

**ADMINISTRACIÓN DE
SEGUROS DE SALUD DE PUERTO RICO
(ASES)**

**PUERTO RICO HEALTH INSURANCE
ADMINISTRATION (ASES)**



GOBIERNO DE PUERTO RICO
ADMINISTRACIÓN DE SEGUROS DE SALUD

**ENROLLMENT COUNSELOR PROGRAM
For Plan Vital**

RFP #2025-003 (EC)

ISSUE DATE: JANUARY 31, 2025

**PROPOSAL DUE DATE: MARCH 13, 2025, ON OR BEFORE
11:59 PM (AST)**

TABLE OF CONTENTS

- 1. GENERAL INFORMATION.....1**
 - 1.1 Purpose of RFP 1
 - 1.2 Government Health Plan..... 1
 - 1.3 Enrollment Counselor Program 2
 - 1.4 Scope of the RFP 3
 - 1.5 Term of Contract..... 5
 - 1.6 Procurement Contact..... 6
 - 1.7 Content of RFP 6

- 2. CONDITIONS GOVERNING THIS REQUEST 7**
 - 2.1 Issuing Office and RFP Reference Number..... 7
 - 2.2 Schedule..... 7
 - 2.3 Details of the Schedule 8
 - 2.4 General Requirements..... 15

- 3. SCOPE OF WORK AND EXPERIENCE REQUIREMENTS. 28**
 - 3.1 Minimum General Requirements..... 28
 - 3.2 General Provisions 28
 - 3.3 Contact Center Services:..... 30
 - 3.4 Maintenance Services: 35

3.5 Staffing and Key Personnel:	38
3.6 Training.....	43
3.7 Other Contractor Responsibilities.....	44
3.8 Requirements for Written and Electronic Materials and Auxiliary Aids	45
3.9 Enrollee Rights and Responsibilities	47
3.10 Member Enrollment Satisfaction Survey.....	47
3.11 Information Management and Systems and Business Continuity Plan	48
3.12 Subcontracts.....	51
3.13 Reporting.....	53
3.14 Records Requirements	53
3.15 Just Cause Disenrollment.....	54
3.16 Member Experience	54
3.17 Key Service Level Metrics.....	56
4. PROPOSAL FORMAT, ORGANIZATION AND CONTENT.	56
4.1 Format Requirements.....	56
4.2 Format Rules	62
4.3 Signature	57
5. EVALUATION PROCESS.....	57
5.1 General Evaluation Process	57
5.2 Scoring Summary for the Proposal.....	58
5.3 Scoring Criteria for the Technical and Cost evaluation.....	58

5.4 Mandatory Requirements Evaluation	59
5.5 Technical Proposal Evaluation	60
5.6 Proposal Evaluation	61
5.7 Best And Final Offer	68
5.8 Intent to Award Contract	62
6. MANDATORY REQUIREMENTS	63
6.1 Letter of Transmittal	63
6.2 Company Description	63
6.3 References.....	64
6.4 Conflict of Interest	65
6.5 Suspension and Debarment Form	65
6.6 Financial and Legal Documentation	65
6.7 Insurance Policies	69
6.8 Subcontractor	69
6.9 Proposal Bond.....	71
6.10 Redacted Proposals	73
7. TECHNICAL PROPOSAL	73
7.1 Readiness and Operational Capacity (Total Maximum Points - 25 points).....	73
7.2 Staffing (Total Maximum Points- 40 points).....	74
7.3 Contact Center Support (Total Maximum Points- 55 points).....	75
7.4 Language Communication Requirements (Total Maximum Points- 15 points)....	76

7.5 Training (Total Maximum Points – 30 points)76

7.6 Information Technology (Total Maximum Points – 50 points).....77

7.7 Member Experience (Total Maximum Points – 25 points)79

8. COST PROPOSAL.....79

8.1 General Instructions79

8.2 Cost Proposal Worksheet 85

8.3 Bidding Rules, Requirements, Process, and Adjustments82

Appendixes A-I

Attachments A-H

1. GENERAL INFORMATION

1.1 Purpose of RFP

This document constitutes a request for proposals from qualified entities to serve as the Puerto Rico Health Insurance Administration's (ASES or Administración de Seguros de Salud or ASES for its Spanish acronym) Enrollment Counselor for the Government Health Plan (GHP) - Plan Vital.

1.2 Government Health Plan

- 1.2.1 Pursuant to Title XIX of the Federal Social Security Act, codified as 42 USC 1396 et seq. ("the Social Security Act"), and Act No. 72 of September 7, 1993, of the Laws of Puerto Rico ("Act 72"), as amended, a comprehensive program of medical assistance exists in Puerto Rico. The Puerto Rico Department of Health ("the Health Department" or PRDoH) is the Single State Agency designated to administer medical assistance in Puerto Rico under Title XIX of the Social Security Act of 1935, as amended, and is charged with ensuring the appropriate delivery of health care services under the Medicaid and the Children's Health Insurance Program ("CHIP") in Puerto Rico. ASES manages these programs pursuant to a delegation of authority.
- 1.2.2 ASES is a public corporation with autonomy to develop and execute the terms of its organic law - Act No. 72. Pursuant to this statutory provision, ASES has established a managed care program under the medical assistance program, known as "Government Health Plan", "GHP" or "Plan Vital". As part of its responsibilities, ASES currently holds contracts with four (4) Managed Care Organizations (MCOs) to provide health services to individuals who are eligible for Medicaid and other enrollees, as established by applicable law, known as Plan Vital, serving approximately 1,054,054 beneficiaries.
- 1.2.3 Under Plan Vital, enrollees are able to select an MCO that best meets their needs. Choice counseling functions are a key component of the GHP program and are aimed at ensuring that potential enrollees and active enrollees have the resources available to receive timely, unbiased, and appropriate information about their MCO options in order to make an informed decision about an MCO best suited to address their needs.

1.3 Enrollment Counselor Program

- 1.3.1 An Enrollment Counselor, as defined at 42 CFR 438.810(a)-(b), is an entity independent of any MCO (Managed Care Organization), PIHP (Primary Care Health Plan, type of MCO that provides comprehensive benefits), PAHP (Primary Care Health Plan that provides comprehensive benefits), PCCM (Primary Care Case Management Entity), PCCM entity or other health care provider that furnishes health care services in Puerto Rico, that is organized for the provision of choice counseling, and for purposes of this Request for Proposals (“RFP”), some enrollment activities. This means that the entity must not have any ongoing contracts with an MCO or health care provider in Puerto Rico, regardless of participation in federal health care programs. For more information, see Section 2.4.22 of this RFP.
- 1.3.2 Choice counseling is a required element of the federal beneficiary support system. A general description of the required functions of the Enrollment Counselor is as follows:
- 1.3.2.1 Provides choice counseling for all potential enrollees and enrollees, except the Platino, Foster Children and Domestic Abuse Victims and inmate populations¹, who disenroll from their current MCO.
 - 1.3.2.2 Provides assistance in understanding the managed care delivery system under the GHP.
 - 1.3.2.3 Assists in enrollment activities, which may include taking enrollments by phone, or through electronic methods of communication.

*Note: The Medicaid Program has the sole authority to determine eligibility for the GHP, unless otherwise established by Act No. 72 of 1993.

- 1.3.3 The Enrollment Counselor provides essential choice counseling functions to support active enrollees during their annual open enrollment period and ongoing for newly eligible individuals. Also, for a general overview of the Enrollment Process, see Article 5 of the Model Contract, Attachment H of this RFP.

¹ The Foster Care, Domestic Violence and Inmate populations are Auto Enrolled in one MCO and are not eligible to enroll into another MCO. When an enrollee ceases to be part of the Domestic Violence or Foster Care Populations but continues to be an Eligible Person, it will be considered a for-cause reason for which the enrollee may select a new MCO.

- 1.3.4 ASES is the owner of the “ASES Enrollment Counselor Technology Platform” or the “Platform” which is used by the Enrollment Counselor for conducting these services. The Platform includes, but is not limited to, the following components, modules and functionalities, except for certain exclusive components, services and/or functionalities that pertain to a contact center that are proprietary of a third party:
- a) Web-Based Application for Choice Counselors (assisted service)
 - b) Web-Based Application for enrollees (self-service)
 - c) Provider Search Portal - <https://planvital.org/>
 - d) Metrics and Reports
 - e) Security and Configuration
 - f) System Interfaces
 - g) Centralized Database
 - h) Virtual Appointment (does not include the call transfer service)
 - i) “Vital Contigo”
 - j) ASES Mobile Application, which is an additional channel and core component of the Platform
 - k) Automated Emails

See Attachment A for more technical information on the Platform.

- 1.3.5 As of December 31, 2024, the GHP population that may use the services of the Enrollment Counselor was 1,051,613 beneficiaries.
- 1.3.6 The 2025 Annual Open Enrollment Period started on January 1, 2025, and will conclude on February 14, 2025.
- 1.3.7 The current call, communications, and transaction volume for the last twenty-one (21) months is included in Attachment B.
- 1.3.8 The current number of contact center choice counselors for annual open enrollment periods is 27 agents, and for “steady state” operation periods is 17 agents.

1.4 Scope of the RFP

- 1.4.1 The intent is to award a contract to a qualified entity demonstrating the ability to meet all requirements of this RFP for the provision of services and functions, as further described in Section 3 of this RFP and Articles 4-8 of the Model Contract, Attachment H of this RFP, subject to the following stipulations and conditions:

- A. The Offeror is in compliance with all applicable legal requirements to become a government service provider. (i.e. Sections 6.5 & 6.6)
- B. The burden is on the Offeror to present sufficient assurance to ASES that awarding the Contract to the Offeror shall not create a Conflict of Interest. (See Sections 2.4.21 & 2.4.22 of this RFP for additional information on compliance with Conflict of Interest requirements).
- C. ASES will reject the Proposal of any Offeror that is not a responsible Offeror or that fails to submit a responsive offer.
- D. ASES may make such investigations as it may deem necessary and/or convenient to determine the Offeror's ability to adhere to the requirements specified in this RFP. ASES reserves the right to check any references, regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal and/or result from independent analysis by the Evaluation Committee members, or those that result from communication with other entities involved with similar projects. Results of these reviews are intended to contribute to the recommendation of the Evaluation Committee. Information to be requested and evaluated from references may include, but is not limited to, some or all of the following:
 - a. Project description and background,
 - b. Job performed,
 - c. Functional and technical abilities,
 - d. Communication skills and timeliness,
 - e. Problems (e.g., poor quality of deliverables, contract disputes)
 - f. Results of federal or other audits,
 - g. Overall performance, and
 - h. Whether or not the reference would re-engage the contractor.
- E. The Offeror must agree to and quote costs based on the Total Ownership Cost Method. The Total Ownership Cost Method includes not only the direct costs of the specific deliverables required for the provision of the Contracted Services, but also all indirect costs that would be logically attributed to the provision of such Services. It is all-inclusive rates.

F. **READINESS REVIEW:** Following execution of the Contract, the successful Offeror shall work with ASES through a readiness review period to demonstrate its readiness to carry out the provisions outlined in the Contract, including all Appendices. The “readiness review” will commence shortly after the Contract is awarded. The scope of the review will be determined by ASES. See, Sections 2.3.10 & 2.3.11 of this RFP. Payment of any allowable and applicable implementation costs is contingent upon the Contractor’s ability to meet all readiness review requirements, and any additional applicable requirement stated in this RFP and ensuing Contract.

1.4.2 Responses submitted must demonstrate the capacity and ability to conduct these functions for ASES.

1.4.3 ASES is seeking Offerors that:

1. Demonstrate a clear understanding of ASES’s needs, the services sought, and the Offeror’s responsibilities.

2. Demonstrate that the Offeror understands its role as partner and advisor to ASES.

3. Demonstrate the Offeror’s capability to perform all services and meet all Contract requirements.

4. Demonstrate how the Offeror will contribute to the achievement and advancement of ASES’s goals and objectives.

5. Demonstrate financial capacity and stability to perform the services of this RFP.

6. Demonstrate operational capacity to support an August 1, 2025, Effective Date to commence the provision of services

1.5 Term of Contract

The intent is to award a contract to an entity demonstrating its ability to meet all the requirements of this RFP. The effective date of this Agreement will be August 1, 2025, through July 31, 2028 with two (2) options to renew for an additional contract year each, that is, from August 1, 2028 until July 31, 2029 (1st extension), and from August 1, 2029 until July 31, 2030 (2nd extension), subject to the availability of funds.

1.6 Procurement Contact

The Procurement Contact is the sole point of contact regarding the RFP from the date of issuance until selection of the successful Offeror. Any inquiries or requests regarding this procurement shall be submitted in writing and by email.

The Offeror may only contact the Procurement Contact regarding this procurement. Other Government of Puerto Rico employees, consultants, and agents do not have the authority to respond on behalf of ASES. ASES shall not assume responsibility for any answers or clarifications provided by other ASES staff, or by any other Government of Puerto Rico employee or agent. An Offeror that contacts another Government of Puerto Rico employee or agent in violation of this requirement will be excluded and disqualified from further participation in this RFP. See Section 2.4.19 of this RFP.

The decisions notified by the Procurement Contact on any matter regarding this RFP shall be final.

Contact information for the Procurement Contact is as follows:

Mrs. Leilani Valle Donato, Esq.
Principal Proposal Adjudicator
1549 Calle Alda
San Juan, PR 00926-2712
asesprocurement@ases.pr.gov

1.7 Content of RFP

This RFP defines ASES's minimum service requirements, solicits responses and outlines the process for evaluating proposals and selecting the Contractor. This RFP contains the following information:

1. Instructions to Offerors contained throughout this RFP
2. Procedures and policies for the presentation and for the adjudication of the proposal
3. Technical specifications and Utilization Data
4. Appendices, including the Cost Proposal Template and Other Required Forms

2. CONDITIONS GOVERNING THIS REQUEST

The following is the schedule and major events as currently defined as well as the conditions governing this process.

2.1 Issuing Office and RFP Reference Number

ASES is the issuing office for this RFP and all subsequent addenda relating to it. This RFP is titled Enrollment Counselor Program for Plan Vital, and its reference number is RFP #2025-003 (EC).

2.2 Schedule

The delivery schedule set forth herein represents ASES's best estimate of the schedule that will be followed. Unless stated otherwise, **items will be due at 11:59 p.m. (Atlantic Time) on the dates specified below.** If a component of this schedule—such as *Submission of Proposals*—is delayed, the rest of the schedule will likely be shifted by the same number of days. ASES will make every effort to adhere to the following schedule:

Action	Responsible Party	Date
1. Issuance of RFP	ASES	January 31, 2025
2. Deadline for questions	Potential Offerors	February 14, 2025
3. Publishing of Responses to Written Questions	ASES	February 27, 2025
4. Submission of Proposals	Offerors	On or before March 13, 2025
5. Submission of Proposal Bond	Offerors	On or before 4:00 PM (AST) on March 13, 2025
6. On Site Visit	ASES	To be announced.
7. Notice of intent to award Contract	ASES	No later than May 1, 2025
8. Reconsideration/Request for Administrative and Judicial Review	Offerors	Ten (10) days after the notification of the Notice of Intent to Award
9. Contract Execution	ASES and Awarded Offeror	No later than May 27, 2025
10. Readiness Review Process	ASES and Awarded Offeror	Starts no later than June 1, 2025

11. Readiness Certification	ASES and Awarded Contractor	No later than July 22, 2025
12. Final Transition		No later than July 28, 2025
13. Go-Live Date	ASES	August 1, 2025
<p>NOTE: Dates are subject to change based on number of Proposals to evaluate and final approval from federal partners.</p> <p>ASES reserves the right to request additional/clarification from the Offeror at any time during the process.</p>		

2.3 Details of the Schedule

2.3.1 Notice of Intent to Participate

Potential Offerors are encouraged to promptly return by email the Notice of Intent to Participate that accompanies this document (Appendix A) and preferably not later than March 7, 2025, to have their organization placed on the procurement distribution list and receive the username and password to access the secure site where Proposals will be uploaded. **FAILURE TO SUBMIT THIS FORM AT LEAST ONE BUSINESS DAY BEFORE THE DATE OF SUBMISSION OF THE PROPOSAL WILL BE INTERPRETED AS A DECLINATION TO PARTICIPATE IN THIS PROCESS.**

The form must be signed by the Offeror’s representative authorized to legally bind the Offeror, dated, and returned to asesprocurement@ases.pr.gov. If an Offeror does not receive a username and password within three (3) business days from the date of submission of Appendix A, the Offeror may contact the Procurement Contact.

At a minimum, the procurement distribution list will be used to distribute:

- Written responses to questions*; and
- Any RFP amendments*.

***THESE DOCUMENTS WILL ALSO BE POSTED IN ASES’S WEB PAGE UNDER “CONTRATACIÓN GUBERNAMENTAL”/PUBLIC NOTICES FOR RFPs.**

2.3.2 Deadline to submit written questions regarding RFP

Offerors that fail to report a known or suspected problem with the RFP and/or its accompanying materials or fail to seek clarification and/or correction of the RFP and/or its accompanying materials shall submit a Proposal at their own risk. In addition, if awarded the Contract, the Contractor shall not be entitled to additional compensation for any additional work caused by such problem, including any ambiguity, conflict, discrepancy, omission, or error.

Potential Offerors may submit to the Procurement Contact a maximum of **twenty-five (25)** written questions as to the intent or clarity of this RFP and its appendices. The Offeror shall submit all questions by a non-encrypted email that must contain the following as the subject line:

RFP #2025-003 (EC) - Question/Clarifications

Questions shall be clearly labeled and shall cite the Section(s) in this RFP or other document that forms the basis of the question. For example, if the Offeror has a question related to this procurement schedule, the Offeror must cite to Section 2.2 of this RFP.

No compound or multi-part questions are allowed. If submitted, each part of the compound or multi-part question will count as one (1) of the twenty-five (25) questions allowed. ASES will not answer more than twenty-five (25) questions per Offeror.

Questions must be received by the deadline **on February 14, 2025**.

2.3.3 Publishing Responses to Written Questions/RFP Amendments

Written responses to questions and any RFP amendments will be distributed to all potential Offerors appearing on the procurement distribution list. They will also be published on ASES's WebPage under "CONTRATACIÓN GUBERNAMENTAL/PUBLIC NOTICES FOR RFPs".

ASES shall make every effort to provide answers as close to the deadline. ASES reserves the right to determine, at its sole discretion, appropriate and adequate responses to written comments, questions, and requests for clarification. To the extent practical, inquiries shall remain as submitted. However, ASES may consolidate and/or paraphrase similar or related inquiries.

ASES official responses and other official communications pursuant to this RFP shall constitute an amendment or supplement of this RFP.

ASES reserves the right to amend this RFP (including all appendices) any time before the closing date for submitting proposals, excluding changes to the schedule of events. Amendments shall be sent to all Offerors appearing on the procurement distribution list pursuant to Section 2.3.1 of this RFP.

2.3.4 Deadline for the Submission of Proposal and Proposal Bond

2.3.4.1 Proposals are due on or before 11:59 PM (AST) on March 13, 2025. Any Proposal received after this deadline **will be rejected and will cause the Proposal to be disqualified.**

WARNING: Offerors must take all necessary precautions to upload the documents with sufficient time before the deadline and closing of all access and make sure that they all were properly uploaded.

2.3.4.2 Offerors are required to submit only one (1) Proposal in response to this RFP. The entire Proposal must be uploaded onto the secure site with the unique password and username given to the Offeror. The Offeror must place the Proposal in the appropriate folders with the Offeror's name.

2.3.4.3 The Offeror shall not distribute the Proposal to any entity not specified in this RFP, nor shall the Offeror share its Proposal with other potential Offerors.

2.3.4.4 The contents of any Proposal shall be maintained in strict confidentiality by ASES according to **Section 2.4.5 of this RFP** and shall not be disclosed to competing Offerors or the general public during the procurement process and only may be disclosed after the Contract is awarded.

2.3.4.5 Submission of Proposal Bond

2.3.4.5.1 The Offeror must submit a Proposal Bond, in the terms specified in Section 6.9 of this RFP. A true and exact copy of the Original Proposal Bond must be included with the Proposal on the due date for submission of the Proposal.

2.3.4.5.2 The Original Proposal Bond must be submitted, either via hand delivery or courier service delivery, to the ASES Administrative and Finance Office, **no later than 4:00 PM AST, March 13, 2025.**

IF THE COPY SUBMITTED WITH THE PROPOSAL IS NOT A TRUE AND EXACT COPY OF THE ORIGINAL BOND SUBMITTED, IT WILL BE CONSIDERED THAT THE PROPOSAL BOND WAS NOT TIMELY SUBMITTED.

FAILURE TO PROVIDE A PROPOSAL BOND IN THE TERMS SPECIFIED IN THIS RFP WILL CAUSE THE PROPOSAL TO BE DEEMED INCOMPLETE AND THE OFFEROR WILL BE DISQUALIFIED.

2.3.5 On Site Visit

The on-site visit consists of walk-throughs of the Offerors' operations and system demonstrations. The specific dates for the visits will be announced at least 24 hours in advance. This event will not be scored but will only be considered as part of the holistic evaluation of the Executive Committee.

2.3.6 Notice of Intent to Award Contract

The Executive Director of ASES shall send the awarded Offeror a written Notice of Intent to Award. A copy of the same shall be notified to all other participating Offerors.

2.3.7 Reconsideration/Request for Administrative and Judicial Review

2.3.7.1 Any Offeror who understands that it has been affected by the final determination of ASES in the adjudication of this RFP may submit a written Petition for Reconsideration within **ten (10) Calendar Days** from the date of the mailing of the Notice of Award of this RFP. This is a jurisdictional term, not subject to extension of time. Failure to timely present the petition will preclude ASES from considering the Petition for Reconsideration.

2.3.7.2 The Petition for Reconsideration must be addressed to the attention of ASES's Board of Directors and sent by mail and email to the following addresses:

Urb. Caribe Sector El Cinco
1549 Calle Alda
San Juan, PR 00926-2712
Tel. (787) 474-3300 ext. 3006
asesprocurement@ases.pr.gov

2.3.7.3 The envelope must clearly and prominently state the name and number of this RFP and be titled “PETITION FOR RECONSIDERATION”. The email must include in the subject “Petition for Reconsideration”.

2.3.7.4 Notification to other Offerors

The petitioner must notify all other Offerors who participated in this RFP with a copy of the Petition of Reconsideration within the same term mentioned in Section 2.3.7.1 of this RFP. This is a requirement of strict compliance.

2.3.7.5 The petition must contain the following requirements, which are essential to perfect the petition:

1. Be signed by a duly Authorized Representative of the petitioner;
2. Clearly establish the relevant facts, reasons and arguments on which it is based;
3. Include the necessary documentary evidence to sustain the veracity of the facts alleged;
4. Clearly state the remedy(ies) sought;
5. Certify that all parties have been duly notified of the petition, as stated in Section 2.3.7.4 of this RFP.

Failure to duly comply with these requirements may be sufficient cause to dismiss the petition.

2.3.7.6 Ruling on the Petition for Reconsideration

The Board of Directors of ASES shall consider the Petition for Reconsideration within ten (10) calendar days of the filing of the petition. If it does not consider the Petition within the ten (10) calendar days, then it shall be understood that it denied the same. If it does consider the petition, the Offeror will be notified via email. The Board will have thirty (30) calendar days to issue its final determination on the Petition. ASES may extend said term only once, for an additional term of fifteen (15) calendar days.

If a ruling on the Petition is made, the twenty (20) calendar days for requesting judicial review will begin from the date on which a copy of the notification of the decision of the Board of Directors of ASES was deposited in the mail.

If the Board of Directors does not consider the Petition within the initial ten (10) day period, the Petition for Reconsideration shall be deemed rejected outright, and the twenty (20) calendar day's term to request judicial review before the Court of Appeals commences.

2.3.8 Contract Execution

The Offerors shall not have a right to open negotiations of the Contract with ASES. Any Offeror who places conditions on its Proposal to negotiate the terms and conditions of the Contract, excluding pricing, will be disqualified from the process. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's Proposal will be incorporated into and become part of the Contract.

ASES assumes no liability for any work performed by the selected Offeror in anticipation of a binding Contract prior to the approval date and the Effective Date of the Contract.

2.3.9 Performance Bond (Also See Article 48 of the Model Contract)

- 2.3.9.1 The Offeror must provide, prior to signing the Contract, and maintain throughout the term of the Contract a Performance Bond in the amount of one hundred percent (100%) of the maximum annual contract amount.
- 2.3.9.2 The Bond must be issued by an insurance company duly authorized to do business in Puerto Rico, duly certified by the Office of the Insurance Commissioner of Puerto Rico and approved by ASES.
- 2.3.9.3 At the conclusion of each contract year, and no later than the last day of the first month of the following contract year, the Contractor must provide ASES evidence of the renewed Performance Bond, in the corresponding maximum amount for said contract year.
- 2.3.9.4 Failure to comply with this clause will cause ASES not to process any pending invoice(s).
- 2.3.9.5 The Contractor must obtain from any other Subcontractor, if any, a Performance Bond in the amount of 100% of the annual subcontract amount. The same must be maintained throughout the term of the subcontract and be with an insurance company that complies with the same requirements mentioned above. The Contractor must provide ASES, prior

to signing the contract with the subcontractor, evidence of the subcontractor's Performance Bond.

2.3.10 Readiness Review

ASES will conduct desk audits, systems testing, and interviews with the selected Offeror's staff to assess the readiness of the Enrollment Counselor to effectively administer and provide all the services defined in this RFP and subsequent Contract. Prior to Go-Live Date (August 1, 2025), the Enrollment Counselor must demonstrate, to ASES's satisfaction, that it is fully capable of performing all duties under this RFP, including demonstration of, but not limited to² the following:

- a. Contact Center is fully operational;
- b. Enrollment Counselor's integrated information technology systems and services are adequate to properly run the Platform and ensure that any disruptions to service will be minimal and will not impact on the delivery of services to beneficiaries;
- c. Enrollment Counselor has hired and trained the needed staff in accordance with the requirements outlined in this RFP;
- d. Enrollment Counselor has provided all required privacy and security documentation and Continuity of Operations and Disaster Recovery documentation, including any test results.

Any changes required to the Enrollment Counselor's processes as identified through readiness review activities must be made by the Enrollment Counselor prior to Go-Live. **Costs associated with these changes must be borne by the Enrollment Counselor.**

The Offeror awarded a Contract shall demonstrate to ASES's satisfaction that it is able to meet the requirements of this RFP and the Contract. **Payment of implementation costs is contingent upon the Offeror's ability to meet all the readiness review requirements.**

² The scope of the reviews may include any and all requirements of this RFP, as determined by ASES.

The Offeror shall cooperate in the readiness review, which will commence shortly after the Contract is awarded.

2.3.11 Transition and Readiness

Currently, there is an existing contractor providing ASES with the services object of this RFP. ASES expects the selected Offeror to have at least the Key Personnel mentioned in this RFP or Attachment E on site for the transition period with the exiting contract team, at no cost to ASES.

2.3.12 Go-Live Date

The date on which the Offeror would initiate the provision of direct choice counseling services to potential enrollees and enrollees. As of the date of this RFP, the Go-Live date is August 1, 2025.

2.4 General Requirements

2.4.1 Acceptance of Conditions Governing this RFP and Other Factors

Submission of a response constitutes acceptance of the evaluation process contained in Section 5 of this RFP. ASES assumes no liability for any work performed by the selected Offeror in anticipation of a binding Contract prior to the approval date and the Go-Live Date of the Contract.

2.4.2 Incurring Costs

Any costs or expenses incurred by the Offeror in preparing, transmitting, or presenting any Submission in response to this RFP, and/or related to the preparation for Contract effectiveness shall be borne solely by the Offeror.

Any Contract that may result from this RFP shall specify that the successful Offeror is solely responsible for fulfillment of the Contract with ASES.

2.4.3 Subcontractors and Delegation

Proposed use of Major Subcontractors³ must be clearly identified and explained in the Proposal, and all Subcontractors must be identified by name. The

³ A subcontractor, as herein defined, is a subcontractor who will perform twenty five percent (25%) or more of the tasks to be awarded to the Contractor, or that twenty five percent (25%) or more of the budget assigned for this Contract will be paid to the subcontractor for services related to the SOW of this RFP, or who will perform core tasks under the Contract.

Contractor shall be wholly responsible for the entire performance under the terms of the Contract, whether Subcontractors are involved. Offerors awarded a Contract must submit Subcontract(s) to ASES for review in accordance with the timeframes outlined in the Contract.

ASES reserves the right to audit Subcontractor(s) at the Contractor's expense. See **Section 2.4.15.**

2.4.4 Amended Proposals

Proposals may be amended prior to the deadline for receipt of proposals. If amended, Proposals shall be resubmitted by the Offeror in its entirety. Any previous proposal will be discarded and ASES will only evaluate the amended/revised Proposal.

2.4.5 Disclosure of Proposal Contents; Confidentiality of Proposals

Proposals will be kept confidential until and when Contracts are awarded. At that time, all Proposals and documents pertaining to the Proposal will be open to the public, except for the material that is proprietary or confidential and duly marked as such. Procurement Contact will not disclose or make public any pages of a Proposal on which the Offeror has stamped or imprinted in a conspicuous way "proprietary" or "confidential," subject to the following requirements.

Proprietary or confidential data shall be readily separable from the Proposal to facilitate eventual public inspection of the non-confidential portion of the Proposal. **If the Offeror requests confidential treatment, Offeror must submit one (1) copy of the full Proposal (including the Cost Proposal) with proposed confidential information redacted.**

1. This redacted copy must tell the general nature of the material removed and shall retain as much of the Offer as possible.
2. In a separate attachment, Offeror shall supply a listing of the provisions identified by Section/subsection number for which it seeks confidential treatment and identify the statutory basis or bases under federal law and/or Puerto Rico Law, including a detailed justification for exempting the information from public disclosure.
3. **Blanket labeling of the entire document as "confidential" or "proprietary," shall result in the Proposal not being evaluated.**

4. The Offeror that does not want confidential treatment, must submit a certification to the effect that it does not request confidential treatment of any portion of its proposal and agrees to release and hold ASES, and the federal and state governments, harmless.

Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act and Act No. 80 of June 3, 2011, as amended, (known as "Industrial and Trade Secret Protection Act of Puerto Rico"). The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, Procurement Contact shall examine the Offeror's request and make a written determination that specifies which portions of the Proposal should be disclosed. The Offeror will be provided with five (5) business days to object to the ruling. Unless there is an objection which has not been resolved, the Proposal will be so disclosed. The Proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

2.4.6 Hold harmless provision

By submitting a Proposal, the Offeror agrees to hold harmless and indemnify the Government of Puerto Rico, ASES and the federal government for all costs or damages associated with ASES's or other governmental entity defending Offeror's request for confidential treatment. The Offeror also agrees that ASES may copy the Offer to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.

The Government of Puerto Rico maintains the right to use all ideas, or adaptations of those ideas contained in any Proposal received in response to this RFP. Selection or rejection of the Proposal shall not affect this right.

2.4.7 No Obligation

This RFP in no manner obligates the Government of Puerto Rico or any of its agencies to use any proposed professional services until a valid written Contract is executed and approved by the appropriate authorities.

If within a reasonable time after the Notice of Intent to Award is issued, a Contract is not finally executed between ASES and the selected Offeror, ASES reserves

the right to cancel said award, go against the Proposal Bond and award the contract to the next best Offeror.

Upon submitting its Proposal, the Offeror acknowledges and accepts that even if it is selected, if there is a breakdown in the Contract negotiation that prevents its execution, ASES may proceed as herein stated.

2.4.8 Termination

This RFP may be terminated at any time, and any and all Proposals may be rejected, in whole or in part, when ASES determines in its sole discretion that the termination serves the best interest of the Government of Puerto Rico.

2.4.9 Sufficient Appropriation

Any Contract awarded as a result of this RFP process will be subject to the availability of funds, subject to the transfer of federal, Government of Puerto Rico, and municipal funds being made available to ASES. Therefore, the Contract may be terminated if sufficient Government of Puerto Rico and/or federal appropriations or authorizations, including those from the FOMB, do not exist. Such termination will be made by written notice to the Contractor. ASES's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

2.4.10 Legal Review

ASES requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Contact.

2.4.11 Governing Law

This process and ensuing Contract and any agreement with Offerors that may result from it shall be governed by the laws of the Government of Puerto Rico and, where appropriate, the body of laws applicable to federal grants. See also, Attachment C of this RFP.

2.4.12 Basis for Proposal

Only information included in this RFP and the information supplied by ASES in writing through the Procurement Contact in the form of questions and answers should be used as the basis for the preparation of Offerors' Proposals.

2.4.13 Contract Terms and Conditions

The Contract between ASES and the Offeror selected will be provided by ASES. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's Proposal will be incorporated into and become part of the Contract.

2.4.14 Notice

Offerors are advised that any violation of Federal or Puerto Rico law and regulation regarding attempts to improperly influence this process may result in criminal and/or civil penalties.

2.4.15 Ownership of Proposals; Subcontract Clauses and requirements

ASES is the sole and exclusive owner of all the information related to, or generated, or in connection with this RFP, including, but not limited to, the use and costs of the services provided, health information, etc. ASES is the sole and exclusive owner of property rights over all the data and information related to the GHP Contract, including this RFP and the Proposals not otherwise withdrawn.

All the documents related to the Contract 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 and their Authorized Representatives. Additionally, ASES will have the right to request these documents at no cost.

The Offeror awarded the Contract who will be subcontracting services under this RFP shall include a clause in the subcontracts stating that the personal and utilization information or data pertaining to the GHP enrollees belongs exclusively to ASES. This clause shall also require that the Contractor and its Subcontractor do not give access, assign, or sell, the information and data to third parties, without the prior written consent from ASES, and all private information be managed in accordance with HIPAA requirements. The Offeror awarded the Contract is required to include penalty clauses in Subcontractor contracts to discourage this practice. The penalty clauses shall state that related fines will be payable to ASES.

2.4.16 Rights over the Information

The Offeror recognizes and accepts that ASES is the exclusive owner and that ASES has all the ownership rights over any and all information related to or generated or in connection with the Contract(s). ASES has exclusive rights over

all the information and data, including but not limited to, the enrollees' personal and health information and the data related to utilization, costs, and fees.

The Offeror selected, and its Subcontractor shall not transfer, assign, dispose of or sell this information to third parties or use it for commercial purposes or in their own private businesses. Engaging in such a practice constitutes a violation of HIPAA and ASES's property rights and shall result in penalties, fines or the rescission and termination of the Contract.

All documents related to Contract, including, but not limited to, policies, procedures, analysis, protocols, and communications, shall be made available and filed with ASES, without changes to their original format (no PDF), whenever requested. In the event that ASES requests copies of these, the Contractor shall deliver them without alterations and/or omissions. The Contractor shall not refuse to these requests. Refusal to provide requested documents will constitute an obstruction to the efforts of ASES's auditors and a breach of Contract subject to penalties and sanctions, including termination of the Contract.

In addition to the intellectual property ownership rights in the Contract, the following subsection describes the intellectual property ownership requirements that the Contractor shall meet during the term of the Contract in relation to federal financial participation.

2.4.16.1 Rights over software data

To facilitate obtaining the desired amount of federal financial participation under 42 CFR 433.112, ASES shall have all ownership rights, not superseded by other licensing restrictions, in all materials, programs, procedures, etc., designed, purchased, or developed by the Contractor and funded by ASES. The Contractor shall use contract funds to develop all necessary materials, programs, products, procedures, etc., and data and software to fulfill its obligations under the Contract. ASES's funding used in the development of these materials, programs, procedures, etc. shall be documented by the Contractor(s). 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 Contractor 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 resolved 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 Contractor on behalf of ASES, which are used in the performance of the Contract.
- B. All internal system software and programs developed by the Contractor or Subcontractor(s), including all source codes, which result from the performance of the Contract;
- 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's staff, agents or designated representatives in the operation and maintenance of this software and other programs.

2.4.17 Relations with Government Entities

In the event that the Offeror is awarded a Contract, the Offeror will be required and obligated to establish a close cooperative and working relationship with ASES and with the awarded Contractor in the future.

The Offeror awarded a Contract will have a continuous obligation to establish a close and cooperative relationship with ASES, and the concerned Government of Puerto Rico and federal agencies, including, but not limited to:

- CMS;
- Comptroller of the Government of Puerto Rico and Federal Government;
- The Office of the Inspector General;
- The Department of Justice and the Medicaid Fraud Control Unit (MFCU)
- The United States Department of Health and Human Services;
- The Puerto Rico Health Department and its Office for the Medicaid Program, among others.

2.4.18 Statements by the Offeror

An Offeror's Proposal constitutes the instrument through which the Offeror manifests its interest, offers, commitments and representations and agrees to be legally bound by the contents thereof.

Statements included in the Offeror's Proposal will be accepted in good faith by ASES's officials during the evaluation and adjudication process. The Offeror's Proposal constitutes material evidence of the Offeror's commitments and representations and will be incorporated into the Contract to the extent the Offeror is awarded such Contract.

ASES reserves the right to reject an Offeror's Proposal or to disqualify any Offeror for noncompliance with the requirements of this RFP at any time during the presentation, evaluation or adjudication process.

2.4.19 Prohibition Regarding Interference in the Evaluation and Adjudication Process

During this procurement process, Offerors shall not be allowed to obtain information, interfere, influence, exert pressure or communicate with individuals named to this RFP evaluation committee nor any other employee, consultant, or Agent of ASES. One exception is for instances in which such communication is unrelated to this procurement and limited to the normal operations of current Contracts with ASES. As explained on matters related to this RFP Offerors may only communicate directly with the Procurement Contact.

FAILURE TO STRICTLY ABIDE BY THIS RULE WILL CAUSE THE DISQUALIFICATION OF THE OFFEROR FROM THIS PROCESS.

2.4.20 Lobbying

No appropriated funds supporting this Contract may be expended by the Contractor for payment of any person for influencing or attempting to influence an employee of ASES, a member or employee of the Puerto Rico Legislature, a member or employee of Congress in connection with the award of this Contract, the making of any federal funding grant award connected to this Contract, the making of any Federal loan connected to this Contract, the entering into any cooperative agreement connected to this Contract, and the extension, continuation, or modification of this Contract.

If any funds other than federally appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. See Appendix G.

2.4.21 Conflicts of Interests

ASES is required by the Federal Government and Government of Puerto Rico law to assure the integrity and equal, fair and impartial treatment of the Offerors who elect to participate in this RFP procurement process. This duty and principle apply throughout this procurement process, including the evaluation, selection, negotiation, adjudication and execution of the Contract. To maintain among the Offerors in this RFP open and free competition, ASES maintains an aggressive policy towards actual or potential conflicting interests.

For purposes of this RFP, ASES reserves the right to disqualify any offeror with a conflict of interest or lack of independence. ASES will investigate any charge or allegation to this effect, prior to the disqualification, if any. ASES reserves the right, during the term of the Contract, at any time after concluding the due process of law required, to amend, cancel, rescind, or terminate the Contract awarded to an Offeror, if ASES becomes aware of the existence of a Conflict of Interest or any situation which may affect the Offeror's independence.

Offerors who participate in this RFP procurement process shall not have any interest that may or could represent an actual, potential or future Conflict of Interest, in relation to the award, execution and performance of the Contract to be signed with ASES, nor with the grantors, personnel and ASES's public service officials, its Board of Directors, or any other personnel responsible for the evaluation or adjudication of the Contract, their family members or persons with whom they live, up to a fourth-degree of consanguinity or a second-degree of affinity. Neither can the Offeror be awarded a Contract that, in ASES's sole discretion, creates the appearance of impropriety.

2.4.22 Independence and Conflict of Interest Safeguards

In keeping with federal requirements, the Enrollment Counselor must be an independent entity, free of conflict of interest. The specific requirements are as follows:

- **Independence.** In accordance with 42 CFR 438.810, the Enrollment Counselor and any subcontractor shall be independent of any MCO, PIHP, PAHP, PCCM, PCCM entity or health care provider that furnishes health care services in Puerto Rico (herein after referred to as "MCO or health care provider in Puerto Rico"). The Enrollment Counselor and any subcontractor shall not be an MCO or health care provider in Puerto Rico, shall not be owned or controlled by an MCO or health care provider in Puerto Rico, and shall not own or control an MCO or health care provider in Puerto Rico. Note

that the independence and conflict of interest requirements apply to any health care provider, regardless of participation in federal health care programs. (Refer to Appendix C).

- **Conflict of Interest Safeguards.** In accordance with 42 CFR 438.810, the Enrollment Counselor and any subcontractor shall be free from conflict of interest. The Enrollment Counselor and any subcontractor shall ensure that no person who is an owner, employee, consultant, or has a contract with the Enrollment Counselor or subcontractor:
 - Has any direct or indirect financial interest with any MCO, or health care provider in Puerto Rico (including any on-going contract or agreement with an MCO) regardless of participation in federal health care programs, or
 - Has been excluded from participation under Title XVII (Medicare) or XIX (Medicaid) of the Social Security Act, debarred by any federal agency, or is currently or has been subject to civil money penalties under the Social Security Act. (Refer to Appendix C).

2.4.22.1 Accordingly, the Offeror/Contractor and any Subcontractor(s) which may be engaged by the Offeror/Contractor(s) to perform any part of the Scope of Work (SOW) of this RFP shall be independent from the influence of any MCOs or healthcare provider in Puerto Rico. Therefore, at the time of the signature of the Contract, the Contractor and any Subcontractor(s) which may be engaged by the Contractor to perform any part of the SOW of this RFP shall not:

(a) operate, directly or through an agreement, arrangement, contract, corporate operational scheme or through an executive or employee of the Contractor/Subcontractor, or family member within the fourth-degree of consanguinity or second degree of affinity, an MCO or health care provider in Puerto Rico; and/or

(b) be owned or controlled by, or own or control an MCO or health care provider in Puerto Rico.

WARNING: If such a lack of independence exists at the time of the submission of the Proposal for this RFP, the Offeror shall be required to submit with its Proposal either:

- (i) **an action plan to divest of the property, control or financial interest that causes the lack of independence (hereinafter referred to as**

“Divestiture Action Plan”), and correct or eliminate the lack of independence; or

- (ii) a detailed explanation as to why an apparent conflict of interest could be eligible to be waived and should be waived in ASES’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”).**

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

2.4.22.3 The Offeror shall also submit Appendix C & C-1 of this RFP accepting that, if awarded a Contract, the Divestiture Action Plan or Conflict Avoidance Plan, as approved in writing by ASES, will be expeditiously implemented before the signature of the Contract. **Failure to provide a divestiture action plan or Conflict Avoidance Plan where required, and Appendix C & C-1, will be sufficient cause for the disqualification of the offeror.** Furthermore, failure to comply with the Divestiture Action Plan or Conflict Avoidance Plan as approved by ASES shall be deemed sufficient cause for the forfeiture of the Proposal Bond by the Contractor and/or subcontractor(s) and in favor of ASES.

WARNING: If a conflict of interest is determined to exist that cannot be resolved to the satisfaction of ASES before the signature of the Contract, the conflict will be grounds for deeming a Proposal non-responsive and the disqualification of the Offeror will ensue.

2.4.23 Criminal Background Check

ASES is prohibited by law to enter into contracts with any Offeror, its affiliates or subsidiary companies, or if any of its officers, directors, agents, members, partners, ruling bodies or other persons that perform equivalent functions for the Offeror, that has been convicted or pleaded guilty in Puerto Rico, the United

States of America, or any other country, of criminal acts or constituting corruption, fraud, embezzlement, or unlawful appropriation of public funds, pursuant to Act No. 2 of 2018, as amended, and crimes stated in Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended; Articles 250-266 of Act No. 146-2012, as amended; or any of the crimes stated in Article 6.8 of Act No. 8-2017, as amended.

In addition, ASES may refuse to contract with any Offeror if any person who has an ownership or control interest in the entity or is an agent or managing employee of the Offeror, has been convicted of a criminal offense related to the person's involvement in any program established under Medicare, Medicaid, or the Title XX services programs

Taking into consideration the public policy for careful oversight into the adequate use of public funds, as well as the rules for proper public administration in Government contracts, ASES is required to adopt, in all of their contracts and amendments, the following safeguards:

- In the case of a legal person, to require a certification to the effect that neither it nor any of its shareholders, members, partners, agents, officers, principals, employees, subsidiaries, or parent companies have been convicted or pleaded guilty for any crimes involving corruption, fraud, embezzlement, or unlawful appropriation of public funds or property, in the Government of Puerto Rico or federal jurisdictions. (Refer to Appendix E).
- To include a contractual clause to the effect that the Contract will be terminated and rescinded if the Contractor is convicted for the commission of any crimes involving corruption, fraud, embezzlement, or unlawful appropriation of public funds or property, in the Government of Puerto Rico or federal jurisdictions.
- To require that the Contractor recognize its obligation to report, in a continuous manner, during the term of the Contract, any fact or event related to the conviction for crimes involving corruption, fraud, embezzlement, or unlawful appropriation of public funds or property, in the Government of Puerto Rico or federal jurisdictions. This duty shall be of a continuous nature during all the stages of this procurement and term of the Contract.

- To require the Contractor that in the event it knows that it or one of its Subcontractors is under investigation for, or accused of, in Puerto Rico or any other jurisdiction, a crime involving corruption, fraud, embezzlement, or unlawful appropriation of public funds, pursuant to Act No. 2 of 2018, it must affirmatively disclose this information to ASES in writing immediately upon acquiring such knowledge. Refer also to Appendix E of this RFP.
- To require a certification to the effect that, during the ten (10) years prior to the formalization of the Contract, the entity entering into the Contract has not committed any crimes involving corruption, fraud, embezzlement, unlawful appropriation of public funds or property, in the Government of Puerto Rico or federal jurisdictions.
- To include a contractual clause to the effect that before the Effective Date of the Contract, pursuant to 42 CFR 455.104, the Contractor shall disclose to ASES the identity of any person who has an ownership or control interest in the entity or is an agent or managing employee of the entity, who has been convicted of a criminal offense related to Medicare, Medicaid, or Title XX services programs.

2.4.24 Proposal Offer Firm and Proposal Bond

All responses to this RFP, including Proposal prices, will be considered firm for one hundred and fifty (150) calendar days, unless ASES requests an extension of the Proposal Bond due to a change in the schedule of events of this procurement, notwithstanding whether or not a particular Proposal was selected and awarded a Contract.

A Proposal Bond in the terms specified in Section 6 of this RFP is required. Failure to include the required Proposal Bond with the Proposal will cause the disqualification of the Offeror.

3. SCOPE OF WORK AND EXPERIENCE REQUIREMENTS

3.1 Minimum General Requirements

3.1.1 ASES seeks to partner with an Enrollment Counselor that has demonstrated experience in providing high quality services, meets all requirements of this RFP, is financially stable and can comply with the Go-Live date of August 1, 2025. As such, the following are the minimum requirements for the GHP Enrollment Counselor:

3.1.1.1 Be authorized to do business in Puerto Rico and comply with all required certifications, documents, and requirements to become a contractor of the federal and state government (e.g., RUP, System for Award Management's Registration (SAM).

3.1.1.2 Have at least three (3) years of experience in the implementation, management, and provision of services similar to those included in the scope of work of this RFP for a volume of beneficiaries similar to Plan Vital.

*For the purposes of this RFP, the Contractor has full responsibility for the completion of the contractual obligations and tasks. The Contractor undertakes to perform a complete contract and may employ (and manage) one or more subcontractors to carry out specific parts of the contract. However, the Offeror may not leverage a proposed subcontractor's experience in order to meet the minimum qualifications noted above.

3.1.1.3 Operational capacity to support an August 1, 2025, Go-Live.

3.1.1.4 Possess financial capacity and stability to perform the services of this RFP.

3.1.1.5 Comply with the federal mandatory requirements for all Enrollment Counselors, as stated in 42 CFR 438.810 (a)-(b). See Section 2.4.22 of this RFP.

3.2 General Provisions

3.2.1 The Enrollment Counselor shall provide and deliver services for the GHP through described tasks, obligations, and responsibilities included in this

RFP. Specifically, the Enrollment Counselor will provide ASES the following professional services and deliverables:

3.2.1.1 Contact Center Services;

3.2.1.2 Choice Counseling in person and over the phone and other determined electronic means of communication;

3.2.1.3 Maintenance service to the Platform (See Section 2.1.2 of the Model Contract - Attachment H of this RFP);

3.2.1.5 Other tasks associated with the functions of an Enrollment Counselor, performance of Contract requirements and fulfillment of Contract deliverables.

3.2.1.5.1 The Enrollment Counselor shall provide to ASES and any other agency of the Government all necessary cooperation, assistance, and compliance with requirements in the development and implementation of any special project of ASES and any other agency of the Government of Puerto Rico or the Federal Government. The Contractor acknowledges that this is a *sine qua non* requirement of this RFP and that it will comply with ASES change requests related to such projects as these are implemented due to State or Federal mandate.

3.2.2 The Enrollment Counselor shall maintain the staff, organizational, and administrative capacity and capabilities necessary to carry out all the duties and responsibilities under this RFP.

3.2.3 Unless otherwise specified herein, all documentation, including policies and procedures that the Enrollment Counselor is required to maintain, shall be subject to prior written approval from ASES. All documentation, including any specified deliverables, must be submitted to ASES in English.

3.2.4 **All staff providing direct services to Potential Enrollees and Enrollees must be located in Puerto Rico.**

3.3 Contact Center Services:

- 3.3.1 The Enrollment Counselor shall operate a Contact Center in Puerto Rico (a toll-free telephone help line to provide phone-based Choice Counseling, as well as a chat functionality or interactions and mobile app messaging, collectively referred herein after as “communications”) equipped with state-of-the-art caller identification, real time monitoring tools to ensure quality standards, automatic call distribution equipment capable of handling expected call volume, and access to interpreter service for potential enrollees and enrollees whose primary language is Spanish and English or a Prevalent Non-English Language (other than Spanish). ASES will provide the Enrollment Counselor the portability of ASES’s toll free number (1-833-253-7721) to be used during the term of the Contract. Upon the termination of the Contract or whenever ASES so requests it, the number and its portability will be immediately returned to ASES for its exclusive use. If during the term of the Contract the Enrollment Counselor uses another regular and/or toll-free number to provide services under this RFP, the number and its portability will be transferred to ASES for its exclusive use and become its property. All costs accrued, due, and owing on these numbers, including but not limited to, any taxes, penalties or fines must be the sole obligation of the Enrollment Counselor.
- 3.3.2 The Enrollment Counselor shall operate a Contact Center operation in Puerto Rico with staffing and infrastructure capacity to process the anticipated volume of calls based on experience. During Annual Open Enrollment, ASES expects the volume of calls to be higher than the volume of calls during “steady state” operations. Please refer to Attachment B – Utilization Data for information on experience. Generally, Annual Open Enrollment lasts forty-five (45) Calendar Days; in the event of a year in which a new MCO contract comes into force, the Open Enrollment Period will then last ninety (90) Calendar Days.
- 3.3.3 Contact Center Counselors will use flow chart protocols and scripts provided by ASES for this purpose or which may, from time to time be developed by the Contractor and approved by ASES. The Contractor shall have a policy and procedure to ensure consistent and high-quality responses are provided to each member who contacts the Contact Center.
- 3.3.4 Required Functionality of the Contact Center:

3.3.4.1 IVR System:

- 3.3.4.1.1 The Contact Center must provide an IVR System. During Business Hours, the IVR System must have the capability to offer callers the option at each prompt to speak with a Choice Counselor rather than continue through additional prompts. The IVR must be available twenty-four (24) hours a day, seven (7) days a week. The IVR System script must be approved by ASES prior to implementation and in advance of any changes.
 - 3.3.4.1.2 The IVR script must be approved by ASES prior to implementation or if changes to the script are necessary or recommended.
 - 3.3.4.1.3 The Contact Center must use an automated phone triage system, approved by ASES, to redirect callers with questions unrelated to the Enrollment Counselor's responsibilities to other entities (i.e., Puerto Rico Medicaid Office, ASES, or MCO), as appropriate.
 - 3.3.4.1.4 The Contact Center must provide an After-Hours message advising callers of hours of operation and the option to connect directly to the IVR System or to a voicemail box without disconnecting.
- 3.3.4.2 The Contact Center will provide a Call Back call within twenty-four (24) hours of the potential enrollee or enrollee voice mail message.
- 3.3.4.3 The Contact Center shall have the technological infrastructure to handle expected number of call-based counseling sessions. Minimally, this would include voice over internet protocol (VOIP) and call-handling software with sophisticated queue management, monitoring and reporting capabilities. Callers must receive notification, which informs the beneficiary or authorized representative that "call monitoring may occur."

3.3.4.4 The Contact Center's technological infrastructure shall be scalable to allow the Choice Counselors to handle both expected and unanticipated surges in activity.

3.3.4.5 The Contact Center must establish, operate, monitor and support an automated call distribution system that must facilitate the most efficient use of Enrollment Counselor resources, supports all standards, services, requirements, compliance and key performance indicators (KPIs) required by ASES, and must include but not be limited to:

3.3.4.5.1 A toll-free telephone help link that has the capacity to process a large volume of calls daily during peak time and to adjust to increased call volume.

3.3.4.5.2 A call pick-up system that places the call in a queue.

3.3.4.5.3 The ability to measure and report daily the average speed of answer by a live Choice Counselor (by type of call and for all calls in the aggregate), average call wait times, percentage of calls to Contractor receiving a busy signal, Blocked Calls, Abandoned Calls (by type of call and for all calls in the aggregate), and average time to abandon. Also, the ability to perform and report a daily analysis of the quantity, length and types of calls received.

3.3.4.5.4 Informational messages advising callers as to expected wait times while on hold to speak to a live Choice Counselor. ASES may also request Contractor to deliver educational or other messages to improve the enrollee experience while on hold;

3.3.4.5.5 The availability of oral translation and TTY/TDD services so that potential enrollees and enrollees in need of such services and their authorized representatives will not have to disconnect to access these services. Ensure the Contact Center

has sufficient technology and training to handle Deaf, hard of hearing and Deaf-Blind callers;

3.3.4.5.6 The ability to record and retain all incoming and outgoing calls/communications for quality assurance purposes for a period of no less than twelve (12) months.

3.3.4.5.7 Ability to transfer calls to other telephone lines without diminishing in-bound or out-bound call capacity.

3.3.4.5.8 The ability to monitor calls from a remote secure location by a third party, including ASES' staff with ASES having ownership and control of these recordings.

3.3.4.5.9 The Contact Center operations must be physically separated from the contractor's other clients/accounts contact/call center.

3.3.5 The Contact Center shall maintain a process for the handling of problematic calls in accordance with a standard escalation policy that may be subject to review and approval by ASES under the Contract. See Article 4, Section 4.2.3.8 of the Model Contract, Attachment H.

3.3.6 The Contact Center shall meet the following performance standards, which shall be measured on a monthly basis during the term of the Contract, as applicable per metric; failure to meet the performance metrics may result in financial penalties as specified in Article 10, Section 10.3 of the Model Contract:

3.3.6.1 Answer Rate – Ninety five percent (95%) of calls are answered by a live voice.

3.3.6.2 Wait/hold Time – Wait/hold time after initial IVR selection to speak to a live operator at the Contact Center and an answer by a live operator shall not exceed two (2) minutes.

3.3.6.3 Abandoned Calls – Rate of less than or equal to five percent (5%) on a monthly basis.

3.3.6.4 Follow-Up Calls – One hundred percent (100%) of voicemails shall be returned within one (1) Business Day.

- 3.3.6.5 Service Level- Equal to or greater than 80% of calls answered within thirty (30) seconds.
- 3.3.6.6 Contact Center Outage – less than 2% of time during the Contact Center’s Business Hours that the Contact Center is unable to accept inbound calls/communications.
- 3.3.6.7 First Call Resolution – 95% of calls resolved by Contact Center during the first interaction with the potential enrollee or enrollee.
- 3.3.6.8 80% of chats received must be responded to by an agent in less than 30 seconds.

NOTE: Reports for these metrics must be provided in accordance with the reporting requirements of this RFP.

- 3.3.7 The Contact Center must be ready to begin receiving calls from beneficiaries no later than August 1, 2025. The Contractor must be able to handle, during the Annual Open Enrollment, a higher than usual volume of calls for said period, as explained in Section 3.3.2 of this RFP.
- 3.3.8 The Contact Center must have the upgrade capability to simultaneously handle a higher-than-normal volume of calls during Annual Open Enrollment Period or in the event of an MCO termination or significant adverse change in an MCO provider network (e.g., loss of a large clinical or hospital system). ASES must provide notice to the Contractor of the expected number of beneficiaries impacted who may need assistance transitioning to a new MCO or have questions about the transition as soon as the need is identified or no later than thirty (30) days.
- 3.3.9 Direct calls to Enrollment Counselor’s member enrollment satisfaction survey in accordance with the requirements of this RFP;
- 3.3.10 Comply with language and information accessibility standards defined within this RFP; and
- 3.3.11 The Enrollment Counselor must provide the necessary furniture (cubicles, shelves, chairs, desks, etc.) and computer equipment (computers, printers, etc.), telephones and all other facilities needed for the Contact Center. Individually equipped units shall be referred to as a workstation, service station or seat.

3.4 Maintenance Services:

The Enrollment Counselor must provide such maintenance to the Platform so that it may perform, at all times, all the required functions, as follows:

- 3.4.1 Support all enrollment counselor activities and functions under this Contract and must comply specifically with all the requirements of Article 4 and Article 8 of the Model Contract Attachment H, and all applicable federal and state laws, rules and regulations.
- 3.4.2 Maintain the Platform secure as to allow access by enrollees, Choice Counselors and ASES personnel, after appropriate user authentication, to provide real-time information and, at a minimum, allow users to:
 - 3.4.2.1 Create and manage log-in information including username and password;
 - 3.4.2.2 View enrollee's current Medicaid eligibility, demographic information, and case information, including but not limited to name of the current MCO and Open Enrollment dates;
 - 3.4.2.3 Compare available MCOs using selection criteria such as extra benefits, participating hospitals, PCPs, and specialty providers;
 - 3.4.2.4 Manage enrollment online, including enrollment or disenrollment from an MCO and selecting a PCP and PMG at the time of enrollment;
 - 3.4.2.5 Opt-in and opt-out of electronic or other communication;
 - 3.4.2.6 View and download enrollee materials specific to the enrollee;
 - 3.4.2.7 Accept updates regarding open/closed enrollment in an MCO;
 - 3.4.2.8 Accept daily updates to any of the enrollee data elements transmitted by ASES and/or its Agent(s);
 - 3.4.2.9 Accept MCO provider network data, including PCPs and PMGs, to inform Choice Counseling;
 - 3.4.2.10 Accept updates regarding open and closed PCP Panels, and prevent enrollee selection of a PCP with a full Panel;

- 3.4.2.11 Transmit to ASES, or its Agent (via FTP or other prescribed protocol), MCO choice transactions within twenty-four (24) hours of an enrollee's selection of an MCO and, if applicable, a PCP and PMG;
 - 3.4.2.12 Collect enrollee selection of MCO or MCO/PCP/PMG through the communication methods specified by ASES, including but not limited to telephone, web, mobile app, chat and in-person, document requests for MCO selections upon receipt;
 - 3.4.2.13 For any portions of the Web-Based Application and Mobile Application that is visible to enrollees, incorporate ASES's design and image elements and standards and be approved by ASES prior to use;
 - 3.4.2.14 Ensure that the elapsed time from the command to view a response on the Web-Based Application and Mobile Application until the response appears or loads to completion does not exceed five (5) seconds ninety-nine percent (99%) of the time.
 - 3.4.2.15 Process any relevant files received from ASES to support ongoing operations;
 - 3.4.2.16 Comply with all other technical specifications approved by ASES;
- 3.4.3 All network connections of data interface between the Enrollment Counselor and ASES must include the following minimum-security features:
- 3.4.3.1 To the extent Enrollment Counselor has access to ASES's internal networks, the network from which the Contractor will access the internal network of ASES will be isolated from any other network in the Contractor's facilities, especially any public networks that may exist;
 - 3.4.3.2 To the extent Enrollment Counselor has access to ASES's internal networks, equipment assigned to staff dedicated to this project and that will be connected to the internal network of ASES may not have installed any software that has not been

previously authorized by ASES, and only that software that is strictly necessary for the provision of services will be used. Installing new software or changes to the existing configuration must be duly authorized by ASES.

3.4.3.3 Provide authentication, authorization and "accounting" through a firewall to all incoming connections.

3.4.3.4 Implement any additional security measures that ASES may require for the protection of information and that are reasonable in light of the requirements necessary for the proper provision of the services under this RFP.

3.4.3.5 Comply with all other technical specifications requested and approved by ASES.

3.4.4 Provider Search Portal

The Provider Search Portal must be publicly accessible to potential enrollees and shall incorporate ASES's design elements, which in case of any change, must be approved by ASES prior to use. The domain to the web page created for this purpose is the property of ASES. Upon termination of the Contract or written request by ASES, Contractor shall cease use of ASES's web page, and all intellectual property created for the purposes of the Contract and such domain will be immediately turned over to ASES for its exclusive use pursuant to the applicable terms of Article 16 of the Model Contract, Attachment H. If during the term of the contract the Contractor must acquire other domain(s) to support the requirements of the Contract, it must relinquish ownership of the domain(s) upon contract termination or expiration, at which time ASES must take title of said domain(s). All costs accrued, due, and owing on such domains, including but not limited to, any taxes, penalties or fines must be the sole obligation of the Contractor.

The Provider Search Portal must also be maintained and kept in a condition where it:

3.4.4.1 Be available twenty-four (24) hours a day, seven (7) days a week;

3.4.4.2 Compliance with Section 508 of the Rehabilitation Act, Puerto Rico Act 229 of 2003, as amended, and any other applicable laws governing accessibility;

- 3.4.4.3 Comply with Section 508 of the Rehabilitation Act, Puerto Rico Act 229 of 2003, as amended, and any other applicable laws governing accessibility, as well as with other technical specifications requested and approved by ASES.
- 3.4.4.4 Offer an easily searchable public area that allows access to general information relevant to the GHP Program or MCOs, including, but not limited to, provider listings, without requiring the enrollee or potential enrollee to log in to the secure area of the website.
- 3.4.5 The Enrollment Counselor must provide required reports from ASES to measure performance and quality of services as well as to obtain relevant information necessary for the proper operation of the GHP program.
- 3.4.6 The Enrollment Counselor must provide properly trained and certified IT technicians to support, appropriately address, and resolve technical situations that require immediate attention.
- 3.4.7 The Enrollment Counselor must guarantee that it possesses all necessary software licenses, other than for the Platform, for the provision of all the services required by this RFP and agrees to keep them updated for the duration of the Contract. This is a material condition and failure to comply may be cause for the termination of the Contract and/or the imposition of sanctions and/or other penalties.
 - 3.4.7.1 In case of a third-party allegation of infringement in the use of the software and technology used by the Enrollment Counselor (excluding the Platform) to provide the services object of this RFP, the Enrollment Counselor will immediately take, at its sole expense, all necessary measures to avoid an interruption of, or adversely affect, the execution of the Enrollment Counselor Activities.

3.5 Staffing and Key Personnel:

3.5.1 In General:

- 3.5.1.1 The Enrollment Counselor shall have sufficient qualified, experienced and knowledgeable staff and personnel to efficiently administer program requirements and provide all

required direct and indirect services under this RFP for the duration of the Contract.

- 3.5.1.2 The Enrollment Counselor must receive ASES's approval of the service staff organizational chart prior to implementation. Any changes to the approved organizational chart shall be submitted and approved by ASES before changes are implemented.
 - 3.5.1.3 At a minimum, the Enrollment Counselor must provide the Key Personnel required under Section 3.5.5 of this RFP.
 - 3.5.1.4 The Enrollment Counselor shall maintain the staffing levels needed for Contact Center Choice Counselors to comply with the applicable service metrics established in this RFP.
 - 3.5.1.5 All Choice Counselors must be properly trained, demonstrate competency, and be able to communicate effectively with enrollees and potential enrollees.
 - 3.5.1.6 Employ a sufficient number of choice counselors who are fluent in English and Spanish and who are culturally sensitive.
 - 3.5.1.7 Each group of choice counselors shall have one (1) supervisor per twenty-five (25) Choice Counselors. The Offeror may suggest a different ratio, but such a request must be properly justified for ASES to approve, in its sole discretion, a change in this ratio.
 - 3.5.1.8 The Enrollment Counselor must provide the necessary equipment for Contact Center choice counselors. **NOTE: No staff from the Contractor will be allowed to connect any of its own equipment nor Contractor-owned equipment to a State LAN/WAN or WLAN for the performance of the services under this Contract without prior written approval by ASES.**
- 3.5.2 Choice Counseling: The Contractor shall have sufficient qualified and experienced Choice Counselors available in the Contact Center. All personnel must be available to start providing direct services to potential enrollees and enrollees under this Contract no later than August 1, 2025. All Choice Counselors must have the proper training to, and be available to, work interchangeably during the term of the Contract either as Contact

Center agents and/or in person/on-site choice counselors. **Contact Center employees must have Puerto Rico Negative Criminal Record certificate and be screened through the OIG exclusion lists.**

3.5.2.1 Unless otherwise specified by ASES, said staff shall be available in the following schedule:

3.5.2.1.1 On Site Choice Counselors, as requested by ASES

3.5.2.1.2 Contact Center Choice Counselors – Monday – Friday 8:00 AM until 6:00 PM

NOTE: ASES at its discretion, and with forty-eight (48) hours' advance written notice, may occasionally, under exceptional circumstances, require availability of resources to perform Choice Counseling Saturdays and/or Sundays and/or holidays.

3.5.2.2 When proposing the approach to offering Contact Center Choice counseling, the Offeror shall review the Utilization Data, consider the limitations in the data and the applicable Contact Center Performance Metrics stated in this RFP.

3.5.2.3 ASES may, at its sole discretion, request the substitution of any choice counselor, for cause.

3.5.3 The Offeror shall ensure that the Choice Counselors comply with the following responsibilities and requirements:

3.5.3.1 Are able to assist potential enrollees and enrollees in understanding the nature of the GHP program and direct potential enrollees and enrollees to other resources as appropriate, such as his/her MCO or the Contact Center;

2.5.3.2 At a minimum, are able to provide detailed information and respond to inquiries regarding the nature of managed care, the scope of benefits under the GHP and information about MCO Network Providers, in a Culturally Competent manner;

3.5.3.3 Conduct Enrollment Activities, including facilitating enrollment in the enrollee's choice of MCO, with or without an accompanying PCP/PMG change, through the accurate and timely entry of required information in the Web-Based Application to enable ASES to complete processing of the

Enrollment and accompanying PCP/PMG selection, if any, with the appropriate MCO. The enrollee or his or her Authorized Representative may choose the enrollee's MCO, and PCP/PMG if changing MCO, and request disenrollment orally or in writing;

- 3.5.3.4 Document requests for MCO, PCP/PMG Enrollments upon receipt and maintain a log, in a format specified by ASES, of Choice Counseling sessions performed on a Daily Basis;
 - 3.5.3.5 Submit MCO and accompanying PCP/PMG selections, if any, to ASES using the Web Based Application to record the enrollee's selection.
 - 3.5.3.6 Demonstrate sufficient familiarity with the GHP program before Go-Live Date. Accordingly, ASES may elect to conduct an assessment or examination of the Enrollment Counselor or individual Choice Counselors prior to direct interaction with potential enrollees or enrollees. ASES reserves the right to also perform such an assessment or examination during the Contract Term. ASES retains the right to request the removal of staff for cause.
- 3.5.4 The Enrollment Counselor must have in place a detailed staffing contingency plan for handling sudden and unexpected increases in enrollment, MCO/PMG/PCP changes, and call volumes with a description on how the plan will be implemented and coordinated with ASES.
- 3.5.5 Key Personnel: The Enrollment Counselor must provide the following Key Personnel for this project, to perform, at a minimum, the duties established in Attachment E of this RFP.
- ✓ Account Manager;
 - ✓ IT personnel and technicians with at least (3) three years of experience as a programmer, database manager, and cloud environments manager, each.
 - ✓ Contact Center Manager; and
 - ✓ Choice counselors
- 3.5.5.1 Substitution of Key Personnel:

- A. The Enrollment Counselor must not substitute Key Personnel without prior written approval by ASES.
- B. The Enrollment Counselor must notify ASES of any desired substitution of Key Personnel, including the name, role, resume, and other information requested by ASES for the recommended substitute.
- C. Within ten (10) calendar days of the request, ASES will notify the Enrollment Counselor if the recommended substitute is acceptable. If ASES does not accept the recommended substitute, the Enrollment Counselor will have ten (10) calendar days to make another recommendation. At no time, however, may a Key Personnel Role be vacant. It is the Enrollment Counselor's responsibility to keep the role filled until ASES approves a substitution.
- D. ASES may, at its sole discretion, request Contractor the substitution of any Key Personnel, for cause.

3.5.5.2 Transition Period: All Key Personnel need to be available on-site and ready to begin performing the scope of work on August 1, 2025, or earlier during the transition period, if necessary.

3.5.6 Account Management

The Enrollment Counselor must work with ASES and all stakeholders of Plan Vital to be good stewards of Government funds. Accordingly, the Enrollment Counselor's Account Manager, unless otherwise specified by ASES, will be responsible for the following activities:

- A. Status calls with ASES during implementation to discuss operational and technical issues;
- B. Hold regular meetings with internal partners of ASES, the Medicaid Program, and other stakeholders as identified by ASES;
- C. Act as a liaison between ASES, Medicaid, Choice Counselors, corresponding team leaders and supervisors, and other personnel of the Contractor;
- D. Submit regular reports, as requested by ASES regarding services and activities under this Contract;

- E. Attend regular meetings with key personnel of ASES and Medicaid as requested;
- F. Review compliance, and work with the enrollee services to implement required improvements;
- G. Arrange meetings, set agendas, and perform any necessary follow-up activities;
- H. Gather, analyze, and report statistical data, in a timely manner to ASES and other key stakeholders, as required;
- I. Submit regular reports, as requested by ASES, regarding the services under contract, to keep ASES and key stakeholders informed about matters concerning the services provided;
- J. Conduct other related tasks as requested by ASES.

3.6 Training:

- 3.6.1 The Enrollment Counselor shall conduct training for the staff involved in the direct services to be provided under this RFP to ensure appropriate functioning and to ensure that staff and personnel understand the GHP program, are trained in the provision of Choice Counseling activities in a culturally competent manner and are aware of all programmatic changes that may occur throughout the Contract Term.
- 3.6.2 The Enrollment Counselor shall provide customer service best practice and phone etiquette training to all Choice Counselors;
- 3.6.3 The Enrollment Counselor shall provide Choice Counselors and pertinent staff training on the use of the Platform.
- 3.6.4 The Enrollment Counselor must ensure all of its staff, including new hires, receive training before providing direct services to beneficiaries and thereafter at least annually, including, but not limited to:
 - A. All applicable subject matters mentioned in Sections 3.6.1, 3.6.2, 3.6.3 above;
 - B. Awareness of and sensitivity to the needs of persons who may be disadvantaged by income, disability and/or illiteracy, or who may be non-Spanish speaking;

C. Use of bilingual interpreters, TTY machines, and other communication devices for the disabled;

D. HIPAA and other data security and privacy protocols.

3.6.5 The Enrollment Counselor shall submit a staff training plan to ASES for review and written approval prior to Go-Live. The Enrollment Counselor shall update the training plan annually and submit it to ASES for approval within sixty (60) calendar days prior to the start date of each contract year.

3.6.6 The Enrollment Counselor must collaborate with ASES on providing training to ASES's and Medicaid staff, as required;

3.6.7 The Enrollment Counselor must update the training materials and the training of personnel as changes may require it or to improve the customer experience. Training materials must be provided to ASES prior to their scheduled use.

NOTE: All training content related to the GHP and Enrollment Process will be developed and provided by ASES on a "train the trainer" basis. The Contractor must use the approved training content to provide re-education and mitigation activities to Choice Counselors and other supporting staff, on an ongoing basis.

3.6.8 The Enrollment Counselor must ensure that all staff complete all applicable training and pass applicable test(s) before providing direct services to the beneficiaries.

3.7 Other Contractor Responsibilities

3.7.1 The Contractor shall properly monitor and mitigate performance issues of Choice Counselors on an ongoing basis.

3.7.2 The Contractor shall provide the administrative support to Choice Counselors, Account Managers and Supervisors, and any other personnel, to perform their corresponding duties and responsibilities to properly provide the contracted services.

3.7.3 The Contractor shall maintain proper records and evidence of the activities and tasks performed by the Choice Counselors, Account Manager and other staff for the period of time to be established by ASES. At a minimum the records must include any and all reports required under the contract, logs of orientations performed daily, attendance sheets for

training sessions, regular attendance sheets of all staff involved in the provision of services of this contract.

- 3.7.4 The Contractor's operations under this Contract shall be HIPAA compliant. See Article 8 of the Model Contract, Attachment H.
- 3.7.5 The Contractor shall have adequate procedures for comprehensive data security, records retention and system refreshes. See Article 8 of the Model Contract, Attachment H.
- 3.7.6 The Enrollment Counselor is required to share and transfer all knowledge requested by ASES with ASES's personnel. At least thirty (30) days prior to the expiration of the contract term, or within ten (10) days of the date on which a notice of termination is issued by either party, whichever first, the Enrollment Counselor must have completed all transfer of knowledge that will guarantee an orderly continuity of services and labor. The last payment to the Contractor will not be issued until such transfer of knowledge is completed. Such information shall include, but is not limited to, source codes, program manuals and instructions, and any other materials required by ASES to ensure that ASES personnel knows and understands completed and uncompleted tasks prior to any transition, as well as the status and items pending to complete unfinished tasks.
- 3.7.7 Enrollment Counselor must inform ASES of any situation that may affect the provision of services Immediately after incurring in the knowledge that such situation exists or may exist.

3.8 Requirements for Written and Electronic Materials and Auxiliary Aids

- 3.8.1 The Enrollment Counselor shall maintain written policies and procedures governing written materials.
- 3.8.2 The Enrollment Counselor shall make all written materials available through auxiliary aids and services or alternative formats, and in a manner that takes into consideration the enrollee's or potential enrollee's special needs, including enrollees and potential enrollees who are visually impaired or have limited reading proficiency. The Enrollment Counselor shall notify all enrollees and potential enrollees that Information is available in alternative formats and shall instruct them on how to access those formats. Consistent with 42 CFR 438.10(d)(3), ASES will ensure that all written materials include taglines in the prevalent languages, as well as large print, with a font size of no smaller than 18 point, to explain

the availability of written and oral translation to understand the Information provided and the toll-free and TTY/TDD telephone number of the Contact Center dedicated to phone and internet Enrollment Counselor functions.

- 3.8.3 ASES will provide all written information available in Spanish or other applicable Prevalent Non-English Language, with a language block in English, explaining that (i) enrollees may access an English translation of the Information if needed, and (ii) the Enrollment Counselor will provide oral interpretation services into any language other than Spanish or English, if needed. Such translation or interpretation shall be provided by the Enrollment Counselor at no cost to the enrollee. The language block and all other content shall comply with 42 CFR 438.10(d)(2).
- 3.8.4 The Enrollment Counselor shall provide oral interpreter services to any enrollee or potential enrollee who speaks any language other than English or Spanish as his or her primary language, regardless of whether the enrollee or potential enrollee speaks a language that meets the threshold of a Prevalent Non-English Language. This also includes the use of auxiliary aids and services such as TTY/TDD and the use of American Sign Language. The Contractor is required to notify its enrollees of the availability of oral interpretation services and to inform them of how to access oral interpretation services. If oral interpretation services are required in order to provide Choice Counseling to a potential enrollee or enrollee who does not speak either English or Spanish, the Enrollment Counselor must, at its own cost, make such services available in a third language, in compliance with 42 CFR 438.10(d)(4).
- 3.8.5 All written materials shall be worded such that they are understandable to a person who reads at the fourth (4th) grade level.
- 3.8.6 All written materials must be clearly legible with a minimum font of size twelve (12) point.
- 3.8.7 Within ninety (90) Calendar Days of a notification from ASES that ASES has identified a Prevalent Non-English Language other than Spanish, ASES will translate all written materials provided to enrollees and potential enrollees into and made available in such language.

- 3.8.8 All written and electronic materials must also comply with all applicable state regulations, including those regulating electronic communications and transactions.

3.9 Enrollee Rights and Responsibilities

3.9.1 Enrollment Counselor shall have written policies and procedures regarding the rights of enrollees and shall comply with any applicable federal and Puerto Rico laws and regulations that pertain to enrollee rights, including those set forth in 42 CFR 438.100, and in the Puerto Rico Patient's Bill of Rights Act No. 194 of August 25, 2000, as amended; the Puerto Rico Mental Health Law Act No. 408 of October 2, 2000, as amended and implemented; and Act No. 77 of July 24, 2013, as amended, which created the Office of the Patient Advocate. At a minimum, the policies and procedures and content of Choice Counseling activities shall specify the enrollee's right to:

- A. Receive information pursuant to 42 CFR 438.10;
- B. Be treated with respect and with due consideration for the enrollee's dignity and privacy;
- C. Have all records and medical and personal information remain confidential;
- D. Be free from any form of restraint or seclusion as a means of coercion, discipline, convenience, or retaliation, as specified in 42 CFR 482.13(e) and other Federal regulations on the use of restraints and seclusion;
- E. Choose an Authorized Representative to be involved as appropriate in making care decisions;
- F. Freely exercise his or her rights, including those related to filing a Grievance or Appeal, and that the exercise of these rights will not adversely affect the way the enrollee is treated;
- G. Receive Information about Covered Services and how to access Covered Services and Network Providers.

3.10 Member Enrollment Satisfaction Survey

One of ASES's goals is understanding and improving customer experience. Capturing customer feedback and acting to review and potentially modify policy or processes from that feedback is critical to improving customer experience. Accordingly, the Enrollment Counselor must:

- 3.10.1 Implement Member Satisfaction Surveys to ensure the enrollment process is meeting ASES's and beneficiary's needs. The Enrollment Counselor must use the results of these surveys to identify and resolve potential concerns early, address targeted issues, and develop a strategy for ongoing improvements. The surveys will include, but not be limited to:
 - 3.10.1.1 Contact Center Survey to measure responsiveness, knowledge, timeliness, politeness, and overall quality of service. This survey must be offered as optional for all enrollees.
 - 3.10.1.2 Web-based Application Survey to measure web-based enrollment for ease of use, convenience, average length of time to enroll, help function effectiveness; clarity and comprehensiveness; and beneficiary's overall ability to make enrollment decisions. This survey must be automatically offered at the end of the web-based enrollment as optional for all enrollees.
- 3.10.2 The Enrollment Counselor must submit survey questions and methodology to ASES for review and approval prior to use with beneficiaries. ASES reserves the right to develop and provide the survey and methodology to be used by the Enrollment Counselor.
- 3.10.3 Reports, including Enrollment Counselor's evaluation of survey results and recommendations for enrollment approach adjustments, must be provided to ASES on a regular basis as determined by ASES, and ad hoc as requested.
- 3.10.4 Results of surveys must be transmitted to and shared with ASES without any modifications for ASES's own independent review and audit.
- 3.10.5 Based on survey results, the Enrollment Counselor may be required to define and resolve issues or improve processes.

3.11 Information Management and Systems and Business Continuity Plan

- 3.11.1 The Contractor shall have Information management processes and Information Systems that enable it to meet the Contract's services and reporting requirements. The System must meet ASES and Federal reporting requirements, and any other applicable Puerto Rico and Federal laws, rules and regulations including but not limited to the standards and operating rules in Section 1104 of the PPACA and associated regulations, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3.11.1.1 The Enrollment Counselor must adhere to all applicable privacy and security policies and all other requirements set forth in this RFP. For more information, see Article 8 of the Model Contract, Attachment H.

3.11.2 The Enrollment Counselor must have in place and maintain a business continuity plan that is acceptable to ASES, demonstrate and test the plan at ASES request. The Business Continuity Plan must include disaster recovery processes, which provides a detailed description of its disaster contingency and recovery plan for all requirements specified in this RFP. The Enrollment Counselor will demonstrate how it will restore Contact Center operations within twenty-four (24) hours and resume all remaining operations within three (3) working days following a natural or manmade disaster. The plan must meet recognized industry standards for security and disaster recovery requirements. The plan must identify disaster situations (e.g., fire, flood, terrorist event, hurricanes/tornadoes), which could result in a major failure. For each identified situation, the Enrollment Counselor must explain in detail the:

- A. Preventive measures that would be instituted to minimize the likelihood of its occurrence;
- B. Back-up, off-site storage, and other pre-disaster safeguards that would be implemented to minimize any disruption or data loss; the data back-up policy and procedures must include, but is not limited to:
 - 1. Descriptions of the controls for back-up processing, including how frequently back-ups occur;
 - 2. Documented back-up procedures;
 - 3. The location of data that has been backed up (off-site and on-site, as applicable);
 - 4. Identification and description of what is being backed up as part of the back-up plan;
 - 5. Any change in back-up procedures in relation to the Enrollment Counselor's technology changes; and

- 6. A list of all back-up files to be stored at remote locations and the frequency with which these files are updated.
 - C. Tasks that would be involved, and identify by job description or title the Enrollment Counselor's and the client's staff involvement;
 - D. Recovery procedures that would be instituted to achieve normal operation, including any remote access relocation plans;
 - E. Time-frame required to accomplish full recovery from the point of interruption;
 - F. Processes and triggers for implementing the plan, including coordination with the client;
 - G. Procedures for coordinating with the client in the event of a disaster; and
 - H. Procedures for notifying all relevant parties detailing the status of the system and any alternative phone numbers and/or business plans.
- 3.11.3 As part of the Business Continuity Plan, the Enrollment Counselor must include a section specific to services to be provided under this RFP that will be submitted to ASES for approval within thirty (30) days after the Contract Effective Date and be updated at least every six (6) months.
- 3.11.3.1 The plan must at a minimum include for the Contact Center;
- a. A redundant telephone system to operate in the event of line trouble or other problems so that access to the Contact Center by telephone is not disrupted.
 - b. The system must interface with the call tracking and recording standards and technology required in this RFP.
 - c. Additionally, all contract quality and performance standards required in this RFP must apply to the system.
- 3.11.4 The Enrollment Counselor must notify ASES each time the business continuity plan is activated within two (2) hours of the event.

3.12 Subcontracts

- 3.12.1 The services to be provided under this RFP may not be assigned or subcontracted without the prior written approval of ASES, in its sole discretion. The request to contract a third party must specify the matters in which he/she will intervene and must be submitted in writing and include the same documents and certifications required for government contracting that were required from the Enrollment Counselor. The delegation of services without the mentioned authorization will be sufficient cause to terminate the contract. Failure to comply with this requirement will hold the Enrollment Counselor responsible for any damages or losses that may be caused to ASES, whether directly or indirectly. Also see Section 2.4.3 of this RFP.
- 3.12.2 The Enrollment Counselor shall assume sole responsibility for all functions performed by a Subcontractor(s), as well as any payments to a Subcontractor(s) for services related to this RFP. In the event that a Subcontractor is incapable of performing the service contracted for by the Enrollment Counselor, the Enrollment Counselor shall (i) notify ASES Immediately and (ii) assume responsibility for providing the services that the Subcontractor is incapable of performing. The Enrollment Counselor shall remain obligated to provide any services that the Subcontractor is incapable of performing.
- 3.12.3 If the Enrollment Counselor becomes aware of a Subcontractor's failure to comply with the Contract, the Enrollment Counselor shall correct the failure within five (5) Business Days of becoming aware of the failure and inform ASES of the same.
- 3.12.4 All Subcontracts between the Enrollment Counselor and Subcontractors must be in writing, must comply with all applicable Medicaid laws and regulations, including subregulatory guidance and provisions set forth in the Contract, as applicable, and must specify the activities and responsibilities delegated to the Subcontractor containing terms and conditions consistent with the applicable requirements that pertain to the service or activity performed by the Subcontractor.
- 3.12.5 The Subcontracts must also include provisions for revoking delegation or imposing other sanctions if the Subcontractor's performance is inadequate. The Enrollment Counselor and the Subcontractors must also make reference to a business associates' agreement between the Parties.

- 3.12.6 All Subcontracts between the Enrollment Counselor and Subcontractors must ensure that the Enrollment Counselor evaluates the prospective Subcontractor's ability to perform the activities to be delegated; monitors the Subcontractor's performance on an ongoing basis and subjects it to formal review according to a periodic schedule established by ASES and consistent with industry standards or Puerto Rico laws and regulations; and identifies deficiencies or areas for improvement, ensuring that corrective action is taken as appropriate or required. The Enrollment Counselor must provide to ASES, on behalf of the Subcontractor, any and all materials required under Puerto Rico law to enter into a contract with the Puerto Rican government.
- 3.12.7 The Enrollment Counselor shall not engage nor contract with a person or entity that is debarred or suspended or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation (FAR) or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549, or a person or entity that is an Affiliate, as defined in FAR, of a such a person or entity (see 42 CFR 438.610).
- 3.12.8 ASES shall have the right to review all financial or business transactions between the Enrollment Counselor and a Subcontractor at any time upon request. ASES, CMS, or Office of Inspector General may inspect, evaluate and audit the Subcontractor at any time if ASES, CMS or Office of Inspector General determines there is a reasonable possibility of fraud or similar risk. ASES shall also retain the right to review all criminal background checks for all employees of the Subcontractor as well as any past exclusions from Federal programs.
- 3.12.9 The Enrollment Counselor shall provide ASES Immediate notice by certified mail, of any action or suit filed and of any claim made against the Enrollment Counselor by the Subcontractor or against a Subcontractor(s) that, in the opinion of the Enrollment Counselor, may result in litigation related in any way to the Contract. The Enrollment Counselor shall provide notification in writing as to how this action or suit may affect the overall provision of services to enrollees and the Enrollment Counselor's plan to mitigate such affect.

- 3.12.10 The Enrollment Counselor shall give ASES Immediate notice in writing by registered mail or certified mail of any action or suit filed by any Subcontractor and prompt notice of any claim made against the Enrollment Counselor by any Subcontractor or vendor that, in the opinion of Enrollment Counselor, may result in litigation related in any way to the Contract.
- 3.12.11 Any Subcontractor must provide ASES with an attestation that is free of any conflict of interest, a Sworn Statement on Fraud and Misappropriation, Disclosure of Lobbying Activities, Suspensions and Debarment Form, all Government Certifications as detailed under Section 6.6 of this RFP and copy of the insurance policies required under the Contract.

3.13 Reporting

3.13.1 The Enrollment Counselor must submit all reports expressly mentioned in Attachment D, as well as any additional report, data, documentation or information that ASES or CMS may require the Enrollment Counselor to submit from time to time, to measure performance and quality of services as well as to obtain relevant information necessary for the proper operation of the GHP program. All correspondence, communications, documents, reports, analysis or material produced or related to the tasks required under this RFP shall at all-time be the property of ASES. Any such reports, documents, correspondence, analysis or materials shall be provided at no additional cost to ASES.

3.13.2 If ASES requests any revisions to the reports already submitted, the Enrollment Counselor shall make the changes and re-submit the reports, according to the time period and format specified by ASES.

3.13.3 The Enrollment Counselor shall submit all reports to ASES in the manner and format prescribed by ASES.

3.14 Records Requirements

3.14.1 The Enrollment Counselor and its Subcontractors, if any, shall preserve and make available all of its records pertaining to the performance under this RFP for inspection or audit, throughout the Contract Term, for a period of ten (10) years from the date of final payment under the Contract, and for such period, if any, as is required by applicable statute or by the Contract. The Enrollment Counselor is responsible for preserving all records pertaining to its performance under this RFP, and to have them

available and accessible in a timely manner, and in a reasonable format that assures their integrity.

3.14.2 Since funds from the Puerto Rico Plans under Title XIX and Title XXI of the Social Security Act Medical Assistance Programs (Medicaid and CHIP) are used to finance this project in part, the Enrollment Counselor shall agree to comply with the requirements and conditions of the Centers for Medicare and Medicaid Services (CMS), the US Comptroller General, the Comptroller of Puerto Rico and ASES, as to the maintenance of records related to this Contract.

3.14.3 Puerto Rico and federal standards for audits of ASES agents, contractors, and programs are applicable to the Enrollment Counselor.

3.15 Just Cause Disenrollment

3.15.1 Consistent with federal regulations, the Enrollment Counselor shall allow members to request disenrollment from MCO with just cause at any time.

3.15.2 The Enrollment Counselor shall process the “just cause” requests for disenrollment in accordance with guidelines established by ASES.

3.15.3 ASES has the exclusive authority to deny a “with cause” disenrollment request.

3.15.4 In cases where the beneficiary needs to receive health services before the change of MCO is effective and the current MCO does not have available on its provider network the applicable provider, the Enrollment Counselor will notify ASES of the situation immediately for the corresponding coordination of benefits.

3.16 Member Experience

3.16.1 enrollees will have the ability to provide the Enrollment Counselor with feedback or complaints regarding actions taken by the Enrollment Counselor relating to the services received from the Enrollment Counselor at any time in writing or orally based on the process to be approved by ASES.

3.16.1.1 Such complaints may include, but are not limited to:

3.16.1.1.1 Quality of services provided;

- 3.16.1.1.2 Aspects of interpersonal relationships such as rudeness of an Enrollment Counselor's employee, or failure to respect the beneficiary's rights regardless of whether remedial action is requested; and/or
- 3.16.1.1.3 Responsiveness to beneficiaries regarding a problem or question.
- 3.16.1.2 The Enrollment Counselor Complaint process should not be unnecessarily administratively burdensome on the beneficiary and/or their authorized representative and shall be consistent with the requirements herein.
- 3.16.1.3 The Enrollment Counselor will provide beneficiaries assistance in completing forms and other procedural steps related to a complaint, including but not limited, to auxiliary aids and services upon request, such as providing interpreter services and toll-free numbers with adequate TTY/TDD and interpreter capability and assistive listening devices, or referring beneficiary to Ombudsman program for assistance if desired. The web page must include a link in compliance with Article 8 of Act No. 229 of August 8, 2003, as amended.
- 3.16.1.4 The Enrollment Counselor shall acknowledge, in writing, receipt of each complaint within five (5) calendar days of receipt.
- 3.16.1.5 The Enrollment Counselor will send written notices related to complaint via mail or, with beneficiary and/or authorized representative consent, via email.
- 3.16.1.6 The Enrollment Counselor shall provide written notice of resolution of the complaint to the beneficiary and/or authorized representative no later than thirty (30) calendar days of receipt.
- 3.16.1.7 The Enrollment Counselor shall record all complaints in the System tied to the beneficiary for whom the complaint is made and report to ASES upon request.
- 3.16.1.8 The Enrollment Counselor shall develop, subject to ASES review and approval, policies and processes related to Enrollment Counselor complaints and shall post them on a

publicly available website. The references to these policies and processes must be included in education materials.

3.16.1.9 The Contractor shall maintain a record of all complaints received and report such information to ASES upon request or when the nature of the complaint warrants that it be promptly divulged to ASES.

3.17 Key Service Level Metrics

The Enrollment Counselor must meet all service/performance metrics mentioned in the RFP and the Model Contract. The key service level metrics are subject to the assessment of penalties as outlined in the Model Contract. If the Enrollment Counselor fails to meet the metrics, penalties may be assessed in the amounts indicated therein for the period in which the deficiency occurs.

4. PROPOSAL FORMAT, ORGANIZATION AND CONTENT

This section describes the format, organization, and content of the Offeror's Proposal.

4.1 Format Requirements

All proposals must address the following requirements.

- 4.1.1 Proposal should be prepared simply and economically, providing a straightforward, concise description of the Offeror's qualifications to meet the requirements of this RFP.
- 4.1.2 Offerors shall submit only one (1) Proposal. Alternative Proposals will not be accepted.
- 4.1.3 Offerors cannot submit separate proposals as a principal contractor or subcontractor. ASES will accept proposals that involve a subcontractor that is included as part of multiple proposals; however, offerors who are proposing as a principal contractor cannot submit multiple proposals either as a principal contractor or subcontractor. If an offeror submits more than one proposal, in violation of the rules outlined above, ASES has the right to reject the proposals.

4.2 The Proposals must comply with the following format rules:

- 4.2.1 Be typewritten on standard 8 ½” x 11” paper. The pages should have one-inch margins, and the font shall be 12 point Arial. The Proposal must be set at a one and one-half (1.5) line spacing. Larger paper (up to 11” x 17”) and smaller fonts are permissible for charts, diagrams, spreadsheets, etc.
- 4.2.2 All pages of the proposal shall include the RFP title “RFP#2025-003 (EC)” consistently in either the footer or header on each page.
- 4.2.3 Proposals must use consecutively numbered pages, using consistent numbering format.
- 4.2.4 The proposal (including appendixes) must be drafted in the English language, excluding certifications and/or documents issued by the Government of Puerto Rico.
- 4.2.5 The proposal (including appendixes) shall not be password protected or locked.
- 4.2.6 The Proposals must be in Microsoft Word or a searchable PDF format.
- 4.2.7 Limit responses to Technical Proposal to no more than 35 one-sided pages.
- 4.2.8 The Cost Proposal must be submitted in a separate file from the rest of the proposal and its content must not be mentioned in the rest of the proposal.

4.3 Signature

The person authorized to legally bind the Offeror must sign each RFP appendix that requires a signature and/or initials.

5. EVALUATION PROCESS

5.1 General Evaluation Process

5.1.1 ASES’s Evaluation Committee, designated by the Executive Director of ASES, shall conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. ASES shall be the sole judge in the selection of the successful Offeror.

5.1.2 ASES seeks to award the Contract to the Offeror who best meets the requirements affordably and that will be the most advantageous to ASES. This may result in an award to a higher rated, higher priced Offeror where the decision is consistent with the evaluation factors and ASES reasonably determines that the technical superiority and/or overall business approach of the higher priced Offeror outweighs the price difference.

5.1.3 ASES reserves the right to ask clarifying questions and request additional information from the Offeror at any stage of the process. If the Offeror fails to answer and/or respond to any clarifying questions or requests for additional information, the Offeror’s Proposal may be disqualified. ASES reserves the right to waive minor irregularities and minor instances of non-compliance.

5.2 Scoring Summary for the Proposal

Proposals will be **weighted** using the following Table:

5.2.1: Scoring Summary of the Proposal

Section Title	Section Weighting
Mandatory Requirements (Section 6)	Pass/ Fail
Technical Proposal (Section 7)	80%
Cost Proposal (Section 8)	20%

5.3 Scoring Criteria for the Technical and Cost evaluation

The following table shows the scoring criteria ASES will use to assign points for the Technical and Cost Evaluation:

Point Value	Descriptions	Criteria for Point Assignment
0	Does Not Meet Requirement	A particular RFP requirement was not addressed in the Offeror’s proposal. The proposal’s response is missing or is non-responsive for it does not addresses any of the requirements.
1	Partially Meets Requirement	Offeror’s Proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below acceptable level. The Offeror failed to provide a fully compliant response to the requirements in the RFP and the omission(s), or defect(s), are significant. The quality of the proposal response is considered to be less than average for a qualified Offeror.

Point Value	Descriptions	Criteria for Point Assignment
2	Meets Requirement	Offeror's Proposal fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation Proposal response complies with the requirements and provided an adequate description of how the requirements would be met. The proposal response is considered to be of average quality for a qualified Offeror
3	Exceeds Requirement	Offeror's Proposal fulfills a particular RFP requirement in all material respects and offers some additional level of quality in excess of ASES's expectations. The proposal response complies with the requirements and provided a good and complete description of how the requirements would be met, is above the average quality that is expected from a qualified Offeror.

In assigning points, evaluators shall consider issues including, but not limited to, the extent to which a Proposal response:

- a. Is lacking the required information (e.g. whether it is lacking depth or breadth or significant facts and/or details).
- b. Is fully developed.
- c. Demonstrates that the Offeror understands ASES's needs, the services sought, and/or the Offeror's responsibilities.
- d. Illustrates the Offeror's capability to perform all services and meet all requirements.
- e. Demonstrates the Offeror's capacity, capability and/or commitment to exceed regular service needs, that is, whether it offers enhanced features, approaches, or methods, or creative or innovative business solutions.

5.4 Mandatory Requirements Evaluation

Each Proposal shall be evaluated to determine whether the requirements, as specified in this RFP, have been met. Failure of the Offeror to submit a complete timely Proposal and Proposal Bond shall be grounds to disqualify the Offeror's Proposal.

Failure to adequately meet any Mandatory submission requirement may cause the entire Proposal to be deemed non-responsive and be rejected from further

consideration. However, ASES reserves the right to waive minor irregularities and minor instances of non-compliance.

Each proposal will be scored as either Pass or Fail for each Mandatory Criteria set forth in Section 6.

5.5 Technical Proposal Evaluation

Each Proposal that passed the Mandatory Requirements evaluation shall be evaluated to determine whether the technical requirements have been met. The Evaluation Committee will review, evaluate, and score the sections of each Technical Proposal based on the Proposal’s completeness, thoroughness, and how it demonstrates that it meets or exceeds the RFP requirements. The total maximum amount of points for the Technical Proposal is 240 points.

5.5.1 Table of Maximum Points by Technical Proposal Section.

Maximum points for each Technical category to be scored as follows:

Technical RFP Section	RFP Section	Section % Weighting	Total Points for Section
Implementation	7.1	10%	25
Staffing	7.2	17%	40
Contact Center Support	7.3	23%	55
Language Communication Requirements	7.4	6%	15
Training	7.5	13%	30
Information Technology/Information System	7.6	21%	50
Member Experience	7.7	10%	25
Total Technical Points		100%	240

5.5.2 Points to each question will be awarded as follows:

Point Value	% of Possible Points
3	100%
2	80%

Point Value	% of Possible Points
1	60%
0	0%

5.6 Cost Proposal Evaluation

- 5.6.1 Each Proposal that passed the Mandatory Requirements evaluation shall have its Technical Proposal evaluated. Only the first three (3) Offerors with the highest technical scores will move forward to cost proposal evaluations. If the difference in scores between the third and fourth place is less than 10%, the fourth place will also move to cost proposal evaluation.
- 5.6.2 Those proposals that are not moved forward from technical evaluations will not have their cost proposals scored.
- 5.6.3 The Evaluation Committee reserves the right to revisit proposals if a technical and/or cost deficiency is discovered during the evaluation. If the Evaluation Committee determines that a proposal is non-responsive and rejects it after opening cost proposals, the Procurement Contact will recalculate scores for each remaining responsive cost proposal to determine (or redetermine) the apparent best-ranked proposal.
- 5.6.4 The Cost Proposal may be determined non-responsive if the Offeror fails to comply with the Cost Proposal instructions and requirements.
- 5.6.5 The Sum of the Total Annual Costs proposed for the contract term, which runs from August 1, 2025, to July 31, 2028, and two (2) **optional extensions of one (1) year each** will be evaluated in the Cost Proposal Evaluation for scoring purposes. See Section 8 of this RFP.
- 5.6.6 The total maximum amount of points for Cost Proposal is 60 points. Points will be given for the sum of the Total Annual Costs proposed for the base contract term and optional years. The Offeror's cost proposal with the lowest total price will receive the highest available points allocated to cost. The points allocated to higher-priced proposals will be equal to the lowest proposal price (LPP) multiplied by the maximum points available for cost, divided by the cost proposal being evaluated.

$$\text{LPP} \times 60 / (\text{Offeror's X Cost Proposal})$$

For example:

Offeror	Years 1-3	Optional Years	Sum of Total Annual Costs	Cost Points
A	\$250,000	\$155,000	\$460,000	52
B	\$240,000	\$150,000	\$400,000	60
C	\$400,000	\$350,000	\$750,000	32

5.7 Best and Final Offer (BAFO)

5.7.1 Once the Cost Proposals have been scored, the Evaluation Committee will determine if a BAFO round will be opened. If so, the Offerors that moved to Cost Proposal Evaluation will be notified by the Procurement Contact of the term to submit their BAFO.

5.7.2 The BAFO must be submitted within no less than thirty-six (36) hours of the notification, unless otherwise stated in the notification. The BAFO must be submitted using Appendix F - Cost Proposal Template unless otherwise instructed.

5.7.3 ASES reserves the discretion to celebrate more than one round of BAFO's. Nonetheless, Offerors must submit with their initial Cost Proposal, their best cost estimate, therefore, their best offer.

5.7.4 The Evaluation Committee will evaluate the new Cost Proposals and recalculate the Cost Proposal points.

5.8 Intent to Award Contract

5.8.1 Upon careful consideration of the final recommendations of the Evaluation Committee, ASES will make a final determination as to the Offeror that will receive a Contract from the Government of Puerto Rico.

- 5.8.2 ASES reserves the right to select a Proposal with a higher Cost Proposal, if the quality of the service or if it is in the best interest of the Government of Puerto Rico in this regard, so warrants it. Such determination must be fully justified in the record.
- 5.8.3 Based on ASES's selection of the successful Offeror, the Executive Director of ASES shall send such Offeror a written Notice of Intent to Award.
- 5.8.4 In case that only one Proposal is received or that only one Offeror is a responsive offeror, ASES reserves the right, in its best interest and in its sole discretion, to award the RFP to said Offeror with or without a prior negotiation or cancel the RFP.
- 5.8.5 Upon selection of the Offeror that will receive a Contract, ASES shall initiate the contracting process. The selected Offeror shall be notified in writing that the response has been accepted and that ASES intends to engage the Offeror under the terms of the Contract.

6. MANDATORY REQUIREMENTS

The following documents must be included in the order stated below. These documents will not count towards the page limit noted in Section 4.2.7 of this RFP.

6.1 Letter of Transmittal

Include as the Cover Page of the Proposal a signed Letter of Transmittal. See Appendix B of this RFP).

6.2 Company Description

Provide a detailed description of the company, its operations, and ownership, addressing the following:

- i. Describe the Offeror's form of business (e.g., individual, sole proprietor, corporation, nonprofit corporation, partnership, Limited Liability Company) and detail the names, addresses, telephone numbers, and email addresses of its officers and directors and any partners, if applicable. General description of primary business of the organization and its client base.
- ii. Organization's areas of specialization.

- iii. Any current or recent experience, within the last three years, working with state Medicaid agencies.
- iv. Experience in the implementation, management, and provision of services similar to those included in the scope of work of this RFP for a volume of beneficiaries similar to Plan Vital.
- v. Size of organization, including structure. The organizational chart or diagram should present information clearly and concisely and include, at a minimum, the lines of authority and reporting and roles and functions for each position. Include a narrative description to supplement the chart or diagram.
- vi. Describe the Offeror's experience in providing services similar to those included in the scope of this RFP, with emphasis on clients of similar size as Plan Vital and details on the number of years of providing services. Do not include ASES as one of your clients.
- vii. Length of time organization has been in business, as well as how long the organization has been providing the type of professional services sought in this RFP.
- viii. What attributes make your company an ideal partner for ASES.

6.3 References

6.3.1 Provide a list of three (3) business references for contracts performed within the last two (2) years, that can discuss the Offeror's qualifications, experience, and performance in comparable tasks to those sought in this RFP. At least one (1) of the references must be from a contract of a similar scope as required by this request. Properly identify it.

6.3.2 Each reference must include the contact's name, phone number, email address, a brief description of the services provided, the period of service and number of years of business relationship.

6.3.3 Include a letter addressed to the Executive Director of ASES authorizing the Director to contact the reference.

6.3.4 It is preferable that references are provided for services that were procured in a competitive environment. **The Offeror shall not use ASES as a reference to fulfill this requirement. People who are currently employed or contracted as consultants by ASES are not eligible to be references.**

6.3.5 The Offeror must make sure that the contact information provided is current and that the references provided will answer ASES's request for information.

6.4 Conflict of Interest

The Offeror must provide the following documentation for ASES to evaluate any current or potential Conflict of Interest:

1. Independence and Conflict of Interest Certification. (Appendix C)
2. Conflict-of-Interest Affidavit (Appendix C-1)
3. Provide any relevant documentation regarding your organization's relationship to parent, affiliated and/or related business entities, including, but not limited to subcontractors, subsidiaries, joint ventures, or sister companies.

6.5 Suspension and Debarment Form

The Offeror must complete the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters Form to certify compliance with federal regulations. (See Appendix D of this RFP).

6.6 Financial and Legal Documentation

6.6.1 Provide financial statements prepared by an independent Certified Public Accountant (CPA) for the two (2) most recent fiscal years. If the Financial Statements for the latest full fiscal years have not been issued, submit management-prepared financial statement and related notes. Explain any negative financial information in the Offeror's financial statements.

At a minimum, financial statements must include:

- i. Balance sheet;
- ii. Income statement;
- iii. Statement of changes in financial position;
- iv. Statement of cash flows; and
- v. Capital expenditures.

NOTE: Financial materials must be submitted as a word searchable PDF.

6.6.2 Provide the current Month-End Balance Sheet and Year-to-Date Income Statement at the time of Proposal submission.

6.6.3 Provide a current month-end detail of any significant outstanding account receivable and payable balances that represent, alone or when added to other accounts of the same category, more than seventy-five percent (75%) of account receivables and payables, respectively.

6.6.4 Provide a list of terminated contracts for the type of services required in this RFP, including expired or non-renewed Contracts, in the last five (5) years and the reason/circumstances pertaining to the termination.

6.6.5 Provide a certification of whether there is any pending or recent (within the past five (5) years) litigation against the Offeror. See Appendix I of this RFP. The Offeror does not need to report workers' compensation cases. If there is a pending or recent litigation against the Offeror, the Offeror shall:

A. Describe the damages being sought or awarded or the extent to which the adverse judgment is/would be covered by insurance or reserves set aside for this purpose. Include an opinion of counsel as to the degree of risk presented by any pending litigation and whether the pending or recent litigation will impair the Offeror's performance in a Contract under this RFP.

B. If there has been a judgment against the Offeror, please provide the details of the judgment and an opinion of counsel as to the degree of risk presented by the judgment and whether the judgment will affect the Offeror's solvency and/or impair the Offeror's ability to perform under the Contract. If applicable, include any Securities Exchange Commission (SEC) filings discussing any pending or recent litigation. The Offeror shall include its parent organization, affiliates, and subsidiaries.

6.6.6 Provide a certification on whether, in the last ten (10) years, the Offeror, a predecessor company, the Offeror's parent organization, affiliates, and/or subsidiaries has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. See Appendix I of this RFP. If so, provide an explanation detailing relevant facts, including the date on which the Offeror emerged from bankruptcy or expects to emerge. If still in bankruptcy, provide a summary of and anticipated timeframe for approval of a plan of reorganization.

6.6.7 Provide a Corporate Resolution identifying the person authorized to represent and legally bind the entity. In case of a Limited Liability Company, the Offeror must submit evidence of the designation as Administrator or as authorized voting member. See Letter of Transmittal, Appendix B of this RFP.

6.6.8 Provide a sworn statement certifying that it has no debts with the government of Puerto Rico, or with any state agencies, corporations or instrumentalities that provide or are related to the provision of health services or, if a debt exists, that such debt is subject to a payment plan with which the Offeror is in compliance, a work plan to reconcile amounts in controversy with which the Offeror is in compliance or pending administrative review under applicable law or regulations. In such case, the Offeror must submit recent evidence of said payment plan, debt reconciliation agreement or pending administrative review.

6.6.9 Provide a letter to indicate the government agencies with which the Offeror has or is in contract negotiation process.

6.6.10 Provide evidence of registration in the System for Award Management (SAM) <https://www.sam.gov/SAM/>. If not currently registered, provide evidence of current status of registration process. **WARNING**: The Offeror must be registered at the time of the Award.

6.6.11 Provide a certification to the effect that all current personnel who would be providing services under the RFP and eventual contract are trained in the administrative, physical and technical aspects of HIPAA Law as established in 45 CFR §§ 164.308, 164.310, 164.312, 164.316. If said personnel is not currently trained, explain why and submit a Certification to the effect that, if awarded a contract, will fully comply with this requirement. See Appendix I of this RFP.

6.6.12 Submit the Sworn Statement on Fraud and Misappropriation duly filled in and signed before a Notary Public (Appendix E of this RFP).

6.6.13 Provide a current Certification of the Single Registry of Professional Service Providers (RUP).

6.6.13.1 Provide a current Certification of the Single Registry of Professional Service Providers (“RUP” for its Spanish acronym) issued by

the Puerto Rico General Services Administration (“Administración de Servicios Generales de Puerto Rico” or “ASG” for its Spanish acronym).

NOTE: If the current certification expires before the signature of the contract, the successful Offeror must provide a current certification at the time of signature. Failure to provide the same at the time of signature of the contract may cause the forfeiture of the Proposal Bond in favor of ASES, the cancelation of the Award in favor of said Offeror, the issuance of a new Award in favor of the next best Offeror that complies with this requirement, and the Offeror will have no legal recourse against ASES.

6.6.13.2 If the Offeror has completed the registry process and is awaiting issuance of the certification or renewal certification by ASG at the time of submitting the Proposal, the Offeror must submit:

- (1) evidence of payment of the certification process;
- (2) an explanation of the current status of said process;
- (3) all the certifications and documentation submitted to the RUP with evidence of submission; and
- (4) within five (5) business days of having submitted the Proposal, it must either submit the RUP Certification or inform its current status. If the status remains as pending, the Offeror will then have to comply with Section 6.6.13.2.1 of this RFP.

6.6.13.2.1 If the status remains as pending, it will be the sole responsibility of the Offeror to submit the RUP certification as soon as it is issued by ASG. In such a case, the Offeror must then submit a certification attesting that it recognizes that, if a Contract is awarded to the Offeror under this RFP:

a. the Offeror must provide, before the signature of the Contract, a Current Certification of the Single Registry of Professional Service Providers (RUP Certification); and

b. that failure to provide the RUP Certification will cause the disqualification of the Offeror, the forfeiture of the Proposal Bond in favor of ASES, the cancelation of the Award in favor of said Offeror, the issuance of a new Award in favor of the next best Offeror that complies with this requirement, if determined by ASES to be in the best interest of Plan Vital and the Government, and the Offeror will have no legal recourse against ASES.

6.6.13.3 If the Offeror is not registered in the RUP at the time of submission of the Proposal the Offeror will be given an automatic term of five (5) business days, from the date of the deadline for the submission of the Proposal, to submit the RUP Certification. See, Article 3.3 of the Regulations on the Sole Registry of Bidders for the Government of Puerto Rico, #9301. If at the term of the five (5) business days, the Offeror does not have the certification, it must comply with the requirements of Section 6.6.13.2 of this RFP.

Failure to comply with this section may be cause for the disqualification of the Offeror.

NOTE: A RUL (“Registro Único de Licitadores”) Certification from ASG will not be accepted as a substitute for the RUP.

6.6.14 Include a signed Lobbying Certification (**Appendix G**). See Section 2.4.20 of this RFP.

6.7 Insurance Policies

Provide a copy of all liability insurance policies required under Article 24 of the Model Contract. If the Offeror does not possess any or some of the policies, please explain why and submit a certification to the effect that if awarded a contract, it will fully comply with the insurance requirements of Article 24 of the Model Contract. See Attachment H of this RFP.

6.8 Subcontractor

If the Offeror will be using Subcontractor(s) for functions and responsibilities under the Scope of Work of this RFP:

6.8.1 Identify each subcontractor, specify the tasks in which each subcontractor will intervene and disclose the remuneration that the subcontractor will receive for the work to be carried out, and the profit margin, if any, that the Offeror will have in relation to the subcontractor’s paid fees.

6.8.2 If the Offeror will be using a major subcontractor(s)⁴ for functions and responsibilities under the Scope of Work of this RFP, it must provide the following documentation, signed and submitted by the Major Subcontractor:

- 6.8.2.1 Attestation of Independence and Freedom from Conflict of Interests and Conflict of Interest Affidavit (Appendices C and C-1)
- 6.8.2.2 Suspension and Debarment Form (Appendix D of this RFP)
- 6.8.2.3 Sworn Statement on Fraud and Misappropriation (Appendix E)
- 6.8.2.4 Certification of the Single Registry of Professional Service Providers (“RUP” for its Spanish acronym) issued by the Puerto Rico General Services Administration (“Administración de Servicios Generales de Puerto Rico” or “ASG” for its Spanish acronym). See Section 6.6.13. Same rules of said section will apply here.
- 6.8.2.5 Provide evidence of registration in the System for Award Management (SAM) <https://www.sam.gov/SAM/>. If not currently registered, provide evidence of current status of registration process. **WARNING:** Same rules applicable to the Offeror, apply to the Subcontractor.
- 6.8.2.6 All Documents and Certifications required under Sections 6.6.4, 6.6.5, 6.6.6, 6.6.8 and 6.6.9 of this RFP. See also, Appendix I of this RFP.
- 6.8.2.7 Provide a detailed description of the company, its operations, and ownership, addressing the following:
 - i. General description of primary business of the organization and its client base;
 - ii. Organization’s areas of specialization;

⁴ A subcontractor, as herein defined, is a subcontractor who will perform twenty five percent (25%) or more of the tasks to be awarded to the Contractor, or that twenty five percent (25%) or more of the budget assigned for this Contract will be paid to the subcontractor for services related to the SOW of this RFP, or who will perform core tasks under the Contract.

- iii. Describe the Offeror's experience in providing the services to be subcontracted, with emphasis on clients of similar size as Plan Vital and details on the number of years of providing services. Do not include ASES as one of your clients;
 - iv. Length of time organization has been in business.
- 6.8.2.8 Certification that it possesses and will provide at the time of the signing of the contract between ASES and the selected Offeror the insurance policies mentioned in Section 6.7 of this RFP that apply to the services to be provided.
- 6.8.2.9 Provide a list of any litigations or sanctions that have been applied under any current or former services contract in the last three (3) years. State the status, final outcome and findings in said process, particularly any findings of noncompliance under federal or state law.
- 6.8.2.10 Provide at least three (3) specific business references with at least one (1) for a state Medicaid program or other large similar government or large private industry project within the last (5) years, or similar engagement or project of similar size and scope to those functions and responsibilities that it would be performing under this RFP, within the last five (5) years. Do not use ASES as one of the references to fulfill this requirement. Each reference must include the contact's name, phone number, email address, a brief description of the services provided, and the period of service. Include with the above required information a letter addressed to the Executive Director of ASES authorizing ASES to contact said business references to obtain the information stated in Section 1.4.1 (D) of this RFP.

6.8.3 Certification that all current personnel who would be providing services under the RFP and eventual contract are trained in the administrative, physical and technical aspects of HIPAA Law. If said personnel is not currently trained, submit a Certification to the effect that, if awarded a contract, the Subcontractor would fully comply with this requirement. See Appendix I of this RFP.

6.9 Proposal Bond

6.9.1 A Proposal Bond in the amount of ten percent (10%) of the total bid for the first-year term is **REQUIRED**. The Proposal Bond must be accompanied

with a pledge that the Proponent will enter into a contract with ASES on the terms stated in the Proposal Bond, if awarded the RFP.

6.9.2 The Proposal Bond shall be either in a Certified Check or Original Proposal Bond issued by a surety company duly authorized to do business in Puerto Rico, duly certified by the Insurance Commissioner of Puerto Rico, and accepted by ASES. The Proposal Bond or check will be payable to ASES.

6.9.3 The Original Bond must be delivered either via hand delivery or courier service delivery no later than 4:00 pm (AST) March 13, 2025, to ASES's Finance Office, located at Urb. Caribe Sector El Cinco, #1549 Calle Alda, San Juan, PR. A true and exact copy of the Original Bond must be included with the Proposal on the due date for submission of the Proposal. **IF THE COPY OF THE PROPOSAL BOND SUBMITTED WITH THE PROPOSAL IS NOT A TRUE AND EXACT COPY OF THE ORIGINAL BOND LATER SUBMITTED, IT WILL BE CONSIDERED THAT THE PROPOSAL BOND WAS NOT TIMELY SUBMITTED.**

6.9.4 The name of the company to whom the bond is issued must be the same as in the Proposal. No Letter of Credit and Annual Proposal Bond will be accepted. If the Proposal Bond is submitted in a certified check, ASES will not pay interest at any rate for the period from when the check is cashed by ASES to the time of its return to the proponent.

FAILURE TO COMPLY WITH THE TIMELY SUBMISSION OF A PROPOSAL BOND, ISSUED BY A QUALIFIED INSTITUTION AS STATED IN THIS SECTION, IN THE NAME OF ASES AS OBLIGEE, TO COVER THIS PROCUREMENT PROCESS AND IN THE AMOUNT SPECIFIED HEREIN, WILL DISQUALIFY THE OFFEROR.

6.9.5 If the Offeror is chosen to receive a Contract and withdraws its Proposal after ASES issues a Notice of Intent to Award, does not honor the terms offered in its Proposal, or does not sign the Contract within a reasonable period before the Readiness Review, the Proposal Bond shall be forfeited by the Offeror in favor of and kept by ASES and it shall be cause for the cancelation of the Award in favor of said Offeror. In its discretion, ASES may issue a new Award in favor of the next best Offeror if it is in the best interest of the Program and the Government of Puerto Rico.

6.9.6 The Proposal Bond will be returned to the unsuccessful bidders after One Hundred and Fifty (150) Calendar Days of the submission of the Proposal, unless the Proposal Bond term herein established is otherwise extended per

ASES's request due to an extension of the schedule of events of this procurement.

6.10 Redacted Proposals

6.10.1 If the Offeror requests confidential treatment, one (1) copy of the full Proposal (including the Cost Proposal) must be submitted with proposed confidential information redacted according to Section 2.4.5 of this RFP. The redacted copy must disclose the general nature of the material removed and shall retain as much of the Proposal as possible.

6.10.2 Supply a listing of the provisions identified by Section/subsection number for which the Offeror sought confidential treatment and the statutory basis or bases under federal law, Puerto Rico Law, including a detailed justification for exempting the information from public disclosure.

6.10.3 If the Offeror does not request confidential treatment of any portion of its proposal, it must submit a certification to that effect agreeing to release and hold harmless ASES, the Government of Puerto Rico and the Federal Government, as stated in Section 2.4.5 of this RFP.

6.11 L

7. TECHNICAL PROPOSAL

The Offeror shall complete all requirements, including the narratives and required appendices, in this section. In responding to each question, the Offeror shall explicitly state whether a subcontractor will be utilized. If the Offeror intends to utilize a subcontractor(s), the Offeror must provide the name of the subcontractor in the response.

Offeror must demonstrate the necessary experience and capacity to assume all applicable functions as demonstrated by providing detailed responses to the following questions. This includes providing a detailed narrative, diagrams, exhibits, examples, sketches, descriptive literature and/or detailed information specifically tailored for the services required under this RFP to demonstrate its ability to meet requirements.

7.1 Readiness and Operational Capacity (Total Maximum Points - 25 points)

7.1.1 Describe your plan for implementation of the Contract to achieve readiness for Go-Live prior to August 1, 2025. Provide a detailed description of how

you intend to have full operational capacity, how resources will be deployed, who will provide oversight, and how staff are hired, trained and tested. Include your staffing plan to comply with all duties and responsibilities of the Contractor as stated in the Scope of Work, in a time sensitive manner. (10 points)

- 7.1.2 What is the systems build and testing strategy and timeline? (5 points)
- 7.1.3 Describe any barriers you have identified to meeting the timeframes and how you will mitigate these barriers. (5 points)
- 7.1.4 Describe the methods that will be utilized to maintain the level of cooperation with ASES necessary for proper performance of all contractual responsibilities and to appraise ASES of any issues and status. (5 points)

7.2 Staffing (Total Maximum Points - 40 points)

- 7.2.1 Describe your approach to staffing for the Contact Center to ensure performance metrics as defined in Section 3.3.6 are met. (10 points)
- 7.2.2 Describe your approach to staffing for on-site choice counseling. (5 points)
- 7.2.3 Provide a detailed staffing contingency plan for handling sudden and unexpected increases in enrollment, MCO/PMG's changes and call volumes with a description on how the plan will be implemented and coordinated with ASES. (5 points)

7.2.4 Key Personnel (Total Maximum Points - 20 points)

Describe the experience and expertise of the specific individuals within the Offeror's organizational structure who would perform the services outlined in this RFP and that have been identified as the Key Personnel. Provide a copy of their *curriculum vitae* demonstrating all the required experience and expertise. See Attachment E of this RFP.

For the IT implementation team and the IT operational team that will be participating in this project, provide years of experience, specialty and certifications obtained. State if they will be fully dedicated to this project. Specify the FTE's proposed for each IT staff assigned to the project. See Section 3.5.5 of this RFP.

7.3 Contact Center Support (Total Maximum Points - 55 points)

7.3.1 Describe the Offeror's ability and approach to meet the requirements of Section 3.3 Contact Center Support and describe the capacity to handle all telephone calls during normal business hours, after hours and peak hours considering the following assumptions and the performance metrics of Section 3.3.6 of this RFP. Include the baselines and assumptions used in your analysis in addition to the following baselines: (10 points)

a. Call Volume

Baseline assumption: Refer to Section 3.3.2 of this RFP

b. Average talk time per call

Baseline assumption: between three (3) and seven (7) minutes, with longer talk time during periods of surge activity.

c. Average of total talk time per representative per day (after removing time for breaks, training, etc.)

Baseline assumption: 6.5 hours per day.

7.3.2 Provide a description of the Offeror's capability to accurately capture, track, report and audit each metric under this RFP. Describe how this information will be presented to ASES (e.g. Dashboards) and the frequency of updating data. (10 points)

7.3.3 Describe implementation of contact center for other clients with similar services and/or comparable populations as those required in this RFP. For each similar service, provide a matrix detailing: (10 points)

- i. Project title;
- ii. Project role (primary contractor or subcontractor);
- iii. Name of client agency or business;
- iv. General description of the scope of work;
- v. Start and end dates of contract for services as originally entered into between the parties;
- vi. Maximum number of lives managed, maximum calls handled and any other relevant information.
- vii. If the contract was terminated for any reason before completion, detail the reason(s) for the termination;

- viii. Project Budget;
- ix. Whether the services were provided timely and within budget;
- x. Any damages, penalties, disincentives assessed, or payments withheld;
- xi. List administrative or regulatory proceedings or adjudicated matters related to this service to which the Offeror has been a party; and
- xii. Contact information for the client's project manager including address, telephone number, and electronic mail address.

7.3.4 Please indicate whether you currently have the HIPAA-compliant technological infrastructure in Puerto Rico necessary to operate a contact center. Describe how it operates. Provide the applicable policies and procedures that you have in place for compliance with this requirement. (10 points)

7.3.5 Describe the IVR system in use for other clients. Describe the capacity of IVR to allow callers to enter their information to identify the member prior to the call being distributed to a contact center representative. (10 points)

7.3.6 Describe the plan for ASES to have real-time remote access via secure internet connection to all calls/communications and call/communication recordings. (5 points)

7.4 Language Communication Requirements (Total Maximum Points- 15 points)

7.4.1 Describe Offeror's ability and approach to meet the requirements of Section 3.8 Requirement for Written and Electronic Materials and Auxiliary Aids.

7.4.2 Describe how oral, written and sign language translation services are provided.

7.4.3 Describe how assistive listening devices will be made available to beneficiaries who need such assistance.

7.5 Training (Total Maximum Points – 30 points)

7.5.1 Describe Offeror's ability and approach to meet the requirements of Section 3.6 Training. (10 points)

- 7.5.2 The Contact Center is a dynamic real-time environment where constant change is customary. How do you identify the need and provide ongoing training to introduce new processes, address changes to the existing procedure, or areas for improvement in quality or performance goals? (10 points)
- 7.5.3 Provide an example of a training and evaluation module for customer service staff. (5 points)
- 7.5.4 Please provide sample training you have utilized in other contracts for basic contact center operations such as cultural competency, use of internal systems. (5 points)

7.6 Information Technology/Information System (Total Maximum Points – 50 points)

- 7.6.1 Describe the policies and procedures that you will implement to address the following:
- a. Secure access to systems;
 - b. Communications Encryption;
 - c. Automated detection systems for unusual activity;
 - d. Maintenance of software and security updates;
 - e. Compliance with HIPAA and applicable federal requirements;
 - f. Response plan for data breaches;
 - g. Personnel training on security and HIPAA standards.
- 7.6.2 Describe the backup and support procedures designed to accommodate:
- a. loss of online communications
 - b. loss of data
 - c. software malfunction
- 7.6.3 Explain how the system will be restored in the event of a natural or manmade disaster to accommodate:

- a. loss of online communications
 - b. loss of data
 - c. software malfunction
- 7.6.4 Describe your system infrastructure capabilities to support the enrollment activities related with the retrieval, submission and maintenance of data.
- 7.6.5 Describe the methodology that you will use to manage the data reconciliation processes with ASES and other entities identified by ASES.
- 7.6.6 Describe the challenges that you will be confronting because of the aforementioned requirements and how do you plan to mitigate them.
- 7.6.7 Describe your system capabilities for reporting on the following topics:
- a. Number of daily portal visits and views;
 - b. Number of daily PCP/PMG searches.
- 7.6.8 Describe the challenges that you will be confronting as a consequence of the requirements mentioned in Sections 7.6.7 and how do you plan to mitigate them.
- 7.6.9 How does your organization collect enrollment/health benefit information (or comparable information) submitted by a client or MCO, relevant to individual information? Your response should include, but not be limited to:
- a. How this information is tracked and logged
 - b. Language interpretation services
 - c. Visually and hearing impaired
- 7.6.10 Describe your experience maintaining, receiving and transmitting data comparable to that for the GHP program. The description should include the system infrastructure to support the data and how you will ensure security.

7.7 Member Experience (Total Maximum Points – 25 points)

- 7.7.1 How do you manage member complaints from initial complaint to resolution? Describe Offeror's ability and approach to meet the requirements of Section 3.16 Member Experience. Provide and explain current policy and procedures. How do you ensure that errors on the website identified by Members or others are resolved (for example incorrect Information in the provider directory)? (15 points)
- 7.7.2 How will you design and implement the enrollee experience survey and how will you utilize the results to improve services? (5 points)
- 7.7.3 Provide examples and/or descriptive information of how Offeror will accommodate special needs of beneficiaries in compliance with the requirements of Section 3.16.1.3 of the RFP. (5 points)

8. COST PROPOSAL

8.1 General Instructions

- 8.1.1 The Offeror shall also submit a Cost Proposal, using the format included in Appendix F, that addresses all costs associated with meeting the service requirements of this RFP. At the discretion of ASES, the Contract may be extended for up to two (2) additional terms of one (1) year each, beyond the initial three (3) year Contract period. Therefore, the Offeror's Proposal must include costs for five (5) years.
- 8.1.2 The Cost Proposal needs to be signed by the person authorized to legally bind the Offeror. The submitted Cost Proposal must include a duly signed PDF copy of the Cost Proposal Template with initials on each page as well as an Excel version. Both must contain the same information, and each page must be identified with the name of the Offeror. In case of any inconsistencies between the PDF signed copy and the Excel version of the Offeror's Cost Proposal, the signed copy will prevail.
- 8.1.3 The Cost Proposal must be submitted separately from the Technical Proposal and its content must not be mentioned in the rest of the proposal. See Section 4.2.8 of this RFP. Be advised, ASES may reject any proposal with a Cost template that is reformatted and/or not separately submitted.
- 8.1.4 The Cost Proposal should provide sufficiently detailed information to allow ASES to assess the reasonableness of the Offeror's cost.

8.2 Cost Proposal Worksheet

- 8.2.1 Using the Cost Proposal Worksheet (Appendix F of this RFP), the Offeror must propose costs, including implementation costs, to provide the enrollment counselor services, choice counseling, and contact center functions that meet the requirements specified in the RFP, including the performance metrics. The template must have the name of the Offeror.
- 8.2.2 The Offeror must complete the entire Cost Proposal Worksheet. For each section, the Offer must provide a narrative response explaining the associated costs for the applicable core service.
- 8.2.3 The Offeror must only enter information in the yellow cells for each line item.
- 8.2.4 All line items must be filled out. In the event a certain line item does not apply, the Offeror must enter zero "0" for applicable line item and explain why it is not applicable.
- 8.2.5 Start Up/One Time Implementation Costs
- 8.2.5.1 This section captures the Offeror's one time start up and implementation costs for all enrollment counselor functions including but not limited to: services, hiring, and system build requirements for both Information Technology (IT) and non-IT functions. Each line item must reflect a total proposed one-time implementation cost. **All implementation costs must be incurred in the first year only and must not be spread across multiple years.**
- 8.2.5.2 All costs associated with Section 1 of the Cost Proposal Worksheet are one-time costs that are expected to be expended during implementation. This section must not capture any ongoing costs; all ongoing costs must be entered into Sections 2-3 of the Cost Proposal Worksheet.
- 8.2.5.3 For each section, the Offeror must explain the associated costs in the narrative section provided.
- 8.2.6 PMPM Operational Service Fees - Contact Center/Choice Counselors
- 8.2.6.1 This section captures the Offeror's ongoing monthly costs to maintain contact center and choice counselor functions. The

population used to calculate the monthly payment for contact center and choice counselor services will serve as a cap for the purpose of ensuring that the total contract budget is not surpassed. Contact Center and choice counselors' services shall be considered capitated in this regard. See Attachment F – Rules on PMPM payments.

8.2.6.2 Line item 2.1, the Offeror must enter the proposed Total Annual Cost for contact center/choice counselor services for each contract year and must reflect the expected cost for the entire contract period for the line item. The Offeror must ensure each contract year is entered, even if the Total Annual Cost or the resulting PMPM cost is the same year to year.

8.2.6.2.1 The PMPM is the total cost for contact center/choice counselor services divided by the Assumed Member Months for the same period.

8.2.6.2.2 The PMPM will be automatically calculated.

8.2.6.2.3 The Member Months for Contract Period is based on projected GHP enrollment for each specified period.

8.2.6.3 The Offeror must explain in the applicable narrative section what factors are considered in the Offeror's proposed total cost for contact center and choice counselor services.

8.2.7 Annual Maintenance Fees for the Platform

8.2.7.1 This section captures the Offeror's ongoing annual costs to maintain the Platform.

8.2.7.2 For each line item, the Offeror must enter the total annual cost for the specific line item.

8.2.7.3 Line item 3.1.1 captures the total annual website hosting as defined in the Model Contract. If the Offeror chooses not to enter costs for this line item, the Offeror must enter zero "0".

8.2.7.4 Line item 3.1.2 captures the total annual maintenance fees as defined in the Model Contract. If the Offeror chooses not to enter costs for this line item, the Offeror must enter zero "0".

Attachment G includes the Routine & Standard Change

Orders that must be included as part of the Maintenance Fee. If the Offeror opts to include additional types of routine and standard change orders, it must list and describe the same. ASES retains the discretion to accept them.

8.2.7.5 Line item 3.1.3 captures the total annual application fees as defined in the Model Contract.⁵ This item must be quoted as an hourly blended rate on an estimated annual basis of 960 hours. The annual hours established for the calculation of the Application Fee for each contract year are just for evaluation and scoring purposes. If the Offeror chooses not to enter costs for this line item, the Offeror must enter zero “0”. Explain your response and/or provide details of the terms of this item in the applicable narrative section. **This line item will only be billed to and paid by ASES if changes are requested by ASES.**

NOTE: Although amounts are requested in annual terms, payments will be made on a monthly basis. When entering zero “0” in any of the above-mentioned line items, the Offeror must explain in the applicable narrative section.

8.2.8 Optional Extension term costs are included in the Cost Proposal for evaluation purposes only. ASES makes no guarantee of that said extensions of time will be executed.

8.2.9 Total Proposal Fees

8.2.9.1 Section 4 captures summary information from Sections 1-3 of the Cost Proposal Worksheet and does not require entry information from the Offeror.

8.3 Bidding Rules, Requirements, Process, and Adjustments

8.3.1 With this RFP, Offerors will receive an Excel template on which to provide their cost proposal, as well as service utilization data.

⁵ Covers changes, adjustments and/or new functionalities to all components of the Platform, not covered under the Maintenance Fee, requiring programming/configuration/modifications to address functionality issues of the Platform required to comply with applicable new regulations or requirements of the Program. These will be handled pursuant to requests made by ASES and invoiced, once approved by ASES.

8.3.2 Cost Proposals will be evaluated based on the criteria outlined in the cost proposal instructions and Section 5 of this RFP. Deviations from the template will constitute noncompliance and will result in the bid being **DISQUALIFIED.**

APPENDIX A

Notice of Intent to Participate

RFP # 2025-003 (EC)

ORGANIZATION:

CONTACT

REPRESENTATIVE*:

TITLE*: _____ PHONE NO*.: _____

EMAIL*: _____ FAX NO.: _____

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: _____

*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. Appendix B, Item 2 of this RFP.

APPENDIX B

Letter of Transmittal

RFP # 2025-003 (EC)

Offeror's Name: _____

Items #1 to #6 EACH 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 6.6.7 of this RFP:

Name _____

Title _____

Email address _____

Telephone number _____

Fax 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 _____

Fax number _____

4. Use of subcontractor (Select one)

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

The following Subcontractor(s) will be used in the performance of this Contract (indicate the service to be performed):

(Attach extra sheets, as needed)

5. Please describe any relationship with any entity that will be used in the performance of this Contract.

(Attach extra sheets, as needed)

6. ___ I concur that submission of our Proposal constitutes acceptance of all the conditions governing this procurement including but not limited to the Evaluation Factors contained in Section 5 of this RFP.

___ On behalf of the submitting organization named in item #1, above, I understand that the Contract provided remains subject ONLY to revisions required by ASES, the Centers for Medicare & Medicaid Services, Financial Oversight and Management Board for Puerto Rico, Government of Puerto Rico and acknowledge that the submitting organization named in item #1 above, is prepared to and capable of complying with all of the terms in the Contract.

___ I acknowledge receipt of any, and all, amendments to this RFP.

2025

Authorized Signature*

Date

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

APPENDIX C

Independence and Freedom, from Conflict of Interest Certification

RFP # 2025-003 (EC)

A. In compliance with applicable federal and state regulations, ASES must avoid situations of lack of independence and/or conflicts of interest on the part of the Offeror/Contractor; Proposed subcontractor(s)/Subcontractor(s); or employees, officers, directors, shareholders or members of the Offeror/Contractor or Proposed subcontractor(s)/Subcontractor(s).⁶ ASES also intends to avoid any appearance of conflicts of interest, hence it 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. ASES requires that all Contractor/Subcontractors, when executing their professional services, exhibit complete loyalty towards ASES, 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 ASES or other Puerto Rico government entities. This duty includes the continued obligation to disclose to ASES 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

⁶ 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.

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 ASES, in its sole discretion, to be a conflict of interest.

3. Situations stated in Section 2.4.22 of the RFP.

E. If, at the time of submission of the Proposal to this RFP the Offeror/Contractor or Proposed Subcontractor(s)/Subcontractor(s) is:

1. entity contracted by GHP MCOs Participant⁷; or

2. owns, controls, operates or is owned, controlled or operated by a MCO or health care provider in Puerto Rico, regardless of participation in federal health care programs; or

3. has contractual or financial relationship with a MCO or health care provider in Puerto Rico, their representatives, agents or associations, regardless of participation in federal health care programs.

such situations must be fully reported in writing to ASES.

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 ASES'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. ASES retains sole discretion to determine whether a Divestiture Action Plan or Conflict Avoidance Plan sufficiently addresses an apparent conflict of interest to ASES'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 ASES WILL BE SUFFICIENT CAUSE FOR THE CANCELLATION OF THE AWARD AND THE ISSUANCE OF A NEW AWARD TO THE NEXT BEST OFFEROR.

⁷ The terms entity, and GHP MCOs Participants includes their representatives, agents, or associations.

Furthermore, failure to comply with the Divestiture Action Plan or Conflict Avoidance Plan as approved by ASES shall be deemed sufficient cause for the forfeiture of the Proposal Bond by the Contractor and in favor of ASES.

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 ASES or the performance of the Contractor/Subcontractor, and to establish procedures to guard against the existence of a conflict of interest.

I. ASES, 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. ASES, 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 ASES'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 ASES 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 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 ASES's determination of the best method for addressing those conflicts of interest.

J. If ASES 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 ASES determines that a conflict of interest exists and the conflict may not be resolved or mitigated to the sole satisfaction of ASES, 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 ASES, 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 ASES. If such conflicting interests arise after the execution of the Contract, the Contractor shall notify ASES 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 ASES or its authorized representative has the power to oversee the enforcement of any Divestiture Action Plan or Conflict Avoidance Plan previously approved in writing by ASES
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 counsels on the obligations, acknowledgments and representations made in this Certification and I accept the consequences of signing this Certification; and

(Check the ones that apply)

- That the Offeror/Proposed subcontractor complies with the independence requirements of Section 2.4.21 & 2.4.22 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 _____, 2025.

(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 _____, 2025.

NOTARY PUBLIC

APPENDIX C-1

Conflict of Interest Affidavit

RFP # 2025-003 (EC)

Instructions: The Offeror and Subcontractor to be used for functions 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 Interest ¹ 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. **ASES 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
 DBA² 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: _____

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*

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 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:

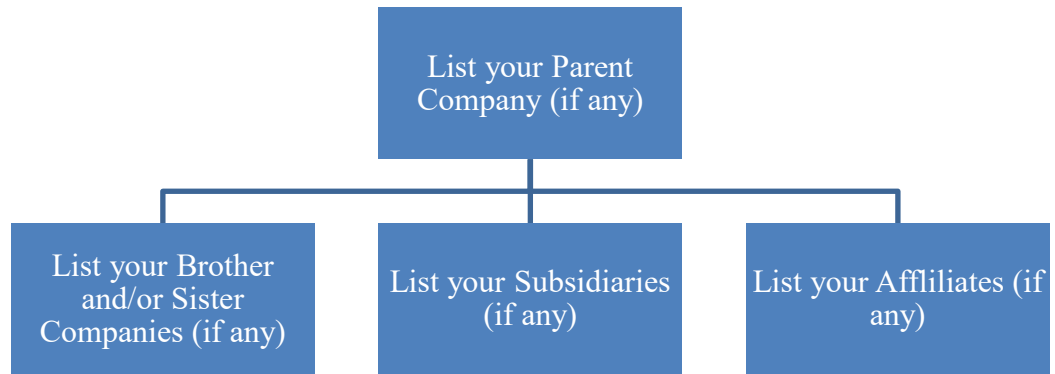
Affiliate Company Name: _____

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), rationale 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 in 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 PHRIA 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. **ASES 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. **ASES 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 **ASES reserves the right to disqualify our Proposal in case that any information was not disclosed or was falsely submitted.**

Sign _____ 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 _____, 2025.

NOTARY PUBLIC

APPENDIX D

Suspension and Debarment Certification

RFP # 2025-003 (EC)

The entering of a Contract between ASES 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. ASES’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 ASES 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 NONRESPONSIVE.** 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 its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Although ASES 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 ASES 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 to ASES, ASES 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, ASES, 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. 180.135 and any other applicable federal regulations if ASES believes that this procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will ASES 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.

(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. § 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 health care 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

Form of Sworn Statement on Fraud and Misappropriation

RFP # 2025-003 (EC)

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 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, for signing 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 believe, 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)¹, 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

¹ Business Associate: For purposes of Appendix E of this RFP, this term shall mean any person or entity with whom the Offeror has had, at any point during the last five (5) years, or has at present, a business relationship covered under a written contract to provide, directly or indirectly, 25% or more of its time to the tasks assigned to the Offeror under this RFP or other tasks ordinarily performed by the Offeror in its business; or that will receive 25% or more of the total compensation under this RFP; or that will perform tasks under this RFP as a subcontractor.

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 conducts 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 offences 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 offence or offences 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 counsels on the obligations imposed by Act 2-2018, and other applicable laws, and I acknowledge and accept the consequences of signing this Sworn Statement.

8. That I certify that I, as well as the Company, know of our 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 Clause 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 _____, 2025.)

(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 _____, 2025.

NOTARY PUBLIC

APPENDIX F

Cost Proposal Template

RFP # 2025-003 (EC)

Appendix F is the Cost Proposal Template. It is not imbedded in this document but is included as a separate Excel document entitled Appendix F – Cost Proposal Template.

APPENDIX G

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

RFP # 2025-003 (EC)

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 H

Questions and Answers Template

RFP # 2025-003 (EC)

Appendix H is the Question and Answers Template to be used by Offerors when providing questions to ASES regarding this RFP. It is imbedded in this document but also is included as a separate WORD document entitled Appendix H– 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.** ASES reserves the right to disregard any questions that have not been submitted using this template.

#	Section #	Page #	Questions	Answers
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

APPENDIX I

Mandatory Certifications

RFP # 2025-003 (EC)

Appendix I is the Mandatory Requirements Certification. It is not imbedded in this document but is included as a separate Excel document entitled Appendix I – Mandatory Requirements Certifications.