



HEALTHY START MOMCARE NETWORK, INC.
INVITATION TO NEGOTIATE
ITN # 2021-01

INFORMATION TECHNOLOGY
SECURITY ASSESSMENT AS A SERVICE:
HITRUST CSF CERTIFICATION

2002 Old St. Augustine Rd.
Suite E45
Tallahassee, FL 32301

HEALTHY START MOMCARE NETWORK, INC.

INVITATION TO NEGOTIATE # 2021-01

SECTION I: Purpose

The Healthy Start MomCare Network, Inc. (“Organization”) invites qualified vendors to submit proposals and remain open to negotiations to provide assessment and related services as required in connection with Organization obtaining certification from the HITRUST Common Security Framework (CSF) under the HITRUST CSF Assurance Program (“CSF Assessor Services”)

OBJECTIVE

The Healthy Start MomCare Network, Inc. is a 501(c)3 organization that serves as the administrative service organization for all Florida Healthy Start Coalitions. It is the primary contract representative with the Florida Agency for Health Care Administration (“AHCA”) to provide risk appropriate care coordination and other services to pregnant women, infants and children who are identified as at-risk for poor birth, health and developmental outcomes, and any other program or purpose permitted by law pursuant to Sections 409.975(4)(a) and 409.906(11) of the Florida Statutes (2015) and in accordance with a federal Medicaid waiver.

The Organization invites qualified vendors to submit proposals to provide CSF Assessor Services. It is the intent of the Organization to contract with a qualified vendor with healthcare experience and whose services can facilitate incorporating the regulatory compliance requirements of the HIPAA Privacy and Security Rule. The CSF Assessor will provide assessment services to assist the Organization in demonstrating compliance with the requirements of existing standards and regulations including federal (HIPAA, HITECH), third party (PCI, COBIT) and government (NIST, FTC) limited to the scope applicable to the Organization based on its current activities. The CSF Assessor shall provide trained resources to Organization to assess how well Organization is managing its privacy and security infrastructure, ongoing management of Information Security policies, procedures and technical systems in order to maintain the confidentiality, integrity and availability of all Organization information systems in compliance with security control requirements of the HITRUST CSF. If needed, the CSF Assessor shall document corrective action plans that align with the CSF, and assist Organization with its interim assessment within twelve months following its initial attainment of HITRUST CSF Certification, to evaluate whether Organization has made improvements on the corrective action plan, and assist Organization in that effort.

The Organization reserves the right to modify the Scope and Specifications, as circumstances require. The obligations of the Organization under this award are subject to the terms and conditions established by the Legislature of the State of Florida and contract approval by the Healthy Start MomCare Network, Inc. Board of Directors.

ITN documents are posted on Healthy Start MomCare Network website www.healthystartmomcarenetwork.org in the “News” section and may also be requested via email.

DEFINITIONS

For the purpose of this Invitation to Negotiate (ITN):

Respondent shall mean the vendor submitting a response to this ITN

Organization shall mean the Healthy Start MomCare Network, Inc.

AHCA shall mean the Agency for Health Care Administration

Contact information for the purpose of this ITN shall mean:

Katie Scherdin
Project Manager
2002 St. Augustine Rd., Suite E-45

EVALUATION AND SELECTION PROCESS

The selection process will be based on the responses to this ITN. Responses from each of the ITN sections will be evaluated separately; however, efficient and cost-effective integration of any of these services will be considered. The following will be the basic criteria for evaluating all responses. Additional criteria are listed in each of the separate ITN sections.

Basic Selection Criteria:

1. Ensure all proposal requirements, conditions and instructions are met as set forth in this ITN for each service (Section II: Invitation to Negotiate).
2. Ensure vendor stability by reviewing statistics and other information provided by the Respondent.
3. Review references, verifying exemplary service levels for similar CSF Assessor Services and evaluate experience with providing such services to non-profit entities similar to Organizations. Experience with administrative service organizations will be considered.
Ensure Respondent is equipped to best address the technological assessment needs of the Organization and assist Organization to understand and implement information safeguards to protect the confidentiality, integrity and availability of protected health and other sensitive information, and meet any other legal and compliance requirements as may be necessary for achieving HITRUST CSF Certification.
4. Ensure Respondent best addresses the overall goals, objectives and mandatory service requirements as set forth in this ITN.
5. Ensure Respondent is an authorized HITRUST CSF External Assessor Organization, approved to perform services in accordance with the CSF Assurance Program and the HITRUST CSF.
6. Ensure Respondent provides service in an effective and efficient manner which includes designating a specific HITRUST CSF Practitioner for the Organization who has the background, experience, training, and understanding to effectively assess Organization's compliance with the HITRUST CSF based on prior healthcare knowledge and experience.
7. Ensure that the overall services are the most cost advantageous. The Respondent's recommendation to appropriately scale, and keep the scope of the HITRUST requirements manageable, and the full cost of implementation will be considered during the selection process.

The Organization reserves the right to reject any or all proposals, to waive any non-material irregularities or informalities in any proposal, to request additional clarification of proposals, to be the sole judge of suitability of the services for its intended use and further, specifically reserves the right to make the award in its best interests.

Award Criteria:

1. Proposals will be evaluated, and vendor(s) selected based on services, cost of those services, experience, stability, personnel/organization, references and ability to perform. The Organization reserves the right to reject any Respondent that does not meet the qualifications stated in the proposal. The Organization shall be the sole judge of compliance and/or qualifications.
2. The Organization shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Organization reserves the right to investigate the stability, reputation, integrity, skill, business experience and quality of performance under similar operations of each respondent, before making an award. Awards, if any, will be based on both an objective and subjective comparison of proposals and respondents. The Organization's decisions will be final.
3. The Organization will choose the respondent(s) submitting the best, most responsive proposal to satisfy

the Organization's needs. The contract will be awarded based on a consideration of many factors to assess Respondent's ability to provide the necessary CSF Assessor Services, and consequently may not be awarded to the respondent(s) submitting the lowest price proposal.

Selection:

The Organization's selection committee (the "Committee") will review all proposals received and establish a list of selected Respondents deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Committee may submit a recommended vendor, a "short list" or a combination thereof to the Organization's Board of Directors for approval. The Committee may request oral presentation from the Respondents. Respondents are advised that the Organization reserves the right to conduct negotiations with the most qualified Respondent but may not do so. Therefore, each Respondent should endeavor to submit its best proposal initially.

Interviews:

The Organization reserves the right to conduct personal interviews or require presentations prior to selection. The Organization is not responsible for any expenses which Respondents may incur in connection with a presentation to the Organization or related in any way to this ITN.

Request for Additional Information:

The Respondent shall furnish such additional information as the Organization may reasonably require. This includes information, which indicates resources as well as ability to provide the services. The Organization reserves the right to investigate the qualifications of the Respondent as it deems appropriate, including but not limited to, background investigations at the entity level, and that of officers, directors, executives, and any individuals identified to be involved in providing CSF Assessor Services to Organization. Failure to provide additional information requested may result in disqualification of the proposal.

Proposals Binding:

All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following opening. The Organization may desire to accept a proposal after this time. In such case, Respondents may choose whether or not to continue to honor the proposal terms.

Irregularities, Rejection of Proposals:

The Organization reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Organization as non-responsive or irregular. The Organization reserves the right to reject any proposal for any reason, including, but without limitation, if the Respondent fails to submit any required documentation, if the Respondent is in arrears or in default upon any debt or contract to the Organization or has failed to perform faithfully any previous contract with the Organization or with other governmental jurisdictions. All information required by this ITN must be supplied to constitute a proposal.

Representations and Warranties

In submitting a proposal, Respondent warrants and represents that:

1. Respondent is an authorized HITRUST CSF External Assessor Organization, having met all HITRUST requirements to successfully perform assessments and services in accordance with the CSF Assurance Program and HITRUST CSF and employing at least 5 Certified CSF Practitioner (CCSFPs) and 2 Certified HITRUST Quality Professional (CHQPs).
2. Respondent has examined and carefully studied all data provided, and any applicable addenda; receipt of which is hereby acknowledged.
3. Respondent is familiar with and compliant with all federal, state and local laws and regulations that may

affect cost, progress and performance of the goods and/or services in their proposal.

4. Respondent has given the Organization written notice of all conflicts, errors, ambiguities, or discrepancies that the Respondent has discovered in this ITN and any addenda thereto, and the written resolution thereof by the Organization is acceptable to Respondent.
5. The ITN is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
6. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Organization has any interest, financially or otherwise, in the ITN or contract.

TERMS AND CONDITIONS

The terms, specifications and conditions of this proposal constitute the total agreement and no further conditions will be accepted.

The successful Respondent shall be awarded a contract effective from the date of the contract, and continuing for two (2) years following the date the Organization first attains HITRUST CSF Certification, as will allow for Respondent to assist Organization with its interim assessment within twelve months following its initial attainment of HITRUST CSF Certification, and to evaluate whether Organization has made improvements on the corrective action plan, and assist Organization in that effort. This contract may be renewable by mutual agreement of the parties in additional 2 year terms as will allow Respondent to continue to assist Organization in maintaining its HITRUST CSF Certification as may be required to be re-validated by the HITRUST Alliance from time to time. Option for renewal will only be exercised upon mutual written agreement and with the original terms, conditions and unit prices adhered to with no deviations. Any renewal will be subject to appropriation of funds by the Organization. The Organization, in its sole discretion, reserves the right to negotiate terms and conditions with the successful Respondent.

The Organization shall retain the right to cancel the contract at any time for cause. Such cause for cancellation may include the failure of the contracted Respondent to complete or provide the specified services, or by a violation of the Mandatory Requirements (listed below). If the Respondent is not performing within the terms and conditions set forth by Healthy Start MomCare Network, Inc., the Executive Director of the Organization will notify the respondent that the contract will be terminated within thirty (30) calendar days for cause from the date of the notification letter. The Organization shall retain the right to cancel the contract at any time without cause with a ninety (90) calendar day written notice. The Organization reserves the right to not renew the contract by providing a ninety (90) calendar day written notice prior to renewal date to respondent. If the contract is canceled, the Organization may elect to award the contract to the next ranked respondent or reissue the ITN, whichever is in the best interest of the Organization. This contract may be canceled in whole or in part by either party by giving a ninety (90) calendar day prior notice in writing to the other party. Any such notice or demand hereunder by either party to the other shall be affected by registered or certified mail, return receipt requested and shall be deemed communicated forty-eight hours after mailing. The obligations of the Organization under this award are subject to the terms and conditions established by the Legislature of the State of Florida.

Any and all costs associated with the preparation of a response to this ITN are the responsibility of the Respondent and are not to be passed on to the Organization.

Proposals will NOT be accepted unless cost proposals and all required ITN Attachments are included.

Since terminology may vary, respondents are required to conform to this template. Exceptions to the proposal specifications should be listed separately and defined, or they will be invalid.

The specific details shown herein shall be considered minimum unless otherwise indicated. The specifications, terms and conditions included with this ITN shall govern in any resulting contract(s) unless approved otherwise in writing individually by the Organization.

TIMELINE

Thursday, April 1, 2021	Posting of Notice of Invitation to Negotiate www.healthystartmomcarenetwork.org
10:00am EST, Friday, April 16, 2021	Bidder's Conference Call Zoom: https://us02web.zoom.us/meeting/register/tZEpf-uqpjsiHtNgIxcrMgW82KKDOeVFN-x9
Friday, April 23, 2021	Last day to present written questions for ITN #2021-01
Friday, April 30, 2021	Invitation to Negotiate Proposals due
May 3 – 7, 2021	Review
May 10-14, 2021	Negotiations
Tuesday, June 8, 2021	Approval by Board of Directors
Wednesday, June 9, 2021	Anticipated Notice of Award
Thursday, July 1, 2021	Commencement of contract

INSTRUCTIONS

Questions concerning this Invitation to Negotiate shall be directed to Katie Scherdin, at e-mail address kscherdin@hsmnetwork.org, and to no other person or department at the Organization. Questions and requests must be by e-mail and must be received no later than Friday, April 23, 2021. All questions should contain the following information: ITN # 2021-01, Respondent name, address, phone number, email address, and specific questions or comments. Answers to questions will be issued via e-mail to all respondents who received the ITN.

Healthy Start MomCare Network, Inc. reserves the right to award, at its sole discretion, all or part of the required service(s) to one or more qualified Respondents. A respondent is not required to submit on all requested services to be considered for award.

All services shall meet or exceed the requirements as stated in Security Information Services Requirements in Section II.

All submittals shall include a complete response to the proposal requirements that the proposer is bidding on.

Exhibit 1: HITRUST Administrative Detail and Scoping Factors

Exhibit 2: Respondent's Certification

Proposals:

1. Submission

Respondents shall submit one (1) original and three (3) copies of the proposal in a sealed package. The package shall be clearly marked on the outside as follows:

To: Healthy Start MomCare Network ITN #2021-01

Re: Information Technology Security Assessment as a Service: HITRUST CSF Certification

Submitted by:

Address:

- Proposals shall be submitted in person or by mail. Email submittals are not accepted.
- Late submittals, additions, or changes will not be accepted and will be returned to the respondent unopened.
- Due to the irregularity of mail service, the Organization cautions Respondents to assure actual delivery of proposals to the Organization prior to the deadline set for receiving proposals. Telephone or email confirmation of timely receipt of the proposal may be made by contacting Katie Scherdin, Project Manager.
- Respondents may withdraw their proposals by notifying the Organization c/o Katie Scherdin,

Project Manager in writing at any time prior to the opening.

- e. Proposals, once opened, become property of the Organization and will not be returned.

2. Format

- a. In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized and include a Table of Contents, Timeline and clear Scope of Work. All information submitted by the Respondent shall be printed, typewritten or competed in ink. Proposals shall be signed in ink. Multiple copies may be included in a single envelope or package properly sealed and identified.
- b. All proposals shall be submitted as specified in this ITN. Any attachments shall be clearly identified. If publications are supplied by a respondent to answer to a requirement, the response should include reference to the document number and page number.
- c. Respondents shall prepare their proposals using the following format:

- i. Letter of Transmittal

This letter will summarize in a brief and concise manner, the Respondent's understanding of the scope of services and make a positive commitment to provide its services on behalf of the Organization. The letter must name all persons authorized to make representations for or on behalf of the Respondent, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Respondent must sign the letter of transmittal.

- ii. Title Page

The title page shall show the name of Respondent's institution, address, and telephone number, name of contact person, date, and the ITN #2021-01 and Information Technology Security as a Service: HITRUST CSF Certification.

- iii. Table of Contents

Include a clear identification of the material by section and by page number.

- iv. Organization Profile and Qualifications

This section of the proposal must describe the Respondent, including the size, range of activities, and experience providing similar services.

Each Respondent must include:

- Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- Documentation that it is authorized as an HITRUST CSF External Assessor Organization.
- Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Organization's primary contact and provide the person(s) background, training, experience, qualifications and authority.
- Disclosure of any officer, director, or agent who is related to or is an employee or director of the Healthy Start MomCare Network, Inc.

- v. Experience

The Respondent must describe its expertise in and experience with providing services similar to those required by this ITN. Describe previous experience relating to the services requested in this ITN.

vi. Cost Detail

Complete breakdown of all costs and description of services presented within the proposal. This should also include a general proposed timeline of events to be completed at each stage of the HITRUST CSF Assessment and Certification process, as well as pricing for an interim assessment within twelve months of attaining HITRUST CSF Certification, and assistance to Organization in advance of the interim assessment to implement improvements required by any corrective action plans.

vii. Additional Information

Any additional information which the Respondent considers pertinent for consideration should be included in a separate section of the proposal.

viii. Respondent's Certification Form

Each respondent shall complete the "Respondent's Certification" form included as ITN Exhibit 2 and submit the form with the proposal. **This form must be acknowledged before a notary public with notary seal affixed on the document.**

SECTION II: INVITATION TO NEGOTIATE

HITRUST CSF EXTERNAL ASSESSOR REQUIREMENTS

The HITRUST CSF External Assessor service requirements as detailed in this section shall be performed for the Organization on a contractual basis for one year, or upon the Organization being HITRUST CSF certified, whichever is later, with the option to renew annually, by mutual agreement by the Organization and respondent and subject to approval by the Board of Directors. The Organization would prefer to contract with one provider for all the required services; however, in that certain services are provided independently of vendor(s), the Organization reserves the right to consider proposals for specific services requested herein separate from a complete proposal.

The Respondent(s) cannot make assignment of services without the Organization's prior written consent. The Organization shall reserve the right to eliminate individual services if the charges associated with the services are considered by the Organization to be excessive.

Following the decision to award this contract based on the selection criteria specified herein, the requirements of the ITN, and upon agreement with selected respondent in final negotiations for the contract hereunder, the Organization reserves the right to negotiate to alter any of the terms or conditions for Information Security Technology services which, in its opinion, are advantageous to the Organization. Furthermore, during the term of the contract, the Organization reserves the right to alter current terms or add any additional services which may become available and which, in its opinion, are advantageous to the Organization.

In the event that the respondent(s) to which the award(s) is made does not execute a contract within thirty (30) days after award, the Organization may give notice to such respondent of its intent to make the award to the next most qualified respondent or to call for new proposals, and may proceed to act accordingly.

The Organization intends and prefers to maintain, for its operations, a streamlined process appropriate for its activity. The respondent should include an explanation of its recommended assessment process structure and a brief discussion of the cost/benefit rationale for its recommendation in its proposal. The Organization also requests the capability to define its own structure.

GENERAL REQUIREMENTS

There are certain minimal requirements for the respondents involved in providing any services referred to herein. Specific reference to each must be provided in the general response section as detailed in the instructions below. It is expected that the chosen vendor(s) will exceed these qualifications. Respondent shall:

1. Be an authorized HITRUST CSF External Assessor;
2. Comply with all Federal, State and local Laws, Codes, Rules and Regulations controlling the action or operation of this proposal;
3. Be an Equal Opportunity Employer;
4. Comply with mandatory requirements according to type of service specified in each applicable ITN section; and
5. Comply with all other requirements specified in this ITN.

Provide the Respondent's policies and procedures for conducting HITRUST CSF Assessments and its quality assurance and review process for ensuring high quality of services and deliverables. This documentation should explain how the HITRUST CSF Assessment will be conducted, identify the HITRUST Certified CSF Practitioner(s) who will be reviewing the HITRUST CSF Assessment reports, and detail the process in which deliverables will be created, including specifics of how the Respondent will (i) scale the project to keep the scope of the HITRUST requirements for Organization's certification manageable and appropriate for the types of activities in which Organization is involved, and (ii) the methodology by which the Organization's number of records will be determined.

SERVICE REQUIREMENTS

1. Identify a Project Manager assigned to the Organization, review team personnel and project management techniques to be used.
2. Define the scope of the Organization's assessment in terms of business units.
3. Define the scope of the assessment for each business unit in terms of systems, including those with higher risk profiles (e.g., store, process or transmit sensitive information).
4. Gather and examine the necessary information (e.g., policies, procedures, records, logs, vulnerability assessment reports, risk assessment reports) and examine configuration settings, physical surroundings, processes, and other observable information protection practices.
5. Conduct interviews with the Organization's stakeholders, where applicable.
6. Document methodology by which the number of the Organizations records, and scope of controls required are determined.
7. Perform system tests to validate the implementation of controls, as applicable.
8. Select and document any Alternate Controls for any noncompliant controls and/or opportunities to enhance existing controls.
9. Develop the assessment report with all noncompliant controls and document any recommendation remediation tasks in a formal corrective action plan.
10. Finalize report and track any remediation activities.
11. Submit the completed baseline questionnaire, description of scope, overview of the Organization's security program, testing performed and corrective action plans to HITRUST for generate a CSF Validated with Certification report outlining strengths and potential exposures within the Organizations information security program.
12. Deliver the HITRUST CSF Validated with Certification report to the Organization's executive management.
13. The Organization's executive management will review specific actions to be taken based on any findings or recommended remediation guidance.
14. If remediation is recommended, then a detailed corrective action plan (including scope, timing and roles and responsibilities of the effort) should be tracked following the assessment.

SECTION III: EXHIBITS

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Exhibit 1
HITRUST Administrative Detail and Scoping Factors

Company Information

No.	General / Organizational Factors	Response
1.	Legal name of your organization:	Healthy Start MomCare Network, Inc.
2.	Name, title, and address of the person whom the response should be sent to:	Katie Scherdin, Project Manager 2002 Old St. Augustine Rd., Suite E-45 Tallahassee, FL 32301
3.	Type of Assessment:	Validated Assessment with Certification
4.	Privacy Controls:	Baseline
5.	Type of Organization:	Healthcare Service Provider Non-IT
6.	Entity Type:	Healthcare: Covered Entity or Business Associate
7.	Number of Records that are currently held:	Less than 10 Million Records
8.	Does the system(s) store, process, or transmit PHI?	Yes
9.	Geographic Factors:	State of Florida
10.	Processes or controls outsourced to third-party vendors:	Well Family System (File/Record Management Database) – Go Beyond MCH Sub-Contractors: 32 Healthy Start Coalitions and DeSoto County Health Department (Direct Service Providers)

Locations

No.	Question	Response
11.	All locations that are involved in the services provided:	<ul style="list-style-type: none"> - Healthy Start MomCare Network: Corporate Office, Tallahassee, FL - 32 Subcontracted Healthy Start Coalitions and 1 Subcontracted County Health Department (DeSoto County); Locations service each county in the State of Florida - Each Healthy Start Coalition has their own system of care that includes Coordinated Intake and Referral and Care Coordination Home Visiting: these services are provided through in-house staff or subcontracted providers with the coalitions

Systems

No.	Database System	Description
12.	Well Family System	Developed, Operated and Maintained by Go Beyond MCH; holds all client records, data reports and payment data for all client services rendered under Healthy Start MomCare Network

Technical Factors

No.	Question	Response
13.	Is the system accessible from the internet?	Yes, Cloud-Based
14.	Is the system accessible by third-party personnel?	Yes
15.	Does the system transmit or receive data with a third party?	Yes
16.	Is the system publicly positioned? For example, accessible from a public kiosk or terminal	No
17.	Number of interfaces to other systems:	10
18.	Number of transactions per day:	Less than 100,000
19.	Number of users:	1,200
20.	Does the system connect or exchanges data with a Health Information Exchange (HIE)?	No
21.	Is the system accessible to users from an external network that is not controlled by the organization?	Yes
22.	Does the system allow dial-up/dial-in capabilities, such as functioning analog modems?	No
23.	Is any information sent and/or received via fax machine? (Excluding e-fax or scan to email)?	Yes
24.	Are hardware tokens used as an authentication method within the system environment?	Yes
24.	Do any of the organization's personnel travel to locations the organization deems to be of significant risk?	Yes
25.	Does the organization allow the use of mobile devices to connect to the system?	Yes
26.	Does the organization allow personally owned devices to connect to any organizational assets?	Yes

No.	Question	Response
27.	Are wireless access points in place at any of the organizations scoped facilities?	Yes
28.	Does the organization allow the use of electronic signatures to provide legally binding consent within the scope of the environment (e.g., simple or basic electronic signatures (SES), advanced electronic or digital signature (AES), or qualified advanced electronic or digital signatures (QES)?	Yes
29.	Is information sent by the organization using courier service, internal mail services or external mail services such as USPS?	Yes
30.	Does the organization perform information systems development (either in-house or outsourced) for any scoped system, system service, or system component?	Yes
31.	Does the organization use any part of the scoped systems, system components, or system services to sell goods and/or services?	No

Authoritative Factors

No.	Regulatory Compliance	Response
1.	Subject to FISMA Compliance	NO
2.	Subject to FTC Red Flags Rules	Respondent to Advise
3.	Subject to Joint Commission Accreditation	Respondent to Advise
4.	Subject to PCI Compliance	Respondent to Advise
5.	Subject to State of Massachusetts Data Protection Act	NO
6.	Subject to the CMS Minimum Security Requirements (High-Level Baseline)	Respondent to Advise
7.	Subject to the State of Nevada Security of Personal Information Requirements	NO
8.	Subject to the State of Texas Medical Records Privacy Act	NO
9.	Subject to MARS-E	Respondent to Advise
10.	Subject to Federal Tax Information (FTI) Requirements (to include IRS Pub 1075 Compliance)	Respondent to Advise
11.	Subject to HITRUST De-ID Framework Requirements	Yes
12.	Subject to the State of California Civil	NO

No.	Regulatory Compliance	Response
	Code § 1798.81.5(a)(1)	
13.	Subject to EHNAC Accreditation	Respondent to Advise
14.	Subject to DHS Cyber Resilience Review (CRR v2016)	Respondent to Advise
15.	Subject to Federal Financial Institutions Examination Council (FFIEC) Banking Requirements	Respondent to Advise
16.	Subject to FedRAMP Certification	Respondent to Advise
17.	Subject to 21 CFR Part II	Respondent to Advise
18.	Subject to the EU GDPR	NO
19.	Subject to 23 NYCRR 500	NO
20.	Subject to HIPAA	Yes
21.	Subject to the Singapore Personal Data Protection Act (PDPA)	NO
22.	Subject to the California Consumer Privacy Act (CCPA) Requirements	NO
23.	Subject to the South Carolina Insurance Data Security Act (SCIDSA) Requirements	NO

EXHIBIT 2

HEALTHY START MOMCARE NETWORK, INC.

Respondent's Certification

Respondent: _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Invitation to Negotiate referenced above ("ITN") and any other documents accompanying or made a part of this ITN.

I hereby propose to furnish the goods or services specified in the ITN. I agree that my proposal will remain firm for a period of one hundred twenty (120) days in order to allow the Organization adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Respondent hereby authorizes the Healthy Start MomCare Network, Inc., its staff, Board of Directors or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or institution submitting a proposal for the same product or service; no officer or employee of the Organization or any other respondent is interested in said proposal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute a contract, and such contract may be approved by the Organization's Board of Directors.

[SIGNATURE PAGE TO FOLLOW]

Name of Business

By: _____

Signature

Print Name and Title

Mailing Address

State of _____

County of _____

Sworn to and subscribed before me this ____ day of _____, 2021

Notary Public

My Commission Expires