per **Attachment E: Mandatory Specifications and 5.4 Failure to Meet Mandatory Specifications**.
 - c. If a vendor responds with "Will Not Meet" to one or more outcomes, the proposal will be considered non-responsive and may be disqualified per **Attachment E: Mandatory Specifications and 5.4 Failure to Meet Mandatory Specifications**.
3. 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."
4. The vendor must provide the attachment, section, and page number(s) where their detailed narrative response for each outcome resides, providing the PRMP with a crosswalk and helping to ensure that each outcome specified in Attachment F is included in the vendor's response. Be advised that the Attachment column has been pre-populated with the location that the 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 in its response.

Attachment G: Response to SOW

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

Instructions: The responses to each part of the SOW are required as part of the submitted proposal. Responses will be scored as part of the technical proposal evaluation.

Responses must include, where appropriate, the deliverables included in **Appendix 1: Deliverable Review Process and Deliverables Dictionary**.

The text response to each section in this attachment must be eight pages or less. The vendor may also add up to two pages of images or diagrams for each response. Responses beyond eight pages of text and ten total pages including images and diagrams will not be reviewed.

1. Approach to Business Operations

Describe the vendor's approach to meeting or exceeding the PRMP's specifications and outcomes, as described in **Attachment F: Outcomes Traceability Matrix** and **Section 4: Scope of Work (SOW)** of this RFP. As part of their response, vendors should provide specific details and examples outlining their approach to the following subcategories:

- Governance
- Data Governance
- Policy
- Technical Assistance
- Operational Reporting and SLAs
- Technology Architecture and Vendor Partnerships

<Response>

2. Approach to Technical Services

Describe the vendor's approach to meeting or exceeding the PRMP's specifications and outcomes, as described in **Attachment F: Outcomes Traceability Matrix** and **Section 4: Scope of Work (SOW)** of this RFP. As part of their response, vendors should provide specific details and examples outlining their approach to the following subcategories:

- Enterprise Identity Services
- Interface Specifications
- Care Coordination Services
- Data Quality and Reporting Services
- Application Programming Interface (API) Services

- Public Health Reporting
- Medicaid Services
- Direct Secure Messaging
- Electronic Notification Services (ENS)
- Emergency Response Services
- Interoperability Compliance

<Response>

Attachment H: Initial Project Schedule

This section will provide instructions to vendors to include an initial project schedule as an attachment to the vendor's technical proposal and an electronic version in Microsoft Project® to include a Work Breakdown structure.

Instructions: The vendor should provide an Initial Project Schedule by project phase.

This Initial Project Schedule should show all task details with responsibilities, timelines, durations, milestone dates, deliverable dates, and vendor personnel hours by deliverables for each project phase, the PRMP personnel hours necessary by phase and deliverable, and all critical dependencies for the project's milestones and deliverables. Vendors should provide those tasks that are on the critical path. Vendors should provide the tasks that will require assistance from the PRMP resources. The Initial Project Schedule should be provided as an attachment to the vendor's Technical Proposal and tabbed as such in the submission. The vendor should also provide an electronic Microsoft Project® version in the vendor's electronic submission of the Technical Proposal.

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

- Detailed tasks and timelines, outlining the major project phases planned by the vendor.
- The Work Breakdown Structure (WBS).
- The project schedule for all project deliverables and milestones.
- Identification of resources assigned as the responsible entity for each deliverable within the WBS to the level at which control will be exercised.
- Identification of deliverables that may require more or less time for the 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 the PRMP is interested in implementing this system's functionality 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. RFP respondents are encouraged to keep in mind that the PRMP is interested in vendor's ability to successfully plan for and achieve "quick wins" during the implementation phase, and as such RFP response's initial project schedule should clearly articulate the vendor's approach toward a timely implementation and the "quick wins" they can provide PRMP along the way.

<Response>

Attachment I: Terms and Conditions Response

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

1. 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, the PRMP reserves the right to cancel the negotiation if, at its sole discretion, it deems that to be in the best interests of the PRMP.

2. RFP Terms and Conditions

RFP Terms and Conditions consist of provisions throughout this RFP. Moreover, these provisions encapsulate instructions, Commonwealth, and federal procedures, and the 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 the PRMP's sole discretion, result in the disqualification of the vendor's proposal.

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

Printed Name/Signature of Authorized Personnel

Date

3. Customary Terms and Conditions

The selected vendor will sign a contract with the 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: Service-Level Agreements (SLA) and Performance Standards**
- **Appendix 5: Proforma Contract Draft *inclusive of Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement***

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

Printed Name/Signature of Authorized Personnel

Date

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

Printed Name/Signature of Authorized Personnel

Date

4. Mandatory Requirements and Terms

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

- **Attachment E: Mandatory Specifications**
- Prior to the vendor submission of its proposal, the vendor must be registered with the “Registro Único de Proveedores de Servicios Profesionales” (RUP) from the Puerto Rico General Services Administration (ASG) and with the Puerto Rico Treasury Department (Hacienda) for the collection of sales and use tax (IVU) as a provider (if applicable) in the Sistema Unificado de Rentas Internas (SURI). The PRMP shall not award a contract, unless the vendor provides proof of such registration or provides documentation from the Puerto Rico Treasury Department that the 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, please refer to the PR 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 Puerto Rico. Each Certificate of Insurance shall indicate current insurance coverage meeting minimum requirements as specified by this RFP. A failure to provide a current Certificate of Insurance will be considered a material breach and grounds for contract termination. A list of the insurance policies that may be included in this contract are provided in **Appendix 5: Proforma Contract Draft**.
- A performance bond may be required for the contract resulting from this RFP.

- **Appendix 2: Service-Level Agreements (SLA) and Performance Standards**
- **Appendix 5: Proforma Contract Draft** inclusive of HIPAA BAA

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

Please provide an authorized signature stipulating the vendor’s acknowledgment, understanding, and acceptance of the mandatory requirements and terms stipulated in this section.

Printed Name/Signature of Authorized Personnel

Date

5. Commercial Materials

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

<Response>

6. Exceptions

The vendor should indicate exceptions to the 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, an alternative language the vendor would find acceptable. Rejection of the PRMP’s Terms and Conditions, in part or in whole, or without any explanation, may be cause for the 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, the PRMP reserves the right to cancel the negotiation, at its sole discretion, if it deems that to be in the best interests of the PRMP.

The terms and conditions of a vendor’s software license, maintenance support agreement, and SLA, if applicable, will be required for purposes of contract negotiations 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.

Instructions: Identify and explain any exceptions to the PRMP’s terms and conditions using the tables provided below, adding tables, as needed. If no changes are listed, the vendor indicates that no changes to the Terms and Conditions are proposed and that the vendor intends to accept them as written if the vendor’s proposal is selected. Mandatory 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 the PRMP statutes and regulations is prohibited
- The PRMP has no obligation to accept any exception(s).

Tables 18 and 19 below provide examples of how exceptions may be identified and explained.

Table 218: Exception #1

Document Title (Reference Specific Contractual Document and Section in Which Exception is Taken)	Vendor's Explanation (Required for Any Rejection/Exception)	Vendor's Proposed Alternative Language (If Applicable) Cross-Reference to Specific Section of Vendor's Terms, If Any Provided as Part of the RFP Response
NOTES/COMMENTS: <FOR THE PRMP USE ONLY>		

Table 139: Exception #2

Document Title (Reference Specific Contractual Document and Section in Which Exception is Taken)	Vendor's Explanation (Required for Any Rejection/Exception)	Vendor's Proposed Alternative Language (If Applicable) Cross-Reference to Specific Section of Vendor's Terms, If Any Provided as Part of the RFP Response
NOTES/COMMENTS: <FOR THE PRMP USE ONLY>		

8. Appendices

Appendix 1: Deliverables Dictionary

The Deliverables Dictionary provides a high-level description of each deliverable required as part of this RFP. Note that each deliverable should include a section that speaks to how the vendor will maintain and/or update the document throughout the life of the contract. Where applicable, each deliverable should also detail how the deliverable supports or will support integration and collaboration with stakeholders. The vendor should be prepared to collaborate with the PRMP, other Puerto Rico government entities, other vendors, and other stakeholders as directed by the PRMP on the development, submission, and (at times) approval of deliverables. Upon the PRMP's request, the 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, pilots, public health reporting and need identification, etc.
- Status of compliance with federal mandates (privacy controls, security assessments, conditions of MES OBC, 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 shall 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:

- Offerer'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, offerer, 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 human resources 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, 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 the 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 ongoing training both internal and external users, including system users, HIE participants, and State users. Training should improve understanding of the process and how the system should be used to carry out processes.

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) 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, nurses, physicians, the State 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)
- Proposed training for staff
- 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

D11: Data Management Plan

The Data Management Plan is to outline how data across the HIE services are to be managed by the vendor. The plan will 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)

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 is expected to 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 shall document 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: Outcomes Based Certification (OBC) Support Plan and Reporting

The vendor will develop an Outcomes-Based Certification Plan that includes collaborating with PRMP to facilitate and execute the CMS Outcomes Based Certification process for PRHIE services. 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 OBC Support Plan must include:

- Roles and responsibilities related to the OBC process
- Proposed certification timeline acknowledging steps such as,
 - Collaborative development of outcomes and measures
 - Development and submission of certification artifacts
 - Participation in CMS' certification system reviews
- Proposed outcomes statements, measures, metrics, and reporting cadence
- Certification Request Letter attesting that all functionality to be certified is in production and ready for CMS certification
- 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 the PRMP a Turnover and Closeout Management Plan within 120 calendar days after the execution of the contract. The Turnover Plan will 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 will also include:

- Knowledge transfer activities to the 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 the 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 the PRMP
- Work Breakdown Structure (WBS), including dependencies on the 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 will 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 the PRMP and documented in the Turnover work plan. Additionally, the vendor will use its own quality processes to help ensure that deliverables meet the PRMP approval.

Appendix 2: SLAs and Performance Standards

Each Service-Level Agreement (SLA) contained herein establishes 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 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 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

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 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.)

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).

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
SLA-001	Deliverable Service Level	<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</p>	N/A	<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 <ul style="list-style-type: none"> • 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 <ul style="list-style-type: none"> • The Commonwealth will assess this payment for any deliverable more 	N/A

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
		<p>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</p>		<p>than seven days late.</p> <p>The Commonwealth will not release deliverable payments until the deliverable is complete and approved using a signed deliverable acceptance form.</p>	

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
		prevail throughout the contract.			
SLA-002	Solution Availability	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 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	<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. 	<p>Up to 8% of the monthly operating fee may be deducted for failure to achieve the Solution Availability performance standards as follows:</p> <ul style="list-style-type: none"> • 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% 	<p>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:</p> <ol style="list-style-type: none"> 1. 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

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
		<p>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.</p>	<ol style="list-style-type: none"> 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. 		<ul style="list-style-type: none"> • Production downtime outside of normal business hours • Production Failover downtime • Summary of individual outage durations, impacts, and causes <p>Refresh and maintenance activities outside KPI designated time</p>
SLA-003	Solution Performance	The HIE Service Solution Performance Service Level is defined as how the	<ol style="list-style-type: none"> 1. Incoming health information (data) will be available to authorized users in the production 	3% of the monthly operating fee (cost of HIE Service Areas) may be deducted as	By the 15th of each month, the vendor is to report the

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
		<p>core HIE services meet the needs of authorized solution users.</p>	<p>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>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</p>	<p>a penalty fee for failure to achieve any one of the performance standards.</p>	<p>following on this standard:</p> <p>1. 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 <p>Percentages as indicated for accuracy and timeliness</p>

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
			<p>notifications shall be tracked and resolved.</p> <p>3. 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>4. 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>		

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
			5. Patient consent choices are accurately captured, stored, and implemented, through a formal Consent Management process 100% of the time.		
SLA-004	Operations Incident Management	<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>	<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 	<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>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

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
		<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>15 minutes, with a response time of 90 minutes, a resolution time within 24 hours, and status reported to the Commonwealth every two hours.</p> <p>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.</p> <p>6. Incidents identified as “low” will be acknowledged within one business day, with a response time of seven calendar days.</p>		<p>critical and high-level incidents to include:</p> <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 ○ Responsible party and contact

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
			<p>A resolution time will be developed in coordination with the Commonwealth within the development sprint planning process, and status reported to the Commonwealth monthly.</p>		<p>information for the resolution</p> <ul style="list-style-type: none"> • Incident report for previous month's medium and low priority incidents to include: • 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 <p>Responsible party and contact information for the resolution</p>

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
SLA-005	Disaster Recovery and Business Continuity	<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</p>	<p>1. For disaster recovery incidents, restoration of data and services complies with the agreed upon Disaster Recovery and Business Continuity Plan.</p>	<p>Up to 5% of the monthly operating fee, as follows:</p> <ul style="list-style-type: none"> The standard is not met 5% 	<p>By the 15th of each month, the vendor is to report on these standards as follows:</p> <ol style="list-style-type: none"> The previous month's performance, to include: <p>Report of any disaster events in accordance with the Disaster Recovery and Business Continuity Plan</p>

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
		<p>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-006	Data Quality and Management	<p>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.</p>	<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 	<p>Up to 10% of the monthly operating fee, as follows:</p> <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% 	<p>By the 15th of each month, the vendor is to report on these standards as follows:</p> <ol style="list-style-type: none"> 1. A monthly data reconciliation report 2. MPI performance including: <ul style="list-style-type: none"> • Number of matches made in error (a match should not have been made)

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
		<p>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.</p>	<p>responsible for data quality monitoring to satisfy this SLA.</p> <ol style="list-style-type: none"> 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 		<ol style="list-style-type: none"> 3. 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 4. Identified data discrepancies, the time for resolving those discrepancies, and an accounting of any discrepancies not yet resolved.

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
			<p>coordination with the data submitter and reported to the Commonwealth as part of the monthly KPI for this performance standard.</p> <p>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.</p>		<p>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.</p>
SLA-007	Technical Support	The Technical Support Service Level is defined as the technical support provided by the vendor	1. Provide technical support 365 days per year, 24 hours per day, seven days per week	The payment reduction percentage for the performance standards tied to this SLA is not cumulative. There are	By the 15 th of each month, the vendor is to report on these standards as follows: Provide a report to include the number of cases

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
		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>via email and toll-free phone number.</p> <ol style="list-style-type: none"> 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. 	<p>separate fee penalties for each performance standard missed during the month.</p> <ul style="list-style-type: none"> • 1% of the monthly invoice of the operating fee 	<p>created, percent resolved within 24 hours, and percent of calls answered within 30 seconds.</p>
SLA-008	Reporting	The Reporting Service Level is defined as the processes, activities, and deliverables associated with regular reporting from the HIE vendor.	<p>The vendor is to work to ensure reporting meets the following performance standards:</p> <p>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>	<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> <ul style="list-style-type: none"> • 1% of the monthly invoice of the operating fee 	<p>By the 15th of each month, the vendor is to report as follows:</p> <ol style="list-style-type: none"> 1. Number of reports generated past the time required, and the total time delayed: <ul style="list-style-type: none"> • Daily • Weekly • Monthly • Quarterly • Annually

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
			<ol style="list-style-type: none"> 1. Daily Reports Availability Schedule: Should be accessible to users by 8:00 a.m. Atlantic Standard Time (AST) each business day. 2. Weekly Reports Availability Schedule: Should be accessible to users by 8:00 a.m. AST the next business day after the scheduled run. 3. 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. 4. Quarterly Reports Availability Schedule: Should be accessible to users by 8:00 a.m. AST the next 		

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
			<p>Commonwealth business day following the end of the quarter or as agreed to by the Commonwealth and the vendor.</p> <p>5. 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.</p> <p>6. 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</p>		

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
			<p>regulation and by the Commonwealth and CMS.</p> <p>7. The vendor will have 5 days to prepare an estimate of level of effort and time required to prepare requested ad-hoc reports.</p>		
SLA-009	Staffing	<p>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.</p>	<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 	<p>Up to 5% of the monthly invoice of Maintenance and Operations will be deducted as a penalty fee as follows:</p> <ul style="list-style-type: none"> • Any one of six not met: 1% • 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% 	<p>By the 15th of each month, the vendor is to report on these standards as follows:</p> <ol style="list-style-type: none"> 1. Total number of project team/staff 2. Number of key staff 3. Number of full-time designated staff 4. Total number of hours worked on project <p>Planned staffing transitions and associated plans for supporting ongoing operations</p>

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
			<p>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.</p> <p>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.</p> <p>5. The vendor should provide a temporary replacement or strategy to resolve a staffing issue required to help ensure that contract activities are</p>		

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
			<p>supported that is acceptable to the Commonwealth within five business days of the vacancy.</p> <p>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.</p>		
SLA-010	Security and Privacy Incident Notification	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	<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 	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.	<p>By the 15th of each month, the vendor is to report on these standards as follows:</p> <ol style="list-style-type: none"> 1. 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

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
		<p>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.</p>	<ol style="list-style-type: none"> 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 		<ul style="list-style-type: none"> • 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	<p>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</p>	<p>HIE data, and especially data related to Medicaid beneficiaries' demographic and personal health information (PHI) must not be breached (accessed without authorization).</p>	<p>The 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 the PRMP policies and procedures. The PRMP shall assess up to \$10,000 for each day that a security</p>	<p>Data Breach notifications are covered in SLA-004 Operations Incident Management.</p>

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
		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.		breach attributed to the vendor goes unreported to PRMP after discovery of a security breach.	
SLA-012	HIE Service Enhancements	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.	The 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 the PRMP policies and procedures. The 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.	The 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 the PRMP policies and procedures. The 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.	N/A

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
SLA-013	CMS Certification	<p>CMS certification 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 process by performing certain required action 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 with CMS.</p>	<ol style="list-style-type: none"> 1. Provide all required documentation and evidence necessary to support the CMS Certification process. 2. Maintain the system to the standards required by CMS and ensure that CMS Certification is maintained throughout the period of Operations of the system by the vendor. Note 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. 	<p>For standard 1 below, if the PRMP does not receive all required documentation and evidence necessary to support the CMS Certification by the associated due date, the PRMP shall assess up to \$1,000 per business day for each day documentation and information is received late.</p> <p>For standard 2 below, the 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>	<p>By the 5th of each month, the vendor is to report on these standards as follows:</p> <ol style="list-style-type: none"> 1. Provide a written notification to PRMP of any documentation and/or evidence not completed or available by the due date. <p>Provide a written notification to PRMP of any maintenance or operational issues jeopardizing the CMS certification of the HIE.</p>

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
SLA-014	PRMP Queries and Requests	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.	<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. 	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.	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.

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
			4. Responses satisfying the queries or requests are received by PRMP at or before the accepted time commitment.		
SLA-015	Meeting Agendas	The vendor will prepare agendas. Meeting agendas will include the required information as detailed in this RFP's Deliverables Dictionary.	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.	Up to 1% of monthly operating costs, as assessed by PRMP	N/A
SLA-016	Meeting Minutes	The vendor will publish meeting minutes. Meeting minutes will include the required information as detailed in this RFP's Deliverables Dictionary.	The vendor will publish meeting minutes it attends no later than two (2) Business Days after the meeting, unless waived by PRMP.	Up to 1% of monthly operating costs, as assessed by PRMP	N/A
SLA-017	Change Request Tracking and Responses	Change requests are anticipated as inevitable for the HIE services. The contract will establish a change request procedure.	1. Tracking: The vendor must provide an online database or shared spreadsheet of Change Requests and resulting Change Orders to	For Standard 1 below (tracking): The PRMP shall assess up to \$200 per business day for each day the database and search capability is not fully	The required database and responses provide an appropriate level of reporting for this SLA. Change Requests and Change Orders will be

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
		<p>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.</p>	<p>include the entire history that is searchable by date, status, priority, title, and 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>2. Responses: Comprehensive and accurate responses from the vendor to all Change Requests – including the proposed solution, cost, and time frames – must be delivered to the PRMP within fifteen (15) business days of receipt of a PRMP Change Request.</p>	<p>available. The 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.</p> <p>For Standard 2 below (requests): The 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, the PRMP shall assess up to \$100 per business day until an acceptable response is received.</p>	<p>reviewed in monthly status meetings.</p>

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
SLA-018	HIE Turnover	In the event that the vendor or PRMP terminate 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>1. The vendor must provide to the PRMP or its designee, within seven (7) business days of notice of termination the following information:</p> <ul style="list-style-type: none"> a. Copies of all subcontracts and third-party contracts executed in connection with the services and solution, including utility services b. 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 c. 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 	The 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.	The contract will specify termination notification requirements. There are no additional reporting requirements associated with this SLA.

ID	SLA Subject Area	Definition	Performance Standard	Contract Remedies	Reporting
			<p>d. Licenses for software utilized in the operation of the HIE</p> <p>e. All updated computer software programs, data and reference tables, scripts, and other documentation and records required by the PRMP or its designee to operate the system</p> <p>f. Source code</p> <p>g. Other documentation as defined by the PRMP</p>		

Appendix 3: Terms for Filing a Review 3 L.P.R.A Section 9659

Any of the vendors that submitted a responsive proposal to 2024-PRMP-MES-HIE-001 will have the opportunity to challenge or appeal the award that results from the RFP and evaluation process.

To file an application for review according to 3 L.P.R.A Section 9659, the vendor must fill out and submit this form within 10 days of the Notice of Award as established in **Section 1.3: RFP Timeline**. If the form is not received in the period established in **Section 1.3: RFP Timeline**, then the application for review will not be considered. This form must be **hand delivered** in person or by courier to the following address:

Puerto Rico Department of Health

Legal Office

Centro Médico Edificio A

Antiguo Hospital de Psiquiatría

San Juan PR 00936

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

Application for Review for: RFP number 2024-PRMP-MES-HIE-001

Vendor's Legal Name

I _____ representing _____ company

hereby submit an application for review of 2024-PRMP-MES-001 to _____(awarded entity) due to the following reasons:

Please explain and detail the reasons below:

Representative Signature: _____

Date: _____

Appendix 4: Disclosure of Lobbying Activities (Vendor Only)

The vendor shall also disclose if any corporation was, or has been, hired to perform lobbying activities or notify if any partner or employees of the corporation are engaged in this type of activity and to what end.

This disclosure must be delivered via a written certification by the legal representative of the vendor. If there were no lobbying activities, then a negative certification must be sent as part of the process.

Failure to disclose this information **will result in disqualification from the process.**

Appendix 5: 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 FOR THE PUERTO RICO MEDICAID PROGRAM
FOR THE PROVISION OF IMPLEMENTATION AND OPERATIONS SERVICES FOR THE
CENTRALIZED PROVIDER ENROLLMENT AND CREDENTIALING MODULE**

APPEARING

FOR THE FIRST PARTY: The Puerto Rico Department of Health, herein represented by the Secretary of Health, **CARLOS MELLADO LÓPEZ, MD**, of legal age, married, a medical doctor and resident of San Juan, Puerto Rico, or by the Undersecretary of Health, **FÉLIX RODRÍGUEZ SCHMIDT, MD**, of legal age, married, a medical doctor and resident of Caguas, Puerto Rico, or by Chief Executive Administrator Officer, **ESDRAS VÉLEZ RODRÍGUEZ, ESQ.**, of legal age, married, attorney and resident of Guaynabo, Puerto Rico who may appear in representation of the Secretary of Health and are duly authorized to sign this Agreement by delegation made on March 16, 2021 by the Secretary of Health, in accordance with Act No. 81 of March 14, 1912, henceforth referred to as the **FIRST PARTY**.

FOR THE SECOND PARTY: _____ duly organized under the laws of the Commonwealth of Puerto Rico, represented in this act by its Legal Representative, _____, of legal age, single and resident _____ and duly authorized to execute this contract, hereinafter denominated as the **SECOND PARTY**.

NOW THEREFORE, pursuant to Act 81 of March 14, 1912, as amended, Circular Letter Number 07-93, issued on March 8, 1993, and the Administrative Bulletin No. OE-1991-24 issued on June 18, 1991 as amended by Administrative Bulletin No. OE-1992-52 issued on August 28, 1992, **BOTH PARTIES** agree as follows:

WITNESSETH

WHEREAS, the **FIRST PARTY** has the authority to engage professional, technical and consulting services that are necessary and convenient to advance, promote and benefit its activities, programs and operations;

WHEREAS, **BOTH PARTIES** agreed to this contract under the following:

CLAUSES AND CONDITIONS

1. **SERVICES:**

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

The HIE vendor will support the PRHIE by providing at a minimum the following services, as described in Section 4 of the RFP:

- 1. HIE Business Operations
- 2. HIE Technology Services

2. **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.

3. **TIMETABLE AND WORK SITE AND ASSIGNED STAFF:** The **SECOND PARTY** will work for the **FIRST PARTY** on a flexible schedule in its own facilities or those of the **FIRST PARTY** and complete the enhancements according to the terms stipulated in the proposal. Any change will be notified to the **FIRST PARTY**.

Within fifteen (15) calendar days after the execution of this contract, the **SECOND PARTY** will deliver to the **FIRST PARTY** a Staff Roster. The Staff Roster will disclose all staff assigned to work under the contract and it will contain at a minimum the following:

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

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

4. **COMPENSATION:** The **FIRST PARTY** shall be obligated to pay the **SECOND PARTY** up to a maximum of _____

Invoices will be submitted to the **FIRST PARTY** on a monthly basis, within the first ten (10) days following the period invoiced. The invoices will be detailed according to the services provided, as defined in the **FIRST CLAUSE** of this agreement.

The **FIRST PARTY** will not honor invoices submitted ninety days (90) or more after the services were rendered. The **SECOND PARTY** accepts and agrees to comply with this requirement and

understands that if the invoices are not submitted on a timely manner, it waives the right to get paid for services rendered.

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

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

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

The **FIRST PARTY** shall verify the invoices within twenty (20) working days of the receiving date of the invoice and, if they comply with the requirements set forth in this Agreement, it will process the payment to the **SECOND PARTY** within thirty (30) days of the approval of the invoice. The **FIRST PARTY** will promptly notify the **SECOND PARTY** any questions regarding invoices so that the **SECOND PARTY** can receive timely payment. Any edits or resubmittal of invoices requested by the **FIRST PARTY** shall restart the clock for time for submittal. The procedure for acceptance of deliverables is defined in the **FIFTH CLAUSE**, from which invoices must include, as attachments, all receipts of accepted final deliverables as proof of acceptance.

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

6. INDEPENDENT CONTRACTOR: **BOTH PARTIES** freely and voluntarily agree that under the terms of this agreement, no employer/employee relationship will be established and that the **SECOND PARTY** will act and render services as an independent contractor and further convene not to claim the **FIRST PARTY** for vacation or sick leave, retirement benefits, Christmas bonus, or for professional responsibility insurance policy. Nevertheless, the **FIRST PARTY** will make all discounts and allocations for Federal Social Security required by the Federal Internal Revenue Service Office, but **BOTH PARTIES** accept and acknowledge that with these discounts and allocations, no employer/employee relationship is established between the parties.

The **FIRST PARTY** may withhold from payment due to the **SECOND PARTY** for services rendered up to the 10% provided by act no. 257 of the year 2018 to amend section 1062.3 of the Internal Revenue Code (2011), as amended, in accordance with the regulations approved by the Secretary of the Treasury. In the case of partial relief provided in section (g) of section 1062.03

of the Code, the amendments introduced by act 257-2018 establish that the applicable retention shall be 6%.

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

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

7. REPORTS: The **SECOND PARTY** must submit all reports requested by the **FIRST PARTY** or its authorized representative concerning the services pledged and provided under the terms of this contract.

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

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

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

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

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

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

13. RESOLUTION AND TERMINATION:

General

Terms

This contract may be resolved prior to its termination date by any of the **PARTIES**, through written notification to the **OTHER PARTY**, with thirty (30) days previous notice from the date of the intended resolution, with no additional obligations from either **PARTY** (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.

The insufficiency of funds shall be just cause for the immediate termination or modification of the Compensation Clause of this contract. In the case of a modification of the Compensation Clause, the Services to be provided by the **SECOND PARTY** will be adjusted accordingly. However, in the case of an immediate termination for insufficiency of funds, reimbursement of wind-down costs (such costs are subject to the **FIRST PARTY'S** approval) incurred by the **SECOND PARTY** as detailed in **Appendix A** shall be payable.

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

1. The infringement or infringements by the **SECOND PARTY** of Act No. 1 of January 3, 2012, as amended, known as the "Puerto Rico Government Ethics Act", as amended.

2. The **SECOND PARTY'S** uncured material breach of its responsibilities, or the abandonment of its material responsibilities as set forth in **CLAUSE ELEVENTH: MATERIAL BREACH OF OBLIGATIONS OR ABANDONNEMENT**.
3. The non-compliance by the **SECOND PARTY** of the regulations and procedures established by the **FIRST PARTY** communicated in writing and with reasonable advance notice to the **SECOND PARTY**.
4. The conviction or the determination of probable cause against the **SECOND PARTY** for the commission of a crime or offense against the public treasury or government administration or that involves public funds or properties, be it in the federal or state levels.
5. If the **SECOND PARTY** incurs and acts as described in **CLAUSE TWENTY THIRD** of this contract.
6. If the **SECOND PARTY** is accused, administratively or criminally, or convicted, of the fraudulent acquisition of any credentials.
7. If the **SECOND PARTY** loses its professional license or does not maintain its professional license up to date.
8. Cancellation of the professional liability policy of the **SECOND PARTY**, described in **CLAUSE TWENTY NINTH** of this contract.
9. If the **SECOND PARTY** violates HIPAA requirements as defined in **CLAUSE THIRTEENTH** of this contract.
10. The Governor's Chief of Staff shall have the power to terminate this contract at any time.

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).
11. The breach of any of the established policies by the Financial Oversight and Management Board related to contractual relations with the Government of Puerto Rico and its instrumentalities, applicable to the **SECOND PARTY**. (FOMB POLICY: REVIEW OF CONTRACTS of November 6, 2017, modified on April 30, 2021).
12. The breach with the provisions of Executive Order OE2021-029 of April 27, 2021 or any subsequent amendment to it when applicable.

Furthermore, the Governor's Chief of Staff will have the power to terminate this contract at any moment during its term. However, in the case of an immediate termination, reimbursement of wind-down costs (such costs are subject to the **FIRST PARTY'S** approval) incurred by the **SECOND PARTY** as detailed in **Appendix A** shall be payable.

It is expressly agreed upon, that the **SECOND PARTY** shall complete any work pending at the time of resolution without the **FIRST PARTY** being obligated to pay or additionally compensate

the **SECOND PARTY** beyond amounts due for the Deliverables received and accepted by the **FIRST PARTY**.

Termination

Assistance

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

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

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 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:

- a. Computer programs
- b. Data files
- c. User and operations manuals
- d. System and program documentation

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

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 Turnover Results Report that documents completion and results of each step of the Turnover and Closeout Management Plan.

C.1 Turnover and Closeout Management Plan

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

- I. Transition Approach;
- II. Staffing;
- III. Tasks;

- IV. Schedule; and
- V. Operational documentation and work artifacts.

The Turnover and Closeout Management Plan will include:

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

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

C.2 Statement of Resources

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

C.4 Transition Deliverables

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

In the event the **FIRST PARTY** elects to pursue any of the two (2) optional years as set forth in **Clause Second** of this Contract, the **SECOND PARTY** agrees to the prices for its work indicated in its Statement of Work (SOW) to the **FIRST PARTY** as follows:

14. MONETARY INTEREST:

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

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

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

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

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

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

16. FORMER GOVERNMENT EMPLOYEES:

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

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

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

_____ The **SECOND PARTY** certifies that not more than two (2) years have passed from the termination of the functions of one or some of its officers, directors and/or partners as public servants, nevertheless *ad honorem* services were being rendered according to the provisions of Section 4.6 of the Government Ethics Office Organic Act.

_____ The **SECOND PARTY** certifies that one or some of its officers, director and/or partners have been public servants for the **FIRST PARTY**, and that 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.

17. CRIMES AGAINST THE PUBLIC TREASURY:

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

The **SECOND PARTY** acknowledges its obligation to inform, on a continuous basis and while this contract is on effect, of any circumstance related with the status of an ongoing investigation based on a commission of a crime against the public treasury, the public faith and duty, against

government execution or that involves public property or funds, whether state or federal.

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

18. CONFIDENTIALITY: BOTH PARTIES agree to maintain in strict confidentiality and shall not make public all of **EACH PARTY'S** disclosed information related to the services to be rendered under this contract.

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

1. Maintain available for examination by the **FIRST PARTY** or the Office of the Comptroller of Puerto Rico at all times, all files, documents, books and data pertaining to all matters covered by this contract.

2. Preserve all files and any other document pertaining to this contract for a period of six (6) years after the expiration of this contract. If an audit has been started and it has not been completed at the end of the six (6) years, the files must be preserved until the final results of the audit are issued.

20. NON-TRANSFERABILITY: The services to be provided by the **SECOND PARTY** under this contract shall not be transferable without previous notice and approval of the **FIRST PARTY**. Their delegation to other parties will be just cause for the immediate termination of this contract. The **SECOND PARTY** will be responsible for any direct or indirect damages or detriment which might be caused to the **FIRST PARTY** because of the breach of this clause.

21. **INSURANCE POLICIES:**

THE SECOND PARTY will maintain in force during the period of this Agreement the following insurance policies:

1. Commercial General Insurance with limits no less than \$1,000,000 with an aggregate of \$2,000,000.

2. Commercial Auto Liability with limits no less than \$300,000 and the following forms: Non-Owned Autos, Owned Autos, and Hired Autos.

3. Professional Liability Insurance with limits no less than \$1,000,000.

4. 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.

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

23. INCOME TAX CERTIFICATION:

_____The **SECOND PARTY** certifies and warrants that it has fulfilled its income tax obligations and does not have any tax debts with the Commonwealth of Puerto Rico for the past five (5) years prior to the signing of this contract. It further certifies that it has no outstanding debts with the government, such as any income tax debts, excise taxes, real estate or property taxes, including any special liens, license rights, payroll source taxes payment withholdings, interest income, dividend income, annuities income, salaries and any other income for any other concept.

OR

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

OR

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

AND

The **SECOND PARTY** shall submit, in original format, a Department of the Treasury’s Income Tax Return Filing Certification, Form SC 6088, if pertinent, a Manual Correction to the Income Tax Return Filing Certification (Form SC 2888) and Tax Return Filing Certification (Form SC 6096), and the Center for Municipal Revenue Collection (CRIM) Certification of Property Tax Payment. In the event the **SECOND PARTY** does not own property, and does not pay property taxes, the **SECOND PARTY** shall submit a sworn statement, pursuant to the requirements of

terms on Circular Letter 1300-16-16 of the Department of the Treasury, and a Debt Certification for all concepts that are part of this contract.

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

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

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

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

OR

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

OR

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

OR

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

AND

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

The **SECOND PARTY** also undertakes to submit, with its latest invoice, Model SC-2927, IVU Debt Certification issued by the Department of the Treasury. The **SECOND PARTY** accepts and acknowledges that the last payment to be made under the contract will only be processed if the Debt Certification indicates that the **SECOND PARTY** has no debt with the Department of the Treasury. If there is debt, the **SECOND PARTY** undertakes to cancel it by withholding the payments to which it is entitled to receive for the services that are the object of this contract.

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

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

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

The **SECOND PARTY** certifies that it 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.

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

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

27. COMPLIANCE WITH ACT NUMBER 168 OF AUGUST 12, 2000:

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

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

_____ The **SECOND PARTY** certifies and warrants that it is not required to comply with the provisions of Act No. 168 of August 12, 2000, known as the "Act for the Enhancement to the Support of the Elderly in Puerto Rico", by which the Program for the Support of the Elderly is established and ascribed to the ASUME, the breach of this clause shall result in immediate termination of this contract.

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

28. CERTIFICATION REGARDING DEPARTMENT OF LABOR AND HUMAN RESOURCES

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

_____ Unemployment Insurance

_____ Temporary Disability

_____ Chauffeur’s Insurance

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

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

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

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

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

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

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

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

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

iv. The **SECOND PARTY** shall ensure that any agent(s) or subcontractor(s) agree, in writing, to the same conditions and restrictions that apply to the **SECOND PARTY** regarding the privacy

of said information as detailed in 45 C.F.R. § 164.502 (e)(1)(ii), § 164.504(b)(2) and §164.504(e)(2)(ii)(D).

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

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

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

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

- i. Maintain systems that protect PHI, either through physical or electronic means, from unauthorized access and maintain compliance with the HIPAA electronic security rules, including but not limited to, electronic risk analysis.
- ii. Previous written request to the **FIRST PARTY**, to allow access to the PHI owner individual to his/her health information, in compliance with the **FIRST PARTY'S** policies that only the minimum necessary information be disclosed with any PHI request.
- iii. Maintain a registry of shared PHI, with access to the **FIRST PARTY**, as required by 45 C.F.R. § 164.528.
- iv. Immediately inform the **FIRST PARTY** of any unauthorized use or disclosure as soon as it has knowledge.
- v. Require that any subcontractor or agent follow the restrictions and conditions that are applicable to the **FIRST PARTY** in the management of PHI, including electronic medical information. The **SECOND PARTY** shall, upon request from the **FIRST PARTY**, share the flow-down process undertaken with contractors in the management of PHI.
- vi. Incorporate any amendment to the individual information that is transmitted by the **FIRST PARTY**.
- vii. Make available for inspection by Department of Health and Human Services (DHHS) personnel its internal practices, books and records related to the use and disclosure of PHI received from the **FIRST PARTY**.

- viii. The **SECOND PARTY** shall return to the **FIRST PARTY**, all the PHI that it possesses upon contract termination.
 - ix. The **SECOND PARTY** will be responsible for maintaining the security and integrity of the **FIRST PARTY'S** patients, in particular the information that is shared through mobile electronic devices. Therefore, the **SECOND PARTY** shall be obligated to comply with the following requirements:
 - a. The management of PHI by electronic means of the **FIRST PARTY'S** patients, the **FIRST PARTY'S** programs, clinics, hospitals and other direct service areas, shall be done through the equipment provided by the **FIRST PARTY**.
 - b. The management of PHI through other mobile methods is limited to extreme circumstances in which its exchange is necessary to preserve the health and security of the patients and when the communication is between duly authorized healthcare professionals by the covered entity that is sharing the PHI. In these circumstances, the information to be shared will be identified in such manner that it does not identify the patient receiving health services.
 - c. In any other case, the exchange, possession and/or use of PHI under the custody of the Department of Health and its employees through electronic means is prohibited, such as:
 - i. Cell phones
 - ii. Portable computers (when their use is outside of the **FIRST PARTY'S** premises and/or the device does not have encryption capabilities, acceptable to the **FIRST PARTY**) or any other portable electronic device
 - iii. Flash drives
 - iv. Portable discs
 - v. Any other method of information exchange that is not authorized by the **FIRST PARTY**
- E. The **SECOND PARTY** shall be responsible for the requirements listed in subpart C of 45 C.F.R. § 164 relative to compliance with electronic PHI (ePHI). The **SECOND PARTY** shall immediately inform the **FIRST PARTY** as soon as it has knowledge regarding the use or disclosure of any electronic security incident where the PHI of program participants may be compromised as required by 45 C.F.R. § 164.410. Any expense generated because of the violation of PHI or ePHI management requirements shall be the responsibility of the **SECOND PARTY**.
- F. The **SECOND PARTY**, at its own expense, shall be responsible for notifying each patient and participant that an electronic security breach has occurred that affects or compromises their PHI, and will proceed to report the incident to the United States of America (U.S.) Department of Health and Human Services Office of Civil Rights in compliance with the Health Information Technology for Economic and Clinical Health Act, and the Genetic Information Nondiscrimination Act, and will report to the **FIRST PARTY** of all activities undertaken to resolve the incident. Additionally, the **SECOND PARTY** shall file a report with the **FIRST PARTY'S** HIPAA Office.

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

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

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

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

32. COMPLIANCE WITH ACT NUMBER 127 OF MAY 31, 2004: **BOTH PARTIES** acknowledge and accept that none of the obligations and stipulations in this contract are enforceable until this contract is duly presented and registered by the Comptroller of the Commonwealth of Puerto Rico as per Act Number 18 of October 30, 1975, as amended, by Act Number 127 of May 31, 2004.

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

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

35. SUBCONTRACTING:

The **SECOND PARTY** shall not subcontract with any private entity with the purpose of delegating the essential services object of this contract. The **SECOND PARTY** shall only subcontract for personal services and professional and consulting services with the only purpose 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**.

36. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE:

The **SECOND PARTY** agrees to provide all necessary documentation and to provide the **FIRST PARTY** with evidence of having the Data Universal Numbering System (DUNS) number. In addition, the **SECOND PARTY** must be registered and have an active account in the System for Award Management (SAM). After receiving the aforementioned information, the First Party will register the **SECOND PARTY** in the FFATA Sub-award Reporting System (FSRS) in order to comply with the Federal Funding Accountability and Transparency Act (FFATA).

37. OTHER PROVISIONS:

_____The **SECOND PARTY** acknowledges that it renders services under contract for _____ and that the services provided under such contract do not enter in conflict in any way, with the services to be provided under the terms of this contract.

38. ULTRAVIRES: IN ACCORDANCE WITH THE RULES OF LAW AND THE STANDARDS THAT GOVERN THE CONTRACTING OF SERVICES, THE PERSONS APPEARING FOR THIS CONTRACT ACKNOWLEDGE THAT NO SERVICES SHALL BE PROVIDED UNDER THIS CONTRACT UNTIL IT IS SIGNED BY BOTH PARTIES. LIKEWISE, NO SERVICES WILL BE PROVIDED UNDER THIS CONTRACT AFTER THE EXPIRATION DATE, EXCEPT IN THE CASE THAT AT THE EXPIRATION DATE, AN AMENDMENT IS ALREADY IN PLACE SIGNED BY BOTH PARTIES. THE SERVICES PROVIDED IN VIOLATION OF THIS CLAUSE SHALL NOT BE PAID, DUE TO THE FACT THAT ANY OFFICIAL WHO MIGHT REQUEST AND RECEIVE SERVICES FROM THE OTHER PARTY, IN VIOLATION OF THIS PROVISION, WILL BE DOING IT WITHOUT ANY LEGAL AUTHORITY.

CLAUSE 40. CERTIFICATION OF COMPLIANCE WITH ACT NO. 73 OF JULY 19, 2019, AS AMENDED: SINGLE REGISTRY FOR PROFESSIONAL SERVICES PROVIDERS (RUP, FOR ITS SPANISH ACRONYM):

The **SECOND PARTY** will submit to the **FIRST PARTY** the compliance certification (Eligibility Certificate) of the RUP, issued by the General Services Administration (ASG, for its Spanish acronym), under the pertinent category for the services to be provided under this contract.

The **SECOND PARTY** hereby recognizes and accepts that no services shall be rendered, nor 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**.

CLAUSE 41. CERTIFICATION OF COMPLIANCE WITH THE POLICIES ESTABLISHED BY THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD (FOMB):

The **SECOND PARTY** certifies knowledge of the policies established by the **FOMB** (FOMB POLICY: REVIEW OF CONTRACTS of November 6, 2017, modified on April 30, 2021, available at www.oversightboard.pr.gov/contract-review/), related to contracts, inclusive of any amendments, modifications or extensions, with an aggregate expected value of **\$10,000,000.00** or more, which must be submitted to the **FOMB** for review and approval prior to its execution, subject to the following requirement:

- The information included in Appendix C of the **FOMB** (Contractor Certification Requirement) is complete, accurate and correct. When applicable, the information provided shall include the name of every principal (individuals and/or entities with full authority to act on behalf of the **SECOND PARTY**) and principal interested party (individuals or entities with a property or membership interest, equal or higher than ten percent (10%)), including **SECOND PARTY'S** subcontractors.

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

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

CLAUSE 42. TRANSFER OF SKILLS AND TECHNICAL KNOWLEDGE CERTIFICATION: The Certified Fiscal Plan requires that all professional services contracts include the adequate transfer of skills and technical knowledge from the **SECOND PARTY** to the **FIRST PARTY'S** pertinent personnel, to the extent that such contract contemplates recurring professional services that could be performed by appropriately trained **FIRST PARTY'S** staff. To those effects, the **SECOND PARTY** certifies that:

_____ Adequate skills and technical knowledge will be transferred to the pertinent **FIRST PARTY'S** personnel, as stipulated under this Contract.

_____ Skills and technical knowledge are not required to be transferred, due to the fact that the professional services contemplated under this Contract are non-recurring and they may not be performed by existing staff of the **FIRST PARTY**.

_____ Skills and technical knowledge are not required to be transferred, due to the fact that the professional services contemplated under this Contract are specialized and/or require independence in order to be performed, as defined by the Financial Oversight and Management Board's Code of Conduct and they may not be performed by existing staff of the **FIRST PARTY**.

CLAUSE 43. CERTIFICATION IN COMPLIANCE OF EXECUTIVE ORDER OE2021-029 OF APRIL 27, 2021, ISSUED BY THE HONORABLE GOVERNOR OF PUERTO RICO, PEDRO R. PIERLUISI:

Proforma Contract Appendix B

Business Associate Agreement

In the event of any conflict among the terms of the Agreement (excluding Proforma Contract Appendix B (*Business Associate Agreement*)) and the terms and conditions of this Proforma Contract Appendix B (*Business Associate Agreement*), 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, Antiguo Hospital de Psiquiatría, Edif. A, Centro Médico, San Juan, PR 00936 (“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

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 considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. 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.

II. 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 a 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.

1. 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.

2. 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:
 - a. Pings on a firewall;
 - b. Port scans;
 - c. Attempts to log on to a system or enter a database with an invalid password or username; and
 - d. 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).

III. 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.

IV. 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.

V. Specific Use and Disclosure Restrictions

- a) 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 healthcare operations, as that term may be amended from time to time, and

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

- b) 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).
- c) 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:
 - 1. 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
 - 2. 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

3. The purpose of the exchange is the healthcare operation specifically described in subparagraph (iv) of paragraph (6) of the definition of healthcare operations at 45 CFR 164.501 and pursuant to 164.506(a), or
4. 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
5. 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
6. The purpose of the exchange is otherwise determined by the Secretary in regulations to be similarly necessary and appropriate.

VI. Obligations of Covered Entity

- a) 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.
- b) 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.
- c) 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.
- d) Covered Entity agrees to disclose to Business Associate only the minimum amount of PHI necessary to accomplish the services covered in the Transaction Document.
- e) 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.

VII. 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.

VIII. 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 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 the 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.

COVERED ENTITY

BUSINESS

ASSOCIATE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix 6: Procurement Library

Table: Procurement Library details information and documentation pertinent to the procurement. Not all the information contained within **Table: Procurement Library** has a corresponding attachment.

Table 22: 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	N/A
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	Privacy Act of 1974	https://www.justice.gov/opcl/privacy-act-1974
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/
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 CCDA Implementation Guide	https://www.medicaid.pr.gov/Home/AvisosPublicos/

ID	Document / Information	Website (if applicable)
PL-018	Methods States Use to Promote Health Information Exchange, Civitas Networks for Health	https://www.civitasforhealth.org/hduframework/
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

Appendix 7: Acronyms, Abbreviations, and Terms Glossary

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

Table 23: 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
HITECH	Health Information Technology for Economic and Clinical Health Act
HL7	Health Level-7
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
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

Acronym	Term
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
OBC	Outcomes Based Certification
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
PRMP	Puerto Rico Medicaid Program
PRPCAN	Puerto Rico Primary Care Association Network
PSM	Plan de Salud Menonita
RFP	Request for Proposals

Acronym	Term
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