

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

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



**MANAGED CARE ORGANIZATIONS'
REQUEST FOR PROPOSALS**

FOR

PLAN VITAL

RFP # MCO 2022

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TABLE OF CONTENTS

1. INTRODUCTION.....	1
1.1. General Information.....	1
1.2. Content of RFP	1
1.3. Background Information.....	2
1.4. Legal Foundation	3
1.5. Legal or Regulatory Warnings and Restrictions.....	5
1.6. Summary of Scope of Work	15
1.7. Scope of Procurement.....	18
1.8. Re-procurement of Services.....	19
1.9. Procurement Contact.....	19
1.10. Offeror Qualifications/Conflicts of Interest.....	19
1.11. References.....	21
1.12. Procurement Library	21
1.13. Subcontracts	22
1.14. Definitions.....	22
2. CONDITIONS GOVERNING THIS PROCUREMENT	27
2.1. Procurement Schedule	27
2.2. Explanation of Events.....	28
2.2.1. Issuance of RFP	28
2.2.2. Issuance of Data Book	29
2.2.3. Acknowledgment of Receipt Form and Notice of Intent to Participate.....	29
2.2.4. Mandatory Pre-Proposal Conference.....	30
2.2.5. Mandatory Actuarial Conference.....	30
2.2.6. Deadline to submit written questions regarding RFP and Data Book	31
2.2.7. Publishing Responses to Written Questions/RFP Amendments.....	32
2.2.8. Deadline to submit reference forms.....	32
2.2.9. Submission of Proposal Bond.....	33
2.2.10. Submission of Proposal.....	33

2.2.11. Notice of Intent to Award Contract	34
2.2.12. Reconsideration/Request for Administrative and Judicial Review	34
2.2.13. Performance Bond	35
2.2.14. Contract Execution.....	36
2.2.15. Readiness Reviews.....	36
2.2.16. Go-Live Date	37
2.3. General Requirements.....	37
2.3.1. Acceptance of Conditions Governing this Procurement and Other Factors	37
2.3.2. Incurring Cost	37
2.3.3. Contractor Responsibility	38
2.3.4. Subcontractors and Delegation	38
2.3.5. Amended Proposals	39
2.3.6. Offerors' Right to Withdraw Proposal.....	39
2.3.7. Proposal Offer Firm and Proposal Bond.....	39
2.3.8. Acceptance of PMPM Payments	39
2.3.9. Disclosure of Proposal Contents.....	39
2.3.10. No Obligation.....	41
2.3.11. Termination.....	41
2.3.12. Sufficient Appropriation	41
2.3.13. Legal Review	42
2.3.14. Governing Law	42
2.3.15. Basis for Proposal	42
2.3.16. Contract Terms and Conditions	42
2.3.17. Offeror Qualifications	42
2.3.18. Notice.....	42
2.3.19. Right to Publish.....	42
2.3.20. Ownership of Proposals	43
2.3.21. Electronic Mail Address Requirement.....	43
2.3.22. Use of Electronic Versions of this RFP	43
3. RESPONSE FORMAT AND ORGANIZATION.....	43
3.1. Number of Responses	43

3.2.	Proposal Format	43
3.3.	Proposal Organization.....	44
3.4	Signature	46
4.	EVALUATION PROCESS AND SCORING.....	46
4.1.	Evaluation Process	46
4.2	Proposal Scoring	47
4.3.	Scoring Summary.....	50
4.4.	Executive Committee Evaluation	50
4.5.	Intent to Award Contract	50
4.6	Communication with Offerors	51
5.	MANDATORY REQUIREMENTS PROPOSAL	51
5.1.	Letter of Transmittal	51
5.2.	Evidence of License or Authorization from the Commissioner of Insurance	51
5.3.	RUP Certification.....	51
5.4.	Experience and Qualifications	52
5.5.	Suspension & Debarment and Fraud and Misappropriation Forms.....	53
5.6.	References.....	53
5.7.	Conflict of Interest Affidavit	54
5.8.	Statement of Mergers, Acquisitions, or Sales.....	54
5.9.	Insurance Policies	54
5.10	Financial and Legal Documentation and Certifications.....	54
5.11.	Other Government Required Certifications	58
5.12.	Proposal Bond.....	59
5.13	Subcontractors	61
5.14	Redacted Proposal	62
6.	TECHNICAL PROPOSAL	62
6.1.	Executive Summary	62
6.2.	Benefits and Service Delivery	62
6.3.	Provider Network and Access.....	66
6.4.	Provider and Enrollee Experience	66
6.5.	Quality Assurance and Utilization Management (UM)	67

6.6.	Administration and Organization.....	68
6.7.	Financial and Claims Management.....	70
6.8.	Provider Reimbursement Models	71
7.	APPENDICES.....	73

1. INTRODUCTION

1.1. General Information

- A. This document constitutes a request for competitive proposals from insurance companies or health care organizations to serve as managed care organizations (MCOs) or any other approved health organization in Puerto Rico that meets the CMS definition of an MCO to provide services to Enrollees of the Puerto Rico Government Health Plan (GHP) program known as “Plan Vital”.
- B. This RFP is titled Managed Care Organizations for Plan Vital and its reference number is RFP # MCO 2022. It is required to refer to or include this number on all correspondence and documentation relating to the RFP.
- C. This Request for Proposal (RFP) defines the Puerto Rico Health Insurance Administration’s (Administración de Seguros de Salud – ASES) minimum service requirements, solicits proposals, details proposal requirements, and outlines the process for evaluating proposals and selecting Contractors. All documentation provided by ASES and submitted by Offerors must be in English. Documents submitted in Spanish will not be reviewed except for Government of Puerto Rico issued certifications or documents.
- D. Any Offeror with (i) any outstanding sanctions or fines to ASES and/or (ii) any outstanding debts that are owed to any Federal or governmental agency/facility shall be prohibited from executing a Contract. Offerors with outstanding sanctions, fines and/or outstanding debts are not prohibited from participating in this procurement but must settle such sanctions, fines, and/or outstanding debts or have a reconciliation plan to the reasonable satisfaction of ASES prior to Contract Execution. (See Section 1.5.16 of this RFP)
- E. The RFP may be requested by submitting a written e-mail request to GHPRFP2022@asespr.org starting on May 23, 2022. Last available date for payment of the RFP Document Package is June 3, 2022 at 5:00 PM (AST).

1.2. Content of RFP

Pursuant to the Article 6 (E) (2) (ii) of the General Rules and Regulations of ASES, No. 9068 of March 29, 2019, this RFP must contain the following information:

- A. Instructions to Offerors, contained throughout this RFP and specifically in Sections 2 and 3 of this RFP.
- B. Procedures and policies for the presentation and for the adjudication of the Proposal contained in Sections 3 and 4 of this RFP.
- C. Technical specifications:

1. Definitions, see Section 1.14 of this RFP;
2. Terms and Conditions, see Section 2 of this RFP;
3. Administrative services, see Section 1.6 of this RFP (scope of work); and
4. Model Contract see Appendix L of this RFP.

D. Experience and utilization data; see documents contained in this Procurement Library and the Data Book.

E. Demographic data of the population that is going to be covered; see documents contained in this Procurement Library and the Data Book.

F. See other documents contained in the Procurement Library and the Data Book.

1.3. Background Information

ASES is a public corporation with autonomy to develop and execute the terms of its organic law, Act Number 72 of September 7, 1993, as amended. As part of its responsibilities, ASES contracts with health plans to provide health services to persons who are eligible for Medicaid and other Enrollees, as established by applicable law. As of May 1, 2022, Plan Vital approximately serves 1,271,390 beneficiaries including (1) 1,160,653 Medicaid Enrollees, (2) 91,315 Children’s Health Insurance Program (“CHIP”) Enrollees, and (3) 19,422 Commonwealth individuals. The Commonwealth population includes low-income individuals who do not otherwise qualify for Medicaid and certain Commonwealth employees who have selected Plan Vital as their health plan. This RFP is to provide services to all Enrollees of Plan Vital.

ASES is authorized to negotiate and enter into contracts with MCOs to obtain the most advantageous coverage for the Enrollees of the Plan Vital. Plan Vital is administered and available in all geographic areas of the Puerto Rico. In this RFP ASES seeks to, among other things, contract with Managed Care Organizations (hereinafter “Contractors”) through an island-wide at-risk managed care program to provide quality care to all Plan Vital Enrollees. Proposals submitted must demonstrate the capacity and ability to cover all geographic areas in Puerto Rico.

Through this RFP, ASES is seeking Proposals that demonstrate the Offeror’s ability and commitment to:

1. Improve the quality of care and resulting outcomes, particularly for Enrollees with identified chronic conditions;
2. Reduce unnecessary or ineffective care and thereby reduce cost to the Plan Vital program;
3. Ensure appropriate and timely access to Covered Services for Enrollees across Puerto Rico, including facilitating and promoting access to preventive care and behavioral health services.

4. Address social determinants of health to improve the overall well-being of Enrollees;
5. Contract with enough PMGs and PCPs to serve the Enrollees, be willing to contract with any Provider that complies with the credentialing criteria and agrees to the terms of the Provider Contract, and implement sustainable and appropriate risk arrangements with PMGs and other Provider types.

Under the Plan Vital program, the Contractor contracts with Primary Medical Groups (PMGs) and the PMGs create a Preferred Provider Network (PPN) of specialists and other Providers as a subset of the Contractor's General Networks. The key advantage of the PPN model is improved access to services for the Enrollee because (a) the Enrollee will not need a referral from his/her Primary Care Provider (PCP) to receive most services within the PPN (including necessary labs and specialist visits) and (b) co-payments will not be collected for Federal and CHIP Enrollees, when receiving services from a Provider participating in the PPN. Children in the Commonwealth population may receive immunizations and well-child and preventive services without co-payment.

The effectiveness of this model is dependent on the adequacy of the network, the appropriate mix of Providers and timeliness of services, and the quality of services being delivered. Therefore, the Contract dictates standards regarding the quality of Providers and composition of the PPN and access standards (Appendix L, Model Contract). The Contractor will be responsible for monitoring the PPN to ensure it meets contractual requirements. ASES will in turn monitor the Contractor to ensure compliance with such standards which will form part of the contract.

1.4. Legal Foundation

ASES reserves the right to modify requirements stated in this RFP at any time by either a supplement to this RFP or otherwise by modifying the Contract, or as necessary based on any federal requirements or as may be required by CMS, or any Government of Puerto Rico laws or regulations or any directives of the Financial Oversight and Management Board for Puerto Rico. ASES may continue to revise the Contract.

Offerors must comply with federal and Government laws and regulations, including but not limited to the ones listed herein below. See also Appendix K -Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Applicable Government laws and regulations:

- Act 72 of September 7, 1993, as amended, known as "Puerto Rico Health Insurance Administration Law"
- ASES General Rules and Regulations, No. 9068 of March 29, 2019.

- Puerto Rico Insurance Code and its applicable regulations, as amended
- Act 81 of March 14, 1912, as amended, known as “Organic Law for the Puerto Rico Health Department”
- Act 194 of August 25, 2000, as amended, known as “The Declaration of Patient’s Rights and Responsibilities
- Act 408 of October 2, 2000, as amended, known as “Mental Health Code”
- Act 77 of June 24, 2013, as amended, known as the “Law of the Office of the Office of Patient Advocate”
- “Puerto Rico Pharmacy Law”
- Act 139 of August 1, 2008, as amended, known as “Law for the Medical Licensing and Discipline Board”
- Act 109 of June 28, 1974, as amended, known as “Law for the Puerto Rico Public Services Commission”
- Act 225 of July 23, 1974, as amended, known as “Law for Ambulance Services”
- The Public Services Commission’s Regulations for ambulance services in Puerto Rico, Regulation No. 6737 of December 16, 2003.
- Act 86 of August 16, 1997, as amended, known as “Law for the Residents of Culebra and Vieques”
- Act 227 of August 12, 1999, as amended, known as “Act to Implement the Public Policy on Suicide Prevention”
- Act 243 of November 10, 2006, known as “Law to Establish the Public Policy Concerning the Use of the Social Security Number for Identification and the Protection of its Confidentiality”
- Act. No. 2 de January 4, 2018, as amended, known as “Anticorruption Code for the New Puerto Rico”
- Act No. 1 of January 3, 2012, as amended, known as the “Government Ethics Law of 2011”
- Act 38 of June 30, 2017, as amended, known as the “Puerto Rico Uniform Administrative Proceeding Law”
- Act 111 of September 7, 2005, as amended, known as the “Law for Informing Citizens of the Security of Data Banks
- Act 80 of June 3, 2011 known as “Industrial and Trade Secret Protection Act of Puerto Rico” (See Section 2.3.9 of this RFP– Disclosure of Proposal Contents)
- ASES Regulations for the Imposition of Fines and Economic Sanctions for Breach of Contract of Underwriters and/or Health Services Organizations and to Establish the Procedure for Resolution and Adjudication of Related Complaints, Regulation No. 8446.

- Act No. 352 of December 22, 1999; 24 L.P.R.A. § 7061, et. seq.
- Act No. 212 of August 9, 2008; 24 L.P.R.A. § 7072, et. seq.
- Act No. 177 of August 13, 2016, as amended.
- Act No. 47 of July 23, 2017, as amended.
- Act 114 of July 30, 2010.
- ASES Normative Letters – available at ASES web page

Applicable Federal Laws and Regulations:

- Puerto Rico Health Department’s State Plan (“Medicaid State Plan” and CHIP State Plan”)
- The Social Security Act, including Titles VII, XI, XIX and XXI
- Federal regulations as established by the Center for Medicare & Medicaid Services (“CMS”) including, but not limited to: 42 CFR part 438 (managed care), 42 CFR part 431 (Application Programming Interface requirements); 42 CFR part 455 (fraud and abuse reporting); 42 CFR part 447 (timely claim payment); 45 CFR part 75 (as applicable); 45 CFR 170.215 (Application Programming Interface standards); 42 CFR part 433, Subpart D; 42 CFR 431.53 (ambulance services); and 42 CFR 405.2402 (Davis-Bacon Act, 40 U.S.C. 276a et seq.)
- Copeland Anti-Kickback Act, 40 U.S.C 276c
- Fair Labor Standards Act of 1938, 29 U.S.C 201 et seq.
- Clean Air Act, 42 U.S.C. 7401 et seq.
- Federal Water Pollution Control Act as Amended, 33 U.S.C. 1251 et seq.
- Federal Rehabilitation Act of 1973
- Byrd Anti-Lobbing Amendment, 31 U.S.C. 1352
- The Clinical Laboratory Improvement Amendments of 1988;
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Americans with Disabilities Act, 42 U.S.C. 12101 et seq;
- Medicare Modernization Act of 2003, P.L. 108-173
- Mental Health Parity and Addiction Equity Act of 2008, P.L. 110-343
- American Recovery and Reinvestment Act of 2009, P.L. 111-5; and
- Patient Protection and Affordable Care Act of 2010, P.L. 111-148
- Medicaid Laws, regulations and requirements pertain only to the Medicaid population.

*See also Appendix K of this RFP.

1.5. Legal or Regulatory Warnings and Restrictions

The following legal warnings or regulatory restrictions are applicable to and Mandatory for this procurement. Failure to comply with any of these could result in the Offeror’s disqualification from this procurement process.

1.5.1 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 at any time during the presentation, evaluation or adjudication process.

1.5.2 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. **See Section 1.9 of this RFP.** 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. Therefore, as explained in Section 1.9 of this RFP, on matters related to this procurement, Offerors may only communicate directly with the Procurement Contact.

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

1.5.3 Delegation of Authority

Offerors acknowledge that Government and federal laws generally limit ASES' capacity to delegate certain decisions to a Contractor, such as the formulation of public policy and determination of program eligibility.

Offerors awarded the Contract accept this condition and commit to comply with any new requirement or applicable law after contract execution.

Offerors awarded the Contract are required to keep all accounts, books and records pertaining to financial and economic transactions for expenses related to Plan Vital separate from the Offerors' other lines of business. Because Plan Vital is financed with federal and Government of Puerto Rico funds, the Contract is subject to the audit rules of Puerto Rico and the United States of America's Office of the Comptroller, as well as to those from any other government agency having jurisdiction over the subject matter, which may include without limitation, the Financial Oversight and Management Board for Puerto Rico.

1.5.4 Conflicts of Interests

ASES is required by federal 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.

ASES will investigate any charge or allegation to this effect, prior to the disqualification, if any. Likewise, 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' sole discretion, creates the appearance of impropriety.

1.5.5 Conflicting Interests and Economic Relations

1.5.5.1 ASES is prohibited under applicable law and regulation from entering into contracts with insurers that have direct or indirect economic interests or economic relations with or in health services facilities, as defined by law, that provide services to Plan Vital Enrollees, except as otherwise provided by Act 72, as amended, and 42 CFR 438.610. This prohibition extends to and includes affiliated and subsidiary companies. As such, Offerors are required to submit the Conflicts of Interests Declaration Affidavit included as **Appendix C**, including all the information about their shareholders, members, partners, directors and officials and for each affiliate or subsidiary of the Offeror.

The information requested extends to any interest, Control or ownership interest and other business relations, direct or indirect, between the Offeror, its affiliates and subsidiaries with, or in relation to health services facilities

that provide services to Plan Vital Enrollees as specified in 42 CFR parts 455 and 438. It also extends to family relations of the shareholders, members, partners, directors and officers of the Offeror, and its affiliates and subsidiaries, up to a fourth degree consanguinity and a second degree affinity.

- 1.5.5.2 Currently, Plan Vital's Enrollment Counselor is Truenorth Corporation and its subcontractor is Aval Resources, LLC. In keeping with federal requirements, the Enrollment Counselor of Plan Vital must be an independent entity, free of conflict of interest with any MCO or healthcare provider in Puerto Rico. See 42 CFR 438.810.
- 1.5.5.3 Pursuant to the above, the Offeror and any of its Material Subcontractors should be free from such lack of independence or conflict of interest. That is, neither the Offeror nor any of its Material Subcontractors shall own or control nor be owned or controlled by Vital's Enrollment Counselor or any of its Subcontractors. Likewise, the Offeror and any of its Material Subcontractors shall have no direct or indirect financial interest with the Enrollment Counselor (including any on-going contract or agreement).

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 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' sole discretion prior to the awarding of the RFP, and/or the actions that Offeror proposes and shall take in order to further eliminate the conflict of interest (both hereinafter referred to as "Conflict Avoidance Plan"). ASES retains sole discretion to determine whether a Divestiture Action Plan or Conflict Avoidance Plan sufficiently addresses an apparent conflict of interest to ASES' satisfaction in order for the Offeror to be awarded the RFP. The Offeror shall also submit Appendix 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-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. For more information, see Appendix C-1 of this RFP.

If a conflict of interest exists at the time of the submission of the Proposal or is reasonably expected to occur during the term of the Contract, the Offeror and proposed subcontractor must fully divulge the circumstances creating or expected to create the conflict of interest and submit with the Proposal a Conflict Avoidance Plan with the corrective measures that will be taken to eliminate such conflict(s).

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. For more information, see Appendix C & C-1 of this RFP.

1.5.5.4 The obligation to provide information about interests and conflicting relations is continuous and extends from the time of submission of the Proposal to the expiration of the term of the Contract, under threat of disqualification of the Proposal, or contractual nullity or the termination of the Contract, as applicable.

1.5.6. Criminal Background Check

ASES is prohibited by law to enter into contracts with any 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 2 of 2018, as amended.

Likewise, ASES is prohibited by law to grant a contract to an Offeror, if its affiliated 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, have been convicted or pleaded guilty at a state or federal court in any jurisdiction of the United States of America of any crime involving corruption, fraud, embezzlement, unlawful appropriation of public funds, pursuant to Act 2 of January 4, 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 in 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 has 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 Appendices D & E of this RFP).
- 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. See Article 49.2 of the Contract, Appendix L of this RFP. 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 the Medicare, Medicaid, or Title XX services programs.

1.5.7 Lobbying

No federally appropriated funds can be paid at any time by or on behalf of an Offeror or selected Contractor or any other person, for influencing or attempting to influence an officer or employee of any agency, a Member of the Puerto Rico Legislature or an employee of a Member of the Puerto Rico Legislature, 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, or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement. 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 F of this RFP.

1.5.8 Ownership of Information

ASES is the sole and exclusive owner of all the Information related to, or generated, or in connection to 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 the property rights over all the Data and Information related to the Plan Vital Contract, including this RFP and the Proposals not otherwise withdrawn.

All the documents related to the Plan Vital 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 to ASES

1.5.9 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 to the Plan Vital and the Contract. 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 Offerors selected, their Providers under contract (PMGs and physicians, etc.) and Subcontractors shall not transfer, assign, dispose 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 Plan Vital Contract, including, but not limited to: policies, procedures, analysis, protocols, and communications, shall be made available and filed with ASES's representatives, 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, and if so, it will constitute an obstruction to the efforts of ASES's auditors and a breach of Contract subject to penalties and sanctions.

Offerors awarded the Contract for the Plan Vital shall include a clause in their Provider and Subcontractors, if any, contracts stating that the personal and utilization information or data pertaining to the Plan Vital Enrollees belongs exclusively to ASES. This clause shall also require that the Contractor, its Providers and Subcontractors, if any, 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. Offerors awarded a Contract are required to include penalty clauses in Provider and Subcontractor contracts to discourage this practice. The penalty clauses shall state that related fines will be payable to ASES.

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.

1.5.9.1 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' funding used in the development of these materials, programs, procedures, etc. shall be documented by the Contractors. 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.

1.5.9.2 No deliverable, report, data, procedure or system created by the Contractor for ASES that is necessary to fulfilling the Contractor's responsibilities under the Contract, as determined by ASES, shall be considered proprietary of the Contractor.

1.5.10 Availability of Funds

Any Contract resulting from this RFP will be subject to the availability of funds on the part of the Government of Puerto Rico, subject to the transfer of federal, Government of Puerto Rico, and municipal funds being made available to ASES.

1.5.11 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, the Pharmacy Benefit Manager (PBM) and the Pharmacy Program Administrator (PPA), presently under contract, and with the new awarded Contractor (PBM and Rebate Aggregator (RA)) during readiness and implementation activities and after the implementation date expected to commence on January 1, 2023. The Offeror will also be obligated to work with the current Contractors to ensure a safe and efficient transition of Plan Vital Enrollees, within the timeframe established by ASES.

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;
- The Puerto Rico and U.S.A. Offices of the Comptroller;
- 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;
- Administración de Servicios de Salud Mental y Contra la Adicción (ASSMCA – the Puerto Rico Mental Health and Against Addiction Services Administration);
- Puerto Rico Insurance Commissioner's Office (PRICO);
- The Administración de Familias y Niños (ADFAN – Families and Children Administration);

- The Office of the Women’s Advocate; and
- The Office of the Patient’s Advocate, among others.

1.5.12 Access to contract materials

The Contract awarded by ASES will include a provision to the effect that ASES, the Department of Health, the U.S. Comptroller General, or any of their duly Authorized Representatives, must have access to any books, documents, papers and records and staff of the Contractor which are directly pertinent to the PBM and RA Services for the purpose of making evaluations, examinations, excerpts and transcriptions.

1.5.13 Contractual Clauses* pursuant to Executive Order Memorandum Number 2021-003 from the Governor of Puerto Rico and Circular Letter CC-001-2021 from the Office of Management and Budget of the Government of Puerto Rico.

1.5.13.1 As applicable, the contracted services under this RFP can be rendered to any entity of the Executive Branch, with which ASES executes an interagency agreement or by direct disposition of the Governor’s Chief of Staff. These services shall be rendered under the same terms and conditions specified on the ensuing contract, as for work hours and compensation. The term “entity of the Executive Branch” includes all agencies of the Government of Puerto Rico, as well as instrumentalities and public corporations, and the Office of the Governor.

1.5.13.2 The Governor’s Chief of Staff has the power to cancel the ensuing contract under this RFP at any moment.

1.5.13.3 Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico

The Parties shall acknowledge that the Contractor will submit the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico and in force as of November 6, 2017, and as amended on October 30, 2020, signed by the Contractor's Executive Director (or other official with a position or authority equivalent to issue such certifications). A signed copy of the Contractor Certification Requirement shall be included as an annex to the ensuing contract.

*ASES understands that clauses in subsections 1.5.13.1 and 1.5.13.2 are not applicable to the Contract resulting from this RFP but includes the same in the abundance of caution as any contract for professional services without these clauses will be deemed to be null and void from its inception.

1.5.14 Prohibition against Discrimination

The Offeror cannot discriminate on account of race, nationality, economic condition, social condition, sex, sexual orientation, gender identity, age, origin, religion, political ideology, health condition, veteran status, or physical and/or mental disability or as otherwise provided under applicable Government of Puerto Rico and federal law.

1.5.15 Single Registry of Professional Services Provider

For the contracting of professional services in the Government of Puerto Rico, it is a mandatory requirement that the professional service provider be registered in the Single Registry of Professional Service Providers (RUP for its Spanish acronym), under the corresponding category and that it has the corresponding certification of registry issued by the Puerto Rico General Services Administration (“Administración de Servicios Generales” or “ASG” for its Spanish acronym). See Boletín Informativo #2021-003 RUP, located in the Procurement Library.

1.5.16 Outstanding debts with the Government

Any Offeror with any outstanding debts that are owed to any state governmental agency/facility shall be prohibited from executing a Contract. Offerors with outstanding debts are not prohibited from participating in this procurement but must settle such outstanding debts or have a reconciliation plan prior to Contract Execution. Likewise, the health service provider or contracting insurer may not be eligible for contracting if it has any overdue debt for a term greater than sixty (60) days, as certified by the Puerto Rico Medical Services Administration (ASEM for its Spanish acronym). For the purposes of this Section, any debt that is the object of a payment plan with which the Offeror is in compliance, in an active process of reconciliation of invoices and payments with which the Offeror is in compliance, or pending administrative review under applicable law or regulations, will not be considered outstanding. In such case, the Offeror must submit recent evidence of said payment plan, debt reconciliation agreement or pending administrative review.

1.5.17 Order of Precedence

All inconsistencies and conflicts between the terms and conditions appearing in the final Contract and the proposed terms and conditions appearing in this RFP will be resolved by giving precedence to the final Contract.

1.6. Summary of Scope of Work

1.6.1 ASES requests proposals for managing the delivery of all Covered Services under a capitated risk-bearing contract, meeting program requirements, and conducting administrative and system development functions. The desired outcome of this procurement is the creation of a comprehensive service delivery system that provides, on a timely basis, the full array of benefits and services

offered in Plan Vital island-wide, ensures cost-effective care, and focuses on quality of health care services over quantity.

The purpose of this competitive RFP is to select Offerors that have the experience and expertise to perform the requirements described herein.

1.6.2. Island-wide coverage

ASES is requesting proposals for the populations eligible for Plan Vital throughout Puerto Rico irrespective of the individual's place of residence, including Vieques and Culebra. Note, all Offerors must submit a proposal for all eligible populations including foster children/domestic violence victims. ASES will select one MCO through the evaluation process to provide coverage to foster children/domestic violence victims island-wide.

1.6.3. General functions of the Contractor

Offerors awarded a Plan Vital Contract will perform a wide array of services to ensure quality care and timely access to Plan Vital Enrollees. The following is a high level summary of the Contractor's obligations under Plan Vital Contract (Appendix L of this RFP).

1.6.3.1. Guarantee quality care and timely access to covered services for all Plan Vital Enrollees through an integrated and coordinated care model.

1.6.3.2. Implement and execute models that result in cost efficiencies and savings to the Plan Vital program.

1.6.3.3. Actively and diligently participate in the efforts by ASES, Department of Health, and ASSMCA for the prevention, promotion and education in health, with emphasis, at a minimum, in human immunodeficiency virus (HIV)/acquired immunodeficiency syndrome (AIDS), substance abuse, prenatal and maternal care and Early and Periodic Screening, Diagnostic, and Treatment (EPSDT).

1.6.3.4. Provide benefits in accordance with the Puerto Rico Medicaid state plan for the federal Medicaid Plan Vital population pursuant to the limitations and cost sharing as outlined in the Medicaid and CHIP State Plan.

1.6.3.5. Establish an adequate Provider network that assures Plan Vital Enrollees receive appropriate and timely access to physical and behavioral health services through the PMG and PPN model. The Provider network must be Fully Credentialed and must include a sufficient number of Providers and specialists to adequately meet, on a timely basis, the needs of the Enrollees. In addition, the Provider network must include and encourage the use of health Providers that

belong to or are administered or operated by the Government of Puerto Rico, municipalities, Academic Medical Centers, the Health Department's pediatric centers, and federally qualified health centers (FQHCs). See Appendix G of this RFP for a list of Government of Puerto Rico-owned and operated facilities and Section 9.6 of the Model Contract, Appendix L of this RFP.

NOTE: The Contractor cannot and will not be a Provider of Covered Services under this Contract. The Contractor will not contract as Network Providers any Affiliates, Related Party, subsidiaries, or affiliated companies unless it is a necessity to do so in order to comply with the network adequacy standards of 42 CFR 438.68 and Section 9.4 of the Model Contract, see Section 10.1.6 of Appendix L of this RFP.

1.6.3.6. Establish a call center in Puerto Rico with an information services line and a toll-free medical advice line that is available 24 hours-a-day/365 days per year, where Enrollees can receive assistance related to their health condition and the health facilities available to attend to their needs and a crisis line for behavioral health needs.

1.6.3.7. Develop and maintain an information system with the capacity to collect, process and transmit all data related to the Plan Vital program as required by ASES.

1.6.3.8. Develop third-party liability (TPL) and coordination of benefits (COB) procedures to ensure that Plan Vital is the payer of last resort. The Contractor will report all the services offered and the amounts recovered through the TPL/COB system in accordance with federal rules and the Plan Vital Contract.

1.6.3.9. Make timely payments to Providers.

1.6.3.10. Conduct internal audits and audits of Subcontractors and Providers to ensure Covered Services are being provided to Enrollees in accordance with the Contract and federal and Government of Puerto Rico laws.

1.6.3.11. Comply with the applicable Government of Puerto Rico and federal laws and regulations, as well as with the Government of Puerto Rico's public policy on issues related to Plan Vital.

1.6.3.12. Establish policies and procedures for the proper Full Credentialing and Re-credentialing of all Providers and ensure that all Providers are enrolled with ASES as Medicaid providers.

NOTE: ASES will transition to a centralized State created Credentialing Verification Organization (CVO). At that time the Contractor must ensure that Providers of the GHP Program are credentialed through a CVO.

1.6.3.13. Establish programs to prevent and detect cases of fraud, waste and abuse among Providers and Enrollees through a program integrity program in accordance with the terms of the Contract and CMS and Government of Puerto Rico applicable laws and regulations.

1.6.3.14. Comply with federal Medicaid/CHIP Mental Health Parity and Addiction (MHPAEA) regulations.

1.6.3.15. Cooperate closely and effectively with the PBM and the Rebate Aggregator (RA) contracted by ASES on its development and implementation, and provide the specific details needed to facilitate the flow of information process for the payment of pharmacy claims, the revision of the use of drugs and the protocols for the management of customer service and its call center.

1.6.3.16. Establish a super-utilizer program for all Enrollees in the Plan Vital program.

1.7. Scope of Procurement

The scope of this procurement includes the implementation and operation of the Contract, including providing on a fully integrated basis, physical health and behavioral health services to Enrollees eligible for Plan Vital.

Following execution of the Contract, the successful Offerors shall work with ASES through a readiness review period, as set forth in 42 CFR 438.66(d), to demonstrate their readiness to carry out the provisions outlined in the Contract, including all Appendices. The Offerors will be responsible for the provision of all Covered Services described in the Contract beginning January 1, 2023; to the extent the Offeror has demonstrated readiness.

Following this procurement, ASES' preference is to contract with no more than four (4) qualified MCOs for the contract terms resulting from this RFP, pursuant to the evaluation procedures outlined below and the rules and regulations that govern ASES. Nonetheless, ASES retains the sole discretion to determine, in the best interest of the Program, the final number of qualified MCOs to which a contract will be awarded. The term of the initial Contract will be from January 1, 2023 through December 30, 2025, with an option to extend for up to two additional years each from January 1, 2025 to December 30, 2026 and another from January 1, 2026 to December 30, 2027, at ASES' discretion. PMPM Payments made by ASES to the MCOs will be evaluated for each contract year in accordance with federal requirements for actuarially sound PMPM Payments. See also

Section 2.3.8 of this RFP. **The executed Contract and actuarially sound PMPM Payments are subject to CMS approval for each contract year.**

1.8. Re-procurement of Services

During any period, either before the execution of the Contract or thereafter, ASES reserves the right to issue requests for proposal or offers to other potential contractors for performance of any portion of the services covered by this procurement or similar or comparable services.

1.9. Procurement Contact

ASES has designated a Procurement Contact person who is responsible for the conduct and administration of this procurement. Any inquiries or requests regarding this procurement shall be submitted only to the Procurement Contact, in writing, and by email. Questions shall be clearly labeled and shall cite the specific source 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 2.1 of this RFP.

Offerors 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 procurement. See Section 1.5.2 of this RFP.

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

Contact information for the Procurement Contact is as follows:

Martha L. Vélez González, Esq.
Urb. Caribe Sector El Cinco
1549 Calle Alda
San Juan, PR 00926-2712
Tel. 787 474 3300 ext. 3006
GHPRFP2022@asespr.org

1.10. Offeror Qualifications/Conflicts of Interest

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 operational capacity to support a January 1, 2023 Implementation Date.
6. Demonstrate financial solvency and stability to perform the services of this RFP.
7. Demonstrate the capacity to perform the work addressed in Section 1.6 of this RFP, Scope of Work and the Contract Model in Appendix L, subject to the following stipulations:
 - An Offeror shall be licensed or authorized by the Office of the Insurance Commissioner of Puerto Rico prior to Contract Award. If at the time of submittal of the proposal, the Offeror is in the process of being licensed or authorized by the Office of the Commissioner, the Offeror must present sufficient evidence of said process and the current status. (See Section 5.2 of this RFP.)
 - 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 1.5.4 & 1.5.5 of this RFP for additional information on compliance with Conflict of Interest requirements).
 - The Offeror and any proposed subcontractor is/are in compliance with other applicable legal requirements to become a government service provider. (e.g. See Sections 1.5.6, 1.5.15, 1.5.16 of this RFP).

WARNING: ASES may make such investigations as it may deem necessary and/or convenient to determine the Offeror's and its subcontractor's ability to adhere to the requirements specified in this RFP.

ASES will reject the Proposal of any Offeror that is not a responsible Offeror or that fails to submit a responsive offer.

1.11. References

ASES reserves the right to check any references, regardless of the source of the reference information, including but not limited to, those that are directly provided by entities using Appendix H of this RFP, those identified by the company in the Proposal, 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. For more instructions, see Sections 2.2.8 & 5.6 of this RFP.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following:

- 1.11.1 Project description and background;
- 1.11.2 Job performed;
- 1.11.3 Functional and technical abilities;
- 1.11.4 Communication skills and timeliness;
- 1.11.5 Problems (e.g., poor quality of Deliverables, contract disputes);
- 1.11.6 Results of federal or other Audits;
- 1.11.7 Overall performance, and
- 1.11.8 Whether or not the reference would re-engage the Contractor.

1.12. Procurement Library

The Procurement Contact has established a procurement library in the repository of documents' secure site. The library includes data and other electronic documents with relevant information for the process. Offerors are encouraged to review the materials contained in the library. Hard copies will not be made available. Registered Offerors will be notified when information in this procurement library changes.

DISCLAIMER

Information provided in the Procurement Library is intended only as a resource and is not intended to be comprehensive. It provides a window into the current operations and activities relevant to this RFP.

It is the responsibility of the Offerors to obtain and review all pertinent information relating to the RFP. If information is not clear or more information is needed, Offerors have the responsibility of asking for clarification and/or for more information during the Questions & Answer phase of the procurement.

If any materials, documentation, information, or data are discovered to be inaccurate or incomplete, such inaccuracy or incompleteness shall not constitute a basis for challenging the Contract award, Contract rejection, or any payment amount or rate either prior to or after Contract award. All statistical information and information

concerning volumes contained in the Library and in this RFP represent the best information available to ASES at the time the RFP was prepared. Requirements specified in the RFP shall take precedence over documentation in the Library if a conflict exists.

1.13. Subcontracts

The services to be provided under this RFP and subsequent Contract, may not be assigned, or Subcontracted without the prior written approval of ASES, in its sole discretion. See also Section 2.3.4 of this RFP. The request to contract a Third Party must specify the matters in which it will intervene and must be submitted in writing following all applicable instructions of ASES' Guidelines for the Professional and Counseling Services Agreement for Fiscal Years 2022 and Subsequent, Letter of March 12, 2021. See Procurement Library. If the intended subcontractor will perform or dedicate 25% or more of its time to the tasks assigned to the MCO under this RFP and eventual Contract (Material Subcontractor), the Offeror must include the same documents and certifications required for government contracting that are required from the Contractor. See Section 5.13 of this RFP.

1.14 Definitions

This section contains definitions and abbreviations that are used throughout this procurement document. Definitions pertinent to the Contract are provided in the Model Contract (Appendix L).

- A. **Act 72** means the law of the Government of Puerto Rico, adopted on September 7, 1993, as subsequently amended, which created ASES and empowered ASES to administer certain government health programs.
- B. **Act 408** means the Puerto Rico Mental Health Code (Act No. 408 of October 2, 2000, as amended), which established the public policy and procedures regarding the delivery of Behavioral Health services in Puerto Rico.
- C. **ADFAN** is acronym for Families and Children Administration (Administración de Familias y Niños), which is responsible for foster care children in the custody of the Government of Puerto Rico.
- D. **Administrative Functions:** The contractual obligations of the Contract or under this Model Contract, other than providing Covered Services; include, without limitation, Care Management, Utilization Management, Credentialing Providers, Network management, Quality Improvement, Marketing, Enrollee services, Claims payment, Information Systems, financial management, and reporting.

- E. **Administración de Servicios de Salud Mental y Contra La Adicción (ASSMCA)** is the Spanish acronym for the Mental Health and Against Addiction Services Administration. It is a Government of Puerto Rico agency with delegated responsibility of planning, the establishment of procedures and policies for mental health and substance abuse, the coordination, development and monitoring of mental health and substance abuse services provided to the Enrollees of Plan Vital.
- F. **ASES** is the acronym Administración de Seguros de Salud de Puerto Rico (the Puerto Rico Health Insurance Administration), the government entity responsible for oversight and administration of the Plan Vital Program, or its Agent.
- G. **CMS** is the acronym for the Centers for Medicare & Medicaid Services. It is the federal agency that regulates and oversees the benefits offered to the Medicaid, CHIP and Medicare populations.
- H. **Commonwealth** means “Commonwealth Population,” comprised of the following groups: Certain persons aged twenty-one (21) through sixty-four (64) years of age, inclusive of the age limits, and who do not qualify for either Medicaid or CHIP; Police officers of the Government of Puerto Rico and their Dependents; Surviving spouses of deceased police officers; Survivors of domestic violence referred by the Office of the Women’s Advocate; and Veterans.
- I. **Conflict of Interests** means any group of acts, facts or circumstances that according to ASES’s determination and judgment appears to bring into question the image, independence, objectivity or fair treatment of the Contractor. That includes, but is not limited to, a personal or business interest that may represent a real, potential or apparent Conflict of Interests, as it relates to the performance of the Contract or that may create the appearance of impropriety. It also includes situations where the Contractor or ASES’s personnel or their relatives or relationships, up to a fourth degree consanguinity and second degree affinity have intentionally affected the procedures to their favor or for their own benefit or the benefit of their family members or friends and relations.
- J. **Contract** means the written agreement between ASES and the Contractor for the delivery of services under the PLAN VITAL.
- K. **Contract Execution** means the date the Contract is signed and executed by ASES and the Offeror awarded the Contract (see Section 2.2.14 of this RFP).
- L. **Contractor** means a successful Offeror who enters into a binding Contract.

- M. **Covered Services** means those Medically Necessary health care services (listed in Article 7 of the Model Contract) provided to Enrollees by Providers, the payment or indemnification of which is covered under this Contract.
- N. **Enrollee:** A person who is enrolled in the Plan Vital, as provided in Model Contract, and who, by virtue of relevant Federal and Puerto Rico laws and regulations, is an Eligible Person listed in Section 1.3.1 of Model Contract.
- O. **Evaluation Committee** means the core evaluation committees appointed by ASES as further explained in Section 4 of this RFP.
- P. **Financial Oversight and Management Board for Puerto Rico:** was created under the Puerto Rico Oversight, Management and Economic Stability Act of 2016, Pub. L. 114–187 (June 30, 2016).
- Q. **Go-Live** means the date on which the Contractor assumes responsibility for the provision of covered services to Enrollees. As of the date of this RFP, the Go-Live date is anticipated to be January 1, 2023.
- R. **General Network:** The entire group of Providers under with Provider Contracts with the Contractor, including those that are and those that are not members of the Contractor’s Preferred Provider Network.
- S. **Government Health Plan (GHP)** or Plan Vital refers to the insurance contract (health plan) that ASES negotiates, agrees to and administers with the MCOs to provide the Enrollees with access to the health services included in the Cover of Benefits, through the network of Providers under contract.
- T. **Island-wide** means all geographic areas that comprise the entirety of Puerto Rico, including Vieques and Culebra, for which the Contractor is responsible for the delivery of Covered Services.
- U. **Mandatory** means “required.” The terms “must,” “shall,” “will,” “is required,” or “are required” identify a Mandatory item or factor. Failure to meet a Mandatory item or factor will result in the rejection of the Offeror's Proposal at ASES’s discretion.
- V. **Managed Care Organization (MCO)** means an insurance company, health care organization, or any other approved health organization in Puerto Rico that meets the CMS definition of an MCO.
- W. **Material Subcontractor** – a Subcontractor that will perform or dedicate 25% or more of its time to the functions, tasks and responsibilities under the Scope of Work of this RFP assigned to the MCO/Contractor.

- X. **Medicaid** refers to the joint Federal/state program of medical assistance established by Title XIX of the Social Security Act.
- Y. **Model Contract** means the draft contract in this RFP in Appendix L. This 2023 Model Contract for the Provision of Physical & Behavioral Health Services under the Plan Vital Program shall be used by Offeror for the purpose of responding to this RFP only. The Model Contract remains subject to revision by ASES or by the Centers for Medicare & Medicaid Services, and ASES expressly reserves the right to further amend, including all internal cross-references and formatting, the Model Contract and final contract accordingly. ASES acknowledges and understands that the Offeror has used the attached Model Contract for the preparation and submission of its proposal in response to this RFP, and shall account for any impacts to the Offeror's submission as needed if the Model Contract is further revised prior to execution.
- Z. **Network Provider** means a Provider that has a Provider Contract with the Contractor under the Plan Vital Program. This term includes both Providers in the General Network and Providers in the PPN.
- AA. **Offeror** refers to any person, corporation, or partnership that submits a Proposal.
- BB. **Parent Company** is the owner company possessing fifty percent (50%) or more of another company's voting shares.
- CC. **Per Member Per Month ("PMPM")** means fixed monthly amount, developed in accordance with actuarially sound principles and practices as specified in 42 CFR 438.4, that the Contractor is paid by ASES for each Enrollee to ensure that Benefits under the Model Contract are provided. This payment is made regardless of whether the Enrollee receives Benefits during the period covered by the payment.
- DD. **Preferred Providers Network (PPN)** means a network of Providers (e.g., PCPs, specialists, hospitals, surgery centers, clinical laboratories and other Providers) to be used as first option by the Enrollees of a Primary Medical Group (PMG). Enrollees of the PMG may have access to these Providers without a referral from the PCP. Also, when using the PPN, Medicaid and CHIP will not be required to make co-payments. Dual Eligible Enrollees will be subject to applicable deductibles. The Contractor shall have a contractual relationship with all Providers of the PPN. The PPN is also referred to as the preferred network.

- EE. **Primary Medical Group (PMG)** means a for profit or not for profit entity, grouping or associating primary physicians contracted by the MCO for the delivery of health services under the health care coordinated model, linking specialized and ancillary health services through the primary physician. Also referred to as PMG or GMP.
- FF. **Primary Care Physician (PCP)** is a participant Provider duly licensed to practice medicine in Puerto Rico, who is in charge of the evaluation, treatment and the coordination of the patient's medically necessary services. The PCP is responsible for determining the services needed by the Enrollee, providing continuity, and when necessary, by referring him/her to specialized services outside the PPN.
- GG. **Procurement Contact** means the person or designee authorized by ASES to manage or administer a procurement requiring the evaluation of competitive, sealed proposals.
- HH. **Proposal** means a response submitted to this RFP including all attachments.
- II. **Provider** means any physician, hospital, facility, Primary Medical Group (PMG) or other Health Care Provider who is licensed or otherwise authorized to provide physical or Behavioral Health Services in the jurisdiction in which they are furnished.
- JJ. **Request for Proposal (RFP)** refers to this document and all documents used to solicit proposals, including those attached or incorporated herein by reference.
- KK. **Sister Corporations** refers to a parent company or an entity having Control through its participation in the capital of its subsidiary or affiliated companies. Also, it refers to individual progressive taxes over the income.
- LL. **Subcontract** means the written contract between the Contractor and a Subcontractor to perform a specified part of the Contractor's obligations under the Contract.
- MM. **Subcontractor** means any organization or person, including the Contractor's parent, subsidiary or Affiliate, who has a Subcontract with the Contractor to provide any function or service for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Government of Puerto Rico under the terms of the Contract. Subcontractors do not include Providers unless the Provider is responsible for services other than providing Covered Services pursuant to a Provider Contract.

NN. **Third Party** refers to any person, institution, corporation, insurance company, public, private, or governmental entity who is or may be liable in Contract, tort, or otherwise by law or equity to pay all or part of the medical cost of injury, disease, or disability of an Enrollee.

2. CONDITIONS GOVERNING THIS PROCUREMENT

This section of this RFP contains this procurement schedule and describes the major procurement events as well as the conditions governing this procurement.

2.1. Procurement Schedule

The delivery schedule set forth herein represents ASES's best estimate of the schedule that will be followed. After the issuance of the RFP, unless stated otherwise, items will be due at 5:00 p.m. (Atlantic Standard Time - AST) on the dates specified below. If a component of this schedule – such as *Submission of Proposal* – is delayed, the rest of the schedule will likely be shifted by the same number of days. The Procurement Contact will make every effort to adhere to the following schedule:

Action	Responsible Party	Date
1. Publication of RFP Document	ASES	May 20, 2022
2. Term to request RFP Document	Offerors	Start May 23, 2022
3. Issuance of RFP	ASES	Starting May 23, 2022.
4. Deadline to pay for the acquisition of RFP Document Package	Offerors	June 3, 2022 at 5:00 PM (AST)
5. Issuance of the Data Book	ASES	No later than June 7, 2022
6. Acknowledgement of Receipt Form (App. A)	Offerors	Suggested no later than June 13, 2022
7. Mandatory Pre-Proposal Conference	ASES/Offerors	June 14, 2022 at 10:00 AM (AST)
8. Mandatory Actuarial Conference	ASES/Offerors	June 14, 2022 at 1:30 PM (AST)
9. Deadline to submit written questions regarding RFP and Data Book	Offerors	June 16, 2022 at 11:59 PM (AST)
10. Publishing of responses to written questions/RFP amendments	ASES	July 6, 2022
11. Submission of Proposal Bond	Offerors	July 15, 2022 at 1:00 PM (AST)
12. Deadline to submit reference letters	Referring Party	July 15, 2022 at 1:00 PM (AST)
13. Submission of Proposal	Offerors	July 15, 2022 at 1:00 PM (AST)
14. Notice of intent to award Contract	ASES	No later than September 2, 2022
15. Reconsideration/Request for	Offerors	See Article 3.19 of Act 38 of 2017, as amended

Administrative and Judicial Review		
16. Contract Execution	ASES and Awarded Contractors	Conclude process no later than November 23, 2022
17. Readiness Review	ASES and Awarded Contractors	To commence no later than 3 months prior to Go Live
18. Go-Live date	ASES and Awarded Contractors	January 1, 2023
<p>NOTE: Dates are subject to change based on number of proposals to evaluate, any unforeseen situation or force majeure, and final approval from federal partners, including CMS, as necessary.</p> <p>ASES reserves the right to request additional/clarification from Offeror at any time during the procurement process. ASES reserves the right to revise the Plan Vital contract following proposal evaluations.</p>		

2.2. Explanation of Events

2.2.1. Issuance of RFP

- 2.2.1.1. This RFP is being issued by ASES. Potential Offerors may obtain an electronic copy of the RFP Document Package and Data Book from the Procurement Contact by submitting a request to GHPRFP2022@asespr.org. The RFP Document Package has a non-refundable cost of fifteen thousand dollars (\$15,000.00) payable by electronic payment to the order of ASES.
- 2.2.1.2. Only entities that acquire the RFP Document Package will be allowed to attend the Mandatory Pre-Proposal and Actuarial Conferences.
- 2.2.1.3. As of May 23, 2022, entities interested in obtaining an electronic copy of the RFP Document Package must send a written request by email to GHPRFP2022@asespr.org, signed at least by the Offeror's President, CEO or highest-ranking management official in Puerto Rico, stating:
- a. the entity's interest in submitting a Proposal;
 - b. that it possesses legal and financial capacity to submit a Proposal;
 - c. the contact information (name, position, email address and telephone number) of the person authorized to communicate during the process with the ASES' Procurement Contact.

Upon receipt of the request, ASES will send the bank account information for the corresponding electronic payment of the RFP Document Package. **The deadline for payment is 5:00 PM (AST) on June 3, 2022.** After payment, the interested entity will send to ASES, by email, the evidence of payment provided by the financial institution which must include:

- (1) date of payment;
- (2) amount of the electronic transfer made to ASES; and
- (3) name of the interested entity making the payment.

2.2.1.4. **Any unresolved deficit in payment, even caused by a transaction fee charged by the financial institution or an intermediary, WILL PRECLUDE THE POTENTIAL PROPONENT FROM SUBMITTING A PROPOSAL.**

2.2.2. Issuance of Data Book

The Data Book is in the process of being issued by ASES and will be available electronically in ASES' ShareFile according to the Procurement Schedule (no later than June 7, 2022).

2.2.3. Acknowledgment of Receipt Form and Notice of Intent to Participate

Potential Offerors are encouraged to promptly return by email the Acknowledgment of Receipt Form of RFP and Notice of Intent to Participate that accompanies this document (Appendix A of this RFP) and not later than, June 13, 2022, to have their organization placed on the procurement distribution list and receive with sufficient time the username and password to access the secure site where Proposals must be uploaded. See also, Section 2.2.3 of this RFP. 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. The form must be signed by the Offeror's representative authorized to legally bind the Offeror, dated, and returned to GHPRFP2022@asespr.org.

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

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

FAILURE TO SUBMIT AN ACKNOWLEDGEMENT OF RECEIPT FORM SHALL CONSTITUTE A PRESUMPTION OF RECEIPT OF THE RFP. FAILURE TO SUBMIT THIS FORM ON OR BEFORE JULY 11, 2022 SHALL CONSTITUTE AGREEMENT THAT THE UNIQUE USERNAME AND PASSWORD TO ACCESS THE SECURE SITE AND UPLOAD THE PROPOSAL WILL BE PROVIDED TO THE PERSON IDENTIFIED BY THE OFFEROR IN THE REQUEST TO ACQUIRE THE RFP DOCUMENT PACKAGE.

2.2.4. Mandatory Pre-Proposal Conference

A. A mandatory pre-proposal conference will be held to allow Offerors to ask questions and clarify issues concerning this RFP. **ATTENDING THE PRE-PROPOSAL CONFERENCE IS A PREREQUISITE FOR SUBMITTING A PROPOSAL. FAILURE TO PARTICIPATE WILL PREVENT THE ENTITY FROM FURTHER PARTICIPATION IN THE PROCESS.**

B. This required conference will be held on, June 14, 2022, at 10:00 AM (AST) virtually via MS Teams platform.

C. A public log will be kept of the names of Potential Offerors that attend the Mandatory Pre-proposal Conference. Potential Offerors will have the opportunity to submit written questions after the conference.

D. It shall be each Potential Offeror's responsibility to join the conference promptly before 10:00 AM (AST).

1. The Conference Call Electronic Waiting Room will be opened beginning at 9:45 AM (AST).

2. ASES reserves the right not to repeat information for participants that join the conference after it has begun.

E. Spontaneous verbal remarks provided in response to questions/inquiries are unofficial and are not binding on ASES unless later confirmed in writing. ASES will share written responses to questions received shortly after the Conference.

F. Conference attendees are responsible for their costs to participate in the Conference. Those costs cannot be charged to ASES or included in any cost element of an Offeror's price offering.

2.2.5. Mandatory Actuarial Conference

Following the Mandatory Pre-proposal Conference, a Mandatory Actuarial Conference will be held to answer questions regarding the data book and PMPM information. **ATTENDING THE PRE-PROPOSAL CONFERENCE IS A PREREQUISITE FOR SUBMITTING A PROPOSAL. FAILURE TO PARTICIPATE WILL PREVENT THE ENTITY FROM FURTHER PARTICIPATION IN THE PROCESS.**

A. This required conference will be held on June 14, 2022 at 1:30 PM (AST) virtually via MS Teams platform.

B. A public log will be kept of the names of Potential Offerors that attend the Mandatory Actuarial Conference. Potential Offerors will have the opportunity to submit written questions after the conference.

C. It shall be each Potential Offeror's responsibility to join the conference promptly before 1:30 PM (AST).

1. The Conference Call Electronic Waiting Room will be opened beginning at 1:15 PM (AST).

2. ASES reserves the right not to repeat information for participants that join the conference after it has begun.

E. Spontaneous verbal remarks provided in response to questions/inquiries are unofficial and are not binding on ASES unless later confirmed in writing. ASES will share written responses to questions received shortly after the Conference.

F. Conference attendees are responsible for their costs to participate in the Conference. Those costs cannot be charged to ASES or included in any cost element of an Offeror's price offering.

2.2.6. Deadline to submit written questions regarding RFP and Data Book

Potential Offerors may submit a maximum of twenty-five (25) written questions as to the intent or clarity of this RFP and its appendices and the data book. Offerors shall submit all questions in writing by a non-encrypted email to the Procurement Contact using the Questions and Answers Template in Appendix I of this RFP. Questions must be received by deadline **11:59 PM (AST), June 16, 2022**. ASES will not accept questions and issues submitted by means other than email, except during the Preproposal Conference. The email message must contain the following as the subject line:

Question/Clarifications: (Offeror's Name)

Questions shall be clearly labeled and shall cite the Section(s) in this RFP or other document that forms the basis of the question. Questions in excess of the limit herein stated, will not be considered. 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.

Notwithstanding the initial question submission deadline and quantity restriction, ASES will accept questions or inquiries about the reporting of RFP errors if such

inquiries are received at least five (5) business days prior to the Proposal Submission Date.

2.2.7. Publishing Responses to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed to all potential Offerors appearing on this procurement distribution list and will be posted on ASES' ShareFile.

ASES shall make every effort to provide answers as close to the deadline (July 6, 2022) as possible. ASES reserves the right to determine, at its sole discretion, appropriate and adequate responses to written comments, questions, and requests for clarification. ASES's 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 and all of its Content, as described in Section 1.2 of this RFP, any time before the closing date for submitting proposals (July 15, 2022), excluding changes to the schedule of events. Amendments shall be sent to all Offerors appearing on this procurement distribution list pursuant to Section 2.2.3 of this RFP.

2.2.8. Deadline to submit reference forms

The Offeror must submit with the Proposal a list that include (3) specific client references, with at least one for a state Medicaid program or other large similar government or large private industry project within the last five (5) years. Each reference noted on the list must include the contact name and phone number, a brief description of the services provided, and the period of service. Offerors may NOT request References from ASES. See Section 5.6 of this RFP.

Offerors must ensure that all reference letters from the clients listed in the list mentioned above are delivered by email directly by the client to the Procurement Contact by 1:00 PM (AST), July 15, 2022. Offerors must ensure references are completed using the reference form in Appendix H of this RFP. Offerors may contact the Procurement Contact prior to the deadline to confirm references have been received.

Offerors are responsible for:

A. Making a duplicate (hard copy or electronic document) of the appropriate form, as it appears in Appendix H of this RFP, and adding the following customized information to the form:

- Offeror's name;
- Reference organization's name; and

- Reference contact’s name, title, telephone number, and email address.
- Sending the form to each reference contact;
- Giving the contact a deadline that allows for ASES to receive the reference form on or before 1:00 PM (AST), July 15, 2022.

B. Reference forms must be emailed by the referring party directly to GHPRFP2022@asespr.org.” Reference forms submitted by the Offeror directly to ASES will not be accepted. References received after the deadline will not be accepted.

2.2.9. Submission of Proposal Bond

The Offeror must submit a Proposal Bond, in the terms specified in Section 5.12 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. 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 1:00 PM AST, July 15, 2022.

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.

2.2.10. Submission of Proposal

Proposals are due at 1:00 PM (AST), July 15, 2022. Offerors are required to submit only one (1) Proposal in response to this RFP. The entire Proposal must be uploaded onto ASES’ ShareFile. The Offeror must place the Proposal in the appropriate folders with the Offeror’s name on this secure site. A late Proposal shall not be accepted, and an Offeror’s failure to submit a complete Proposal before the deadline shall cause the Proposal to be disqualified. See, Section 4.3 of this RFP.

WARNING: All access to ASES’ ShareFile where proposals will be uploaded by the Offerors will be closed right after 1:00 PM (AST). Hence, 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.

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.

The contents of any Proposal shall be maintained in strict confidentiality by ASES 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.

2.2.11. Notice of Intent to Award Contract

Based on ASES' Board of Directors selection of the successful Offerors, the Executive Director of ASES shall send all Offerors a written Notice of Intent to Award.

2.2.12. Reconsideration/Request for Administrative and Judicial Review

- 2.2.12.1. Any reconsideration request by an Offeror must be made in accordance with applicable Puerto Rico law; see Articles 3.19 & 4.2 of Act 38 of 2017, as amended.
- 2.2.12.2. Any proponent 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 twenty (20) calendar days from the date of the mailing of the Notice of Award of this RFP. Failure to timely present the petition will preclude ASES from considering the same.
- 2.2.12.3. The petition must be addressed to the attention of ASES Board of Directors and filed at the following addresses:

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

GHPFRFP2022@asespr.org

The envelop 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".

- 2.2.12.4. 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 2.2.12.2 of this RFP. This is a requirement of strict compliance.
- 2.2.12.5. The petition must contain the following requirements which are essential to perfect the petition. Failure to duly comply with these requirements may be sufficient cause to dismiss the petition.

- 2.2.12.5.1. Be signed by a duly authorized representative of the petitioner;
 - 2.2.12.5.2. Clearly establish the relevant facts, reasons and arguments on which it is based;
 - 2.2.12.5.3. Include the necessary documentary evidence to sustain the veracity of the facts alleged;
 - 2.2.12.5.4. Clearly state the remedy(ies) sought;
 - 2.2.12.5.5. Certify that all parties have been duly notified of the petition, as stated in Section 2.2.12.4 of this RFP.
- 2.2.12.6. ASES shall consider the request for reconsideration within thirty (30) calendar days of the filing of the petition. ASES may extend said term only once, for an additional term of fifteen (15) calendar days. Failure to do so shall be deemed as an outright rejection of the petition and thereafter, shall run the twenty (20) calendar day's term to request a judicial review before the Court of Appeals.
- 2.2.12.7. If a determination is made in its consideration, the term for requesting judicial review will begin from the date on which a copy of the notification of the decision of ASES was deposited in the mail, ruling on the petition for reconsideration.
- 2.2.12.8. Likewise, the party adversely affected by a decision on reconsideration filed before ASES, may request judicial review before the Court of Appeals within a jurisdictional period of twenty (20) calendar days from the date of the mailing of notice of the final order or resolution.

2.2.13. Performance Bond

2.2.13.1 The Contractor shall procure and maintain a Performance Bond for the entire term of the Contract and continue to maintain the bond for at least fifteen (15) months following the termination date of the Contract or until the termination/transition plan under Article 35 of the Contract is fully complied with and the Contractor has been discharged all of its duties under the same, whichever is later, to guarantee: (1) payment of the Contractor's obligations to ASES and (2) performance by the Contractor of its obligations under the Contract.

2.2.13.2 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 with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write

individual bonds up to ten percent (10%) of policyholders' surplus as shown in the A.M. Best's Key Rating Guide and approved by ASES. The bond shall be made payable to ASES. The Contract and dates of performance shall be specified in the bond.

2.2.13.3 The initial amount of the bond shall be equal to Forty Million dollars (\$40,000,000). The initial bond shall be submitted to ASES prior to signature of the Contract.

2.2.13.4 The bond amount shall be reevaluated and adjusted following the Enrollment process, which includes the period during which Enrollees can change MCOs without cause. The adjusted amount shall be equal to fifty percent (50%) of the total Capitation Payment, paid to the MCO for the month following the end of the process. The adjusted bond shall be submitted to ASES within sixty (60) Calendar Days of notification to the MCO of the adjusted amount.

2.2.13.5 All bonds newly submitted to ASES shall be original and have the raised embossed seal on the bond and on the Power of Attorney page. Continuation certificates may be submitted for renewed bonds.

2.2.14. Contract Execution

The Offeror 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, 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. The Model Contract and PMPM Payments are subject to review and approval by CMS, as specified in Sections 1.4 & 1.7 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.

2.2.15. Readiness Reviews

ASES, or a designated Third Party, shall conduct a readiness review of the Contractor's operations beginning no later than three (3) months before the Go Live or Implementation Date of the Contract as specified in Section 4.5 of the Model Contract in Appendix L. The Offerors awarded the Contract shall demonstrate to ASES' satisfaction that they are able to meet the requirements of this RFP and the Contract. Enrollees will not be assigned to Offerors awarded the Contract until they have passed readiness as determined by ASES. Certification to Go Live is contingent upon the Offeror's ability to meet the readiness review requirements.

The Offerors shall cooperate in “readiness reviews” as specified in 42 CFR 438.66(d), which may include, but are not limited to:

- Desk audit of required deliverables such as policy and procedure, tools, assessments and other required documentation;
- A comprehensive on-site review to include validation of the MCO and any Subcontractor’s readiness to begin operations on January 1, 2023, including but not limited to:
 - Walk-throughs of the Offerors’ operations and system demonstrations (including information systems connectivity testing);
 - Testing of claims processing and payments with major Provider types such as hospitals, physician groups, FQHCs; and
 - Interviews with the Offerors’ staff.

The scope of the reviews may include any and all requirements of this RFP, as determined by ASES. Any changes required to the Contractor’s processes as identified through readiness review activities must be made by the Contractor prior to the Go Live Date. Costs associated with these changes must be borne by the Contractor.

2.2.16. Go-Live Date

The Go Live or Implementation Date is the date on which the Offeror would assume responsibility for the provision of covered services to Enrollees. As of the date of this RFP, the Go-Live date is anticipated to be January 1, 2023.

2.3. General Requirements

2.3.1. Acceptance of Conditions Governing this Procurement and Other Factors

Offerors must indicate their acceptance of the conditions governing this procurement section in the Letter of Transmittal Form (see Appendix B). Submission of a Proposal constitutes acceptance of the evaluation process contained in Section 4 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.

2.3.2. Incurring Cost

Any costs or expenses incurred by the Offeror in preparing, transmitting, or presenting any Proposal or other material submitted in response to this RFP shall be borne solely by the Offeror. Costs associated with the readiness review and

preparation for Contract implementation shall be borne solely by the selected Offerors.

ASES assumes no liability for any work performed by the selected Offeror in anticipation of a binding Contract prior to the Go-Live Date of the Contract.

2.3.3. Contractor Responsibility

Any Contract that may result from this RFP shall specify that the successful Offerors are solely responsible for fulfillment of the Contract with ASES. ASES will make PMPM Payments only to the Contractor.

2.3.4. Subcontractors and Delegation

2.3.4.1 No part of the Contract resulting from this RFP may be Subcontracted without written consent of ASES prior to Subcontract execution. **Any entity who intends to provide services under this RFP as a Subcontractor of another Offeror may not participate in this process as an Offeror.**

2.3.4.2 Proposed use of Subcontractors for functions and responsibilities under the Model Contract that would be delegated to another entity and/or a Network Provider (and thereby make the Network Provider a Subcontractor if the Network Provider is responsible for services other than providing Covered Services pursuant to a Provider Contract) must be clearly identified and explained in the Proposal, and all Subcontractors must be identified by name. Offeror/Contractor must also 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, as required in Section 5.13 of this RFP. The above referenced Section establishes additional document requirements for Material Subcontractors (those that that will dedicate 25% or more of its time to the tasks assigned to the Contractor).

2.3.4.3 The Contractor shall be wholly responsible for the entire performance under the terms of the Contract, whether or not Subcontractors are used.

2.3.4.4 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. All Subcontractors are required to have a Business Associates Agreement (BAA) agreement with the Contractor.

WARNING: Failure to comply with the requirements of this Section may be sufficient cause to disqualify the Offeror or may be held as a breach of the Contract as applicable.

2.3.5. Amended Proposals

Proposals may be amended prior to the submission Proposal deadline. If amended, Proposal shall be resubmitted by Offeror. Any previous submission will be discarded and ASES will only evaluate the amended/revised Proposal.

2.3.6. Offerors' Right to Withdraw Proposal

The Offeror may withdraw its Proposal at any time prior to Contract award through an official communication duly signed by the authorized representative. The withdrawal of the Proposal does not entail the reimbursement of the fifteen thousand dollars (\$15,000) fee paid for the acquisition of the RFP.

2.3.7. Proposal Offer Firm and Proposal Bond

All responses to this RFP will be considered firm for one hundred and eighty (180) calendar days, notwithstanding whether or not a particular Proposal was selected and awarded a Contract.

A Proposal Bond in the terms specified in Section 5.12 of this RFP is required. Failure to include the required Proposal Bond with the Proposal will cause the disqualification of the Offeror.

2.3.8. Acceptance of PMPM Payments

All costs associated with providing the required services under the RFP will be included in the firm, fixed PMPM Payments. By submitting a Proposal in response to this RFP, the Offeror accepts the PMPM Payments for the 2023 contract year that are provided with the RFP. See Data Book. The final PMPM Payments for the 2023 contract year reflect policy decisions and enrollment projections that impact actuarially sound PMPM Payment development. See Section 5.2.4 of the Model Contract, App. L of this RFP for more information on the Auto Assignment process. A Supporting data book is also provided with the RFP to assist Potential Offerors with the decision to submit a Proposal. The Offeror is solely responsible for research, preparation, and documentation of the Offeror's Proposal and decision whether to submit a Proposal. PMPM Payments for future contract years will be revised pursuant to the terms of the Contract.

2.3.9. Disclosure of Proposal Contents

Proposals will be kept confidential until Contracts are awarded. At that time, all Proposals and documents pertaining to the Proposals will be open to the public, except for the material that has been duly marked as proprietary or confidential by the Offeror. The 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 requirements herein below mentioned.

Blanket labeling of the entire document as “confidential” or “proprietary,” however, shall result in the bid not being evaluated.

Proprietary or confidential data shall be readily separable from the Proposal to facilitate eventual public inspection of the non-confidential portion of the Proposal. See, Section 5.14 of this RFP. If the Offeror requests confidential treatment, Offeror must submit one (1) copy of the full Proposal with proposed confidential information redacted. Mere labeling of a document as confidential or proprietary will not suffice and will not be considered a redacted document. This redacted copy must tell the general nature of the material removed and shall retain as much of the Proposal as possible.

In a separate appendix, Offerors 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.

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 #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 nor considered as proprietary or confidential information. Hence, it will be fully disclosed to the public.

If a request is received for disclosure of Data that an Offeror has marked confidential in accordance with the rules of this RFP, the Procurement Contact shall examine the Offeror's confidentiality requests and issue a written Determination that specifies which portions of the Proposal may be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the disclosure of the nonconfidential portions of 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.

By submitting a Proposal, Offeror acknowledges that it is responsible for defending the confidential nature of the portions of its Proposal marked as such and agrees to hold harmless and indemnify the Government of Puerto Rico, ASES and the Federal Government for all costs or damages associated with ASES or other governmental entities defending Offeror's request for confidential

treatment. Offeror also agrees that ASES may copy the Proposal 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.

2.3.10. No Obligation

This procurement 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(s), ASES reserves the right to cancel said award, go against the Proposal Bond and award the contract to the next best Offeror(s).

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.

2.3.11. 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 such action to be in the best interest of the Government of Puerto Rico. If the Government of Puerto Rico terminates this procurement, the Offerors will be refunded the \$15,000 no later than ninety (90) calendar days after termination date or credited if a new procurement is announced and the Offeror elects to participate in such procurement.

2.3.12. Sufficient Appropriation

Any Contract awarded as a result of this RFP process may be terminated if sufficient Government of Puerto Rico and/or federal appropriations or authorizations, including from the Financial Oversight and Management Board for Puerto Rico do not exist. Such termination will be effected 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. See also Section 1.5.10 of this RFP.

2.3.13. Legal Review

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

2.3.14. Governing Law

This procurement and any agreement that may result from it shall be governed by the laws and regulations of the Government of Puerto Rico and the federal government.

2.3.15. Basis for Proposal

Only information included in this RFP, Data Book, the Procurement Library 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.

2.3.16. Contract Terms and Conditions

The Contract between ASES and the Offerors 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, except as otherwise provided in the Contract. However, in the event of a conflict between the terms of the Contract and the terms of this Request for Proposals or the terms of the Contractor's Proposal, the terms of the Contract shall prevail

2.3.17. Offeror Qualifications

The Evaluation Committee 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. The Proposal of any Offeror that is not a responsible Offeror or that fails to submit a responsive offer will be rejected.

2.3.18. Notice

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

2.3.19. Right to Publish

Throughout this procurement process and Contract term, potential Offerors, Offerors, and the selected Contractors must secure from ASES written approval

prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent Contract. **Failure to adhere to this requirement may result in disqualification of the Offeror's Proposal or termination of the Contract.**

2.3.20. Ownership of Proposals

All documents submitted in response to this RFP shall become the property of ASES and the Government of Puerto Rico. See also Section 1.5.8 and 1.5.9 of this RFP.

2.3.21. Electronic Mail Address Requirement

A large part of the communication regarding this procurement will be conducted by electronic mail (email) and through the secure site. Offerors must have a valid email address to receive all correspondence and notices during this RFP procurement.

2.3.22. Use of Electronic Versions of this RFP

Certain portions of this RFP may be provided in Word format upon requesting it by a written email to GHPRFP@asespr.org. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to this RFP. In the event of conflict between a version of this RFP in the Offeror's possession and the version maintained by ASES, the version maintained by ASES shall govern. The Offerors should avoid using encrypted or password protected email communications.

3. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in disqualification of the Proposal.

3.1. Number of Responses

Offerors shall submit only one (1) Proposal. Alternative proposals will not be accepted. A compliant Proposal includes the Mandatory Requirements and forms listed in Section 5 of this RFP, responses to the questions in Section 6 of this RFP, and any other forms and appendices that may be required in this RFP.

3.2. Proposal Format

All proposals must 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. Offerors must comply with the page-limit requirements specified in Section 3.3.3 of this RFP. The Proposals must be in Microsoft Word or a searchable PDF format. All pages of the Proposal shall include the RFP number (RFP # MCO 2022) consistently in either the footer or header on each page.

The Proposal and its Attachments must be drafted in the English language, excluding certifications and/or documents issued by the Government of Puerto Rico. Each document containing tabulated data is required at least in EXCEL 2003 format.

The Proposal and its Attachments shall not be password protected or locked.

3.3. Proposal Organization

3.3.1 Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP. ASES will determine the responsiveness of the Proposal by its quality, not by its volume, packaging or colorful displays. ASES is interested in proposals that provide well-organized, comprehensive, technically sound business solutions and straightforward, concise but at the same time detailed and precise descriptions of the Offeror's ability to meet the requirements of this RFP. Vague explanations may undermine the proposing firm's credibility and may result in reduced Proposal scores. Proposals must comply with the page limits provided in this section.

Proposals may include attachments; however, attachments to responses to questions in Section 6 of this RFP will count toward the page limits specified per Technical Response Question. Pages in excess to the specified page limits for each Technical Response Question in Section 6 of this RFP will not be considered as part of the Proposal.

3.3.2 Mandatory Requirements Section of the Proposal

The Offeror's response to the Mandatory Requirements listed in Section 5 of this RFP must be uploaded to the secure site as a separate document. The documents and appendices pertaining to each subsection of Section 5 must be uploaded to the corresponding folder created and identified accordingly. The name of the file to be uploaded to each folder must contain either an abbreviated name or initial letters of the Offeror and the specific section or appendix. (e.g., if the Offerors name is Unity Health Plan and the file is Appendix B the file should be named Unity App B or UHP App B).

The table of contents for Section 5 must contain a list of all sections and subsections of the Mandatory Requirements and the corresponding page numbers.

For example:

Section 5.6	pages 55-65
Section 5.7	pages 57-60

The table of contents shall be linked to appropriate sections in the Mandatory Requirements document. The table of contents shall contain hyperlinks to allow a reviewer to navigate through this RFP using the table of contents. There are no page limits on the Mandatory Requirements documents.

3.3.3 Technical Proposal

The Offeror's response to the technical proposal listed in Section 6 of this RFP must be uploaded to the corresponding folders created and identified accordingly. The table of contents for Section 6 must contain a list of all sections and subsections of the technical requirements and the corresponding page numbers.

For example:

Section 6.2.5	pages 75-80
Section 6.2.6	pages 80-84

The table of contents shall be linked to appropriate sections in the technical requirements document. The table of contents shall contain hyperlinks to allow a reviewer to navigate through this RFP using the table of contents.

The Offeror is limited to the page limitations specified per Technical Response Question, resulting in a complete Technical Response proposal not to exceed two hundred and fifty five (255) pages. The response to the first question in Section 6 of this RFP shall be labeled as page 1 with each subsequent page numbered thereafter. The pages in the electronic file technical proposal must be numbered sequentially and include the section type (e.g., Executive Summary – pg. 1).

Numbering of pages should continue in sequence through each separate section (e.g., if the answers to the questions in Section 6.2 of this RFP begin on page 6 it should be labeled as “Benefits and Service Delivery” – pg. 6).

Responses to the Mandatory Requirements and Technical Proposal

All information must be incorporated in response to a specific requirement and clearly referenced. Evaluation committees will review only the section of the Proposal that is assigned to their committee. Therefore, it is imperative that the response to each question is complete and independent of information or responses in other sections of the Proposal.

ASES will not search for responses in other sections of the Proposal nor outside of the Proposal when citations to other sources or hyperlinks are provided. A policy, brochure, manual, or reference to a policy, brochure, manual or website does not constitute an adequate response and will not be considered. Appendices, if used by the Offeror to respond to a Technical Response question, must be included sequentially in the response and described in the narrative as necessary. If appendices are used to respond to a Technical Response Question, the appendices count towards the page limitation for said question. If an appendix must be referenced twice – it must be included twice. Meaning, if the Offeror wants to include the same appendix in a response to Question 6.2.2 and Question 6.4.2 it must include that same appendix both in its response to Question 6.2.2 and Question 6.4.2.

3.4. Signature

Each RFP appendix that requires a signature and/or initials and/or all certifications required in this RFP must be signed by the person authorized to legally bind the Offeror, that is, the individual identified in Appendix B, item 2. The name of the person authorized to legally bind the Offeror must be included in the Corporate Resolution, or equivalent document in case of an LLC or other type of legal entity, and in the RUP Certification from the Puerto Rico GSA.

4. EVALUATION PROCESS AND SCORING

4.1. Evaluation Process

ASES shall conduct, through an Evaluation Committee to be designated by the Executive Director, 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 Offerors.

Only Offerors who participated in the Mandatory Conferences may present a Proposal.

ASES' preference is to contract with no more than four (4) qualified MCOs for the contract terms resulting from this RFP. The final number of awardees will be based on Technical Response scores and ASES' consideration of the following guiding principles: (1) ensuring all lives are safely covered, encouraging competition among

MCOs to provide the best experience for Enrollees, (2) administrative efficiency, and (3) sustainability of the program should an MCO fail to complete a contract term.

Using the same evaluation process noted above, the MCO with the highest Technical Score will be selected to provide coverage to foster children/domestic violence victims, whereas multiple MCOs will be selected to cover all other populations. Offerors are required to provide island-wide coverage regardless of the population served.

4.2 Proposal Scoring

Failure of the Offeror to comply with the instructions of this RFP or failure to submit a complete timely Proposal and Proposal Bond shall be grounds to disqualify the Offeror's Proposal. However, ASES reserves the right to waive minor irregularities and minor instances of non-compliance. ASES reserves the right to use its best judgment to determine what constitutes a minor irregularity and a minor instance of non-compliance.

Mandatory Requirements Scoring

Each Proposal shall be evaluated to determine whether the requirements as specified in this RFP have been met. 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. ASES reserves the right to use its best judgment to determine what constitutes a minor irregularity and a minor instance of non-compliance.

The Mandatory Requirements Proposal will be evaluated against the following criteria:

- Proposal was submitted within the closing date and time for Proposals (refer to Section 2.1 of this RFP).
- The Offeror has been deemed to have met all requirements in Section 5 of this RFP.
- Mandatory Requirements will be scored as either "Pass" or "Fail". If the Proposal meets all requirements in Section 5 of this RFP, the Proposal will "Pass" the Mandatory Requirements section. If the proposal is missing certain requirements in Section 5 of this RFP, that are not minor irregularities and minor instances of non-compliance as noted above, the Proposal will "Fail" the Mandatory Requirements section.

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 will be disqualified.

WARNING: If ASES does not receive any Proposal that meets the Mandatory Requirements, ASES may cancel this RFP.

Technical Proposal Scoring

Each Proposal that passed the Mandatory Requirements evaluation shall be evaluated to determine whether the technical requirements as specified in this RFP have been met. The technical proposal sub-committees will evaluate the technical proposals pursuant to Section 6 of this RFP. Through a consensus process, the Technical Proposal sub-committees will prepare one (1) final score sheet for each technical requirement for each Proposal.

The technical proposal sub-committees will review only the section of the Proposal that is assigned to their particular sub-committee. Therefore, it is imperative that the response to each question is complete and independent of information or responses in other sections of the Technical Proposal. Responses to Technical Response questions that exceed the specified page limitations will not be reviewed and considered by the technical proposal sub-committees.

Note: During all phases and stages evaluation period, the Procurement Contact or their designee may initiate discussion with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the previously submitted proposals. Discussions SHALL NOT be initiated by Offerors.

The Evaluation Subcommittees 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.

Table 1 shows the scoring criteria ASES will use to assign points.

Table 1: Scoring and Criteria for Point Assignment

Point Value	Descriptions	Criteria for Point Assignment
0	Absent or Unresponsive	Proposal response is missing or is non-responsive for it does not address ASES’ requirements.

Point Value	Descriptions	Criteria for Point Assignment
1	Barely Satisfactory	Proposal response is incomplete. The Offeror failed to provide a fully compliant response to the requirements in the Procurement 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.
2	Satisfactory	Proposal response is satisfactory or meets ASES' requirements. This score may be awarded if the Offeror has met the minimum requirements established in the Procurement. Omission(s) or defect(s), if any, are insignificant easily addressed. The proposal response is considered to be of average quality for a qualified Offeror.
3	More than Satisfactory	Proposal response is more than satisfactory and fully meets ASES's requirements. Any omission(s) or defect(s) are insignificant and acceptable. The proposal response is above the average quality for a qualified Offeror.
4	Superior	Proposal response surpasses ASES's requirements. No omission(s) or defect(s) are apparent, and the Offeror presents one (1) or more enhancing feature(s), method(s) or approach(es) that will benefit ASES. Response represents excellent quality for 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' 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. If implemented, will contribute to the achievement of ASES' goals and objectives.
- f. 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.

Points to each question will be awarded as follows:

Table 2: Point Value Assessed

Point Value	% of Possible Points
4	100%
3	75%
2	50%
1	25%
0	0%

4.3. Scoring Summary

Proposals will be weighted as follows:

Section Title	Possible Points
Mandatory Requirements (Section 5)	Pass/Fail
Technical Proposal (Section 6)	1,000
Total	1,000

4.4. Executive Committee Evaluation

Results of all the evaluations will be presented blind to the Executive Committee of the Evaluation Committee, who after their holistic analysis will make their recommendation to the Board of Directors of ASES.

4.5. Intent to Award Contract

4.5.1 ASES' Board of Directors will make a final determination pursuant to ASES applicable procurement rules (Article 6 E of the General Rules of ASES) to determine the Offerors that will receive Contracts from the Government of Puerto Rico. See also Section 2.2.11 of this RFP.

4.5.2 ASES reserves the right to reject any and all proposals in whole or in part, if it is determined to be in the best interest of the beneficiaries of the Plan Vital and/or the Government of Puerto Rico.

4.5.3 In case that only one Proposal is received or that only one Offeror is a responsive proponent, ASES reserves the right, in its best interest and in its sole discretion, to award the RFP to said Offeror or cancel the RFP.

4.5.4. Upon selection of the Offerors that will receive Contracts, ASES shall initiate the contracting process. The selected Offerors shall be notified in writing that the Proposal has been accepted and that ASES intends to engage Offeror under the terms of the Contract.

4.6 **Communication with Offerors**

During all phases and stages of the evaluation period, the Procurement Contact may initiate discussions with Offeror(s) who submit responsive or potentially responsive Proposals for the purpose of clarifying aspects of the Proposals. These discussions SHALL NOT be initiated by Offeror(s).

5. **MANDATORY REQUIREMENTS PROPOSAL**

5.1. **Letter of Transmittal**

The Mandatory Requirements Proposal must include a signed Letter of Transmittal. (See Appendix B of this RFP)

5.2. **Evidence of License or Authorization from the Commissioner of Insurance**

Offerors must provide sufficient evidence that they possess a valid license or that they are duly authorized by the Commissioner of Insurance of the Government of Puerto Rico. If the Offeror is in the process of being licensed or authorized by the Office of the Commissioner, the Offeror must present sufficient evidence of said process and the current status. See Section 1.10 (7) of this RFP.

5.3. **RUP Certification**

5.3.1 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 will expire 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.

5.3.2 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 5.3.2.1 of this RFP.

5.3.2.1 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, and the Offeror will have no legal recourse against ASES.

5.3.3 If the Offeror is not registered in the RUP at the time of submission of the Proposal:

(1) the Offeror must submit with the Proposal all the certifications required by the RUP. See _____, Procurement Library.

(2) 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. 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 5.3.2 of this RFP. **Failure to fully comply with Section 5.3.3 will cause the disqualification of the Offeror.**

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

5.4. Experience and Qualifications

5.4.1 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.

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

- A. General description of primary business of the organization and its client base;
- B. Organization's areas of specialization;
- C. 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;
- D. Size of organization, including structure and ownership. 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.
- E. Length of time organization has been in business.

5.4.3 For the last five (5) years, list any monetary or non-monetary sanctions Offeror has incurred pursuant to contract enforcement from any state, Government of Puerto Rico, federal agency/facility or private entity, including the date, status, whether the Offeror is contesting the sanction or is involved in an administrative process to resolve the dispute, the amount of sanction, and a brief description of such enforcement and resolution. Include in your response, a brief description of any corrective action plan the Offeror has been under during the same time period.

5.4.4 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.

5.5. Suspension & Debarment and Fraud and Misappropriation Forms

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

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

5.6. References

The Offeror must provide 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 five (5) years, or similar engagement. **The Offeror shall not use ASES as a reference** to fulfill this requirement. Each reference must include the

contact name, phone number, email address, a brief description of the services provided, and the period of service. See Appendix H. See also, Section 2.2.8 of this RFP.

5.7. Conflict of Interest Affidavit

The Offeror must include a signed Conflict of Interest Affidavit and the Independence and Conflict of Interest Certification. See Appendices C & C-1 of this RFP.

5.8. Statement of Mergers, Acquisitions, or Sales

The Offeror must provide a statement of whether there have been any mergers, acquisitions, or sales of the Offeror's company within the last ten (10) years, and if so, provide relevant details. The Offeror shall include the Offeror's parent organization, affiliates, and subsidiaries. In addition, the Offeror must describe any ongoing, active business transactions if the Offeror is in the process of selling or acquiring health care related businesses, and if these transactions are expected to be completed within twelve (12) months from the date of this Proposal submitted by the Offeror. The Offeror shall include this information for the Offeror's parent organization, affiliates, and subsidiaries, as applicable.

5.9. Insurance Policies

Provide a copy of any and all liability insurance policies including at a minimum those mentioned in Article 37 of the Model Contract, namely, Workers' Compensation Insurance, unemployment insurance, commercial general liability insurance, commercial auto liability insurance, professional liability insurance, errors and omissions, excess liability insurance, Cyber Security, Miscellaneous Error & Omissions Insurance covering the Call Center. If the Offeror presently does not possess the insurance policies mentioned in Article 37 of the Contract or with the limits mentioned in said Article, please explain the reason and submit a Certification to the effect that, if awarded a contract, will fully comply with these requirements. **See Appendix M of this RFP.**

5.10 Financial and Legal Documentation and Certifications

5.10.1 Describe how the Offeror will comply with net worth, solvency, and surplus requirements and criteria described in Sections 23.2.1, 23.2.2, and 23.2.3 of the Model Contract (Appendix L to this RFP).

5.10.2 Provide a copy of the Offeror's most recent Systems and Organization Controls Report under the SSAE-18 standard. If not available, explain why.

5.10.3 Provide the Offeror's last three (3) most recent Audited Financial Statements prepared by an independent Certified Public Accountant (CPA) firm. The

Offeror's firm name must be included on each page submitted. If the Financial Statements for the previous fiscal year have not been issued, submit interim Management-prepared financial statements and related notes for such prior year.

- 5.10.3.1 Must include the Offeror's most recent audited financial statements for each line of business operated, showing a separation between commercial and public accounts and among various contracts and various public fund sources for which the Offeror is responsible. Ensure that such statements include the existence of any significant outstanding account balances with a single customer, a description of any substantial business surpluses resulting from nonrecurring transactions or items, changes in accounting treatment, and/or asset transfers or other activities with affiliates.
- 5.10.3.2 Must provide a 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.
- 5.10.3.3 Must provide a description of any substantial business surpluses resulting from nonrecurring transactions or items, changes in accounting treatment, and/or asset transfers or other activities with affiliates.
- 5.10.3.4 Must include the contact information for the CPA/Audit firm, a copy of the Independent Auditor's Report, and an explanation of all noted audit exceptions.
- 5.10.3.5 Explain any negative financial information in the Offeror's financial statements. The Offeror shall disclose and describe, at least, the following:
 - A. The existence of material unrealized investment losses that are anticipated by the Offeror and an explanation of the strategy in place to manage such condition so that it will not adversely impact the Offeror's ability to manage the Plan Vital business under the Contract;
 - B. Any material amount of asset defaults or decline in value of investments, other than temporary impairment, taken in prior years;
 - C. The existence of reinsurance arrangements with rated reinsurers;
 - D. The existence of significant increases over prior years in the frequency and severity of claims;

- E. The existence of actual events that may result in deteriorating profits on existing contracts such as how product pricing assumptions were developed and the approved underwriting guidelines and authorization limits;
- F. Description of procedures for monitoring of concentration of risks and the strategy for addressing any issues identified;
- G. Description of new products that have demonstrated a lack of profitability that are subsidized by a profitable products or services.
- H. Description of the strategy to manage the growth and the adequacy of its infrastructure and controls to handle such growth;
- I. Description of corporate business plan and underwriting strategy; and
- J. Description of the enterprise risk management process.
- K. Disclosure for the Offeror and any Subcontractors required in 42 CFR 438.608(c)(1).

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

5.10.5 Provide Offeror's projected pro forma financial statements and statements of changes in financial position for the next three (3) years predicted upon operation without the award of this Contract.

5.10.6 Provide Offeror's detailed financial plan and proposed cash flow budget demonstrating the availability and source of sufficient funds to cover the Offeror's projected operational costs of providing the contractual services under the Contract period without risk of insolvency.

5.10.7 Provide the Offeror's most recent Financial Statement as required by Insurance Commissioner Office of Puerto Rico.

5.10.8 Provide copies of the reinsurance and stop-loss coverage as required in Section 23.3 of the Model Contract (Appendix L of this RFP).

5.10.9 Provide the aging of accounts payable in the template provided in Appendix J.

5.10.10 Provide copies of the Offeror's prior three (3) years of any audits (including subsidiaries or other organizational entities sharing the same financial management and accounting staff) where there were any findings that were associated with the management or expenditure of public or governmental funding sources. If applicable, this should include, any audits performed by CMS and or the Office of Insurance Commissioner. Explain any corrective action taken in the past, or currently being taken, to address these findings and attach the

relevant pages from the audit that made such findings and attach the relevant pages from the audit that made such findings.

5.10.11 Provide any relevant documentation regarding the Offeror's relationship with Parent, affiliated and/or related business entities, including, but not limited to Subcontractor(s), subsidiaries, joint ventures, or sister companies. Include a detailed description of cost allocations among business units within the corporate or business entity; e.g., if a corporate information systems or accounting "shared service" operation provides support to the Offeror. The detailed description must include:

- a. In-scope function(s)/service(s);
- b. Basis for cost allocation;
- c. Method of cost allocation;
- d. Frequency of cost allocation.
- e. How the Offeror will ensure that the financial transactions for Plan Vital will be maintained separately from the Offeror's other business segments. The response should address what steps it has already taken to ensure this process and what steps the Offeror would need to accomplish in advance of program Go-Live.

5.10.12 Provide a certification of whether there is any pending or recent (within the past five (5) years) litigation against the Offeror. **See Appendix M of this RFP.** This shall include but not be limited to litigation involving the failure to provide timely, adequate, or quality physical, behavioral, or long-term services and/or noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this RFP and Contract. 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 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.

- 5.10.13. 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 M 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.

5.11. Other Government Required Certifications

- 5.11.1 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, a debt reconciliation agreement or pending administrative review under applicable law or regulations.
- 5.11.2 Certification from the Puerto Rico Administration of Medical Services ("ASEM", its Spanish acronym) certifying that there is no outstanding debt or, if a debt exists, that such debt is subject to a payment plan, a debt reconciliation agreement or pending administrative review under applicable law or regulations.
- 5.11.3 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.
- 5.11.4 Certification indicating the agencies or government agencies with which the Offeror has or is in contract negotiation process; See Appendix M of this RFP.
- 5.11.5 Certification of updated municipal patent, if applicable. If not, explain why.
- 5.11.6 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.

- 5.11.7 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 M of this RFP.**
- 5.11.8 Submit the Disclosure of Lobbying Activities, if applicable. If not applicable, explain. (Appendix F of this RFP).

5.12. Proposal Bond

A Proposal Bond in the amount of **TWO MILLION DOLLARS (\$2,000,00.00)** is **REQUIRED**. The Proposal Bond must be accompanied with a pledge that the Offeror will enter into a contract with ASES on the terms stated in the Proposal, the RFP and the Model Contract, if awarded the RFP.

The Proposal Bond shall be 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 must be valid beginning on the Proposal due date for One Hundred and Eighty (180) Calendar Days. The name of the company to whom the Proposal Bond is issued as a Principal must be the Offeror. **No Letter of Credit and/or Annual Proposal Bond will be accepted.**

The Original Bond must be delivered either via hand delivery or courier service delivery no later than 1:00 pm (AST) July 15, 2022 to ASES' 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, that is, no later than 1:00 PM (AST) on July 15, 2022. 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.

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.

If the Offeror chosen to receive a Contract withdraws its Proposal after ASES issues the Notice of Intent to Award, does not honor the terms offered in its Proposal, does not sign the Contract within a reasonable period before the implementation review, or

fails to present a current valid RUP Certification at the time of signature of the Contract, the Proposal Bond shall be forfeited by the Offeror in favor of and kept by ASES.

The Proposal Bond will be returned to the unsuccessful bidders after One Hundred and Eighty (180) Calendar Days of the submission of the Proposal, unless the Proposal Bond term herein established is otherwise extended per ASES request due to an extension of the schedule of events of this procurement.

5.13 Subcontractor(s)

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

5.13.2 For each Material Subcontractor (those that will dedicate 25% or more of its time to the tasks assigned in this RFP to the Contractor), submit the following documents:

A. RUP Certification. See Section 5.3 of this RFP.

B. 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.

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

- 1) General description of primary business of the organization and its client base;
- 2) Organization's areas of specialization;
- 3) 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;
- 4) Length of time organization has been in business.

D. Conflict of Interests Affidavit and the Independence and Conflict of Interest Certification (Appendices C & C-1 of this RFP) See Section 5.7 of this RFP

E. Suspension & Debarment Form (Appendix D of this RFP). See Section 5.5 of this RFP

F. Sworn Statement on Fraud and Misappropriation (Appendix E of this RFP) See Section 5.5 of this RFP

G. All Documents and Certifications required under Section 5.11 of this RFP. See also, Appendix M of this RFP.

H. Copy of insurance policies mentioned in Section 5.9 of this RFP that apply to the services to be provided. See also, Appendix M of this RFP.

I. 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.

J. 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 1.11 of this RFP.

K. Provide a copy of the Subcontractor's most recent Systems and Organization Controls Report under the SSAE-18, if applicable. If not applicable, explain why.

5.14 Redacted Proposal

5.14.1 If the Offeror requests confidential treatment, submit one (1) copy of the full Proposal with proposed confidential information redacted. The redacted copy must tell the general nature of the material removed and shall retain as much of the Proposal as possible.

5.14.2 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.

5.14.3 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 ASES, the federal and state government harmless, as stated in Section 2.3.9 of this RFP. **See Appendix M of this RFP.**

6. TECHNICAL PROPOSAL

The Offeror shall complete all requirements, including the narratives and adherence to page limitations, 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, the Offeror must provide the name of the subcontractor in the response.

Section #	Number of Questions	Possible Points	Weight of each section
6.1 Executive Summary	1	Not Scored	0%
6.2 Benefits and Service Delivery	8	160	16%
6.3 Provider Network and Access	2	160	16%
6.4 Provider and Enrollee Experience	3	150	15%
6.5 Quality Assurance and Utilization Management	3	150	15%
6.6 Administration and Organization	4	120	12%
6.7 Financial and Claims Management	2	100	10%
6.8 Provider Reimbursement Models	2	160	16%
Total	25	1,000	100%

6.1. Executive Summary

Possible points for Section 6.1: Not scored but required for a complete Proposal

Provide a high-level overview of the Offeror's approach to meeting the requirements of the Model RFP Contract. The summary must demonstrate an understanding of ASES' goals and objectives for the RFP and should address the value that Offeror will provide. If the Offeror is providing services or deliverables beyond those specifically required, those services or deliverables must be identified. The Executive Summary must not exceed five (5) pages and will be reviewed by each evaluator across review teams.

Page limitation: Five (5) pages

6.2. Benefits and Service Delivery

Possible points for Section 6.2: 160 points

6.2.1. Provide a detailed description of the Offeror's initial enrollee screening process. Response should include, at a minimum:

1. The specific steps the Offeror will take in the first ninety (90) days of the contract year to ensure that the maximum number of enrollees are

successfully outreached and engaged to complete the initial screening. Address the Offeror's understanding of the challenges in engaging enrollees in Puerto Rico and specific strategies to overcome those barriers.

2. A detailed description of the screening process including how screenings will be conducted, the staff who will be conducting the screening and where screening results will be documented.
3. A detailed description of all screening tools utilized and the types of questions that comprise the screening tools to ensure that Enrollee needs for physical health, behavioral health, and social determinant of health supports are identified and Enrollees are referred for case management, as appropriate, and other applicable services.
4. A description of the Offeror's successes in conducting initial screenings of Enrollees in a Medicaid program, including performance data that supports the outcomes described in response.

Page limitation: Five (5) pages

6.2.2 Describe the Offeror's Care Management program, including at a minimum:

1. The target population for care management, goals for the care management program and measures of efficacy for care management.
2. A description of the assessment and care planning process, including staff qualifications, and how the Offeror ensures the care plan is integrated and developed to represent the Enrollee's needs. The description should also address how the Offeror's care management platform supports the integration of physical health, behavioral health and social determinant of health needs, supports staff efficiencies, and ensures coordination of care.
3. Describe the Offeror's stratification model for enrollees, including definitions for stratification levels, include the types of data that are used within the model, and how the model identifies low, moderate, high-risk, and at-risk/emerging risk enrollees.

4. Describe the Offeror's success in engaging Enrollees in Care Management programs, include performance data to support demonstrable achievements.

Page limitation: Fifteen (15) pages

6.2.3. Describe your approach to promoting the integration of physical and behavioral health throughout the healthcare delivery model. Include at a minimum:

1. Educating Enrollees on the importance of integration.
2. Engaging providers in promoting integration in their practice and evidence of successful strategies.
3. Provide an example of a how an integrated model resulted in an improved outcome.
4. Provide an example of an approach that resulted in lessons learned and a modification to the integrated care model. In selecting an example, consider the following non-exhaustive list: provider contracting model, access to services, availability of providers, and sharing of information among providers.

Page limitation: Eight (8) pages

6.2.4 Dominga is a 30-year old female who recently joined the Offeror's plan due to pregnancy. Dominga has 2 children and has had at least one miscarriage at 18-weeks. She reports a history of bipolar disorder but has not been taking any medication for at least fourteen (14) months because she lost her insurance coverage. Dominga lives just outside San Sebastián and the nearest OBGYN is 25 miles/40km away from her home and is not in the Offeror's network. She does not have reliable transportation and while she does have a cell phone, she has a limited data plan and frequently has her phone shut off for non-payment. She lives with her mother and grandmother, her 2 children ages 7 and 5 and occasionally her sister and her sister's 2 children ages 7 and 9. Dominga and her mother have been unemployed for almost 2 years as they both lost their jobs when the pandemic hit. Their home is in disrepair from hurricane damage and they frequently report issues buying enough food, paying bills and getting needed health care.

Address how the Offeror will initiate outreach, assess needs, build a care plan and manage the delivery of services, including all services, referrals,

supports and treatment options to achieve the best outcomes for Dominga and her pregnancy. Include plans for assuring the integration of her physical and behavioral health needs and measurement of the efficacy of the approach.

Page limitation: Ten (10) pages

- 6.2.5. Describe the Offeror's approach to offering, promoting, and supporting the appropriate and effective use of telehealth services to increase access and health equity for Enrollees, including Enrollees residing in Vieques, Culebra, and Las Marias. In addition, describe the Offeror's monitoring strategy with specified measures for services delivered via telehealth to ensure quality of care is comparable to in-person services. In the response assume a post-pandemic environment where access would be balanced with appropriate utilization management.

Page limitation: Five (5) pages

- 6.2.6. Describe how the Offeror ensures the delivery of the federally mandated EPSDT services. Please describe the process including tracking of screenings and vaccinations due, education to enrollees, tracking compliance with appointments and monitoring the provision of treatment and related health outcomes. Include information about how the Offeror educates Providers on the federal EPSDT requirements and incentivizes positive outcomes for this benefit.

Page limitation: Five (5) pages

- 6.2.7. Describe the Offeror's experience and approach to coordinating care for children and youth enrolled in the foster care system who often have acute or chronic physical health care needs in addition to behavioral health care needs. Please provide information in the response regarding special policies and procedures, staff training, provider training and collaboration with Government agencies that address the unique needs of the population.

Page limitation: Eight (8) pages

- 6.2.8. Please describe how the Offeror will support the PBM and/or RA in the management and delivery of the pharmacy benefit and ASES' participation in the Medicaid Drug Rebate Program once implemented. List several strategies the Offeror will implement to reduce costs and promote appropriate use of drug therapy by Providers and Enrollees.

Page limitation: Eight (8) pages

6.3. Provider Network and Access

Possible points for Section 6.3: 160 points

- 6.3.1 Describe the Offeror’s approach (including methodology, timeline, and description of various contracting methods) to developing and managing a qualified provider network that meets the requirements of the MCO Model Contract. If the Offeror is planning to use Subcontractors to ensure a Provider Network, clearly describe all subcontractual relationship(s) and explain how it contributes to ensuring the required network. Include a narrative describing potential challenges, including network gaps, and how the Offeror will address those challenges.

Page limitation: Fifteen (15) pages

- 6.3.2. Address how the Offeror will support Enrollees and Providers to improve wait times for routine primary care and behavioral health services, both in terms of scheduling appointments and receipt of services once the Enrollee presents at the provider's office; include the Offeror's monitoring strategy to identify and mitigate known barriers to timely access to services.

Page limitation: Ten (10) pages

6.4. Provider and Enrollee Experience

Possible points for Section 6.4: 150 points

- 6.4.1. Describe the Offeror’s process for engaging and communicating with Enrollees upon enrollment. Include efforts to engagement with new Enrollees to provide orientation to the Offeror’s plan, efforts to reach current Enrollees and communicate any program changes, and efforts to reach Enrollees who are difficult to engage. Describe how Enrollee communications are conducted before and after January 1, 2023, including but not limited to welcome letters, ID cards, provider directory and member handbook, Primary Care Provider selection, and transition of care, if indicated.

Page limitation: Eight (8) pages

- 6.4.2. Describe the Offeror’s approach to Enrollee health education and health literacy. The response must include:

1. Demonstrated for planned strategies for conducting activities that promote and increase health literacy for Enrollees that are difficult to engage.
2. Identification of the health education activities that are relevant given the populations covered.
3. Evaluation of the effectiveness of strategies implemented and use of such information to make changes to the approach.
4. The means of communication that will be employed to connect with Enrollees, including the use of internet, smart phone-based applications and other technologies to educate Enrollees regarding care pathways for their individual medical issues.

Page limitation: Ten (10) pages

- 6.4.3. Describe programs employed in Puerto Rico or other Medicaid programs to increase the use of e-prescribing among providers and how the program would be implemented in Puerto Rico. Address how gaps would be identified in e-prescribing capabilities in the network, engagement with and support to providers to adopt and sustain e-prescribing capabilities.

Page limitation: Five (5) pages

6.5. Quality Assurance and Utilization Management (UM)

Possible points for Section 6.5: 150 points

- 6.5.1. Describe the Offeror's approach to designing and implementing Performance Implement Programs (PIPs). Include at a minimum:
1. The quality improvement model(s) used.
 2. The quality measure selection process.
 3. How the Offeror approaches rapid-cycle improvements.
 4. The quality of the Offeror's quality metric and other performance data and how validation of data integrity occurs.
 5. Specific examples of PIPs implemented for a Medicaid program with a description of the realized outcomes and how maintenance of effort was achieved.

6. A detailed summary of the Offeror's approach to implementing the required PIP described in Section 12.3.3.2 of the Model RFP Contract to increase screening for depression, anxiety, substance use disorders for all covered populations.
7. A description of the specific quality measures the Offeror will use per PIP measure and to track performance.

Page limitation: Ten (10) pages

- 6.5.2. Describe the Offeror's successes in reporting and improving Medicaid HEDIS measures and CMS' Adult and Child Core Measure Sets. Address how any challenges encountered in the reporting or achievement of these measure sets have been overcome.

Page limitation: Ten (10) pages

- 6.5.3. Describe the Offeror's approach to achieving the goals of the ER Quality Initiative Program. Include at a minimum:
 1. How the Offeror will identify, track and report high ER utilization.
 2. How the Offeror will differentiate between emergent and non-emergent ER utilization.
 3. The specific interventions for identified Enrollees with high non-emergent ER utilization.
 4. Specific examples of how the Offeror has reduced non-emergent ER utilization in a Medicaid program with performance outcomes and supporting data.
 5. Lessons learned that the Offeror would use to inform the approach for the Plan Vital program.
 6. How the Offeror will customize the ER Quality Initiative Program for the Plan Vital program, including the specific quality measures the Offeror will use to measure and track performance.

Page limitation: Ten (10) pages

6.6. Administration and Organization

Possible points for Section 6.6: 120 points

- 6.6.1. The Offeror may delegate functions under the Model RFP Contract to Subcontractors; however, the Offeror remains solely responsible for ensuring compliance for any delegated functions. To assess the Offeror's ability to oversee the delegated activities, address the following:
1. Functions and responsibilities to be delegated to Subcontractor(s) under the Plan Vital program.
 2. Strategy to ensure Subcontracts are executed and the Subcontractor(s) is prepared to perform the delegated activities by January 1, 2023.
 3. Describe the Offeror's approach to oversight and monitoring of a Subcontractor activities to prevent, detect, and mitigate Subcontractor noncompliance with obligations under the Model RFP Contract.
 4. Provide example(s) when monitoring activities of a Subcontractor indicated corrective action was necessary, how the corrective action plan was implemented, and deficiencies were remedied.

Page limitation: Fifteen (15) pages

- 6.6.2 Describe the following aspects of the Offeror's program integrity operations, including a description of delegated program integrity functions (if applicable):
1. Describe the process and timeframes for ensuring that fraud, waste, and abuse tips and complaints are investigated timely and resolution is documented.
 2. Describe how the Offeror's Program Integrity Unit would identify the top three (3) risk areas for the Plan Vital program for Provider fraud, waste, or abuse; develop and implement a risk mitigation plan for those identified areas, and evaluate the effectiveness of the risk mitigation plan on a Contract Year basis to show continuous process improvement.
 3. Describe the prepayment and post-payment review processes the Offeror will put in place to detect fraud, waste and abuse. Include a description of the Offeror's process to monitor Provider utilization practices and identifying those outside the norm.

Page limitation: Ten (10) pages

- 6.6.3. Describe the Offeror's approach and operations to collecting and reporting improper payment(s) made to Providers. The response should address:

1. A detailed description of the Offeror's operations, policies, applicable time frames, tools, procedures and processes for discovering potential underpayments, overpayments or other incorrect payments to a Provider.
2. Tools, training and other processes made available to providers to assist in the identification and collection of improper payments.
3. The Offeror's mechanisms for prompt reporting of underpayments, overpayments and recoveries to ASES and to other corresponding government agencies (e.g., MFCU) consistent with federal and Model RFP Contract requirements.
4. Describe how the Offeror will oversee and manage overpayment recoveries from Providers.

Page limitation: Ten (10) pages

6.6.4. Describe the Offeror's capability to meet reporting requirements included in the Model RFP Contract and Reporting Guide. At a minimum, address the following:

1. Capabilities and processes to build, configure, and/or expand systems to produce reports in predetermined formats, such as the reports included in the Reporting Guide and XSD requirements, ad hoc reports, and the ability to modify systems to accommodate changes in reporting formats specified by ASES.
2. Processes to ensure accuracy and timeliness of reported information and compliance with contractual reporting requirements, including the accuracy of data from multiple sources and systems (i.e., Subcontractors). Include at least one (1) example of the Offeror's methodology for validation of data used for reporting.
3. Staffing and resource allocation for reporting requirements.
4. Approach to continuous quality improvement activities related to reporting, including development, implementation, and monitoring of internal plans of correction.

Page limitation: Ten (10) pages

6.7. Financial and Claims Management

Possible points for Section 6.7: 100 points

6.7.1. Describe the Offeror's methodology to ensure claims payment accuracy and timeliness standards will be met. At a minimum, address the following:

1. Process for monitoring timely claims payment standards.
2. Process and methodology for auditing claims and documenting results.
3. Processes for implementing any necessary corrective actions resulting from an audit.
4. Approach to supporting and enhancing Provider competency regarding billing.
5. Process for ensuring claims are reimbursed in accordance with any directed payments, as described in 42 CFR 438.6(c), that may be required under the Model RFP Contract.

Page limitation: Ten (10) pages

6.7.2. Complete, accurate, and validated encounter data is critical to identifying utilization and cost patterns, setting actuarially sound capitation rates, and compliance with federal T-MSIS requirements. Describe the Offeror's processes; systems; engagement with providers, regardless of the provider reimbursement arrangement; and oversight of subcontractors responsible for coverage and payment of service (if applicable) to ensure compliance with relevant Model RFP Contract requirements and 42 CFR 438.242.

Page limitation: Ten (10) pages

6.8. Provider Reimbursement Models

Possible points for Section 6.8: 160 points

6.8.1. Subcapitated arrangements are the foundation of Primary Medical Group (PMG) reimbursement and such arrangements have also been negotiated for behavioral health services. Address the following related to the Offeror's approach to designing, negotiating, and monitoring PMG and behavioral health provider performance and financial health under subcapitated arrangements:

1. Provide a detailed description of the services the PMG would be at risk for under the subcapitated arrangement and how the scope of services may differ based on the PMG's size and attributed enrollment.

2. Provide a detailed description, including both a narrative and flow charts, of the risk sharing model(s) applied to PMGs and how such models vary based on the PMG's size and attribute enrollment.
3. Provide a detailed description of the Offeror's contracting and negotiation process to ensure the PMGs understand the terms of the proposed reimbursement arrangement.
4. Address how the Offeror will ensure direct service providers affiliated with the PMG receive reimbursement in accordance with the contract.
5. Provide a detailed description of reports or other information provided to PMGs to understand their position relative to any incentive payments and risk sharing arrangements during a contract year and address the Offeror's approach to meeting the contractual requirements related to final reporting for the PMG's performance for the contract year.
6. Address (a) - (e) for behavioral health providers under subcapitated arrangements.

Page limitation: Twenty (20) pages

- 6.8.2. Provide a detailed description of alternative payment methodologies (APM) the Offeror intends to negotiate with providers other than PMGs and behavioral health providers, including:
1. The provider type and nature of the alternative payment methodology (e.g., subcapitation, pay for performance, etc.).
 2. How the APM is designed to reflect the staffing, technological, and financial capacity of the Provider.
 3. The tools and information shared with the provider to ensure an understanding of the parameters of the APM at the time of contracting and the provider's performance against the parameters of the APM.
 4. Provide at least two examples of APMs implemented in Puerto Rico or another Medicaid program that were successfully implemented by providers and achieved positive outcomes.

Page limitation: Fifteen (15) pages

7. APPENDICES

Appendix A - Acknowledgement of Receipt Forma and Notice of Intent to Participate

Appendix B – Letter of Transmittal Form

Appendix C– Conflict of Interest Affidavit

Appendix C-1 - Attestation of Independence and Freedom from Conflict of Interests

Appendix D – Suspensions and Debarment Form

Appendix E - Form of Sworn Statement on Fraud and Misappropriation

Appendix F – Disclosure of Lobbying Activities

Appendix G - List of Government of Puerto Rico-owned and operated facilities

Appendix H – Rerefence Form for Offerors

Appendix I – Questions and Answers Template

Appendix J - Aging of Accounts Payable

Appendix K - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix L – Model Contract

Appendix M – Mandatory Requirements Certifications

Appendix A

Acknowledgement of Receipt Form and Notice of Intent to Participate

RFP # MCO 2022

WARNING: This form must be signed by the person authorized to contact the Procurement Contact during the process and be returned to the Procurement Contact BY EMAIL as soon as possible. **FAILURE TO SUBMIT AN ACKNOWLEDGEMENT OF RECEIPT FORM SHALL CONSTITUTE A PRESUMPTION OF RECEIPT OF THE RFP. FAILURE TO SUBMIT THIS FORM ON OR BEFORE JULY 11, 2022 SHALL CONSTITUTE AGREEMENT THAT THE UNIQUE USERNAME AND PASSWORD TO ACCESS THE SECURE SITE AND UPLOAD THE PROPOSAL WILL BE PROVIDED TO THE PERSON IDENTIFIED BY THE OFFEROR IN THE REQUEST TO ACQUIRE THE RFP DOCUMENT PACKAGE.**

1. ORGANIZATION: _____

2. CONTACT AUTHORIZED REPRESENTATIVE: _____

3. TITLE: _____

4. PHONE NO.: _____ EMAIL: _____

5. MAILING ADDRESS: _____

6. CITY: _____ STATE: _____ ZIP CODE: _____

7. **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.

9. In acknowledgment of receipt of this Request for Proposal (RFP), the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with Appendix M, as well as the Data Book.

SIGNATURE: _____

DATE: _____

Appendix B

Letter of Transmittal Form

RFP# MCO 2022

Offeror's Name: _____

Items #1 to #7 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 a person identified in the Corporate Resolution and RUP Certification):

Name _____

Title _____

Email address _____

Telephone number _____

3. Person to be contacted for clarifications and additional information:

Name _____

Title _____

Email address _____

Telephone number _____

4. Provide the Offeror's federal taxpayer identification number and Commonwealth taxpayer identification number, if different. _____

5. 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)

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

(Attach extra sheets, as needed)

7. _____ I acknowledge receipt of a complete copy, beginning with the title page and table of contents, Appendices A-M of this RFP and its corresponding amendments, if any.

_____ I concur that submission of our Proposal constitutes acceptance of all the conditions governing this process including but not limited to the PMPM rates notified by ASES for the First Contract Year (2023) and the Evaluation Factors contained in Section 4 of this RFP.

_____ I certify the Offeror's adherence to the requirements of this RFP and the expectations of ASES as stated in 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 Model Contract.

_____, 2022
Authorized Signature Date

Appendix C

Conflict of Interest Affidavit

RFP# MCO 2022

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 Interest¹ or economic relationship with family members of Contractor's/Subcontractor's stockholders, Board of Directors or Officials of the entity. This disclosure should include a description of percentage (%) of ownership or participation, expense or cost allocation method between the entities and any other related information. The Offeror/Subcontractor must declare upon oath and certify that this form and the additional documents attach to it contain all the existing economic relationships of the Offeror/Subcontractor. This form must be signed and subscribed by a notary. If a Subcontractor is filing the document, please substitute the word "Offeror" for "Subcontractor" where applicable. **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(s)/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:

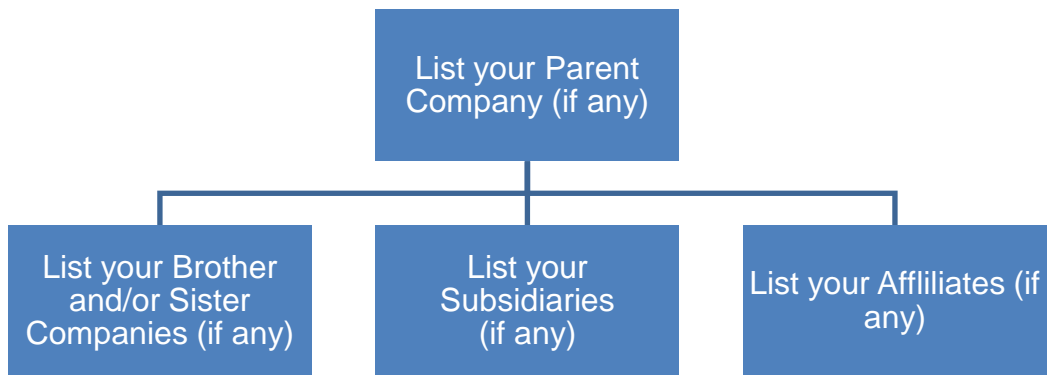
Affiliate Company Name: _____

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), rational for calculation, and frequency. If this agreement is in writing, provide a copy.

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

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

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

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 ASES 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/Subcontractor 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 _____, 2022.

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Appendix C-1

Independence and Conflict of Interest Certification

RFP# MCO 2022

A. As stated in Sections 1.5.4 & 1.5.5 of this RFP, ASES intends to avoid situations of lack of independence and/or conflicts of interest or the appearance of conflicts of interest on the part of the Offeror/Contractor(s); Proposed Material Subcontractor(s)/Material Subcontractor(s); or employees, officers, directors, shareholders or members of the Offeror/Contractor or Proposed Material subcontractor(s)/Material Subcontractor(s).¹ ASES 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 Contractors/Material 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/Material 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 Material Subcontractor(s), or any of their shareholders, members, employees, officers, or directors has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Contract would allow for private or personal benefit or for any purpose that is inconsistent with the goals and objectives of the Contract; or
2. any instance where a Contractor or any of its Material 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

¹ The term "Offeror/Contractor," for these purposes, includes the Offeror, Contractor, Proposed Material Subcontractor(s), Material 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.

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 1.5.4 & 1.5.5 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. Owns, controls, operates or is owned, controlled or operated by Plan Vital's Enrollment Counselor or its Material Subcontractors; or
2. Has contractual or financial relationship with Plan Vital's Enrollment Counselor or its Material Subcontractors;

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' 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' 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-1 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 FORFEITURE OF THE PROPOSAL BOND BY THE CONTRACTOR AND/OR SUBCONTRACTOR IN FAVOR OF ASES, THE CANCELLATION OF THE AWARD AND THE ISSUANCE OF A NEW AWARD TO THE NEXT BEST OFFEROR(S).

H. If the Offeror/Contractor or Proposed Material Subcontractor(s)/Material 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 Material 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/Material 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' 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' 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, AND THE FORFEITURE OF THE PROPOSAL BOND OR PERFORMANCE BOND BY THE CONTRACTOR AND/OR SUBCONTRACTOR AND IN FAVOR OF ASES, ACCORDINGLY.**

K. By signing this Certification, the Offeror/Proposed Material 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/Material Subcontractor to maintain independence and to establish necessary policies and procedures to assist the Contractor and its Material 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 Material 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's 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 Material Subcontractor comply with the independence requirements of Section 1.5.5 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 _____, 2022.

(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 _____, 2022.

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Appendix D

Suspensions and Debarment Form

RFP# MCO 2022

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’ Contract with the successful Offerors shall contain a provision relating to debarment, suspension, and responsibility.

All Offerors and potential subcontractors must provide as a part of their Proposal a certification to ASES in the form provided below. **NOTE:** If a Subcontractor is filing the document, please substitute the word “Offeror” for “Subcontractor” where applicable. **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 and/or that of any proposed subcontractor 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 and any proposed subcontractor 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 and/or any potential subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to ASES, ASES may terminate the Contract resulting from this RFP for default.

The certification provided by the Offeror and/or any potential subcontractor 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 and/or any potential subcontractor’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 and/or any potential subcontractor’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 process 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 and/or potential subcontractor.

CERTIFICATION

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

(i) The Offeror/Subcontractor and/or any of its Principals- **Statements under letters A through F MUST BE ANSWERED by circling the correct statement.**

- C. **Are / are not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal department or agency; **(REQUIRED)**
- D. **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)**
- E. **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)**
- F. **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)**
- G. **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)**
- H. **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(s) 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/SUBCONTRACTOR: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

Appendix E

Form of Sworn Statement on Fraud and Misappropriation

RFP # MCO 2022

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"/"Subcontractor").

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

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.

Rico, for reasons of any conduct that may be held to constitute fraud, embezzlement or illegal appropriation of public funds, according to the provisions of Act 2-2018 known as “Anti-Corruption Code for the New Puerto Rico”, or any another legal provision that penalizes crimes against the treasury and the public confidence, and neither have I, the Declarant, been investigated, arrested, convicted, declared guilty nor sentenced for the 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 proponent 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 _____, 2022.)

(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 _____, 2022.

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Appendix F

Disclosure of Lobbying Activities Form

RFP # MCO 2022

Appendix F is the Disclosure of Lobbying Activities Form to be used regarding this RFP. It is not imbedded in this document but is included as a separate PDF document entitled Appendix F: Disclosure of Lobbying Activities Form.

Appendix G

List of Government of Puerto Rico-owned and operated facilities.

RFP # MCO 2022

- Hospital Universitario Ramón Ruiz Arnau (HURRA);
- Hospital Universitario de Adultos;
- Hospital Federico Trilla;
- Hospital Pediátrico Universitario;
- Centro Cardiovascular de PR y del Caribe;
- Administración de Servicios Médicos de PR (“ASEM”);
- Comprehensive Cancer Center of Puerto Rico (“Centro Comprensivo de Cancer”); and
- Práctica Intramural del Recinto de Ciencias Médicas – University of Puerto Rico

Appendix H

Reference Form for Offerors

RFP # MCO 2022

INSTRUCTIONS:

The Offeror must submit a list of the References. The Offeror must provide three (3) specific client References, with at least one for a state Medicaid program or other large similar government or large private industry project within the last five (5) years. Each Reference noted on the list must include the contact name and phone number, a brief description of the services provided, and the period of service.

Offerors may NOT request References from ASES

References for the Offeror shall be submitted to the Procurement Contact directly by the reference source using this Reference Form in RFP. The submission deadline for References is on the date stated in Section 2.1 Procurement Schedule.

Offerors are responsible for:

- Making a duplicate (hard copy or electronic document) of the appropriate form, as it appears in RFP Appendix H, and adding the following customized information to the form:
 - Offeror's name.
 - Reference organization's name.
 - Reference contact's name, title, telephone number, and email address.
 - Sending the form to each Reference contact.
 - Giving the contact a deadline that allows for ASES to receive the reference form prior to the deadline for receiving proposals.

The Offeror may contact the Procurement Contact to determine if the reference has been received at ASES. The content of the references will be considered by the executive committee and failure to obtain references will be viewed negatively in this procurement process.

Information for Referees:

The proposing vendor is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the Procurement Contact by this RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted Proposal. The business reference may be contacted for validation of information.

**REFERENCE FORM
FOR:**

(Name of company (OFFEROR) requesting reference)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the, via e-mail at: GHPRFP2022@asespr.org

No later than 1:00 PM (Atlantic Standard Time) on July 15, 2022, and **must not** be returned to the company requesting the reference. For questions or concerns regarding this form, please contact the Procurement Contact listed above. When contacting us, please be sure to include this RFP number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Information of person completing the Reference Form:

The name of your company/agency:	
Your name and title/position at the company/agency:	
Your contact telephone number:	
Your contact email address:	

Reference Questionnaire:

1. Describe your relationship with the Offeror.
2. Describe the type and scope of contract(s) you have with the Offeror.
 - a. Type of contract:
 - b. Indicate the populations served under the contract (Medicaid, Medicare, CHIP, ABP, etc.). Select all which apply:

Medicaid _____
 Medicare _____
 CHIP/S-CHIP _____
 ABP _____
 Other _____

If Other, please explain. _____

- c. What is the length of time the Offeror has been contracted with your State/Territory?

d. What is the term of the Offeror's contract(s) with your State/Territory?

e. Have there been any extensions to the contract(s)?:

Yes _____

No _____

3. How would you rate your overall satisfaction with the Offeror?

a. Overall Performance:

Very Satisfied ____

Satisfied ____

Dissatisfied ____

Very Dissatisfied ____

N/A ____

b. Responsiveness:

Very Satisfied ____

Satisfied ____

Dissatisfied ____

Very Dissatisfied ____

N/A ____

c. Quality of Services:

Very Satisfied ____

Satisfied ____

Dissatisfied ____

Very Dissatisfied ____

N/A ____

d. Compliance with contract requirements:

Very Satisfied ____
Satisfied ____
Dissatisfied ____
Very Dissatisfied ____
N/A ____

e. Enrollees' satisfaction with the Offeror:

Very Satisfied ____
Satisfied ____
Dissatisfied ____
Very Dissatisfied ____
N/A ____

f. Network providers satisfaction with the Offeror:

Very Satisfied ____
Satisfied ____
Dissatisfied ____
Very Dissatisfied ____
N/A ____

4. Have you ever had to take corrective action or impose other enforcement activities with the Offeror?

a. Correction action/enforcement activity required:

Yes ____
No ____
N/A ____

b. Timeframe of corrective action/enforcement activity:

- c. Reason for corrective action/enforcement activity:
- d. Has the reason for the corrective action/enforcement activity been resolved:

Yes ___

No ___

Ongoing ___

N/A ___

- e. How would you rate your satisfaction with the Offeror's responsiveness addressing the corrective action/enforcement activity?

Very Satisfied ___

Satisfied ___

Dissatisfied ___

Very Dissatisfied ___

N/A ___

- f. How would you rate your satisfaction with the Offeror's compliance with addressing the corrective action/enforcement activity?

Very Satisfied ___

Satisfied ___

Dissatisfied ___

Very Dissatisfied ___

N/A ___

5. How satisfied are you with the Offeror's ability to meet required performance standards?

Very Satisfied ___

Satisfied ___

Dissatisfied ___

Very Dissatisfied ___

N/A ____

6. How satisfied are you with the Offeror's ability to meet required quality measures?

Very Satisfied ____

Satisfied ____

Dissatisfied ____

Very Dissatisfied ____

N/A ____

7. How satisfied are you with the Offeror's ability to meet required program integrity standards?

Very Satisfied ____

Satisfied ____

Dissatisfied ____

Very Dissatisfied ____

N/A ____

8. How satisfied are you with the Offeror's ability to meet required reporting standards?

Very Satisfied ____

Satisfied ____

Dissatisfied ____

Very Dissatisfied ____

N/A ____

9. How satisfied are you with the Offeror's ability to meet required encounter data requirements?

Very Satisfied ____

Satisfied ____

Dissatisfied ____

Very Dissatisfied ____

N/A ____

10. How satisfied are you with the Offeror's ability to pay claims on time?

Very Satisfied ____

Satisfied ____

Dissatisfied ____

Very Dissatisfied ____

N/A ____

11. Is there anything else you would like to mention regarding the Offeror?

12. Would you recommend the Offeror to provide comprehensive Medicaid services in the Plan Vital program?

Yes ____

No ____

Please explain if the answer is No.

Appendix I

Questions and Answers Template

RFP # MCO 2022

Appendix I 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 I– Questions and Answers Template.

Instructions:

This template is to be used by the Offeror to submit questions regarding the RFP #MCO 2022.

Please provide all questions by populating this template labeled "Questions and Answers Template." For each question, first include the specific section number to which the question pertains and the section title. Then provide the specific page number of the document that the question pertains to, and finally, provide the detailed question. For example:

#	Section #	Page #	Questions	Answers
1		30		
2		71		

NOTE: 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.

All questions must be submitted by email to the Procurement Contact on or before 11:59 PM (Atlantic Standard Time) on June 16, 2022. ASES reserves the right to disregard any questions that have not been submitted during the proper Q&A period as per Section 2.2.6 of the RFP.

#	Section #	Page #	Questions	Answers
1				
2				
3				
4				
5				

6				
7				
8				
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Appendix J

Aging of Accounts Payable

RFP # MCO 2022

Appendix J is the Aging of Accounts Payable. It is not imbedded in this document but is included as a separate Excel document entitled Appendix J– Aging of Accounts Payable.

Appendix K

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

RFP # MCO 2022

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

A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Appendix L

Model Contract

RFP # MCO 2022

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

NOTE:

ASES RESERVES THE RIGHT TO REVISE THE GHP CONTRACT FOLLOWING PROPOSAL EVALUATIONS.

Appendix M

Mandatory Requirements Certifications

RFP # MCO 2022

Appendix M is a form to provide the certifications required under Sections 5.9, 5.10.12, 5.10.13, 5.11.14, 5.11.17, 5.14.3 of this RFP. It is not imbedded in this document but is included as a separate excel document entitled Appendix M– Mandatory Requirements Certifications.