

APPENDIX A

Notice of Intent to Participate

RFP # 2025-004 (Actuarial Services)

The Notice of Intent to Participate should be signed and returned to the Procurement Contact BY EMAIL.

ORGANIZATION: _____

CONTACT REPRESENTATIVE*: _____

TITLE*: _____PHONE NO.*: _____

EMAIL*: _____

MAILING
ADDRESS*: _____

CITY: _____STATE: _____ZIP CODE: _____

PLEASE RESPOND BY MARKING WITH AN (X) THE APPROPRIATE BOX:

- ☐ Firm DOES intend to respond to this RFP.
- ☐ Firm DOES NOT intend to respond to this RFP.

SIGNATURE**: _____DATE: _____

Print Name: _____

Position: _____

*The name and address herein provided will be used for all correspondence related to this RFP, except that the Notice of Intent to Award will be notified to the person authorized to sign the Contract, that is, the person identified under Item 2 of Appendix B. Hence, the contact information in this Appendix must be the same information to be provided in Appendix B, Item 3.

**This document must be signed by the person authorized to contractually obligate the organization. See Section 4.2 and Appendix B, Item 2 of this RFP.

APPENDIX B

Letter of Transmittal Form

RFP #2025-004 (Actuarial Services)

Offeror's Name: _____

Items #1 to #6 MUST BE COMPLETED IN FULL.

1. Identity (Name) and Mailing Address of the submitting organization:

2. Person authorized by the organization to contractually obligate/legally bind the organization
(must be the same person identified in the Corporate Resolution, See Section 4.2 of this RFP:

Name _____

Title _____

Email address _____

Telephone number _____

3. Person to be contacted for clarifications and additional Information: (This Information must be the same as that provided under Appendix A - Notice of Intent to Participate)

Name _____

Title _____

Email address _____

Telephone number _____

4. Use of subcontractor (Select one)

____ No Subcontractor will be used in the performance of this Contract **OR**

____ The following Subcontractor will be used in the performance of this Contract (indicate the service to be performed). Attach extra sheets, as needed.

*Must be signed by the person identified in item #2, above.

APPENDIX C

Independence and Freedom, from Conflict-of-Interest Certification

RFP #2025-004 (Actuarial Services)

A. PRHIA intends to avoid situations of lack of independence and/or conflicts of interest or the appearance of conflicts of interest on the part of the Offeror/Contractor(s); Proposed subcontractor(s)/Subcontractor(s); or employees, officers, directors, shareholders or members of the Offeror/Contractor¹ or Proposed subcontractor(s)/Subcontractor(s).¹ PRHIA reserves the right to determine, in its sole discretion, whether any information received from any source indicates or evidences the existence of a potential or actual conflict of interest or lack of independence.

B. PRHIA requires that all Contractors/Subcontractors, when executing their professional services, exhibit complete loyalty towards PRHIA, including having no adverse interests against it, as well as having no material adverse interests with any other Puerto Rico government entities.

C. Adverse interests include representing clients who have or may have interests that are contrary to PRHIA or other Puerto Rico government entities. This duty includes the continued obligation to disclose to PRHIA any circumstances of its relations with clients and third persons that could influence the Contractor or its Subcontractors in a materially adverse way in the execution of its duties under the Contract. Adverse interests also arise when, among others, the Contractor/Subcontractor must support on behalf of one client that which it has a duty to oppose on behalf of another client. Adverse interests also arise when so stated in standards of ethics applicable to the Contractor's/Subcontractor's profession, or Puerto Rico's laws and regulations.

D. It will also be considered a conflict of interest:

1. any instance where the Contractor or any of its Subcontractor(s), or any of their shareholders, members, employees, officers, or directors has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Contract would allow for private or personal benefit or for any purpose that is inconsistent with the goals and objectives of the Contract; or

2. any instance where a Contractor or any of its Subcontractor(s), or any of their shareholders, members, employees, officers, or directors use their positions for purposes that are, or give the appearance of being, for private gain for themselves or others, such as those with whom they have family, business, or other ties that are determined by PRHIA, in its sole discretion, to be a conflict of interest.

2. Situations stated in Section 2.4.26 & 2.4.27 of the RFP.

E. If, at the time of submission of the Proposal to this RFP, the Offeror/Contractor or Proposed

¹ The term "Offeror/Contractor," for these purposes, includes the Offeror, Contractor, Proposed Subcontractor(s), Subcontractor(s); and the shareholders, members, employees, officers, and directors of these entities. The term "Subcontractor," for these purposes, is limited to those individuals or entities engaged by the Offeror/Contractor to perform any part of the Scope of Work (SOW) for this Contract.

Subcontractor(s)/Subcontractor(s) is:

1. An actuarial firm contracted by GHP MCOs Participant²; or
2. owns, controls, operates or is owned, controlled or operated by a GHP Participant; or
3. has contractual or financial relationship with a GHP Participant, their representatives, agents or associations,

such situations must be fully reported in writing to PRHIA.

F. The Offeror shall submit with the Proposal either: (i) a Divestiture Action Plan to divest the property, control or financial interest that causes the lack of independence, and remedy the same; or (ii) a detailed explanation as to why a conflict of interest is eligible to be waived and should be waived in PRHIA's sole discretion prior to the awarding of the RFP, and/or the actions that the Offeror proposes and shall take in order to further eliminate the conflict of interest (both hereinafter referred to as "Conflict Avoidance Plan").

G. PRHIA retains sole discretion to determine whether a Divestiture Action Plan or Conflict Avoidance Plan sufficiently addresses an apparent conflict of interest to PRHIA's satisfaction in order for the Offeror to be awarded the RFP.

FAILURE TO PROVIDE EITHER A DIVESTITURE ACTION PLAN OR A CONFLICT AVOIDANCE PLAN WITH APPENDIX C WILL BE SUFFICIENT CAUSE FOR THE DISQUALIFICATION OF THE OFFEROR. FAILURE TO COMPLY WITH THE DIVESTITURE ACTION PLAN OR THE CONFLICT AVOIDANCE PLAN APPROVED BY PRHIA WILL BE SUFFICIENT CAUSE FOR THE CANCELLATION OF THE AWARD AND THE ISSUANCE OF A NEW AWARD TO THE NEXT BEST OFFEROR.

H. If the Offeror/Contractor or Proposed Subcontractor(s)/Subcontractor has a suspected or potential conflict of interest or reasonably expects that during the term of the Contract it could have one, the Offeror/Contractor or Proposed Subcontractor shall provide with the Proposal a description of the relationship and a Conflict Avoidance Plan designed to ensure that such a relationship will not adversely affect PRHIA or the performance of the Contractor/Subcontractor, and to establish procedures to guard against the existence of a conflict of interest.

I. PRHIA, in its sole discretion, will determine whether the specific provisions of the Divestiture Action Plan and/or Conflict Avoidance Plan satisfactorily address the lack of independence, actual or potential conflicts of interest. PRHIA, in its sole discretion, may impose additional requirements for the Divestiture Action Plan and/or Conflict Avoidance Plan, which may include, without limitation, the following:

1. Termination of contractual obligations that in PRHIA's determination create actual or potential conflicts of interest.
2. Removal of management or staff members from the Offeror's/Contractor's identified project team who PRHIA determines were involved in the relationship creating the conflict of interest.
3. Creation of an "ethical firewall," with measures to ensure that no information is shared among the Offeror/Contractor's identified project team and persons who are not members

² The terms "actuarial firm" and "GHP MCOs Participants" includes their representatives, agents, or associations.

of the Offeror/Contractor's identified project team.

These requirements will vary, depending on the nature of the actual or potential conflict(s) of interest, the manner in which those actual or potential conflicts of interest impact the contract, and PRHIA's determination of the best method for addressing those conflicts of interest.

J. If PRHIA is aware or becomes aware of a known or suspected conflict of interest, the Offeror/Contractor will be given an opportunity to submit additional information to resolve the conflict of interest. An Offeror/Contractor with a suspected conflict of interest will have an opportunity to provide complete information regarding the suspected conflict of interest and a proposal to avoid any such conflict. If PRHIA determines that a conflict of interest exists and the conflict may not be resolved or mitigated to the sole satisfaction of PRHIA, before or after the award of the Contract, **IT WILL CONSTITUTE GROUNDS FOR REJECTION OF THE PROPOSAL OR TERMINATION OF THE CONTRACT, AS THE CASE MAY BE, BY THE CONTRACTOR AND/OR SUBCONTRACTOR AND IN FAVOR OF PRHIA, ACCORDINGLY.**

K. By signing this Certification, the Offeror/Proposed Subcontractor acknowledges and accepts that, if awarded a Contract under this RFP:

1. It will not acquire any interest, direct or indirect, that would conflict in any material manner or degree with or have a material adverse effect on the performance of its services pursuant to this RFP
2. No person having any such interest shall be employed and that it will submit a conflict of interest form, attesting to these same facts, by January 10 of each calendar year; at any time, within fifteen (15) Calendar Days of request by PRHIA. If such conflicting interests arise after the execution of the Contract, the Contractor shall notify PRHIA immediately
3. It shall be the responsibility of the Contractor/Subcontractor to maintain independence and to establish necessary policies and procedures to assist the Contractor and its subcontractor, if any, in determining if the actual individuals performing work under the Contract have any impairment to their independence
4. It shall take all necessary actions to eliminate threats to impartiality and independence, including but not limited to reassigning, removing, or terminating employees or Subcontractors
5. The Executive Director of PRHIA or his authorized representative has the power to oversee the enforcement of any Divestiture Action Plan or Conflict Avoidance Plan previously approved in writing by PRHIA
6. This Certification shall be incorporated into the Contract.
7. These requirements shall be in effect for the term of the Contract, including extensions, if any.
8. The duty to provide information about interests and conflicting relations is continuous and extends throughout the Contract Term.

CERTIFICATION

I, _____ (full name), in my capacity of _____
(position) from _____ (organization name) after being authorized to represent
(organization name), declare upon oath and certify that:

All the statements contained in this document have been read and fully understood by the undersigned, that I have been advised by my legal advisors and company's counsel on the obligations, acknowledgments and representations made in this Certification and I accept the consequences of signing this Certification; and

(Check the boxes that apply)

- ☐ That the Offeror/Proposed subcontractor complies with the independence requirements of Section 2.4.27 A of this RFP and/or no conflict of interest exists that would jeopardize the ability of the Offeror and its proposed subcontractor to fulfill the terms of this Proposal.
- ☐ A lack of independence situation exists, a detailed explanation of the same and the corresponding Divestiture Action Plan is attached to this Certification.
- ☐ A conflict of interest does exist, a detailed explanation of the same and a Conflict Avoidance Plan to address the conflict of interest is attached to this Certification.
- ☐ A suspected or potential conflict of interest exists or is expected to occur during the term of the Contract, and additional information is attached along with a Conflict Avoidance Plan to address the possible conflict of interest.

And IN WITNESS THEREOF, I swear and sign this affidavit on _____, _____, today _____, 202__.

(Signature of the Declarant)

Affidavit Number _____

Sworn and subscribed before me by _____, whose personal circumstances have been previously stated, and whom I give faith to know personally/have identified by means of _____.

In _____, _____, today _____, 202__.

NOTARY PUBLIC

APPENDIX C-1

Conflict of Interest Affidavit

RFP # 2025-004 (Actuarial Services)

Instructions: The Offeror and Subcontractor to be used for tasks and responsibilities under the RFP must disclose and describe in detail any kind of financial or economic interests, relationships, economic transactions or any arm-length transactions, including a description of any type of disbursements by the Offeror's/Subcontractor's arrangements or contracts as required. Also, shall describe the hierarchical or legal relationship between Parent Company, affiliates, subsidiaries or any other entity related to the Offeror/Subcontractor. In addition, shall report any Conflict of Interest¹ or economic relationship with family members of Contractor's/Subcontractor's stockholders, Board of Directors or Officials of the entity. This disclosure should include a description of percentage (%) of ownership or participation, expense or cost allocation method between the entities and any other related information. The Offeror/Subcontractor must declare upon oath and certify that this form and the additional documents attach to it contain all the existing economic relationships of the Offeror/Subcontractor. This form must be signed and subscribed by a notary. If a Subcontractor is filing the document, please substitute the word "Offeror" for "Subcontractor" where applicable. **PRHIA reserves the right to disqualify the Offeror for failure to provide Information herein requested.**

The following Information on ownership and Control must be disclosed:

1. Report your Organizational Structure

How is your company legally organized?

☐ Sole Proprietorship	☐ Partnership	☐ Corporation
☐ DBA ²	☐ Limited	☐ Profit ☐ Non-Profit
	☐ Unlimited	Other: _____

Which of the following best describes your company relationship, ownership or participation with other companies?

Affiliated ☐ Subsidiary ☐ Parent ☐ Brother/Sister ☐
Other: _____

Please attach a flowchart or hierarchical chart including all the companies related to the Offeror/Subcontractor.

Please produce a table which summarizes all the companies related, including full names of

¹ A Conflict of Interest is any set of facts or circumstances that appears to compromise or may reasonably compromise the fairness, independence or objectivity of the Offeror/Subcontractor(s) if it obtain the contract to be awarded, including but not limited to personal or business interest that would present an actual, potential, or apparent Conflict of Interest with the performance of that contract or may create an appearance of impropriety

² *Doing business as.*

stockholders, their position within the company (if applicable) and their own percent (%) of participation, Control and interest in the company, such as the percent (%) of participation, Control and interest in any brother or Sister Corporation, affiliate, subsidiary, and/or Parent Company. If an immediate family member of the Offeror owns or has any kind participation (economic or administrative) related to the Offeror company or any other of the affiliate or subsidiary companies, please disclose their names, percent (%) of participation, Control or interest in each company.

Offeror's Company Name _____

Stockholders Names:	% Participation in company	% of Control	% of Interest	Other:

Parent Company Name: _____

Stockholders Names:	% Participation in company	% of Control	% of Interest	Other:

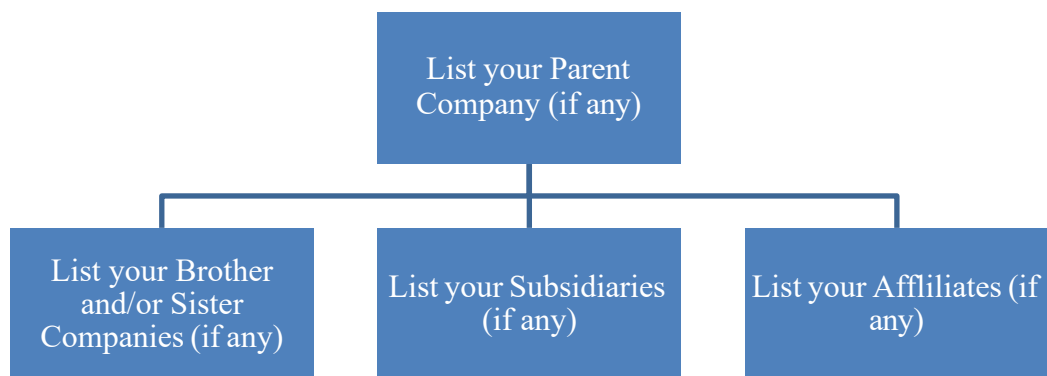
Affiliate Company Name: _____

Stockholders Names:	% Participation in company	% of Control	% of Interest	Other:

Subsidiary Company Name: _____

Stockholders Names:	% Participation in company	% of Control	% of Interest	Other:

2. Describe the Hierarchical or Judicial Structure of the Offeror:



A. Disclose any Affiliates, including domestic and foreign.

- i. Report any common ownership.
- ii. Describe any distribution of voting stock.
- iii. Disclose any common management.
- iv. Explain any contractual relationship.

Describe any expense or cost allocation methods between both entities, including: base data (source and period of time considered), method of allocation (percentage or any other), rational for calculation, and frequency. If this agreement is in writing, provide a copy.

B. Describe any Subsidiaries, including those domestic and foreign.

- i. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships (including a franchise agreement in some cases), whether or not it is organized for profit or is located in the United States or its outlying areas. Business concerns are Affiliates of each other if, directly or indirectly, either one controls or has the power to Control the other, or another concern controls or has the power to Control both.

A party is considered to Control or have the power to Control a concern, even though the party owns, controls, or has the power to Control less than Fifty percent (50%) of the concern's voting stock (taking into consideration other matters).

Affiliate signifies a condition of being united; being in close connection, allied, associated, or attached as a Member or branch with another person, body, or organization. Affiliate Company is one which is effectively controlled by another company or a company in which there is ownership (direct or indirect) of five percent (5%) or more of the voting stock. Also, is a corporation which is related as parent and subsidiary, characterized by identity of ownership of capital stock.

Parent Company is one owning more than fifty percent (50%) of the voting shares of another company, called subsidiary. Also, a Parent Company is a corporation which has working Control through stock ownership of its subsidiaries. Brother or sister corporations mean two or more corporations owned and effectively Controlled by one or more individuals, and where these corporations are involved, earnings can be transferred between them only through common shareholder(s), who will be subject to progressive individual income tax.

- ii. Any Control through common management includes:
 - a. Interlocking management (Officers, directors, employees, or principal stockholders) of one concern serve as a working majority of the board of directors or officers of another concern);
 - b. Common facilities (one concern shares common office space and/or employees and/or other facilities with another concern);
 - c. Newly organized concern (Former officers, directors, principal stockholders of one concern organized a new concern in the same or a related industry or field).
- iii. Control through contractual relationships includes joint ventures and acquisition and property sale assistance. A subsidiary corporation is one in which another corporation (i.e. parent) owns at least a majority of the shares, and thus has Control. The term subsidiary corporation is also used to describe a company with more than fifty percent (50%) of whose voting stock is owned by another.
 1. Report any common ownership:
 2. Describe any distribution of voting stock:
 3. Disclose any common management:

4. Explain any contractual relationship:
5. Describe any expense or cost allocation methods between both entities, including: base Data (source and period of time considered), method of allocation (percentage or any other), rational for calculation, and frequency. If this agreement is in writing, provide a copy.
6. Please list all the MCOs and health care Providers which are owned or under Control by the Offeror or who own and/or control the Offeror and/or participate in any business related to them, including administrative agreements.

Facilities Owned:	% of Participation	Facilities under Control:	% of Participation	Administrative Agreements:

Report names and positions of directors, officials or Agents which represent the Offeror and any other of the Affiliates, subsidiaries, Parent, brother or sister companies or any other company related by ownership, Control, interest or management agreements.

Official, Directors or Agents Names:	#1 Company Name	Position	#2 Company Name	Position

Note: If additional space is necessary to disclose all the financial relations, please attach additional paper sheets or make a copy of this form. There is a continuing duty to notify PRHIA of any actual or potential Conflicts of Interest that may develop during the course of the evaluation process of the Proposals including the negotiation process before signing the Contract. **PRHIA reserves the right to disqualify any Offeror/Subcontractor who has Conflict of Interests and/or to terminate any agreement after getting knowledge of any Conflict of Interest not reported.**

The Offeror must declare upon oath and certify that this form and any other additional document attached to it contain all the existing economic relationships of the Offeror. This form must be signed and subscribed by a notary. **PRHIA RESERVES THE RIGHT TO DISQUALIFY THE OFFEROR IN CASE ANY INFORMATION HEREIN REQUIRED WAS NOT DISCLOSED OR WAS FALSELY SUBMITTED.**

I, _____ (*full name*), in my capacity of _____ (*position*) from _____ (*company name*) after being authorized to represent the Offeror, declare upon oath and certify that this document contains all the information related to potential Conflict of Interests and economic or financial relationships of the Offeror at the present. I certify that there is not additional information to report or intentionally hidden or not disclose as requested. Also, I understand that **PRHIA reserves the right to disqualify our Proposal in case that any information was not disclosed or was falsely submitted.**

Signature _____ Date _____

Affidavit Number _____

Sworn and subscribed before me by _____, whose personal circumstances have been previously stated, and whom I give faith to know personally/have identified by means of _____.

In _____, _____, today _____, 202__.

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APPENDIX D

Suspension and Debarment Certification

RFP # 2025-004 (Actuarial Services)

The entering of a Contract between PRHIA and the successful Offeror pursuant to this RFP is a “covered transaction,” as defined by 2 C.F.R. Part 376, 2 CFR Part 180, and other applicable federal regulations. PRHIA’s Contract with the successful Offeror shall contain a provision relating to debarment, suspension, and responsibility. All Offerors must provide as a part of their Proposals a certification to PRHIA in the form provided below. **FAILURE OF AN OFFEROR TO FURNISH A CERTIFICATION OR PROVIDE SUCH ADDITIONAL INFORMATION AS REQUESTED BY THE PROCUREMENT CONTACT FOR THIS RFP WILL RENDER THE OFFEROR NON-RESPONSIVE.** Furthermore, the Offeror shall provide immediate written notice to the Procurement Contact for this RFP if, at any time prior to Contract award, the Offeror learns that their certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Although PRHIA may review the veracity of the certification through the use of the Federal Excluded Parties Listing System or by any other means, the certification provided by the Offeror in paragraph (a) below is a material representation of fact upon which PRHIA will rely when making a Contract award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available, PRHIA may terminate the Contract resulting from this request for proposals for default.

The certification provided by the Offeror in paragraph (a) below will be considered in connection with a determination of the Offeror's responsiveness. A certification that any of the items in paragraph (a) below exists, may result in rejection of the Offeror’s Proposal for non-responsiveness and the withholding of an award under this RFP. If the Offeror’s certification indicates that any of the items in paragraph (a) below exists, the Offeror shall provide with its Proposal a full written explanation of the specific basis for, and circumstances connected to, the item.

The Offeror’s failure to provide such explanation will result in rejection of the Offeror’s Proposal. If the Offeror’s certification indicates that any of the items in paragraph (a) below exists, PRHIA, in its sole discretion, may request that the U.S. Department of Health and Human Services and any other applicable federal agency grant an exception under 2 C.F.R. sec. 180.135 and any other applicable federal regulations if PRHIA believes that this procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will PRHIA award a Contract to an Offeror if the requested exception is not granted for the Offeror.

CERTIFICATION

The statements under letters A through F MUST BE ANSWERED. Mark an “X” next to the applicable answer.

(a)(1) By signing and submitting a Proposal in response to this RFP, the Offeror certifies, to the best of its knowledge and belief, after reasonable inquiry, that:

(i) The Offeror and/or any of its Principals-

- A. **Are ()/are not ()** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal department or agency; **(REQUIRED)**
- B. **Have ()/have not ()**, within a three (3) year period preceding the date of the Offeror’s Proposal, been convicted of or had a civil judgment rendered against them for: commission of Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or Government of Puerto Rico) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; **(REQUIRED)**
- C. **Are ()/are not ()** presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or Government of Puerto Rico) with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this certification; **(REQUIRED)**
- D. **Have ()/have not ()**, within a three (3) year period preceding the date of Offeror’s Proposal, had one or more public agreements or transactions (federal, state or Government of Puerto Rico) terminated for cause or default; and **(REQUIRED)**
- E. **Have ()/have not ()** been excluded from participation from Medicare, Medicaid, other federal health care programs or other federal behavioral health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. sec. 1320a-7 and other applicable federal statutes. **(REQUIRED)**
- F. **Have ()/have not ()** within the last ten (10) years, been convicted of, pled guilty to, or pled nolo contendere to any felony and/or any Medicaid, Medicare, or healthcare related offense or have been debarred or suspended by any federal or state government body, and if so, an explanation providing relevant dates. Offeror shall include the Offeror or any of the Offeror’s employees, Agents, independent contractors, or proposed Subcontractor(s), the Offeror’s Parent organization, Affiliates, and subsidiaries. **(REQUIRED)**
 - i. “Principal,” for the purposes of this certification, shall have the meaning set forth in 2 C.F.R. 180.995 and shall include an officer, director; owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction. “Principal” also includes a consultant or other person, whether or not employed by the participant or paid with federal funds, who: is in a position to handle federal funds; is in a position to influence or Control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.
 - ii. For the purposes of this certification, the terms used in the certification, such as covered

transaction, debarred, excluded, exclusion, ineligible, ineligibility, participant, and person have the meanings set forth in the definitions and coverage rules of 2 C.F.R. part 180 and other applicable federal regulations.

- iii. Nothing contained in the foregoing certification shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

OFFEROR:_____

SIGNED BY:_____

TITLE:_____

DATE:_____

This appendix must be signed by the person identified in Appendix B under item #2.

APPENDIX E

Sworn Statement on Fraud and Misappropriation

RFP # 2025-004 (Actuarial Services)

SWORN STATEMENT

I (full name) _____ of legal age, (marital status) _____, (profession) _____ and resident of _____ (municipality) _____, Puerto Rico, under the most solemn oath, DECLARE:

1. That my name and other personal circumstances are as previously described.
2. That the Board of Directors of the company _____ [Organization Name] has been informed of the content of this Sworn Statement and that it has authorized me by means of a Resolution of the Board of Directors to subscribe this Sworn Statement.
3. That I am the President, of the company _____ [Organization Name], which is duly organized and/or authorized to do business pursuant to the laws of the Government of Puerto Rico, (hereinafter "the Offeror").

Or in the alternative: that I am the _____ (position) of _____, and because the President is unavailable to notarize this document, I have been authorized according to Paragraph 2, to sign this Sworn Statement.

4. That I am legally authorized by the company to sign this Sworn Statement.
5. That to the best of my knowledge, and belief, after diligent investigation, the company, its subsidiary companies, affiliates, and/or headquarters, and/or their respective shareholders, directors, associates, officers, functionaries, executives, principals and/or employees, and/or business associate(s), have not been convicted, no probable cause has been found for their arrest, nor are they under investigation in any legislative, judicial or administrative procedure, whether in or out of Puerto Rico, for reasons of any conduct that may be held to constitute Fraud, embezzlement or illegal appropriation of public funds, according to the provisions of Act 2-2018 known as "Anti-Corruption Code for the New Puerto Rico", or any another legal provision that penalizes crimes against the treasury and the public confidence, and neither have I, the Declarant, been investigated, arrested, convicted, declared guilty nor sentenced for the conduct previously mentioned.

Or in the alternative: in the case of having knowledge that any of the persons identified in the above-mentioned positions or categories have been or are being investigated, arrested, declared guilty, convicted or sentenced for such conduct and/or criminal offenses referred to in the preceding paragraph, a statement regarding this fact shall form part of this sworn declaration. The statement must be included in an additional sheet describing positions, full names, charges, description of the offense or offenses for which they have been or are being investigated, convicted or sentenced, including current processes status.

6. I give faith that I have personal knowledge, as does the company, its subsidiary

companies, affiliates, and/or headquarters, and/or their respective shareholders, directors, associates, officers, functionaries, executives, principals and/or employees, that the crimes referred to in these provisions include, but are not limited to:

1. Aggravated illegal appropriation, in all its modalities;
2. Extortion;
3. Fraud in constructions;
4. Fraud in the execution of construction work;
5. Fraud in the delivery of things;
6. Undue intervention in the contracting processes of auctions or in the operations of the Government;
7. Bribery, in all its modalities;
8. Aggravated bribe;
9. Offering of a bribe;
10. Undue influence;
11. Crimes against public funds;
12. Preparation of false documents;
13. Presentation of false documents;
14. Forgery of documents;
15. Possession and transfer of false documents; and
16. Crimes under the laws of the United States and of its territories and state jurisdictions of the United States, whose elements are equivalent to those of the crimes aforementioned.

7. That I have been advised by my legal advisors and company's counsel on the obligations imposed by Act No. 2-2018, as amended, and other applicable laws, and I acknowledge and accept the consequences of signing this Sworn Statement.

8. That I acknowledge that I, as well as the company, have a continuous duty to report on any investigation, accusation or conviction against the company, its subsidiary companies, Affiliates and/or headquarters, and/or their respective shareholders, directors, associates, officers, functionaries, executives, principals and/or employees, related to the crimes and undue conducts listed in clauses 5 & 6.

9. That I certify that neither the Declarant nor the company, its subsidiary companies, affiliates and/or headquarters, and/or their respective shareholders, directors, associates, officers, functionaries, executives, principals and/or employees, to the best of my knowledge or according to what has been informed to me, have incurred nor will we incur in conducts that violate the law, anti-trust federal and state regulations and guidelines, such as agreeing with any another company and/or company offeror to set fixed prices, submit proposals or take any another action for the purpose of impeding, restricting or limiting free competition; or that may have an adverse or negative impact on the services to be offered to the population.

10. That the above declared is the truth and nothing but the truth.

And IN WITNESS THEREOF, I swear and sign this affidavit on _____, _____, today _____, 202__.

(Signature of the Declarant)

(Name of the Declarant)
(Position)
(Company Name)

Affidavit Number _____

Sworn and subscribed before me by _____, whose personal circumstances have been previously stated, and whom I give faith to know personally/have identified by means of _____. In _____, _____, today _____, 202__.

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APPENDIX F

Cost Proposal Template

This document will be provided as a separate attachment in Microsoft Excel format.

APPENDIX G

Contract Provisions for Non-Federal Entity Contracts under Federal Awards

RFP # 2025-004 (Actuarial Services)

In addition to other provisions required by the HHS agency or non-federal entity, all contracts made by the non-federal entity under the federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. sec. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity, including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR sec. 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR 1964- 1965 Comp., p. 339) as amended by Executive Order 11375 amending Executive Order 11246 Relating to Equal Employment Opportunity and implementing regulations at 41 CFR Part 60.

D. Davis-Bacon Act, as amended (40 U.S.C. secs. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all

contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR part 401 and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

APPENDIX H

Model Contract

RFP # 2025-004 (Actuarial Services)

Appendix H is the Model Contract. It is not imbedded in this document but is included as a separate document entitled Appendix H– Model Contract.

2025-0000__
GOVERNMENT OF PUERTO RICO
PUERTO RICO HEALTH INSURANCE ADMINISTRATION

PROFESSIONAL SERVICE AGREEMENT

This Agreement for Professional Services (this “Agreement”) is made and entered into by and between the Puerto Rico Health Insurance Administration, a public corporation of the Government of Puerto Rico created by Act No. 72 of September 7, 1993, as amended, (hereinafter referred to as “**ASES**” by its Spanish acronym), represented by its Executive Director, _____, of legal age, **[marital status]** and resident of _____, Puerto Rico; and **[Contractor]**, a _____ organized and existing under the laws of _____ and authorized to do business under the laws of the Government of Puerto Rico (hereinafter referred to as “**SECOND PARTY**” or “_____”), represented by its _____ **[position in company]** _____, _____ **[Name of authorized representative]**, authorized to appear on behalf of the corporation, by a Certificate of the Professional Services Providers Registry (RUP, by its Spanish acronym), number _____ issued by de Puerto Rico’s General Services Administration (ASG, by its Spanish acronym).

WHEREAS, **ASES**, by virtue of the powers conferred to it under Act No. 72 of September 7, 1993, as amended, has the authority to engage professional, technical and consulting services that are necessary and convenient to carry out the activities, programs and operations of **ASES**.

WHEREAS, RFP #2025-004 (Actuarial Services) was adjudicated in favor of **[Contractor]** on _____, 2025.

THEREFORE, **ASES** and **SECOND PARTY** (collectively referred to as **THE PARTIES**) enter into this Agreement under the following:

TERMS AND CONDITIONS

1. **ASES** agrees to engage with the **SECOND PARTY** to render professional services in actuarial services.
2. The services to be provided by the **SECOND PARTY** shall encompass the subjects and objectives, as specified in the Proposal and Scope of Work submitted during the RFP, and incorporated as integral part of this Agreement. **[Insert Proposal as an attachment to the contract.]**
3. This Agreement will be in effect from the date of its full execution until **September 30, 2027**. Notwithstanding any provision to the contrary in this Agreement, either party shall have the right to terminate this Agreement by providing the other party with thirty (30) days’ prior notice by certified postal mail or by email. This contract may be

extended, at ASES's discretion, for an optional additional year, ending on **September 30, 2028**.

4. The rights, duties and responsibilities of **ASES** and **SECOND PARTY** shall continue in full force and effect during the contract term. However, in the case of contract termination before the term expires, **ASES** shall pay all fees and expenses incurred up to the effective date of termination, in accordance with the terms of this Agreement.
5. The **SECOND PARTY** represents that it has full knowledge of any applicable federal or local law impacting the GHP sponsored by the Commonwealth of Puerto Rico, and the advice and services to be provided will consider such laws and regulations, including, but not limited, to the Balanced Budget Act of 1997, as amended; the Social Security Act, as amended; the Medicaid Managed Care Regulations, as amended; and the Puerto Rico State Plan, as amended.

6. **ASES** shall pay the **Contractor** per hour of service at the following rates:

[insert billing rates]

Pursuant to Section 8.4 of the RFP, the **SECOND PARTY** agrees that the billing rates will remain fixed throughout the entire contract term, including the optional extension year. Furthermore, in the event that multiple members of the key personnel identified in the Proposal's Scope of Work attend an administrative meeting, **ASES** shall compensate only for the highest applicable billing rate among those present. Thus, the **ASES** shall not be liable for multiple billing rates corresponding to each individual attendee in such meetings.

Also, pursuant to Section 8.7 of the RFP, **ASES** will not be liable for travel costs.

7. **ASES** shall compensate the **SECOND PARTY** up to _____ **dollars** (\$ _____), for services rendered. The **SECOND PARTY** is responsible for tracking the available balance under this Agreement.
8. Payments made by **ASES** under the terms of this Agreement shall be paid from the budget item account corresponding to number _____.
9. Invoices will be submitted to **ASES** monthly, always within the first five (5) days following the period involved. Invoices should be submitted at **SECOND PARTY** hourly rate according to the work done and tasks (deliverables) conducted during the invoice period. Each invoice will include itemized details of the services rendered on an hourly basis. If the invoice is not submitted within the first five (5) days of the month following the period involved, payment may be issued within the following month. Each invoice must be duly certified by an authorized representative of the **SECOND PARTY**. Each invoice shall include an itemized detail of the services rendered, must be certified as just and correct, and should certify that payment thereof has not been received. The invoice should detail the available balance of the Agreement's budget when submitting the invoice as well as the available balance of the Agreement at the time the invoice is delivered. The **SECOND PARTY** is solely responsible of assigning the necessary resources for the delegated cases and matters. The invoices should be presented accompanied with a short summary of the total quantity of the Contract, the

invoices sent, and the available balance of the Contract which will be formatted as follows:

Contract Number:
Balance \$ _____
Invoice detail xxx \$ _____
Invoice xxx \$ _____
Invoice xxx \$ _____
Current invoice xxx \$ _____ Balance at the date of this
invoice \$ _____

The invoices shall identify and detail services rendered to federal projects, if applicable, specifying the tasks performed per federal program and total invoiced.

Example: Invoice Federal Project – MMIS
Example: Invoice Federal Project – HIT
IMPLEMENTATION Example: Regular Invoice ASES

ASES may not honor invoices submitted after ninety (90) days of the invoiced services having been rendered. The **SECOND PARTY** accepts and agrees to this requirement and understands that if it does not comply with this requirement, it waives its right to payment for services rendered.

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

“We certify under penalty of nullity that no public employee of the Puerto Rico Health Insurance Administration 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 ASES. The total amount shown on this invoice is true and correct. The services have been rendered, and no payment has been received.”

ASES shall verify the invoices within twenty (20) working days of the date of the invoice and, if the requirements are met as set forth in this Agreement, **ASES** will proceed with payment to the **SECOND PARTY** within thirty (30) days of said approval. **ASES** will promptly notify the **SECOND PARTY** of any questions regarding invoices so that the **SECOND PARTY** can receive timely payment. **ASES** will administer the payment by means of an electronic transfer. In the event any invoice goes unpaid for more than sixty (60) days, the **SECOND PARTY** reserves the right to suspend its delivery of the contracted services.

10. All invoices shall be signed and mailed or physically delivered to the attention of:

POSTAL ADDRESS

Executive Director
Administración de Seguros de Salud
P.O. Box 195661

PHYSICAL ADDRESS

Executive Director
Administración de Seguros de Salud
1549 Calle Alda

11. If the **SECOND PARTY** does not comply with the above requirements in the submission of the invoices, it will waive its right to payment for services rendered.
12. **ASES** will review the invoice and will make proper payment, subject to any audits or requests for additional information that **ASES** may need to do, at its sole discretion, to substantiate expenses incurred. **ASES** reserves the right to review all invoices and perform all necessary audits solely to substantiate expenses incurred.
13. Each of the exhibits (interchangeable appendix) attached are expressly incorporated herein and made a part of this Contract, and all references to this Contract shall include the exhibits hereto. In the event of any inconsistency between this Contract and the exhibits attached hereto, this Contract shall govern.
14. **ASES**, its designees or the Controller's Office, shall have the right during the term of this Agreement or up to five (5) years after the term, to review and audit the **SECOND PARTY'S** records relating to their services under this Agreement.
15. The **SECOND PARTY** will not receive any payment for services rendered under this Agreement until the Agreement has been registered at the Office of the Comptroller of the Government of Puerto Rico, as required by Act No. 18 of October 30, 1975, as amended.
16. Neither this Agreement, nor the services to be provided hereunder, may be assigned or subcontracted without the written approval of **ASES**. Pursuant to Section 1.5 of the RFP, a Major Subcontractor is defined as a subcontractor who will perform twenty 25% or more of the tasks to be awarded to the Contractor, or that will receive 25% or more of the budget assigned for this Contract as payment for services related to the Scope of Work of the RFP, or who will perform core tasks under the Scope of Work. If the **SECOND PARTY** wishes to subcontract another subcontractor that was not originally approved by **ASES** during the RFP process, the **SECOND PARTY** must submit a request to **ASES**. This request must: (1) be submitted in writing, (2) identify the Subcontractor, (3) specify the tasks in which the Subcontractor will intervene, and (4) disclose the remuneration that the Subcontractor will receive for the work carried out, and the profit margin, if any, that the **SECOND PARTY** will have in relation to the subcontractor's paid fees. If the Subcontractor meets the criteria of a Major Subcontractor, as defined in the RFP, the Subcontractor must submit all the documents and certifications required from **SECOND PARTY** for the government contracting. The **SECOND PARTY** will be responsible for providing these documents and certifications from the Subcontractor to **ASES** when requesting authorization from **ASES** for the subcontract. The delegation of services without the mentioned authorization will be sufficient cause to terminate this contract. Failure to comply with this clause will hold you responsible for any damages or losses that may be caused to **ASES**, whether directly or indirectly. In any subcontract executed by the **SECOND PARTY**, said PARTY shall ensure that the Subcontractor understands, acknowledges

and agrees to comply with the terms and conditions set forth in this Contract, whenever applicable, that includes, but is not limited, to intellectual property, data and information, knowledge transfer requirements; **ASES's** right of inspection and audit; the government agencies' right to inspection and audit; confidentiality and privacy policies, among others.

17. The **SECOND PARTY** acknowledges the proprietary and confidential nature of all internal, non-public, information systems, financial, and business information relating to **ASES**, the Government of the Commonwealth of Puerto Rico, its agencies, corporations, and municipalities and their personnel. The **SECOND PARTY** and its employees shall keep in confidence all such information and shall not make public or disclose any of said materials, except as necessary to perform its services, without the previous written consent of **ASES**. The **SECOND PARTY** will ensure that any authorized subcontractor or expert is subject to this confidentiality obligation. The restriction on confidentiality shall not apply to information that the **SECOND PARTY** must disclose by law or legal process, is either already in the public domain or enters the public domain through no fault of the **SECOND PARTY**, is available to the **SECOND PARTY** from a third party who, to the **SECOND PARTY's** knowledge, is not under any non-disclosure obligation to **ASES**, or is independently developed by or for the **SECOND PARTY** without reference to any confidential information of **ASES**.
18. The **SECOND PARTY** shall furnish **ASES** with reports, analysis or other such materials as **ASES** may reasonably request, which, to the extent prepared by the **SECOND PARTY** specifically and exclusively for **ASES**, shall at all times be the property of **ASES**, subject to the **SECOND PARTY's** reservation of rights and the prohibitions on distribution of the **SECOND PARTY's** work product to third parties in this Agreement. The Parties will sign a mutually agreed Business Associate Agreement.
19. Subject to the **SECOND PARTY's** reservation of rights of tools and/or methods, and the prohibitions on distribution of the **SECOND PARTY's** work product to third parties in this Agreement, all information created from data, documents, messages (verbal or electronic), reports, or meetings involving or arising out of or in connection with this Agreement is property of **ASES** (hereinafter referred to as "**ASES Data and Information**"). Hence, all the documents related to the Agreement will be subject to evaluation and audits, and shall be made available, within a reasonable period of time and without modifications, for evaluation by **ASES's** personnel or their authorized representatives. Additionally, **ASES** will have the right to copy all the documents requested, at no cost.

In the same way, all documents related and produced as a result of this Agreement, including but not limited to policies, procedures, analysis, protocols, and communications, must be made available and filed with **ASES** representatives, without changes to their original format (no PDF), whenever requested. If **ASES** request copies

of these, the **SECOND PARTY** shall deliver them without alterations and/or omissions. The **SECOND PARTY** shall not refuse, and if so, it will constitute an obstruction to the efforts of **ASES's** auditors and a breach of Contract subject to penalties and sanctions.

20. No deliverable, report, data, procedure or system created by the **SECOND PARTY** for **ASES** that is necessary to fulfilling the **SECOND PARTY's** responsibilities under the Agreement, as determined by **ASES**, shall be considered proprietary of the **SECOND PARTY**.
21. The **SECOND PARTY** shall make all data and information available to **ASES** or its authorized representatives, which will also provide the data to CMS or other pertinent government agencies and authorities upon request. The **SECOND PARTY** is expressly prohibited from sharing, distributing, disseminating, or publishing **ASES Data and Information** without the express prior written consent of **ASES**. In the event of a dispute regarding what is or is not **ASES Data and Information**, **ASES** decision on this matter shall be final and not subject to appeal.
22. The **SECOND PARTY** is required to perform transfers of knowledge on a continuous basis with **ASES** personnel. The **SECOND PARTY** will be responsible of delivering reports regarding current work and completed work to the area that administers this agreement, quarterly since the execution of the Agreement, and on or before the date the of the last payment made under this contract, or within the first ten (10) days from the date of termination, whichever first. The **SECOND PARTY** must have completed a transfer of knowledge that will guarantee an orderly continuity of services and labor, including manuals, instructions and any other materials required to provide continuity and ensure that **ASES's** personnel knows and understands completed and uncompleted tasks, as well as the status and items pending to complete unfinished tasks.
23. The **SECOND PARTY** shall submit in writing any user manuals, operating manuals, maintenance manuals and/or training manuals for software or other information system programs developed for **ASES**.
24. To the extent applicable to this Agreement, this Section describes the intellectual property ownership requirements that **SECOND PARTY** shall meet:

ASES shall have all ownership rights, not superseded by other licensing restrictions, in all materials, programs, procedures, etc., designed, purchased, or developed by the **SECOND PARTY** and funded by **ASES**. The **SECOND PARTY** shall use Agreement funds to develop all necessary materials, programs, products, procedures, etc., and data and software to fulfill its obligations under the Agreement. The **ASES** funding used in the development of these materials, programs, procedures, etc. shall be documented by the **SECOND PARTY**. **ASES** shall have all ownership rights in data and software, or modifications thereof and associated documentation and procedures

designed and developed to produce any systems, programs report and documentation and all other work products or documents created under the Contract. **ASES** shall have these ownership rights, regardless of whether the work product was developed by the **SECOND PARTY** or any Subcontractor for work product created in the performance of this Contract. **ASES** reserves, on behalf of itself, the U.S. Department of Health and Human Services and its contractors, a royalty-free, non-exclusive and irrevocable license to produce, publish or otherwise use such software, modifications, documentation and procedures. Such data and software include, but is not limited to, the following:

- a. All computer software and programs, which have been designed or developed for **ASES**, or acquired by the **SECOND PARTY** on behalf of **ASES**, which are used in performance of the Agreement.
- b. All internal system software and programs developed by the **SECOND PARTY** or subcontractor, including all source codes, which result from the performance of the Agreement; excluding commercial software packages purchased under the Contractor's own license.
- c. All necessary data files.
- d. User and operation manuals and other documentation.
- e. System and program documentation in the form specified by **ASES**.
- f. Training materials developed for **ASES** staff, agents or designated representatives in the operation and maintenance of this software.

25. To the extent applicable, **ASES** acknowledges that, before executing this Agreement, the **SECOND PARTY** may have developed and designed certain programs and systems such as standard operating procedures, programs, business plans, policies and procedures, which **ASES** acknowledges are the exclusive property of the **SECOND PARTY**, as long as those programs or systems have not been developed or designed for **ASES**. Nevertheless, in case of for cause termination, **ASES** is hereby authorized to use to the extent allowable by any applicable commercial software and hardware licensing that exists at that moment or with which agreement can be reached at that moment with the vendor to modify such licensing to permit its use by **ASES**. This shall be at no cost to **ASES**, and a period determined by **ASES** will be provided to carry out an orderly transition to any new service provider. In any case where the use of such systems from an operational perspective would also influence other lines of the **SECOND PARTY's** business or where licensing restrictions cannot be remedied, the **SECOND PARTY** shall operate such systems on behalf of **ASES**. Such an operation by the **SECOND PARTY** on behalf of **ASES** can occur at **ASES's** discretion under the full supervision of their employees or appointed third party personnel. Under such a scenario, **ASES's** access to Data will be restricted through the most efficient means possible to the **SECOND PARTY's** Data segment.

26. The **SECOND PARTY** shall not deny access to **ASES Data and Information** under any case or circumstances, nor retain **ASES Data and Information** while controversies

between **ASES** and the **SECOND PARTY** are resolved and finally adjudicated. The **SECOND PARTY** may, in accordance with legal disaster recovery and records retention requirements, store copies of **ASES** data in an archival format (e.g., tape backups), which may not be returned or destroyed upon request. Such archival copies are subject to confidentiality obligations as may be set forth in this Agreement.

27. The **SECOND PARTY** acknowledges the Health Insurance Portability and Accountability Act of 1996 (better known as HIPAA), and that its privacy and security rules require any entity covered by said legislation to train its workforce in their provisions on privacy, confidentiality and security of protected information, as defined in the Act and its regulations. The Act requires the covered entity to set policies and procedures relating to privacy, confidentiality, creation, management, transmission, and access of protected information, and to train its workforce in such policies and procedures. The **SECOND PARTY** acknowledges that it is subject to compliance with the policies and procedures of HIPAA and **ASES** procedures established for compliance with HIPAA and its regulations. Hence, the **SECOND PARTY** must comply with all terms and policies of the HIPAA and must follow all standards for the handling of protected information. The **SECOND PARTY** should ask all employees, subcontractors or agents to abide by the restrictions and conditions that apply to them in the management of protected information. The **SECOND PARTY** certifies that it meets the standards set out on HIPAA and its regulations, as well as on any other state law that protects the privacy, confidentiality and security of information. **ASES** reserves the right to cancel this contract if the **SECOND PARTY** does not comply with this section of the Agreement, the HIPAA, its regulations, and any state law or regulation regarding privacy, confidentiality and security of information. The parties agree to sign a Business Associate Agreement.

28. The **SECOND PARTY** will perform all the services in accordance with the applicable professional standards. During the contract term, **ASES** may request the **SECOND PARTY** to submit an actuarial peer review, which will be prepared by an actuary or actuarial firm of **ASES**'s choice and at the **SECOND PARTY**'s cost. The Parties agree that the **SECOND PARTY**, its officers, directors, agents, and employees will be liable to **ASES** for negligence, tort, breach of contract, or otherwise, for damages no more than three (3) times the total annual professional fees paid to the **SECOND PARTY** with respect to the work in question. This limitation shall not apply in the event of fraud, willful misconduct, or gross negligence.

29. The **SECOND PARTY** should report immediately to **ASES** any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of any protected information immediately as the **SECOND PARTY** becomes aware of the event. The report shall be made in writing and delivered to the Executive Director of **ASES**, including the following:

- One or two sentence description of the event;
- Description of the roles of the people involved in the event (e.g., employees, participant users, service Providers, unauthorized persons, etc.)

- The type of Data/ Information as well as Personal Health Information that was breached;
- Enrollees likely impacted by the event;
- Number of individuals or records impacted/estimated to be impacted by the event;
- Actions taken by the **SECOND PARTY** to mitigate the event;
- Current status of the event (under investigation or resolved);
- Corrective action taken and steps planned to be taken to prevent a similar event.

The **SECOND PARTY** shall have a duty to supplement the information contained in the notification as it becomes available and to cooperate with **ASES**. The notification required by this Section shall not include any PHI.

30. The **SECOND PARTY** agrees to indemnify and hold harmless **ASES** and/or the Government of Puerto Rico from all third-party claims, suits, actions, liabilities, and reasonable attorney and defense costs, resulting from **SECOND PARTY** gross negligence, fraud or willful misconduct in the execution of this Agreement.
31. Completion of the agreed-upon Scope of Work and each of its discrete deliverables, milestones, reports, etc., is contingent upon the timely, effective and complete fulfillment of **ASES's** obligations noted herein. **ASES** will provide all necessary and reasonably requested information, direction and cooperation to enable the **SECOND PARTY** to provide the Services in a timely fashion. **ASES** agrees that the **SECOND PARTY** shall use all information and data supplied by **ASES** or on its behalf without independently verifying the accuracy, completeness or timeliness of it. The **SECOND PARTY** also agrees to use the databases and/or information identified by **ASES** to carry out the Scope of Work. The **SECOND PARTY** will not be responsible for any delays or liability arising from missing, delayed, incomplete, inaccurate or outdated information or data attributed to **ASES**. No liability, damages, penalty or default of any sort shall be attributed to the **SECOND PARTY** without the fulfillment of these obligations by **ASES** in a manner that is timely, effective and satisfactory to both Parties.
32. The **SECOND PARTY** acknowledges that in executing its professional services pursuant to this Agreement it has the obligation to exhibit complete loyalty toward **ASES**, including having no adverse interests with private or government entities or persons. Adverse interests include representing or servicing clients who have or may have interests that are contrary to **ASES**. This duty includes the continued obligation to disclose to **ASES** all circumstances of its relations with clients and third persons, and any interest that could influence the **SECOND PARTY**, while this Agreement is in effect.

The **SECOND PARTY** represents conflicting interests when, on behalf of one client it must support that which is its duty to oppose to comply with its obligations with another client. The **SECOND PARTY** also represents conflicting interests when its conduct is described as such in the standards of ethics applicable to its profession, or in Puerto Rico's laws and regulations.

The conduct herein described by one of the **SECOND PARTY**'s directors, officers or employees shall constitute a violation of this prohibition. The **SECOND PARTY** shall avoid even the appearance of the existence of a conflict of interest.

SECOND PARTY acknowledges the power of the Executive Director or its representative to oversee the enforcement of the prohibitions herein established.

33. Termination:

- A. This Agreement may be terminated by **ASES** for any reason and at any time upon thirty (30) days or less, depending on the contracted services, written prior notice to the **SECOND PARTY**.
- B. Furthermore, the **SECOND PARTY** failure to comply with its duties and responsibilities and to perform the services set forth herein, or its negligence or unlawful behavior in the execution of the Agreement, shall constitute a breach of the Agreement by the **SECOND PARTY** that entitles **ASES** to terminate this Agreement immediately without prior notice. **ASES** may also terminate this Agreement immediately without prior notice if probable cause for arrest is found or a judgment for conviction is entered against the **SECOND PARTY** or any of its officers, employees, or subcontractors authorized by **ASES** under this Agreement, for any crime against the treasury, public faith, or for crimes involving public funds or property, either of state or federal origin; or if an extraordinary fiscal situation arises that justifies an immediate budget cut.
- C. It is expressly agreed that the **SECOND PARTY** will conclude any pending work at the time of cancellation of the contract, as required by **ASES**. **ASES** will not be obliged to pay additional compensation to the agreed under this contract. The **SECOND PARTY** will not be entitled to any additional compensation except the already billed for until that date. The **SECOND PARTY** expressly acknowledges that in the eventuality of not existing or allocating funds for the payment of the contracted services, the contract will be terminated with no other right than to collect what has already been worked.
- D. It is noted that if the **SECOND PARTY** is part of the Registry of Convicted Persons for Corruption and Related Offenses "Registro de Personas convictas por Corrupción y Delitos Relacionados", this Contract will be null, and the funds paid will have to be returned to **ASES**.

34. Conflict of Interest:

- A. The **SECOND PARTY** certifies that neither it, nor any of its employees or officers, has an interest in this agreement that may interfere with their official duties as employees of any agency, instrumentality, public corporation or municipality of the Government of Puerto Rico.
- B. The **SECOND PARTY** certifies that at the time of the execution of this Agreement, it does not have, nor does it represent anyone who has interests that conflict with those of the Government of Puerto Rico, or any of its agencies or municipalities, or

ASES. If such conflicting interests arise after the execution of this Agreement, the **SECOND PARTY** shall notify **ASES** immediately.

- C.** The **SECOND PARTY** certifies that it does not have other contracts with government agencies, public corporations, or municipalities of the Government of Puerto Rico. If the **SECOND PARTY** has any other contract with the Government of Puerto Rico, it will be disclosed by written communication to **ASES** stating the amount of the contract and its effective date and termination.

35. Subcontractors:

- A.** **ASES** and the **SECOND PARTY** agree that the **SECOND PARTY** status hereunder, and the status of any agents, employees and subcontractors or experts engaged by the **SECOND PARTY** shall be that of an independent contractor only and not that of an employee or agent or **ASES**. The **SECOND PARTY** recognizes that it shall not be entitled to employment benefits such as vacations, sick leave, retirement benefits and others because of its condition as an independent contractor. The **SECOND PARTY** shall not have any power or right to enter into agreements on behalf of **ASES**.

36. Certifications:

- A.** By virtue of Act 73-2019 from the Puerto Rico General Services Administration (ASG by its Spanish acronym) The **SECOND PARTY** certifies the submission of the “CERTIFICACIÓN ÚNICA DEL REGISTRO DE PROVEEDORES DE SERVICIOS PROFESIONALES” (RUP) issued by ASG. It is expressly acknowledged that this certification is an essential condition of this Agreement. With the RUP certification the **SECOND PARTY**:

- i. Certifies and guarantees that as of the date of execution of this Agreement and to the best of its knowledge, it has not been convicted and none of its shareholders, employees, officers, or agents have been convicted, have probable cause, and that it has no knowledge that any of the foregoing is subject of any investigation, in connection with a civil or criminal procedure in state or federal court for criminal charges related to the public treasury, the public trust, a public function, or a fault that involves public funds or property including the **SECOND PARTY** its subsidiaries and/or a parent company. If the previously submitted certification to ASG is not correct in its entirety or in any of its parts, it shall constitute sufficient cause for **ASES** to terminate this Agreement immediately, without prior notice. If the status of the **SECOND PARTY** with regards to the charges previously mentioned should change at any time during the term of the Agreement, it shall notify **ASES** promptly. The failure to comply with this responsibility constitutes a violation of this Section and shall result in the remedies mentioned previously.

- ii. Certifies that at the time of execution of this Agreement it is not engaged in or is a party to any lawsuit against the Government of Puerto Rico, or any of its instrumentalities, agencies or municipalities.
- iii. Certifies that as of the date of execution of this Agreement and during the past five (5) years, it has not been required to file Puerto Rico tax returns, and Social Security tax returns with the U.S. Government as required by applicable law. The **SECOND PARTY** has submitted a Negative Certification of Debt from the Treasury Department of the Government of Puerto Rico.
 - 1. It is expressly acknowledged that this is an essential condition of this Agreement, and if this certification is incorrect, **ASES** shall terminate this Agreement immediately and the **SECOND PARTY** will have to reimburse **ASES**.
 - 2. By the end of this Agreement, the **SECOND PARTY** will present an updated Certification of Debt. The **SECOND PARTY** acknowledges that the last payment owed under this Agreement will be disbursed if such Certification of Debt is negative and no money is owed to the Treasury Department of the Government of Puerto Rico. If by the end of this Agreement there is an outstanding balance owed that cannot be cleared by the Treasury Department, the **SECOND PARTY** agrees to cancel the amount through retention from last payment.
 - 3. For purposes of this Agreement, tax debt shall mean any debt that the **SECOND PARTY** or any of its officials or other parties which **ASES** authorizes the **SECOND PARTY** to subcontract, may have with the Government of Puerto Rico for income taxes, excise taxes, real or chattel property taxes, including any special taxes levied, license rights, tax withholdings for payment of salaries and professional services, taxes for payment of interests, dividends and income to individuals, corporations and non-resident partnerships, for payment of interests, dividends, and other earnings shares to residents, and social security for chauffeurs.
- iv. Has provided ASG with a certificate of existence issued by the Department of State of the Government of Puerto Rico and a corporate resolution where the **SECOND PARTY** expressly authorizes the undersigned to execute this Agreement on behalf of the corporation, if applicable. It is expressly acknowledged that these are essential conditions of this Agreement, and if these certifications previously submitted to ASG are incorrect, **ASES** shall terminate this Agreement immediately and the **SECOND PARTY** will have to reimburse **ASES**.

- v. That as of the execution of this Agreement, it is current on payment of workers' compensation premiums in accordance with applicable law. The **SECOND PARTY** has provided ASG with a negative certification of debt from the Workers Compensation Corporation of the Government of Puerto Rico, if applicable. It is expressly acknowledged that this is an essential condition of this Agreement, and if the certification previously submitted to ASG is incorrect, **ASES** shall terminate this Agreement immediately and the **SECOND PARTY** will have to reimburse **ASES**.
- vi. Agrees to pay all unemployment insurance premiums due in accordance with applicable law. The **SECOND PARTY** represents that as of the date of execution of this Agreement, it is current on payment of unemployment insurance premiums due in accordance with applicable law. It is expressly acknowledged that this is an essential condition of this Agreement, and if the certification previously submitted to ASG is incorrect, **ASES** shall terminate this Agreement immediately and the **SECOND PARTY** will have to reimburse **ASES**.
- vii. Warrants that at the time of execution of this Agreement it has no obligation to retain child support payments. It is expressly acknowledged that this is an essential condition of this Agreement, and if the certification previously submitted to ASG is incorrect, **ASES** shall terminate this Agreement immediately and the **SECOND PARTY** will have to reimburse **ASES**.
- viii. Represents that as of the date of execution of this Agreement, it is current on payment of property taxes in accordance with applicable law. It is expressly acknowledged that this is an essential condition of this Agreement, and if this certification previously submitted to ASG is incorrect, **ASES** shall terminate this Agreement immediately and the **SECOND PARTY** will have to reimburse **ASES**.
- ix. Has provided, as a condition for the execution of this Agreement, the following certifications to ASG:
 - 1. Certification of having filed income tax returns in the past five (5) years from the Treasury Department of Puerto Rico (Model SC-6088)
 - 2. Certification from Puerto Rico's Treasury Department attesting that there is no outstanding debt or, if a debt exists, that it is subject to payment plan (or pending administrative review under applicable law or regulations) (Model SC-6096)
 - 3. Certification from Puerto Rico's Center for the Collection of Municipal Revenues ("CRIM" for its Spanish acronym) certifying that there is no outstanding

debt in the past five (5) years or, if a debt exists, that it is subject to payment plan (or pending administrative review under applicable law or regulations).

4. Certification from Puerto Rico's Department of Labor and Human Resources of compliance with unemployment insurance, temporary disability insurance and/or chauffeur's social security, if applicable.
5. Certification of incorporation from the State Department of Puerto Rico.
6. Certificate of Good Standing
7. Certifications of no outstanding alimony or child support debts, if applicable.
8. Merchant Registry Certification (Model SC 2918)
9. Certification of Sales Tax Return File (IVU for its Spanish acronym) (model SC 2927) and if apply, certification of No Debt of Sales Tax Return.

- x. It is expressly recognized that the foregoing are material conditions of this Agreement. In the event the above certifications and acknowledgments contained in this clause are not correct, in whole or in part, it shall be sufficient cause for **ASES** to terminate the Agreement, and the **SECOND PARTY** shall reimburse **ASES** any sum of monies received under the same.

37. Both **PARTIES** hereby declare that, to the best of their knowledge, no public officer or employee of the Government of Puerto Rico, its agencies, instrumentalities, public corporations or municipalities or employee of the legislative or judicial branches of the government has any direct or indirect interest in the present Agreement that is not duly recognized by law; that no person requested or accepted gifts, gratuities, favors, services, donations, loans or anything else in return for this Agreement; that no person requested or accepted any goods from the **SECOND PARTY** as payment for performing the duties and responsibilities of their jobs with **ASES**; and that the **SECOND PARTY** or its officials has no family relationship, within the fourth degree of consanguinity or second degree of affinity, with any official or employee of **ASES** with the power to influence and participate in public policy decisions of **ASES**.

38. The **SECOND PARTY** is an independent contractor and as such shall be responsible for the payment of its income taxes and its individual and employers' withholdings under the applicable tax laws of Puerto Rico or the US Internal Revenue Code. The **SECOND PARTY** is not entitled to fringe benefits, such as retirement or disability. **ASES** will neither retain, nor discount, any amounts from payments made to the **SECOND PARTY** for income tax purposes or for Social Security, except those applicable in accordance with the Puerto Rico Internal Revenue Code and its

regulations.

39. The **SECOND PARTY** will offer professional consulting services to **ASES**. Therefore, **ASES** will be responsible for the withholding of one point five (1.5) percent of the amounts paid under this Contract and shall forward such withholding to the Treasury Department of the Government of Puerto Rico pursuant to Act No. 48-2013.
- A. The Code of Internal Revenue establishes that **ASES** will withhold ten (10) percent from the professional services payment rendered under this Agreement, if it is a foreign corporation under the law of any state, twenty (20) percent of the payment will be withheld and if it is a foreign corporation under the law of other country, it will be withheld twenty-nine (29), percent unless the **SECOND PARTY** presents to **ASES** a retention waiver from the Treasury Department of the Government of Puerto Rico. The items to defray the subsistence allowance, accommodation or other similar expenses will not be subject to withholding.
40. The **SECOND PARTY** warrants and agrees that in the provision of services under this Agreement it will not discriminate based on race, color, gender, origin or social status, age, political or religious beliefs or any other discriminating cause. The **SECOND PARTY** also acknowledges that under the provisions of Act No. 100 of June 30, 1959, as amended, they cannot discriminate against a person for his or her sexual orientation, gender, gender identity, ethnicity, marital status, birth, or for the person's physical or mental impairment.
41. The **SECOND PARTY** also certifies and warrants that at the moment of the execution of this Agreement is in complete compliance with Act No. 168-2000, as amended, also known as "Ley para el Fortalecimiento del Apoyo Familiar y Sustento de Personas de Edad Avanzada."
42. The **SECOND PARTY** agrees that in connection with the services provided hereunder, it will comply with all the applicable employment laws and regulations.
43. Documents presented by the **SECOND PARTY** that will become part of the Contract:
- A. Certification issued by the ASG as part of the active registry on the *Registro Único de Proveedores de Servicios Profesionales (RUP)*.
 - B. Contractor Certification Requirement indicating if any subcontractor will be needed in connection with this Agreement.
 - C. HIPAA training evidence, if applies.
 - D. Conflict of Interest Certification by virtue of the PR Government Ethics Act.
 - E. Evidence of active registry on the System for Award Management (SAM).
44. The **SECOND PARTY** certifies that it has received a copy of and agrees to comply with Act No. 2-2018, as amended, which establishes the Code of Ethics for contractors, suppliers and applicants for economic incentives of the Executive Agencies of the Government of Puerto Rico and the Government Ethics Law, Act No. 1-2012, as amended.
45. No amendment of this Agreement shall be valid unless in writing and signed by both

parties.

46. Unless otherwise provided in this Agreement, any notice to the parties required or permitted hereunder will be deemed to have been duly given as of the date of receipt if in writing and delivered personally, mailed by certified mail, return receipt requested, or sent by overnight delivery by the U.S. Postal Service or other independent carrier, to the following:

[CONTRACTOR INFORMATION]

Attn:

Puerto Rico Health Insurance Administration (ASES)

Attn:

PO Box 195661

San Juan, PR 00919-5661

Either party may change its address for notice by giving the other party prior written notice of the new address in conformity with the foregoing provisions of this Section and the date upon which such a new address will become effective.

47. The **SECOND PARTY** acknowledges that it cannot continue to provide services under this Agreement after its expiration date or when such services entail payment of an amount that exceeds the total allowed for this Agreement. No services will be paid in violation of this clause, and any request and acceptance of services in violation of this provision will be made without any legal authority and will not bind **ASES**.
48. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other oral or written representations, understandings or agreements relating to the subject matter hereof. Neither party shall be bound by the provisions of any pre-printed or other written terms and conditions after the date of this Agreement relating to the subject matter hereof unless such additional terms and conditions are made effective pursuant to the Amendments subsection of this section.
49. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then such provision shall be invalid, but each other provision hereof not so affected shall be enforced fully as permitted by applicable law.
50. This Agreement shall be governed by and construed in accordance with the laws of the Government of Puerto Rico. The courts and authorities of the Government of Puerto Rico shall have jurisdiction over all controversies that may arise with respect to this Agreement. The parties hereby waive any other venue to which they might be entitled by virtue of domicile or otherwise. Should either party initiate or bring a suit or action before any other court, it is agreed that upon application, any such suit or action shall be dismissed, without prejudice, and may be filed in accordance with this provision. The party bringing the suit or action before a court not agreed to herein shall pay to the other party all the costs of seeking dismissal including reasonable attorney's fees.
51. **ASES** certifies that the present contract has the appropriate governmental authorizations necessary for its execution and according to provisions in the Act No. 66 of June 17, 2014,

known as the "Fiscal and Operational Sustainability Act of the Government of the Commonwealth of Puerto Rico". Nevertheless, **ASES** is not exempted from registering this transaction in the Government of Puerto Rico Office of Management and Budget (OGP by its Spanish acronym) Electronic Platform.

52. Circular Letter 006-2025 from the Office of Management and Budget of June 12, 2025.

A. **Interagency services:** Both contracting **PARTIES** acknowledge and agree that the contracted services may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct order of the Office of the Government Chief of Staff ("Oficina de la Secretaría de la Gobernación"). These services will be performed under the same terms and conditions regarding hours of work and compensation set forth in this Agreement. For purposes of this Section, the term "entity of the Executive Branch" includes all agencies of the Government of Puerto Rico, as well as instrumentalities, public corporations, and the Office of the Governor.

B. **Termination:**

- i. The Government Chief of Staff shall have the authority to terminate this Agreement at any time.
- ii. In case this Agreement is exempted from authorization from the Government Chief of Staff according to the dispositions specified in Circular Letter 006-2025, the Government Chief of Staff shall have discretion to take any necessary steps in those situations when a breach or potential breach with the public policy established by the Governor is observed.

C. **Financial Oversight and Management Board Contract Review Policy for Puerto Rico:** The Parties acknowledge that the **SECOND PARTY** has submitted the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Management and Oversight Board for Puerto Rico, signed under penalty of perjury by the Executive Director of the Contractor (or another officer with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor Certification Requirement" is included as an annex to this agreement.

53. Circular Letter 013-2021 from the Office of Management and Budget of June 7, 2021:

1. **ASES** certifies that **SECOND PARTY** was selected as a provider of the professional services described in this contract pursuant to Executive Order 2021-029. Likewise, **THE PARTIES** certify that they are aware of the provisions of said Executive Order and Circular Letter and that any contract covered by it that has not followed the processes and requirements established therein will be terminated."
2. At the time of signing this contract, **SECOND PARTY** does not maintain a contractual relationship in force with any entity of the Government of Puerto Rico. In addition, **SECOND PARTY** acknowledges and accepts that omitting to mention any governmental entity, with which it has a current contractual relationship may result in the termination of this contract if required by **ASES**.

54. It is certified that the Legal Advisor of **ASES** reviewed this Contract and determined that it complies with the applicable laws and regulations.

IN WITNESS WHEREOF, the parties hereto sign this Agreement, in San Juan, Puerto Rico this ____day of ____2025.

PUERTO RICO
or] INSURANCE ADMINISTRATION

Executive Director
EIN:

HEALTH
[Contract

EIN:

Budget item account:

APPENDIX I

Questions and Answers Template

RFP # 2025-004 (Actuarial Services)

Appendix I is the Question and Answers Template to be used by Offerors when providing questions to PRHIA regarding this RFP. It is imbedded in this document but also is included as a separate WORD document entitled Appendix I– Questions and Answers Template.

Instructions:

Please provide all questions by populating this template. For each question, first include the specific section number to which the question pertains. Then provide the specific page number of the document that the question pertains to and provide the detailed question. All questions submitted in this Template are subject to the conditions set forth in this RFP. **Please only submit questions using this Template and save it and send as a WORD document only. Questions sent in other formats (e.g., PDF) will not be accepted.** PRHIA reserves the right to disregard any questions that have not been submitted using this template.

#	Section #	Page #	Questions	Answers
1				
2				
3				
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APPENDIX J

Lobbying Certification for Contracts, Grants, Loans, And Cooperative Agreements

RFP #2025-004 (Actuarial Services)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Proponent certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proponent understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Proponent's Authorized Official

Name and Title of Proponent's Authorized Official

Date

APPENDIX K

Mandatory Requirements Sworn Statement

RFP #2025-004 (Actuarial Services)

The Mandatory Requirements Sworn Statement will be provided separately in a Microsoft Excel Worksheet format.

APPENDIX L

Video Submission Requirement

RFP #2025-004 (Actuarial Services)

To comply with the RFP's language fluency and/or proficiency criteria, the Offeror's key personnel who must meet this requirement shall submit a video recording in Spanish. This video should:

1. Be no longer than 3 minutes.
2. Include responses to the following listed questions.
3. The responses must be spoken entirely in **Spanish**, demonstrating fluency and/or proficiency.
4. Preferably, the submitted video should be in MP4 format.

Questions:

1. Provide a brief overview of your professional background and experience. (Proporcione una breve descripción de su trayectoria y experiencia profesional.)
2. Describe a significant challenge you have faced in your career and explain the approach you took to overcome it. (Describa un desafío significativo que haya enfrentado en su carrera y explique cómo logró superarlo.).
3. What has been the most rewarding or fulfilling moment of your professional journey, and why? (¿Cuál ha sido el momento más gratificante o satisfactorio de su trayectoria profesional, y por qué?)

This submission will be used by PRHIA to verify the key personnel's Spanish language fluency and/or proficiency as required by the RFP. This submission will be part of the scoring for question 7.3.2 of the RFP.

In addition to the video submission, PRHIA reserves the right to schedule an additional video call with key personnel to further validate the language requirement

IMPORTANT: With the video submission, the Offeror must submit a signed certification attesting that the video reflects the key personnel's Spanish language capabilities in good faith, that the video was not edited in any way, and that no artificial intelligence was used in this recording.

Failure to submit this certification may result in Offeror's disqualification.