ADMINISTRACIÓN DE

SEGUROS DE SALUD DE PUERTO RICO (ASES)

PUERTO RICO HEALTH INSURANCE ADMINISTRATION (PRHIA)

GOBIERNO DE PUERTO RICO
ADMINISTRACIÓN DE SEGUROS DE SALUD

Professional and Consulting Services in Grant Management, Finance & Accounting and Regulatory and Contractual Compliance of MCOs, MAOs and PBM

RFP #2026-001 (CU & FIN)

ISSUE DATE: JULY 23, 2026

PROPOSAL DUE DATE: AUGUST 11, 2026, ON OR BEFORE 11:59 PM (AST)

Pursuant to 2 C.F.R. §§ 200.317 through 327 (hereafter "the federal procurement standards"), OE-2021-029, OGP Circular Letter 013-2021, as amended, and the Puerto Rico Health Insurance Administration (PRHIA) Procurement Process for Professional Services Standard Operating Procedure (hereafter "the SOP"), PRHIA or "Administración de Seguro de Salud" or ASES (for its Spanish acronym) is seeking to acquire the service of a qualified provider of professional and consulting services to assist and advise both ASES' Compliance and Finance and Budget Office in the main areas of their annual work plan and responsibilities.

Accordingly, ASES is soliciting proposals for professional and consulting services in the areas of grant management, government accounting and finance support, regulatory and contractual compliance for Plan Vital, Medicare Advantage (Platino) and Pharmacy Benefit Manager (PBM) & Rebate Aggregator (RA).

WARNING: The issuance of this RFP does not imply any obligation on the part of ASES to enter into a contract or to proceed with any or all of the tasks, deliverables and services described herein. ASES shall not be liable for any costs, expenses, or losses incurred by any Offeror in the preparation, submission, or negotiation of a proposal, regardless of whether a partial or full award is executed.

I. BACKGROUND:

Pursuant to Title XIX of the Federal Social Security Act, codified as 42 USC 1396 et seq. ("the Social Security Act"), and Act No. 72 of September 7, 1993, of the Laws of Puerto Rico ("Act 72"), as amended, a comprehensive program of medical assistance exists in Puerto Rico which is administered by the Puerto Rico Medicaid Program (PRMP) under the Puerto Rico Department of Health ("the Department of Health" or PRDoH). The PRDoH is the single State agency designated to administer medical assistance in Puerto Rico under Title XIX of the Social Security Act of 1935, as amended, and is charged with ensuring the appropriate delivery of health care services under the Medicaid and the Children's Health Insurance Program ("CHIP") in Puerto Rico. ASES manages these programs pursuant to a delegation of authority.

ASES is a public corporation with autonomy to develop and execute the terms of its organic law - Act Number 72. As part of its responsibilities, ASES contracts with Managed Care Organizations (MCOs) to provide health services to individuals who are eligible for Medicaid and other Enrollees, as established by applicable law. It also has a contract with a Pharmacy Benefit Manager and Rebate Aggregator vendor (PBM/RA) to administer and provide the pharmacy benefits of Plan Vital and manage the Medicaid Drug Rebate Program (MDRP) as well as other additional and supplemental rebates. Pursuant to this statutory provision, ASES has established a managed care program under the medical assistance program, known as "Government Health Plan", GHP," or "Plan Vital". The GHP serves approximately 1,300,000 beneficiaries, including the Medicare Advantage - Platino beneficiaries.

II. SCOPE OF WORK:

The purpose of this RFP is to solicit proposals for the professional services required by ASES. This section describes the tasks and services that the selected Offeror must be able to provide throughout the contract term. The scope of work for this procurement process is as follows:

A. Table 1 - Outlines ASES's general service needs;

B. Table 2 - Outlines special projects of the Compliance and Finance Offices.

[LEFT BLANK INTENTIONALLY, SEE SOW TABLES 1 & 2 ON THE NEXT PAGE]

TABLE 1 – SOW		
GENERAL TASKS	SPECIFIC TASKS, DELIVERABLES AND SERVICE DESCRIPTION	FREQUENCY AND/OR DELIVERY DATE
Operational Support and Advisory Services	Assist in the coordination and execution of the development, documentation, and training of ASES Compliance staff on operating procedures of all areas of responsibility of the ASES Compliance Office.	All training material must be delivered within two (2) business days after the training session.
	Review, update, strengthen and/or develop, and document the standard operating procedures, financial mechanisms, and accounting tools of the Office of Finance and Budget to ensure maximum efficiency, structural alignment, and timely compliance with federal fund administration and reporting requirements. Upon development, the Contractor shall coordinate and execute comprehensive training sessions for ASES Finance staff to ensure proper implementation across all operational areas.	Completed by January 2027. All training material must be delivered within two (2) business days after the training session.
	Provide advisory and consulting services in the areas of accounting and budget, federal and state financial compliance.	Upon request
	Provide technical assistance in accounting and accounting closing for the preparation of annual audits, including assistance in the accounting processes for the delivery of the financial information required by ASES's external auditors, including the preparation of the Federal Awards Expenditure Program (SEFA).	To be determined by mutual agreement between the paties
	Assist in the analysis of the preliminary findings in relation to audits performed of ASES's financial operations as well as in matters related to the final findings of such audits, if needed.	Upon request
	Collaborate on the preparation of explanatory memorandums and ASES budget processes to support budget transparency through the PRMMIS.	Upon request
	PRMMIS-related operational support: 1. Perform an analysis to determine the impact on premium payments (PMPM) to MCOs and MAOs with PRMMIS data, comparing the	Continuous

	proprietary ASES tool (COMP) with newer platforms, avoiding duplication of indicators. 2. Validate the operation of the premium payments generated through PRMMIS so that, in case of differences, it identifies and prepares action plans to address them (detection and resolution of errors). 3. Evaluate options to improve ASES's current Financial Accounting tools to achieve efficiency and alignment with PRMMIS. 4. Support ASES in the design and implementation of new processes and protocols to address new changes required by changes in PRMMIS.	
	Support and assist in any other matter necessary for the better functioning of the administrative or operational aspects of the administration, as requested by the management of ASES, including advising authorized ASES personnel on matters related to compliance with federal and state programs administered by ASES.	Upon request depending on the need of the service. Completion term will depend on the complexity of the assignment.
Compliance Structure Development, Execution, Monitoring and Compliance Audits	Support ASES in creating guidelines for MCOs, MAOs and PBM, and their multiple tiers based on PRMMIS data, to ensure compliance with the Centers for Medicare & Medicaid Services' (CMS) regulations, state regulations and industry best practices. Advise on the formulation and drafting of communications and requests to Plan Vital's providers necessary for the analysis and determination of compliance with terms and conditions of the contract.	On request due to the need for the service. Delivery: No later than fifteen (15) business days from the date of assignment of the project.
	Provide advice and support in the development, establishment, and operation of ASES compliance oversight for MCOs and Plan Vital providers, based on PRMMIS and ASES data, to ensure compliance with all contract terms and conditions, including, but not limited to, health care, mental and behavioral health, and pharmacy services, in accordance with CMS regulations and guidelines.	Delivery: No later than fifteen (15) business days from the date of assignment

	Design and advise on the formulation of a Corrective Action Plan (CAP), if necessary, to address the final findings issued in relation to the Compliance program administered by ASES.	The specific implementation schedule and interim milestones for this task shall be mutually agreed upon in writing between ASES and the Contractor.
	Develop and maintain compliance reporting frameworks to guide ASES's executive decision-making.	**Initial Delivery:** The Contractor must submit an initial conceptual framework and reporting template structure for ASES approval within twenty (20) business days of assignment of the project. **Final Delivery**: Upon determination by the parties contingent upon the complexity of the task. **Maintenance:** Once approved, the Contractor shall maintain, update, and generate these reporting frameworks on a [monthly/quarterly] basis, or within five (5) business days of an ad-hoc request by ASES, ensuring all data accurately

		reflects current MCO and provider compliance statuses.
Financial and Compliance Liaison	Serve as a liaison between ASES and PRMP, providing consulting support for the required oversight of finance and compliance initiatives and projects promoted by CMS to enhance services and the delivery of benefits under the Government Health Plan (GHP). These projects may include, but are not limited to, Third Party Liability (TPL), Project 5121, and other initiatives approved by the PRMMIS Exchange Control Board.	Continuous
Oversight and analysis of financial data of MCOs	Assist the Office of Finance and Budget in the analysis of the audited financial statements of the 4 MCOs of the Vital Plan. Task includes the evaluation of indicators related to financial solvency, compliance with minimum RBC requirements as well as other federal, state and contractual requirements.	To be determined by mutual agreement between the paties
	Analysis, monitoring and establishment of corrective actions to ensure the liquidity and solvency of Plan Vital MCOs, in accordance with the provisions of the contracts with said entities. This function shall be executed in coordination with the Office of the Commissioner of Insurance (OCS), which oversees the financial performance of parent companies at the consolidated level. It is essential for the ASES to guarantee the separation and independent evaluation of the solvency of the operations of the Vital Plan, ensuring that there are no undue dependencies on other lines of business of the MCOs or their parent companies.	To be determined by mutual agreement between the paties
	Provide executive summaries on the finances of MCOs, MAOs, and PBM.	Upon request by ASES for unaudited financial statements or for special interventions. Financial Executive Summary as of

		January 30 of each year. Based on audited status submitted by the entities as of December 31 of each contract year.
	Carry out financial audits of MCOs and MAOs and PBM. Includes the Triennial Encounter & Financial Data Audit pursuant to 42 CFR §438.602(e).	As determined by ASES. **NOTE:** The Triennial Audit of MCOs is a priority of ASES and must be concluded during the Base Term of the Contract.
	.	
Knowledge Transfer	Document processes and work to serve as a guide for ASES staff. Coordinate training sessions. Provide educational material and copies of the presentations made for the training sessions.	Delivery of information related to the training must be made on or before two (2) business days after the training session.
	Provide a Knowledge Transfer Plan (KTP) detailing the training methodology and documentation for each of the scope of work areas and projects assigned.	No later than five (5) business days after the assignment of the task or project.
	Provider Monitoring Matrix: Delivery of the operational tools, checklists and methodologies used to supervise the compliance of the providers of the Plan Vital.	No later than fifteen (15) business days after completion of the task.
	Effectively transfer to ASES personnel the operational, technical, audit, financial, and regulatory knowledge developed during the execution of the contract.	A monthly meeting must be held for the transfer of knowledge and status information of active projects.
	Deliver to ASES, in editable formats, all Standard Operating Procedures (SOPs), data dictionaries, audit methodologies, report templates, among other similar documents developed by the contractor under the SOW of the contract.	At the end of each assigned project and before starting another.

	WARNING: **These deliverables will become the exclusive property of ASES.**	

TABLE 2 – SOW PROJECTS

PROJECT	SPECIFIC TASKS, DELIVERABLES AND SERVICE DESCRIPTION	FREQUENCY AND/OR DELIVERY DATE
Compliance Monitoring Framework	Conclude the data collection phase by successfully gathering all required operational metrics, reports, and inputs from the respective ASES offices	No later than thirty (30) business days from the end of the interviews with each ASES Office or unit.
Operational Risk Screening and Assessment of ASES	Assist ASES in completing an interdepartmental operational risk assessment to identify systemic vulnerabilities, establish control baselines, and recommend integrated compliance frameworks aligned with the Code of Federal Regulations (CFR) and state laws. This effort will guide office strategic planning in supporting the administration and oversight of Plan Vital and other ASES-monitored plans (Platino, Law 95, PMB). Submit a final report with findings and recommendations.	To be determined and agreed upon between ASES and the Contractor. Within thirty (30) business days of the conclusion of the operational risk screening and assessment.
Medical Loss Ratio services (MLR)	The ASES Compliance Office established a regulatory and contractual monitoring framework for contracted Managed Care Organizations (MCOs). The MCO external audit initiative represents a core priority for the agency. The Compliance Office staff has been trained and are prepared to apply the terms set forth in Circular Letter CN-2026-0001-CU. The consultant/advisor will support this initiative by:	The specific implementation schedule and interim milestones for this task shall be mutually agreed upon in writing between ASES and the Contractor during the initial project orientation. However, the entire engagement- from the

	a. Completing the development and ongoing maintenance of MLR monitoring and audit reports. b. Finalizing the Compliance Office's operational Q&A guide to address MCO and stakeholder inquiries. c. Conducting a specialized Risk Assessment of the MLR data and reporting methodologies utilized by the MCOs. This will also be extended to the MAOs. The assessment will evaluate compliance with CMS and ASES statutory and contractual requirements, specifically focusing on the validation of claims incurred, Healthcare Quality Improvement (HCQI) allocations, and premium revenue reporting. The contractor will assist in identifying areas of non-compliance, quantify financial risks regarding overpayments and deliver a formal Risk Matrix detailing high-, medium-, and low-risk entities along with actionable remediation protocols.	formal project kickoff date through the submission and formal acceptance of all final deliverables- must be fully concluded no later than sixty (60) business days from the kickoff date.
	Perform comprehensive independent external MLR audits of designated MCOs/MAOs covering medical, behavioral, mental health, and pharmacy services in accordance with Normative Letter #ASES-CN-2026-0001-CU.	Variable, contingent upon the scope of each intervention. To be established between ASES and the Contractor.
	Design, implement and monitor Corrective Action Plans (CAPs) derived from MLR audit findings.	
School-Based Services (SBS) Program	Assist and advise ASES's personnel in the implementation of the School Based Services Program, which is been held in coordination with the Puerto Rico Department of Education (PRDE) and the Medicaid Program. Provide all required advisory support and consulting services to ASES to ensure that the execution, documentation, and delivery of services are strictly aligned with all federal and state regulations that are pertinent to the SBS program. It must develop and advise on the	To be determined between the parties.

	implementation of sampling plans for the services offered to identify gaps in non-compliance with the program in Puerto Rico, prior to any external audit that may be carried out. Will be responsible for advising on the structure of internal SOPs and compliance manuals to monitor everything related to the SBS program. It will collaborate in the design of training for ASES staff (all Offices) regarding the implementation of the SBS program. This program aims to provide medical services to the eligible student population under the Special Education Program. Policies, guidelines, and procedures must be established to ensure the proper use of applicable federal funds, ensuring that the state contribution required by the PRDE is duly complied with. These controls are essential to prevent fraud risks and ensure compliance with CMS requirements. Once implemented, the program will require continuous monitoring on a monthly basis, ensuring constant validation of compliance with payments under CMS, and Puerto Rico's State Plan Amendment (SPA).	
APR-DRG	Provide specialized technical assistance and counseling in the monitoring of the MCOs to ensure full compliance with applicable APR-DRG program regulations. The Contractor shall design the necessary templates and guides to support the hospital billing process to be implemented by the MCOs pursuant to applicable provisions of 42 CFR Part 412, 438 and 456.	To be determined between the parties
PMPM $18.00 Metric Compliance & Oversight Framework	The Contractor shall provide high-level advisory and technical consulting services to support the execution, monitoring, and verification of the $18.00 Per Member Per Month (PMPM) metrics set forth in a forthcoming ASES Normative Letter. Required Tasks:	To be determined between the parties

	• Monitoring Architecture: Collaborate with the ASES Compliance Office to design an operational oversight framework to validate full metric implementation across key stakeholders, including business partners and Primary Medical Groups (PMGs). • Risk Mitigation & Regulatory Alignment: Identify and integrate risk assessment protocols within the monitoring framework to address potential contractual breaches and non-compliance with federal regulations. • Template & Tool Development: Design, test, and finalize standardized compliance reporting templates for the four (4) contracted Managed Care Organizations (MCOs) to capture, audit, and validate required metric data elements. Key Deliverables: • Comprehensive Compliance Monitoring Framework & Risk Matrix (PMGs & Business Partners) • Standardized MCO Compliance Reporting Templates (4 MCOs) • Final Compliance Validation Report on PMPM $18.00 Metric Implementation	

III. TERM OF CONTRACT:

The term of the initial Contract will run from the signature of the contract through June 30, 2027, with an option to extend for up to two (2) additional terms of one year each from July 1, 2027, to June 30, 2028, and another from July 1, 2028, to June 30, 2029, at ASES's discretion and upon availability of funds.

IV. QUALIFICATIONS

A. General Qualifications* - ASES is seeking Offerors that:

1. Demonstrate a clear understanding of ASES's needs, the services sought and its responsibilities, understands its role as partner and advisor to ASES and how the Offeror will contribute to the achievement and advancement of ASES's goals and objectives.

2. Demonstrate the capacity to perform all services and meet all Contract requirements and have operational capacity to commence to provide all services required as of the date of the signature of the Contract.

3. Demonstrate financial stability, liquidity and solvency to perform the services of this RFP.

4. Demonstrate that it has in place a clear sampling strategy, data validation protocols, risk assessment models, and an understanding of how to handle evidence defensively.

5. The Offeror and any proposed subcontractor is/are in compliance with other applicable legal requirements to become a government service provider.

6. Provides sufficient assurances to ASES that awarding the Contract to the Offeror shall not create a Conflict of Interest. (See Attachment 2 of this RFP for additional information on compliance with Conflict of Interest requirements).

***See also Section XI.B 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 responsive Offeror or that fails to submit a responsive offer.

B. Business Experience and Qualification Requirements:

1. In general terms the Offeror, **as a business entity**, must possess current, continuous, and extensive hands-on operational experience within the Medicaid and Medicare markets operating under a Managed Care Organization (MCO) model, preferably in Puerto Rico or comparable state Medicaid/Medicare jurisdictions.

2. To qualify, the Offeror must demonstrate a minimum of five (5) years of active experience acquired within the six (6) years immediately preceding the publication date of this RFP. This experience must conclusively demonstrate that the Offeror is actively engaged with the current regulatory framework, operational structures, and programmatic requirements enforced by the Centers for Medicare & Medicaid Services (CMS) for programs comparable to those in Puerto Rico.

3. Specifically, the Offeror must demonstrate that it possesses the following qualifications and experience:

a. Medicaid and Medicare Program Experience - Extensive experience related to the Medicaid and Medicare Programs, of at least eight (8) years within the last nine (9) years.

b. Federal Regulations (CMS/HHS) - Proven knowledge and experience handling federal Centers for Medicare & Medicaid Services (CMS) and Department of Health and Human Services (HHS) regulations (e.g., 42 CFR Section 438) for at least five (5) years within the last six (6) years.

c. Medicaid Management Information Systems (MMIS) - Experience of at least five (5) years within the last six (6) years working directly with MMIS.

d. *On Base* - Demonstrate corporate experience utilizing Hyland OnBase enterprise content management solutions in support of large-scale healthcare or public sector operations. A minimum of three (3) years of experience within the last six (6) years maintaining Hyland OnBase document management solutions integrated with core health databases or state Medicaid systems (e.g., MMIS / PRMMIS). Proven corporate capability using OnBase for unstructured document processing, including clinical attachments, electronic prior authorizations, claims appeals, or medical record retrieval. Demonstrated compliance in managing OnBase repositories storing Protected Health Information (PHI) in accordance with HIPAA Security Rules and state data protection frameworks. Must demonstrate it has technical staff possessing current Hyland OnBase certifications (such as Certified System Administrator, Certified Workflow Administrator, or equivalent)

e. Medicaid Program Integrity, Auditing, and Compliance - Recent, direct work history with a Medicaid program integrity regulations including Medical Loss Ratio (MLR) audits and the validation of encounter data. Offerors must demonstrate:

i. A minimum of five (5) years of experience conducting operational, financial, or compliance audits (under Generally Accepted Government Auditing Standards - GAGAS), with at least three (3) of those years directly related to the Medicaid and/or Medicare Advantage Programs.

ii. Extensive experience in financial analysis, compliance regulations, and executing audits/analyses of financial or operational compliance for Managed Care Organizations (MCOs), Medicare Advantage Organizations (MAOs), or Pharmacy Benefit Managers (PBMs) within the last five (5) years.

iii. Uniform Guidance (2 CFR 200) Mastery: Deep operational knowledge of federal cost principles, audit requirements, and internal control frameworks. The Offeror must know how to build and evaluate Corrective Action Plans (CAPs) to resolve findings from federal monitors.

iv. Intermediate experience in operational audits that includes specific knowledge of the governmental structures of Puerto Rico, alongside the functional structures of MCOs, MAOs, and PBM systems.

v. At least five (5) years of experience within the last six (6) years in MIP accounting systems, Per Member Per Month (PMPM) accounting logic, preparing and validating data for CMS financial reports, specifically CMS-64 (Quarterly Medicaid Statement of Expenditures) and CMS-37 (Quarterly Medicaid Program Budget Estimates).

f. Performance, Quality Metrics, and Health Data Validation - Demonstrated knowledge in the validation of performance and quality metrics required by CMS. This includes:

i. Intermediate experience with the Healthcare Effectiveness Data and Information Set (HEDIS) metrics system and basic knowledge of medical codes (CPT) and External Quality Review (EQR).

ii. Extensive knowledge of Clean Claims, Prompt Payment, Encounter Data, Medical Loss Ratio (MLR), and Incurred But Not Reported (IBNR) claims.

g. Statistical Sampling - Demonstrated ability and experience performing statistically valid sampling methodologies in strict accordance with CMS standards.

4. Additional Preferrable Experience:

The following additional experience and/or resources and/or certifications are preferrable:

a. Experience analyzing healthcare data in the Puerto Rico market, in Medicaid, and the GHP.

b. The Offeror is an authorized Hyland Partner.

c. Experience in Enterprise Resource Planning (ERP).

d. Experience in the Medicaid Third Party Administrator (TPA) service model.

d. Have an available office, liaisons, and/or resources located in Puerto Rico who are proficient in English and Spanish, both written and orally.

NOTE: The absence of the additional preferred experience and resources mentioned above will not be the basis for disqualification of the Offeror but will be considered when scoring applicable responses.

C. Key Personnel, Experience and Qualification Requirements:

1. The Offeror must propose highly qualified Key Personnel who meet or exceed the minimum experience and qualification standards required to execute the Scope of Work.

NOTE: If Key Personnel is terminated or becomes unavailable for any reason during the term of the Contract, the Contractor shall submit to ASES the resume of the proposed replacement(s) and offer ASES the opportunity to review the qualifications of the proposed replacement(s). Key Personnel must be replaced within thirty (30) Calendar Days of the position's vacancy. ASES shall also approve the adequacy of all staffing levels.

2. The Key Personnel for this procurement process are the following:

a. **Account Manager** – Is the person in charge of the account. Serves as a liaison between the contractor and ASES. Responsible for all coordination of services. This individual must: (a) ensure contract deliverables and applicable Service Level Agreements (SLAs) are met and are properly documented; (b) oversees service delivery and compliance with knowledge transfer responsibilities; (c) leads incident management and escalation processes; (d) tracks and reports on budget utilization, resource allocation, and project milestones; and (e) ensures full documentation and audit trails for all contract-related activities.

Must be highly qualified and experienced, have at least eight (8) years of current relevant experience in public accounting, finance and/or federal grant management, have a total of eight (8) years of recent combined experience in the service areas sought in this RFP, mainly in applicable regulations for the Medicaid/Medicare programs, particularly for MCOs and MAOs. In addition, the Account Manager must have at least five (5) years of experience as an Account Manager, within the last six (6) years, or related managerial functions. Must be proficient in Spanish and English, both written and spoken.

Must have at least a Bachelor's Degree in finance or accounting and a current CPA license.

b. **Healthcare Regulatory / Compliance SME –** Evaluates MCO//MAO/PBM operational compliance against statutory mandates, contract provisions, and Federal/State regulations. Must possess a Juris Doctor (JD) or Master's in Health Law / Healthcare Compliance. Certified in Healthcare Compliance (CHC) or Certified Regulatory Compliance Manager (CRCM). Minimum of seven (7) years in healthcare regulatory compliance including PBMs. Deep knowledge of Medicaid Managed Care rules (42 CFR Part 438), Medicare Part C/D rules (42 CFR Parts 422 & 423), and Fraud, Waste, and Abuse (FWA) statutory frameworks. Comprehensive understanding of the Medicaid Drug Rebate Program (MDRP), statutory Best Price calculations, Average Manufacturer Price (AMP), and the 340B Drug Pricing Program (specifically preventing duplicate discounts). Demonstrate hands on knowledge of how PBM systems function in practice.

c. **Lead Auditor** - Manages risk assessments, holds ultimate responsibility for engagement planning, field testing, regulatory compliance, oversees audits and formal exit conferences with MCOs/MAOs/PBM, and issues the final audit report.

   Must have a Master's Degree in Healthcare Administration (MHA), Business (MBA), Public Health (MPH), or JD. Must be a Certified Public Accountant (CPA) or a Certified Internal Auditor (CIA). It is preferrable to also be a Certified Healthcare Compliance (CHC) or Certified Information Systems Auditor (CISA).

   Minimum of ten (10) years of executive/lead experience managing large-scale healthcare compliance audits or state/federal regulatory oversight programs. Must demonstrate at least four (4) years specifically leading Medicaid/Medicare MCO or PBM audits or oversight. Must have at least seven (7) years of experience conducting GAGAS audits.

d. **Data Analyst** – Performs Data analysis, metrics development, interpretation of statistical information, and provides support in generating reports for decision-making processes. Must have a Bachelor's Degree in Computer Science, Data Analytics, Health Informatics, Management Information Systems (MIS), Statistics, or a related quantitative field. A minimum of four (4) years of professional experience in data extraction, processing, analysis, and modeling. A minimum of two (2) years of direct experience working with state Medicaid program databases, Managed Care Organizations (MCOs/MAOs), or Pharmacy Benefit Managers (PBMs). This includes demonstrable experience handling health insurance claims (EDI 837/835), encounter data, and MMIS/T-MSIS systems. Demonstrable experience in preparing audit data universes, large-scale file reconciliation, and discrepancy analysis for regulatory compliance audits, Program Integrity reviews, or CMS operational reviews. Command of SQL, proficiency in Business Intelligence tools, and working knowledge of standard medical coding sets (ICD-10, CPT, HCPCS, NDC).

e. **Governmental Accounting & Medicaid Financial Specialist(s)**– Personnel specialized in government accounting processes, financial analysis, reconciliations, preparation and review of financial information, as well as support in monitoring and compliance activities. Must possess Bachelor's Degree in Accounting or Finance (CPA license or Certified Government Financial Manager credential **preferred**).

   i. Governmental Accounting Experience: A minimum of five (5) years in the last six (6) years of progressive professional experience performing governmental accounting, general ledger reconciliations, financial statement reviews, and federal grant financial management pursuant to GASB guidelines and 2 CFR § 200 (Uniform Guidance).

   ii. Medicaid Regulatory Expertise: A minimum of three (3) years in the last four (4) years of hands-on experience directly applying Medicaid statutory and regulatory standards (including 42 CFR Part 438), with demonstrated knowledge of Medicaid capitation reconciliations, PMPM financial structures, and federal financial participation (FFP) reporting.

   iii. Systems & Reconciliation Skills: Proven proficiency in reconciling complex financial data originating from Medicaid Management Information Systems (MMIS/PRMMIS), EDI financial files (EDI 835/834), and Medicaid enterprise financial systems.

f. **Technical & MMIS Specialist** - Responsible for the analysis, development, integration, maintenance, and support of technological solutions, including components related to information systems and operational platforms (such as MMIS).

   Must have a Bachelor's Degree in Computer Science, Software Engineering, Information Systems, or a related technical discipline. A minimum of seven (7) years in the last eight (8) years of professional experience in systems development, enterprise software architecture, database management, and platform integration. A minimum of three (3) years in the last four (4) years of direct experience supporting or integrating with state Medicaid Management Information Systems (MMIS), flat-file exchanges, API interfaces, and Medicaid EDI transactions (837, 835, 834, 270/271).

   Compliance & Security: Demonstrated expertise in CMS MITA framework guidelines, NIST cybersecurity controls, and HIPAA Security Rule compliance for handling Protected Health Information (PHI).

g. **Project Managers – Essentially for the SBS and APR-DRG projects in Table 2.**

i. **SBS –** Must demonstrate deep understanding of CMS guidelines for administrative claiming and direct medical service billing within public school districts. Experience working across multi-agency boundaries (e.g., Department of Health, Department of Education, and the State Medicaid Agenc) and managing interagency agreements (MOUs/IAAs). Familiarity with the Individuals with Disabilities Education Act (IDEA) and how Individualized Education Programs (IEPs) intersect with Medicaid billing and medical necessity standards. Understanding of Medicaid cost-settlement processes, quarterly financial reporting, and CMS-approved cost-allocation plans.

Must have 5+ years of PM experience in public sector healthcare administration, specifically managing Medicaid programs, public health grants, or educational health initiatives.

Bachelor's Degree in Healthcare Administration, Public Administration, Public Health (MPH), or Project Management.

Must be proficient in Spanish and English, both written and spoken.

Certifications: PMP (Project Management Professional) **preferred**; CHC (Certified in Healthcare Compliance) is a strong plus.

ii. **APR-DRG -** Must demonstrate:

1. Comprehensive knowledge of the 3M™ APR-DRG system, including Risk of Mortality (ROM) and Severity of Illness (SOI) subclassifications;
2. Understanding of prospective payment systems (PPS), base rates, policy adjusters, outlier calculations, and cost-to-charge ratios (CCRs).
3. Strong grasp of ICD-10-CM/PCS coding rules, DRG assignment logic, clinical documentation improvement (CDI), and hospital billing formats.
4. Familiarity with state Medicaid Management Information Systems (MMIS/PRMMIS), hospital EHRs, and core claims adjudication workflows.

Must have at least five (5) years in the last six (years) experience managing health plan/Medicaid payment transformation projects, hospital reimbursement reform, or health informatics/claims system overhauls.

Must be proficient in Spanish and English, both written and spoken.

Certifications: PMP combined with credentials like RHIA (Registered Health Information Administrator), CCS (Certified Coding Specialist), or CHFP (Certified Healthcare Financial Professional) are preferrable.

V. PROCUREMENT CONTACT:

A. ASES has designated a Procurement Contact who is the sole point of contact regarding this process, from the date of issuance until selection of the successful offeror. Therefore, any inquiries or requests regarding this procurement shall be submitted only to the Procurement Contact, in writing, and by email. 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.

B. 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.

C. Questions shall be clearly labeled and shall cite the specific source that forms the basis of the question.

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

E. Contact information for the Procurement Contact is as follows:

Martha L. Vélez González, Esq.
Procurement Contact
Urb. Caribe Sector El Cinco
1549 Calle Alda
San Juan, PR 00926-2712
Tel. (787) 474-3300 xts. 3101 & 3003
asesprocurement@ases.pr.gov

VI. TERMS AND CONDITIONS

A. Services will commence from the date of signature of the contract until June 30, 2027, and may be renewed, upon ASES's sole discretion, for two (2) additional terms of one (1) year each, subject to availability of funds.

B. By submitting the proposal, the Offeror acknowledges and agrees that:

a. It has the power to bind and comply with all parameters and requirements applicable to government procurement of professional services;
b. All information submitted is true and verification may be requested;
c. It accepts the evaluation process as further explained; and that
d. The proposal containing any false or incorrect information will be discarded.

C. Any costs or expenses incurred by the Offeror in preparing, transmitting, or presenting any Submission in response to this RFP, and/or related to the preparation for Contract effectiveness shall be borne solely by the Offeror. Likewise, ASES assumes no liability for work performed by the selected Offeror in anticipation of a binding Contract prior to the signature of the Contract.

D. If the selected Offeror is a legal entity, as part of the documents to be delivered prior to the formalization of the contract, a certification will be required in which the names of all the owners, shareholders and officers of the corporation to be hired are declared.

E. At its sole discretion, ASES may communicate with individuals and/or firms that submit proposals to clarify any doubts or coordinate an interview and presentation in person or virtually.

F. The Offeror's Proposal shall remain valid and binding for a period of ninety (90) calendar days following the submission due date. Upon execution of the Contract, the pricing and cost terms submitted by the successful Offeror shall constitute a firm and irrevocable offer for the entire duration of the Contract, including any extensions or renewals authorized by ASES. No additional costs, rates, fees, or charges shall be payable to the successful Offeror unless expressly authorized in writing by ASES through a formal amendment or modification to the Contract.

G. **Reservation of Rights; Partial and Multiple Awards**:

1. ASES reserves the right, at its sole and absolute discretion, to accept or reject any or all proposals, in whole or in part, received in response to this RFP.
2. ASES further reserves the right to waive any minor informalities, technicalities, or irregularities in any proposal received when it is deemed in the best interest of the Administration.
3. ASES reserves these rights without incurring any liability to the Offerors. Offerors shall not be entitled to reimbursement for any costs incurred in preparing their proposals in the event ASES exercises these rights.
4. Consistent with these rights, ASES explicitly reserves the option to:

   a. Cancel or modify this RFP at any time.
   b. Award the contract in whole or in part, which includes the right to award only specific tasks listed within the SOW, while electing not to award others.

c. Exclude or cancel any individual task, deliverable, or line item from this solicitation prior to contract execution and assign, sub-contract, or execute such tasks through alternative procurement mechanisms, existing contracts, or internal agency resources.
d. Split the award among multiple Offerors if it is determined that dividing the technical responsibilities will yield greater operational efficiency, specialization, or financial benefit for the Plan Vital program and the population it serves.

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

I. This RFP in no manner obligates the Government of Puerto Rico or any of its agencies to use any proposed professional services until a valid written Contract is executed and approved by the appropriate authorities. If within a reasonable time after the Notice of Intent to Award is issued, a Contract is not finally executed between ASES and the selected Offeror, ASES reserves the right to cancel said award, and award the contract to the next best Offeror.

J. The selected Offeror must comply with the entire government procurement process and requirements. Any Offeror concerns must be promptly brought to the attention of the Procurement Contact.

K. This process and ensuing contract and any agreement with Offerors that may result from it shall be governed by the laws of the Government of Puerto Rico and, where appropriate, the body of laws applicable to federal grants.

L. The Contract between ASES and the Offeror selected will be provided by ASES. See Attachment 4, Model Contract. 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.

M. ASES is an equal-opportunity employer, and strongly encourages contractors to include and involve small, minority, and woman-owned businesses as part of their proposals. Selected Offeror shall comply with all applicable state and federal labor laws and regulations including, without limitation, Fair Labor Laws, Equal Employment

Opportunity Program requirements, unemployment tax, temporarily disabled tax, worker's compensation and social security taxes.

N. The Offeror cannot discriminate on account of race, nationality, economic condition, social condition, sex, 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.

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

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

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

VII. SCHEDULE

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

Action	Responsible Party	Date
1. Issuance of RFP	ASES	July 23, 2026
2. Notice of Intent to Participate	Potential Offerors	July 30, 2026
3. Deadline for questions	Potential Offerors	July 30, 2026
4. Publishing Responses to Written Questions	ASES	August 6, 2026
5. Submission of Proposals	Offerors	On or before August 11, 2026
6. Notice of Intent to Award Contract	ASES	On or before September 4, 2026

7. Request for Judicial Review	Offerors	Twenty (20) days after the notification of the Notice of Intent to Award as per Section 4.2 of Puerto Rico Act No. 38-2017 as amended.
8. Contract Execution & Commencement of Services	ASES and Awarded Offeror	On or before September 11, 2026

NOTE: Dates are subject to change based on number of Proposals to evaluate and ASES reserves the right to adjust the event dates subject to its operational needs and FOMB and other government approvals. ASES also reserves the right to request additional/clarification information from any Offeror at any time during the process.

VIII. NOTICE OF INTENT TO PARTICIPATE AND PROCUREMENT DISTRIBUTION LIST

A. Notice of Intent to Participate

1. The submission of a Notice of Intent to Participate (Appendix A of this RFP) creates no obligation and is not a prerequisite for submitting a proposal in this process but it is helpful to facilitate communications of responses to questions, any RFPs amendments or other notices and communications relating to this process.

2. Nonetheless, Potential Offerors are encouraged to promptly return by email the Notice of Intent to Participate and preferably not later than July 30, 2026, to have their organization placed on the procurement distribution list and receive the username and password to access the secure site (ASES ShareFile) where proposals will be uploaded.

3. The form must be signed by the Offeror's representative authorized to legally bind the Offeror, dated, and returned to ASESPROCUREMENT@ASES.PR.GOV.

4. 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.

   WARNING: FAILURE TO SUBMIT THIS FORM AT LEAST ONE BUSINESS DAY BEFORE THE DATE OF SUBMISSION OF THE PROPOSAL WILL BE INTERPRETED AS A DECLINATION TO PARTICIPATE IN THIS PROCESS.

5. At a minimum, the procurement distribution list will be used to distribute:
   - Written responses to questions*; and

- Any RFP amendments*.

*THESE DOCUMENTS WILL ALSO BE POSTED IN ASES's WEB PAGE UNDER "CONTRATACION GUBERNAMENTAL"/"RFP Activos". Regardless of submitting a Notice of Intent to Participate, Offeror's are responsible for monitoring the official posting site of the RFP for any information, amendments or notifications.

IX. QUESTIONS

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

B. All questions and concerns regarding this request for proposals must be made exclusively in writing to the attention of the Procurement Contact, at the email address ASESPROCUREMENT@ASES.PR.GOV and include the reference number of this Notice #RFP-2026-001(CU & FIN) in the subject line.

C. The questions must be submitted on or before **July 30, 2026,** using Appendix C of this RFP.

D. Responses will be provided by email and posted on ASES's web portal along with this RFP.

X. SUBMISSION OF PROPOSAL AND PROPOSAL FORMAT

A. The proposal must be submitted on or **before 11:59 PM (AST) on August 11, 2026.**

B. The entire proposal must be uploaded electronically onto ASES's ShareFile. Offerors must place their complete submission into the appropriate folders created under the Offeror's name on this secure site. ASES will not accept physical (hard copy) submissions, email transmissions, or any other alternative electronic delivery methods. Proposals received after the established date and time will be automatically rejected. Failure to upload a complete proposal before the definitive deadline shall result in immediate disqualification.

C. The proposal must include, as the Cover Page, a Letter of Transmittal (Appendix B of this RFP) signed by a person authorized to legally bind the Offeror. All pages shall include the RFP title "RFP#2026-001 (CU & FIN)" consistently in either the footer or header on each page. The proposal (including appendixes) must be drafted in the English language, excluding certifications and/or documents issued by the Government of Puerto Rico.

D. The Proposals must be in Microsoft Word or a searchable PDF format and shall not be password protected or locked.

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

F. The cost proposal must be included in a separate file from the service proposal and its content must not be mentioned in the rest of the proposal.

G. Submission of Confidential Information and Redacted Proposal:

1. If any portion of a proposal contains proprietary data, trade secrets, or business secrets that the Offeror deems confidential under applicable law, the Offeror must submit a **separate**, **fully redacted electronic copy of the proposal**. This redacted version will be used by ASES to satisfy public disclosure and third-party information requests.

2. Mere labeling of a document as confidential or proprietary will not suffice and will not be considered a redacted document. In a separate attachment, Offeror shall supply a listing of the provisions identified by Section/subsection number for which it seeks confidential treatment and identify the statutory basis or bases under federal law and/or Puerto Rico Law, including a detailed justification for exempting the information from public disclosure.

3. **Blanket labeling of the entire document as "confidential" or "proprietary," shall result in the Proposal not being evaluated.**

4. Failure to provide a redacted copy at the time of submission constitutes an absolute waiver of confidentiality. In the absence of a redacted version, ASES will release the proposal as originally submitted in response to any valid public records or third-party request.

H. ASES reserves the right to request additional information from the Offeror.

I. Submission of a response to this RFP constitutes acceptance of the evaluation process further explained in 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.

XI. EVALUATION AND SELECTION CRITERIA

A. <u>General Information</u>:

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

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

3. **Right to Investigate**: ASES reserves the right to conduct any investigations it deems necessary or prudent to verify the operational ability, background, and compliance status of the Offeror and its proposed subcontractors.

4. The absence of any additional preferred experience or qualification will not be the basis for disqualification of the Offeror but will be considered when scoring applicable responses.

B. <u>General Requirements</u>:

To be considered for contract award, the Offeror must satisfy the following general requirements:

1. **Timeliness and Responsiveness**: A late or non-responsive proposal will be disqualified. A responsive proposal is one that was submitted within the time and date established in this RFP, complying with all minimum experience and qualification requirements stated in this RFP and with its instructions.

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

2. **Understanding of the Scope of Work:** Demonstrate a comprehensive understanding of ASES's institutional needs, the specific services sought, and the associated operational responsibilities. The Offeror must clearly define its role as a strategic partner and advisor, illustrating how its contributions will advance ASES's strategic goals and objectives.
3. **Operational Capacity & Readiness:** Demonstrate that the resources to be provided have vast experience and extensive proficiency in healthcare and government affairs, federal regulations in the area of healthcare, particularly CMS regulations for both Medicaid and Medicare, public accounting, grant management of federal funds, finances in the government sector. Demonstrate the structural and operational capacity to perform all services and fulfill all contractual requirements. Demonstrate has in place a clear sampling strategy, data validation protocols, risk assessment models, and an understanding of how to handle evidence defensively. The Offeror

must certify its readiness to commence full-service delivery immediately upon contract execution.

4. **Financial Health:** Demonstrate the financial solvency, stability, and liquidity necessary to successfully sustain the operations outlined in this RFP.
5. **Legal & Regulatory Compliance:** Certify that the Offeror and any proposed subcontractors are in full compliance with all applicable local and federal legal requirements governing government service providers.
6. **Absence of Conflicts of Interest:** Provide definitive assurances to ASES that awarding the contract will not create a conflict of interest. (Refer to **Attachment 2** of this RFP for detailed compliance and disclosure requirements).

C. Scoring Summary:

Proposals will be weighted using the following Table:

Section Title	Section Weighting	Maximum Available Points
Mandatory Requirements	Pass/Fail	Pass/Fail
Technical Proposal	80%	1600
Cost Proposal	20%	400

D. Mandatory Requirements Evaluation

Failure to adequately meet any Mandatory submission requirement may cause the entire Proposal to be deemed non-responsive and be rejected from further consideration. However, ASES reserves the right to waive minor irregularities and minor instances of non-compliance. Each proposal will be scored as either Pass or Fail for each Mandatory Criteria set forth in Section XII of this RFP.

E. Technical and Quality Proposal Evaluation

1. Only those proposals that passed the Mandatory Requirements evaluation will have their technical proposal evaluated. The evaluation will consider the completeness, thoroughness, and how it is demonstrated that the Offeror meets or exceeds the RFP requirements.

2. The technical and quality of the service evaluation will be scored as follows:

EVALUATION CRITERIA	MAX. POINTS PER AREA	RELATIVE WEIGHT
Overview, history & overall company experience, including experience in similar size and scope	275	17%
Key Personnel experience and qualifications	325	20%
Operational Readiness and Organizational Capacity	150	9%
Service Proposal	800	50%
References	50	3%
Total maximum technical points	1600	100%

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

[Left blank intentionally]**Point Value**	**Criteria**	**Confidence Level**	**Description**
4	Excellent	High Confidence	The proposal's response demonstrates an excellent ability to meet ASES's requirements. The evaluation team has a high degree of confidence in the Offeror's ability to perform under the Contract. The proposal addresses 90-100% of the required elements, high confidence that it can meet all the requirements, adds value, exceeds quality or expectations. Provides detailed implementation plan with milestones and KPIs, including multiple examples, case studies, or performance metrics. Demonstrates innovation, best practices, or added efficiency. Shows experience beyond minimum qualifications and proven outcomes. In sum, the response demonstrates an excellent ability to perform under the Contract.

[Left blank intentionally]**Point Value**	**Criteria**	**Confidence Level**	**Description**
3	Satisfactory	Reasonable Confidence	Meets requirements with clear plan and documentation. Addresses 80–89% of required elements. Response is clear, complete, and relevant. Includes implementation plan, staffing, and timelines. Provides at least one example or supporting document. Demonstrates compliance with minimum standards.
2	Partial	Low Confidence	Meets some requirements, lacks detail or evidence. Addresses 50–79% of required elements. Response is incomplete, weak or lacks depth and/or key elements. Limited documentation or examples. Implementation plan is vague or lacks feasibility.
1	Unsatisfactory	No Confidence	Vague or incomplete response, missing key elements. Addresses <50% of required elements. Response lacks clarity, detail, or relevance. Significant omissions or inconsistencies. No supporting documentation or examples. Metrics, timelines, or staffing are vague or absent.
0	Nonresponsive	No Confidence	No relevant response provided. Proposal section is missing or irrelevant. No evidence of understanding or capability. Fails to address any required elements. No documentation, examples, or metrics provided. Unacceptable.

4. Points to each question or evaluation area will be awarded as follows:

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

5. References Evaluation

a. ASES reserves the right to check any references, regardless of the source of reference information, including but not limited to, those that are directly provided by the Offerors, and/or those that are identified during the review of the Proposal. Results of these reviews are intended to contribute to the recommendation of the Evaluation Committee. In the case of Major Subcontractor(s), the evaluation will include the references provided by said Major Subcontractor(s).

b. Generally, the distribution of maximum points will be as follows:

   i. Offeror 2% of the 3%
   ii. Major Subcontractor – 1% of the 3%

   NOTE: ASES reserves the right to reassess the weight of the major subcontractor(s) reference value points depending on the percent of the scope of work and the core tasks to be performed by each major subcontractor in comparison to the Offeror.

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

d. The contact person at each reference site will be contacted by the Procurement Contact and provided a standard reference form with a short questionnaire to be completed by said contact person. The questionnaire will include background questions (scope of work, length of use); overall satisfaction in terms of performance, responsiveness, quality of service, compliance with contract requirements; and satisfaction in specific areas (i.e. responsiveness to and compliance with a corrective action plan or enforcement activity).

e. Other information included in the questionnaire will also be considered by ASES in its overall and holistic evaluation of the Offeror. Information to be requested and evaluated from references may include, but is not limited to, some or all of the following:

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

F. Cost Proposal Evaluation:

1. Only the top three (3) responsive offerors will have their cost proposal evaluated. If the difference in scores between the third and fourth place is less than ten percent (10%), the fourth place will also move to cost proposal evaluation.

2. The Evaluation Committee reserves the right to revisit proposals if a technical and/or cost deficiency is discovered during the evaluation. If the Evaluation Committee determines that a proposal is non-responsive and rejects it after opening cost proposals, the Procurement Contact will recalculate scores for each remaining responsive cost proposal to determine (or redetermine) the apparent best-ranked proposal.

3. The Cost Proposal may be determined non-responsive if the Offeror fails to comply with the Cost Proposal instructions and requirements.

4. Points will be given for the sum of the Total Annual Costs proposed for the base contract term and optional years. The Offeror's cost proposal with the lowest total price will receive the highest available points allocated to cost. The total maximum number of points for Cost Proposal is 400 points.

5. The points allocated to higher-priced proposals will be equal to the lowest proposal price (LPP) multiplied by the maximum points available for cost, divided by the cost proposal being evaluated.

LPP x 400/ Offeror's Y Cost Proposal

For example:

Offeror	Base Term	Optional Years (2 & 3)	Sum of Total Annual Costs	Cost Points
A	$250,000	$355,000	$605,000	391* (standard rounding applies)
B	$240,000	$350,000	$590,000	400
C	$400,000	$350,000	$750,000	315

6. ASES may, at its sole discretion, request a Best and Final Offer (BAFO) from the top three ranked Offerors. ASES reserves the right to request more than one BAFO from each of the selected Offerors. A request for a BAFO does not guarantee an award or further negotiations.

XII. MANDATORY REQUIREMENTS PROPOSAL

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

B. Financial and Legal Documentation and Other Certifications -

1. **Dun and Bradstreet Reports**: Offerors with a Dun and Bradstreet number must include a Comprehensive Insight Plus Report, Business Information Report, or Credit eValuator Report (collectively referred to as "Dun and Bradstreet Reports"). If do not have one, please state so.

2. Provide financial statements prepared by an independent Certified Public Accountant (CPA) for the three (3) most recent fiscal years (2023, 2024, 2025). If the Financial Statements for the latest full fiscal years have not been issued, submit Management-prepared financial statement and related notes. Explain any negative financial information in the Offeror's financial statements.

   At a minimum, financial statements must include:
   i. Balance sheet;
   ii. Income statement;
   iii. Statement of changes in financial position;
   iv. Statement of cash flows; and
   v. Capital expenditures.

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

3. Provide the current Month-End Balance Sheet and Year-to-Date Income Statement at the time of Proposal submission.
4. Provide a current month-end detail of any significant outstanding account receivable and payable balances that represent, alone or when added to other accounts of the same category, more than seventy-five percent (75%) of account receivable and payables, respectively.
5. Provide a sworn statement of any 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. **See Appendix I of this RFP**.
6. Provide a list of current and 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. Include contact information for each contract, term of the contract, type of service provided and number of years of business relationship. **See also Appendix I of this RFP.**
7. Provide a sworn statement certifying whether there is any pending or recent (within the past five (5) years) litigation against the Offeror. The Offeror does not need to report

workers' compensation cases. If there is a pending or recent litigation against the Offeror, the Offeror shall:

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

ii. 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. **See Appendix I of this RFP.**

8. Provide a sworn statement 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. 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 the plan of reorganization and the anticipated timeframe of tis approval. **See Appendix I of this RFP.**

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

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

11. Provide a sworn statement that indicates the government agencies with which the Offeror has or is in contract negotiation process. **See Appendix I of this RFP.**
12. Provide your unique identification number "UEI Number" and evidence of active registration in the System for Award Management (SAM) https://www.sam.gov/SAM/.

13. Provide a sworn statement 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 are not currently trained, explain why and submit a Certification to the effect that, if awarded a contract, will fully comply with this requirement. **See Appendix I of this RFP**.

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

15. **RUP** - Certification of the Single Registry of Professional Service Providers

a. Provide a current Certification of the Single Registry of Professional Service ("RUP" for its Spanish acronym) issued by the Puerto Rico General Services Administration ("Administración de Servicios Generales de Puerto Rico" or "ASG" for its Spanish acronym).

NOTE: If the current certification expires before the signature of the contract, the successful Offeror must provide a current certification at the time of signature. Failure to provide the same at the time of signature of the contract will cause the cancellation 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.

b. 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 XII-B15.c below.

c. 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:

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

ii. 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 cancellation of the Award in favor of said Offeror, the issuance of a new Award in favor of the next best Offeror that complies with this requirement, if determined by ASES to be in the best interest of Plan Vital and the Government, and the Offeror will have no legal recourse against ASES.

d. If the Offeror is not registered in the RUP at the time of submission of the Proposal the Offeror will be given an automatic term of five (5) business days, from the date of the deadline for the submission of the Proposal, to submit the RUP Certification. See, Article 3.3 of the Regulations on the Sole Registry of Bidders for the Government of Puerto Rico, #9301. If at the term of the five (5) business days, the Offeror does not have the certification, it must comply with the requirements of Section XII.B.15.c of this RFP.

Failure to comply with this requirement may be cause for 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.

16. Include a signed Lobbying Certification (Appendix H).
17. Provide a copy of all current liability insurance policies, including at a minimum the following, and information on the policy limits:
    i. Workers' Compensation Insurance;
    ii. Unemployment Insurance;
    iii. Commercial General Liability Insurance;
    iv. Commercial Auto Liability Insurance;
    v. Professional Liability Insurance;
    vi. Errors And Omissions;
    vii. Excess Liability Insurance;
    viii. Cyber Security.

    If the Offeror currently does not possess some or any of said policies, explain why, submit a sworn statement to that effect and attest that if awarded the RFP, the Offeror will comply with ASES's insurance policy requirements. **See Appendix I of this RFP.**

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

19. **Conflict of Interest -** The Offeror shall indicate whether any aspect related to the anticipated service under this proposal creates an actual or potential conflict of interest. If a direct/indirect, actual/potential conflict exists, it must be explained in sufficient detail. The Offeror must provide the following documentation for ASES to evaluate any type of Conflict of Interest:

    a. Independence and Conflict of Interest Certification. (Appendix D)

    b. Conflict-of-Interest Affidavit (Appendix D-1).

    c. Provide any relevant documentation regarding your organization's relationship to parent, affiliated and/or related business entities, including, but not limited to subcontractors, subsidiaries, joint ventures, or sister companies.

WARNING: ASES reserves the right to reject a proposal or impose additional conditions on offerors based on its best interest and at its sole discretion.

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

21. Redacted Proposals - If the Offeror requests confidential treatment;

a. Submit one (1) copy of the full Proposal (including the Cost Proposal) with proposed confidential information redacted according to the instructions of this RFP. The redacted copy must tell the general nature of the material removed and shall retain as much of the Proposal as possible.

b. 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.

c. If the Offeror does not request confidential treatment of any portion of its proposal, it must submit a certification to that effect agreeing to release and hold harmless ASES, the Government of Puerto Rico and the Federal Government. See Appendix I of this RFP.

22. Subcontractor(s) –

a. Identify each subcontractor that will be used for the provision of services under this RFP, 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.

b. If the Offeror will be using a major subcontractor(s), as the term is defined in this RFP (See Attachment 2), for functions and responsibilities under the Scope of Work of this RFP, it must provide the following documents, signed and submitted by the Major Subcontractor:

i. Describe the Major Subcontractor's form of business (e.g., individual, sole proprietor, corporation, nonprofit corporation, partnership, Limited Liability Company, or similar) and detail the names, addresses, telephone numbers, and email addresses of its officers and directors and any partners, if applicable.

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

- ✓ General description of primary business of the organization and its client base;
- ✓ Organization's areas of specialization;
- ✓ Describe the Major Subcontractor'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 the clients;
- ✓ Length of time organization has been in business.

iii. Provide all documents, information, certifications and sworn statements required under Section XII-B, items 6-21.

iv. Dun and Bradstreet Reports: If the Major Subcontractor has a Dun and Bradstreet number, it must include a Comprehensive Insight Plus Report, Business Information Report, or Credit eValuator Report (collectively referred to as "Dun and Bradstreet Reports").

v. Provide References as required under Section XII-C-5 of this RFP.

NOTE: ASES reserves the right to request additional information and documentation on the Major Subcontractor, including, but not limited to, certain financial information requested from the Offeror.

C. TECHNICAL AND QUALITY PROPOSAL (Maximum 1600 Points):

The Offeror shall complete all requirements, including the narratives and required appendices, in this section. If the Offeror intends to utilize a subcontractor(s), the Offeror must provide the name of the subcontractor in the response.

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

1. **OVERVIEW, HISTORY & OVERALL COMPANY EXPERIENCE INCLUDING EXPERIENCE IN SIMILAR SIZE AND SCOPE (Total Maximum Points 275):**

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

      i. 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.

      ii. General description of primary business of the organization and its client base.

      iii. Organization's areas of specialization.

      iv. Size of organization, including structure. The organizational chart or diagram should present information clearly and concisely and include, at a minimum, the lines of authority and reporting and roles and functions for each position. Include a narrative description to supplement the chart or diagram.

      v. The length of time the organization has been in business, as well as how long the organization has been providing the type of professional services sought in this RFP.

   b. The Offeror must provide a comprehensive narrative detailing its corporate experience in the Medicaid and Medicare Managed Care markets. Your response must explicitly address the following points and should **not exceed five (5) pages**:

i. Operational History & Continuity: Document your entity's continuous hands-on experience within the MCO model over the required eight-out-of-nine-year look-back period. Clearly state the start and end dates of the qualifying engagements to prove this timeline.

ii. CMS Regulatory Alignment: Conclusively demonstrate how your past and current engagements have required active, direct involvement with the current regulatory frameworks, operational structures, and programmatic requirements enforced by the Centers for Medicare & Medicaid Services (CMS).

iii. Jurisdictional Relevance: Detail your firm's specific experience navigating the unique local and federal dynamics of the Puerto Rico healthcare market. If your experience was gained in another jurisdiction, demonstrate how those programs are directly comparable to Puerto Rico's dual Medicaid/Medicare environment (e.g., handling specific dual-eligible populations, capitation structures, or territorial funding limits).

> **Note**: All projects cited in this narrative must cross-reference and match the specific project histories submitted under the Experience and Qualification Matrix here in below.

c. Business Qualifications and Experience:

Offerors must demonstrate that they possess the necessary qualifications, technical capability, and experience, **as a business entity**, to successfully perform the scope of work required under this RFP.

To demonstrate compliance, the Offeror must submit a narrative response detailing how they meet or exceed each of the specific qualification and experience requirements listed in Section IV-B-3 (a) through (g) of this RFP. For each qualification or experience requirement, the Offeror must complete and include the Experience and Qualification Matrix provided herein documenting the relevant engagements that prove this experience.

Failure to provide complete information or omit any requested matrix field may result in the disqualification of the proposal.

BUSINESS EXPERIENCE AND QUALIFICATION MATRIX

ITEM	INFORMATION REQUESTED	OFFEROR RESPONSE
-	**RFP Requirement Alignment**	[Indicate which requirement(s) (1 through 6) this project satisfies]
i.	**Project Title**	
ii.	**Project Role**	[ ] Primary Contractor [ ] Subcontractor
iii.	**Name of Client Agency or Business**	
iv.	**General Description of Scope of Work**	[Provide a detailed summary highlighting the specific technical requirements met, e.g., HEDIS, GAGAS audits, MLR, Puerto Rico government structures, etc.]
v.	**Contract Dates (Start & End)**	**Original Start Date:** MM/DD/YYYY **Original End Date:** MM/DD/YYYY
vi.	**Early Termination Details (if applicable)**	If the contract was terminated for any reason before completion, detail the reason(s) here:
vii.	**Project Budget**	$____________________
viii.	**Timeline & Budget Compliance**	Were services provided timely and within budget? [ ] Yes [ ] No (If no, please explain):
ix.	**Damages, Penalties, or Withholds**	Detail any damages, penalties, disincentives assessed, or payments withheld during the contract:
x.	**Administrative / Regulatory Proceedings**	List all administrative or regulatory proceedings, or adjudicated matters related to this service, to which the Offeror has been a party:

BUSINESS EXPERIENCE AND QUALIFICATION MATRIX		
ITEM	**INFORMATION REQUESTED**	**OFFEROR RESPONSE**
xi.	**Client Project Manager Contact Information**	**Name/Title:** **Address:** **Telephone Number:** **Email Address:**

2. KEY PERSONNEL EXPERIENCE AND QUALILFICATIONS – (Total Maximum Points 325)

Describe the experience and expertise of the specific individuals within the Offeror's organizational structure who would perform the services outlined in this RFP and that have been identified as the required Key Personnel.

For each required Key Personnel role (See Section IV-C of this RFP), the Offeror must submit:

a. A completed Key Personnel Qualifications Matrix. ***Offerors must customize the matrix for each required key personnel.***
b. A detailed Curriculum Vitae (CV) / Resume.
c. Evidence of experience and credentials (e.g., copies of relevant professional certifications, licenses, or diplomas).
d. To validate compliance with the English and Spanish language requirement, as mentioned in Section IV-C of this RFP, the Offeror must include a video submission, as required by Appendix J. In addition to the video submission, ASES reserves the right to schedule an additional video call with key personnel to further validate the language requirement compliance.

Example of the Key Personnel Qualifications Matrix:

KEY PERSONNEL QUALIFICATIONS MATRIX		
Item	**Evaluation Criteria**	**Proposed Personnel Response**
1.	**Proposed Role**	**Account Manager**

KEY PERSONNEL QUALIFICATIONS MATRIX		
Item	**Evaluation Criteria**	**Proposed Personnel Response**
2.	**Candidate Name & Title**	**Name:** **Current Corporate Title:**
3.	**Primary Responsibilities**	***[Briefly describe the candidate's anticipated role and daily responsibilities under this contract]***
4.	**Total Combined Experience** ***(Req: Minimum [XX] Years)***	**Total Years of Combined Experience: ______ Years** ***Break down total years of experience across the required service areas:*** **• Medicaid/Medicare Program Oversight: ____ Years** **• Operational & Financial Audits: ____ Years** **• Regulatory Compliance Monitoring: ____ Years**
5.	**Role-Specific Managerial Experience** ***(Req: Minimum [X] Years within last [X] Years)***	**Total Years as Account Manager/Managerial Role: ______ Years** ***List relevant managerial positions held within the required look-back period:*** **1. Title: ___________**
6.	**Language Verification**	**English: [ ] Proficient (Written/Spoken)** **Spanish: [ ] Proficient (Written/Spoken)**

KEY PERSONNEL QUALIFICATIONS MATRIX		
Item	**Evaluation Criteria**	**Proposed Personnel Response**
7.	**Education & Professional Certifications**	**Highest Degree Earned: ______________________** **Relevant Licenses/Certifications (e.g., CPA, CIA, PMP):** **1. ________________________________** **2. ________________________________**
8.	**Summary of Core Competencies & Key Achievements**	***[Offeror to provide a narrative summary (max 300 words) demonstrating why this candidate is highly qualified***
9.	**Required Attachments Included?**	**[ ] Curriculum Vitae (CV) / Resume Attached** **[ ] Evidence of Experience / Professional Certifications Attached** **[ ] Video of language proficiency**

3. OPERATIONAL READINESS AND ORGANIZATIONAL CAPACITY (Total maximum available points -150)

a. Describe the existing infrastructure, management structures, and available technical resources that will be immediately leveraged to support and perform all required scope of work services under this RFP by the expected Go Live Date without disrupting your current operations. (50 points)

b. Describe your onboarding process and resource mobilization plan. Include your staffing plan to comply with all duties and responsibilities of the Contractor as stated in the Scope of Work, in a time sensitive manner. If you intend to subcontract some of the required services, describe the processes for selecting a subcontractor and assuring the Contractor provides high quality services. Provide details regarding the Offerors' approach to assure the subcontractor will be ready to provide services in time for Go-Live and the contingency plan if the subcontractor is not deemed ready and/or ASES does not approve the subcontract. (50 points)

c. Describe the methods to be utilized to maintain the level of cooperation with ASES necessary for proper performance of all contractual responsibilities and to apprise ASES of any issues and status of projects. (50 points)

4. **SERVICE PROPOSAL** – (Maximum Points – 800)

   a. Describe the full scope of the service to be offered by describing the mode of operation for the provision of each service offered, the methods and processes you will use to complete each task, service and objective outlined in the scope of work. If the Offeror will use any subcontractors for the services to be provided, clearly specify the tasks and services that will be performed by said subcontractor.

      Responses must strictly follow the order of the Scope of Work (SOW) set forth in Tables 1 and 2.

   NOTE: Any subcontractor must be previously authorized by ASES.

   b. Describe the sampling strategy, data validation protocols, risk assessment models you have in place to conduct the different types of audits required under this SOW and how you handle evidence defensively.

5. **REFERENCES:** (Maximum Points – 50)

   a. The Offeror must provide at least three (3) professional business references from contracts executed within the last two (2) years that are similar in size, scope, and complexity to the services required under this RFP.
   b. To ensure the references demonstrate relevant capabilities, the submission must comply with the following criteria:

      i. Mandatory Healthcare Reference: At least one (1) of the three (3) required references must be from a state Medicaid agency, a federal healthcare oversight entity, or a large-scale private healthcare insurance organization.

      ii. References must reflect work performed by the Offeror, as a business entity, and not individual experience of recently hired staff.

      iii. It is preferable that references are provided for services that were procured in a competitive environment.

      iv. The Offeror may not use ASES as a reference to fulfill this requirement. Individuals who are currently employed or contracted as consultants by ASES are not eligible to be references. Former ASES employees can be used as references, in as much as the business reference is not related to such employees' work in ASES.

v. For each reference, the Offeror must provide the following information within the proposal:

- ✓ Client organization name and industry type (e.g., State Medicaid, Private MCO).
- ✓ Contract start and end dates.
- ✓ A brief description of the scope of work performed (highlighting similarities to this contract).
- ✓ Contact information for the client's designated Project Manager (Name, Title, Phone Number, and Email Address).

NOTE: ASES reserves the right to contact any provided reference to verify performance history, timeline adherence, and overall service quality. Unreachable references or negative performance reports may result in a lower evaluation score or disqualification.

c. Include a letter addressed to the Executive Director of ASES authorizing ASES to contact said business references.

NOTE: Given that this is an evaluation criterion that will be scored, the Offeror must make sure that the contact information provided is current and that the references provided will answer ASES's request for information.

XIII. COST:

A. The cost proposal must be submitted in a separate file from the service proposal, using the format included in Appendix G (Cost Proposal Template) that addresses all costs associated with meeting the requirements of the Scope of Work of this RFP and rates per hour.

B. Each page must be identified with the name of the Offeror and signed by the person authorized to legally bind the Offeror.

C. The Offeror's Proposal must include the cost for three (3) contract terms, which is comprised of the base term (which is shorter than a 12-month period) and the two (2) optional extension years.

D. The Cost Proposal shall include in Table 1 the all-inclusive hourly rate per staff title or job position for each staff category to be used in the provision of services under this RFP. Key Personnel must be included in the table. The billing rates must be fixed throughout the contract term. These rates may be used for invoicing purposes only.

WARNING: Be aware that in the event that multiple members of the key personnel identified in the Proposal's Scope of Work attend an administrative meeting, ASES shall compensate only for the highest applicable billing rate among those present. Thus, ASES shall not be liable for multiple billing rates corresponding to each individual attendee in such administrative meetings.

E. In Table 2 of the Cost Proposal Template, the Offeror must provide the Total Annual Cost for the Scope of Work (SOW). This breakdown must reflect the Offeror's realistic estimate of the effort required to fulfill all contractual responsibilities. For each staff position title, the Offeror must provide detailed information, including but not limited to:

1. The number of Full-Time Equivalents (FTEs);
2. The estimated number of annual hours; and
3. The applicable hourly rate.

NOTE: Offerors may attach additional pages if more space is required to fully detail their resource allocation.

F. For evaluation and scoring purposes, the Offeror must include in Table 3 of the Cost Proposal an all-inclusive blended hourly rate. This is the rate that will be used for evaluation and scoring purposes. This Blended Rate must be multiplied by 16,500 annual (contract term) hours.

G. For standardized evaluation and scoring purposes, the Total Annual Cost submitted in Table 2 must mathematically reconcile with Table 3 as follows:

Total Annual Cost = Blended Rate X 16,500 Total Annual Hours

Important Evaluation Note: The 16,500 annual hours baseline is an estimate established by ASES strictly to ensure a fair evaluation. While Offerors may propose a different operational level of effort within their narrative or Table 2 breakdown to reflect their unique methodology, the formal Cost Proposal score will be calculated using this mandatory evaluation baseline.

H. No Guarantee of Volume: ASES makes no guarantee of work volume, resource usage, or total compensation to be paid under any resulting contract. The amounts submitted by the Offeror for each contract year (including optional extensions) shall constitute the Offeror's firm, binding Cost Proposal under this procurement process.

I. ASES desires to have additional information on proposed costs of the projects requested in this RFP. Although the cost for said projects must be included in the total costs and information provided under Tables 2&3, the Offeror must provide under Table 4, the proposed cost for each of the projects mentioned, as a stand-alone. See Section VI.G.4 of the RFP. In the right column, the Offeror must provide all relevant information to explain the cost of each deliverable.

J. ASES will not accept travel expenses as part of the Cost Proposal under this RFP.

K. The Cost Proposal should provide sufficiently detailed information to allow ASES to assess the reasonableness of the Offeror's cost.

XIV. NOTICE OF INTENT TO AWARD CONTRACT:

A. Upon final selection of the successful proposal, the Executive Director of ASES will issue a written Notice of Intent to Award to the selected Offeror, indicating acceptance of the proposal and the agency's intent to execute a formal contract.
B. In compliance with applicable state procurement regulations, a copy of the Notice of Intent to Award will be distributed simultaneously to all participating Offerors, formally concluding the evaluation phase of this procurement process.
C. In case that only one Proposal is received or that only one Offeror is a responsive offeror, ASES reserves the right, in its best interest and in its sole discretion, to award the RFP to said Offeror with or without a prior negotiation or cancel the RFP.

XV. LIST OF APPENDICES:

A. Appendix A – Notice of Intent to Participate
B. Appendix B - Letter of Transmittal
C. Appendix C - Questions
D. Appendix D – Independence and Conflict of Interest Certification
E. Appendix D-1 – Conflict-of-Interest Affidavit
F. Appendix E – Suspension and Debarment Form
G. Appendix F – Sworn Statement on Fraud and Misappropriation
H. Appendix G – Cost Proposal Template
I. Appendix H - Lobbying Certification
J. Appendix I – Mandatory Requirements Certification
K. Appendix J – Video Submission

XVI. LIST OF ATTACHMENTS:

A. Attachment 1 – Definitions
B. Attachment 2 – Conflict of Interest Information
C. Attachment 3 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
D. Attachment 4- Model Contract

Appendix A

Notice of Intent to Participate

RFP # 2026-001 (CU&FIN)

ORGANIZATION: ____

CONTACT REPRESENTATIVE*: ______________________________________

TITLE*: ______________________ **PHONE NO*.:** _______________

EMAIL*: ____________________ **FAX NO.:** __________________

MAILING ADDRESS*: ____

CITY: ___________________ **STATE:** ______ **ZIP CODE:** _________

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

☐ **Firm DOES intend to respond to this RFP.**

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

SIGNATURE:** _________________________ **DATE:** _____________

Print Name: ____________________________

Position: ______________________________

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

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

Appendix B

Letter of Transmittal Form

RFP# 2026-001 (CU&FIN)

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, if different from Item 2 above:

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(s) (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 and if it is a Major Subcontractor):

____
(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 including Appendices A-J & Attachments 1-4 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 Evaluation Factors contained in the 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 Model Contract remains subject to revisions required by ASES, the 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. See also Attachment 1, Definitions.

____ ___________________________, 2026

Authorized Signature Date

Appendix C

Questions and Answers Template

RFP # 2026-001 (CU&FIN)

Appendix C 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 C – Questions and Answers Template.

Instructions:

This template is to be used by the Offeror to submit questions regarding the RFP # 2026-001 (CU&FIN).

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. 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 August 5, 2026. ASES reserves the right to disregard any questions that have not been submitted during the proper Q&A period as per Section IX of the RFP.

#	Section #	Page #	Questions	Answers
1				
2				
3				

4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Appendix D

Conflict of Interest Affidavit

RFP# 2026-001 (CU&FIN)

Instructions: The Offeror and Subcontractor to be used for functions and responsibilities under the RFP must disclose and describe in detail any kind of financial or economic interests, relationships, economic transactions or any arm-length transactions, including a description of any type of disbursements by the Offeror's/Subcontractor's arrangements or contracts as required. Also, shall describe the hierarchical or legal relationship between Parent Company, affiliates, subsidiaries or any other entity related to the Offeror/Subcontractor. In addition, shall report any Conflict of Interest[1] or economic relationship with family members of Contractor's/Subcontractor's stockholders, Board of Directors or Officials of the entity. This disclosure should include a description of percentage (%) of ownership or participation, expense or cost allocation method between the entities and any other related information. The Offeror/Subcontractor must declare upon oath and certify that this form and the additional documents attach to it contain all the existing economic relationships of the Offeror/Subcontractor. This form must be signed and subscribed by a notary. If a Subcontractor is filing the document, please substitute the word "Offeror" for "Subcontractor" where applicable. **ASES reserves the right to disqualify the Offeror for failure to provide Information herein requested.**

The following Information on ownership and Control must be disclosed:

1. Report your Organizational Structure

How is your company legally organized?

___Sole Proprietorship	____ Partnership	___ Corporation	
___ DBA2	____ Limited	___ Profit	___ Non-Profit
	____ Unlimited	Other: ___________________	

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

Affiliated ___ Subsidiary ___ Parent ___ Brother/Sister___
Other:________________

[1] A Conflict of Interest is any set of facts or circumstances that appears to compromise or may reasonably compromise the fairness, independence or objectivity of the Offeror(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:

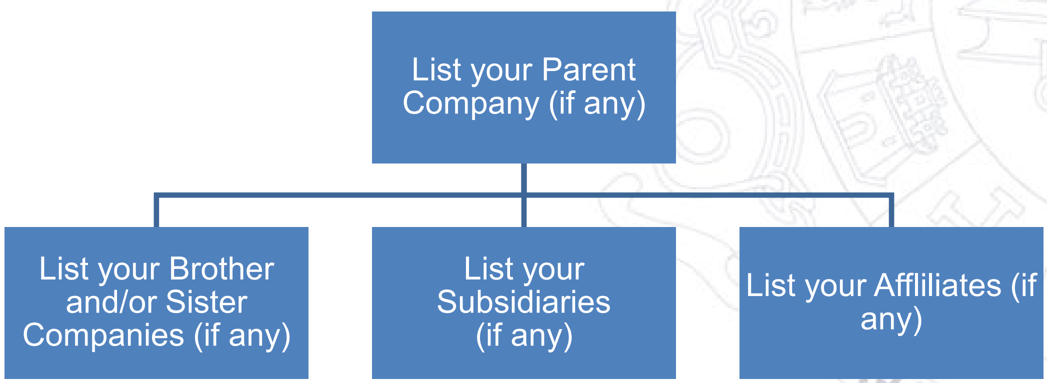
Affiliate Company Name: ______________________________

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:



☐ 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.

☐ 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:

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 ______________, 2026.

NOTARY PUBLIC

Appendix D-1

Independence and Conflict of Interest Certification

RFP# 2026-001 (CU&FIN)

A. As stated in Attachment 2 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 Major Subcontractor(s)/Major Subcontractor(s); or employees, officers, directors, shareholders or members of the Offeror/Contractor or Proposed Major subcontractor(s)/Major 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/Major 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/Major 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 Major 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 Major Subcontractor(s), or any of their shareholders, members, employees, officers, or directors use their positions for purposes that are, or give the appearance of being, for private gain for themselves or others, such as those with whom they have family, business, or other ties that are determined by ASES, in its sole discretion, to be a conflict of interest.

---

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

3. Situations stated in Attachment 2 of the RFP.

E. 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").

F. 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 D-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

G. If the Offeror/Contractor or Proposed Major Subcontractor(s)/Major 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 Major 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/Major Subcontractor, and to establish procedures to guard against the existence of a conflict of interest.

H. 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.

I. 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.

J. By signing this Certification, the Offeror/Proposed Major 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/Major Subcontractor to maintain independence and to establish necessary policies and procedures to assist the Contractor and its Major 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 Major 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 Major Subcontractor comply with the independence requirements of Attachment 2 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.

Audit & Financial Integrity Independence and No Conflict-of-Interest Certification

☐ Neither the Offeror, its Subcontractors, nor any personnel to be assigned to perform independent audits:

- Have derived material revenue from, or provided consulting, management, operational or accounting services to, any MCO, MAO subject to an MLR, or other compliance or financial audit within the past 36 months;
- Maintain any financial interest, direct or indirect, in the financial outcomes, capitation rates, or MLR and financial disclosures, of any entity being audited;
- Have any contingency fee arrangements or financial incentive dependent on specific findings, metrics, or financial outcomes of an audit.

And IN WITNESS THEREOF, I swear and sign this affidavit on _______, ________, today ________, 2026.

____

(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 _______________, 2026.

NOTARY PUBLIC

Appendix E

Suspensions and Debarment Form

RFP# 2026-001 (CU & FIN)

The entering of a Contract between ASES and the successful Offeror pursuant to this RFP is a “covered transaction,” as defined by 2 C.F.R. Part 376, 2 CFR part 180 and other applicable federal regulations. ASES’s Contract with the successful Offeror shall contain a provision relating to debarment, suspension, and responsibility.

All Offerors and potential major subcontractors must provide as a part of their Proposal a certification to ASES in the form provided below. NOTE: If a Major Subcontractor is filing the document, please substitute the word “Offeror” for “Major 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 major 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 major 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 major 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 major 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 major subcontractor.

CERTIFICATION

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

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

(A) Debarment, Suspension, Ineligibility

☐ Are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal department or agency; or

☐ Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal department or agency.

(B) Conviction

☐ Have, 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; or

☐ 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.

(C) Charged

☐ Are 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; or

☐ 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.

(D) Termination

☐ Have, 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; or

☐ 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.

(E) Excluded

☐ Have 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; or

☐ 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.

(F) Conviction Medicaid, Medicare

☐ Have 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; or

☐ 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.

- "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.

- 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.

- 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/MAJOR SUBCONTRACTOR:________________________________

SIGNED BY:_____________________________________

NAME: _______________________________________

TITLE:____

DATE:____

Appendix F

Form of Sworn Statement on Fraud and Misappropriation

RFP # 2026-001 (CU & FIN)

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 (or other governing entity) 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"/"Major 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 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

[1] Business Associate: For purposes of Appendix F 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.

the public confidence, and neither have I, the Declarant, been investigated, arrested, convicted, declared guilty nor sentenced for the conducts previously mentioned.

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

6. I give faith that I have personal knowledge, as does the company, its subsidiary companies, Affiliates, and/or headquarters, and/or their respective shareholders, directors, associates, officers, functionaries, executives, principals and/or employees, that the crimes referred to in these provisions include, but are not limited to:

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

7. That I have been advised by my legal advisors and company's counsels on the obligations imposed by Act 2-2018, and other applicable laws, and I acknowledge and accept the consequences of signing this Sworn Statement.

8. That I certify that I, as well as the Company, know of our continuous duty to report on any investigation, accusation or conviction against the Company, its subsidiary companies, Affiliates and/or headquarters, and/or their respective shareholders, directors,

associates, officers, functionaries, executives, principals and/or employees, related to the crimes and undue conducts listed in Clause 5 & 6.

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

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

And IN WITNESS THEREOF, I swear and sign this affidavit on _______, _________, today ________, 202_.)

____
(Signature of the Declarant)

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

Affidavit Number_________________

Sworn and subscribed before me by ___________________________, whose personal circumstances have been previously stated, and whom I give faith to know personally/have identified by means of ____________. In ________, _________, today _______________, 202_.

NOTARY PUBLIC

Appendix G

COST PROPOSAL TEMPLATE

RFP # 2026-001 (CU&FIN)

Appendix G is the Cost Proposal Template to be used by Offerors when providing their cost quotes for all services required under this RFP. It is not embedded in this document but is included as a separate Excel document titled Appendix G– Cost Proposal Template.

Appendix H

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

RFP # 2026-001 (CU&FIN)

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

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

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

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

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

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

______________________________________ ____________________
Signature of Offeror's/Major Subcontractor's Authorized Official DATE

____
Name and Title of Offeror's/Major Subcontractor's Authorized Official

Appendix I

Mandatory Requirements Certifications

RFP # 2026-001 (CU& FIN)

Appendix I is a form to provide the sworn statements and/or certifications required under Section XII-B of this RFP. It is not imbedded in this document but is included as a separate excel document entitled Appendix I– Mandatory Requirements Certifications.

Appendix J
Video Submission

RFP #2026-001 (CU&FIN)

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

1. Be no longer than 3 minutes.

2. Include responses to the following listed questions.

3. The responses must be spoken entirely in Spanish, demonstrating proficiency.

4. Preferably, the submitted video should be in MP4 format.

Questions:

1. Provide a brief overview of your professional background and experience. (Proporcione una breve descripción de su trayectoria y experiencia profesional.)

2. Describe a significant challenge you have faced in your career and explain the approach you took to overcome it. (Describa un desafío significativo que haya enfrentado en su carrera y explique cómo logró superarlo.).

3. What has been the most rewarding or fulfilling moment of your professional journey, and why? (¿Cuál ha sido el momento más gratificante o satisfactorio de su trayectoria profesional, y por qué?)

This submission will be used by ASES to verify the key personnel's Spanish language fluency and/or proficiency as required by the RFP.

This submission will be part of the scoring for Section XII.C.2.d of the RFP. In addition to the video submission, ASES reserves the right to schedule an additional video call with applicable key personnel to further validate the language requirement.

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

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

Attachment 1

Definitions

RFP # 2026-001 (CU&FIN)

DEFINITIONS

This Attachment contains definitions and abbreviations that are used throughout this RFP.

a. **Conflict of Interests** – 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. As established in detail in Attachment 2, this term also incorporates the requirements for conflict-of-interest safeguards at 2 CFR 200.318.

b. **CMS -** the Centers for Medicare & Medicaid Services, which is the federal agency responsible for administering Medicare and overseeing state administration of Medicaid.

c. **Contract** – A written agreement between ASES and the Service Provider for the provision of specified functions set forth in this RFP.

d. **Contract Term** - the period of time beginning with the commencement date or Effective Date of a Contract and ending when the Contract expires in accordance with its terms, or when it has been terminated.

e. **Core Tasks** – For purposes of this RFP and its ensuing Contract, core tasks include, but are not limited, to the following tasks and or activities:

i. Advice on complex federal financial compliance regulations of the Medicaid Program;
ii. Preventive audit and financial analysis;
iii. Contractual compliance audit;
iv. Development of compliance metrics for the evaluation of unaudited and audited financial statements;
v. Risk assessment-
   1. Design and execution of risk assessment cycles.
   2. Design of the permanent regulations for the annual risk assessment of ASES;
vi. Preparation of federal contractual and regulatory compliance policies;
vii. Development of internal procedures for monitoring the MCOs, MAOs and PBM contracts;
viii. MLR audits;
ix. Advice on the implementation of Corrective Action Plan (CAP) and training in the assessment of sanctions and economic fines.

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

i. **Managed Care Organization (MCO)** - An insurance company, health care organization, or any other approved health organization in Puerto Rico that meets the CMS definition of an MCO.

j. **Medicaid Advantage Organization (MAO)** –Providers of health care coverage to Medicare beneficiaries.

k. **Medicaid** – The joint Federal/state program of medical assistance established by Title XIX of the Social Security Act.

l. **MLR** – It stands for the Medical Loss Ratio

l. **Offeror** – Any person, corporation, or partnership that submits a response to this RFP. The terms "contractor(s)", "offeror(s)", "vendor)", "supplier(s)", and "proposer(s)", "proponent(s)", "bidder(s)" are also used interchangeably. For purposes of this RFP, the use of the terms "shall", "must" and "will" are used interchangeably when describing the Offeror's/Contractor's/Offeror's duties.

n. **Provider** - Any physician, hospital, facility, 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.

p. **PRMP** – It stands for the Puerto Rico Medicaid Program.

q. **PRMMIS** - It stands for the Medicaid Management Information System (MMIS) for the Puerto Rico Medicaid Program. MMIS is an integrated group of computer system functions and operational procedures developed per CMS requirements and guidelines to provide operational and reporting excellence for the Medicaid Program.

q. **PBM**- It stands for Pharmacy Benefit Manager.

r. **Procurement Contact** – ASES's Principal Proposal Adjudicator responsible to manage and administer the RFP process.

r. **Proposal** – A response submitted to this RFP, including all attachments.

u. **Subcontract** – The written contract between the Contractor and a Subcontractor to perform a specified part of the Contractor's obligations under the Contract.

v. **Subcontractor** – 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.

Attachment 2
Conflict of Interest and Independence

RFP # 2026-001 (CU&FIN)

I. CONFLICTS OF INTERESTS

A. PRHIA 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 its procurement processes. 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 process open and free competition, PRHIA maintains an aggressive policy towards actual or potential conflicting interests.

B. **PRHIA reserves the right to disqualify any offeror with a conflict of interest or lack of independence.**

1. PRHIA will investigate any charge or allegation to this effect, prior to the disqualification, if any. PRHIA 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 PRHIA becomes aware of the existence of a Conflict of Interest or any situation which may affect the Offeror's independence.

2. Offerors who participate in this 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 PRHIA, nor with the grantors, personnel and PRHIA'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 PRHIA's sole discretion, creates the appearance of impropriety.

II. INDEPENDENCE AND CONFLICT OF INTEREST SAFEGUARDS

A. To guarantee the independence and integrity of the assessment process, no perceived or actual conflict of interest involving the developmental, operational, and/or management chain associated with PRHIA's systems, and the determination of security and privacy control effectiveness can exist. Therefore, to preserve the impartial and unbiased nature of the assessment processes and as CMS requires, proposals from vendors (directly or as a subcontractor) with current or previous contractual relations with PRHIA will not be considered. Contractual relations related to the developmental, operational, and/or management chain associated with any of PRHIA's systems/applications and the determination of security and privacy controls.

The Offeror/Contractor and any Subcontractor(s) which may be engaged by the Offeror/Contractor to perform any part of the Scope of Work (SOW) of this RFP shall remain strictly independent from the influence of any "GHP Participant" – defined collectively as:

1. Any contracted Managed Care Organization (MCO); and
2. Any healthcare provider of the Government Health Plan (GHP).

This restriction extends to the MAOs of the Medicare Advantage - Platino Plan, and contracted entities (such as Pharmacy Benefit Managers) that provide services to, operate alongside, are owned or controlled by, or share ownership with a contracted MCO/MAO/PBM or other GHP Participant, whether directly or through corporate agreements, arrangements, or executive/employee overlap. Therefore, at the time of contract execution, the Contractor and its Subcontractors which may be engaged by the Contractor to perform any part of the SOW of this RFP shall not: (a) operate, directly or through an agreement, arrangement, contract, corporate operational scheme or through an executive or employee of the Contractor/Subcontractor, or family member within the fourth-degree of consanguinity or second degree of affinity, a GHP Participant; and/or (b) be owned or controlled by, or own or control a contracted MCO, or GHP Participant; unless PRHIA in its sole discretion waives these independence and conflict of interest safeguards.

WARNING: If such a lack of independence exists at the time of the submission of the Proposal for this RFP, the Offeror shall be required to submit with its Proposal either (i) an action plan to divest of the property, control or financial interest that causes the lack of independence (hereinafter referred to as "Divestiture Action Plan"), and correct or eliminate the lack of independence; or (ii) a detailed explanation as to why a conflict of interest is eligible to be waived and should be waived in PRHIA's sole discretion prior to the awarding of the RFP, and/or the actions that Offeror proposes and shall take in order to further eliminate the conflict of interest (both hereinafter referred to as "Conflict Avoidance Plan"). PRHIA retains sole discretion to determine whether a Divestiture Action Plan or Conflict Avoidance Plan sufficiently addresses an apparent conflict of interest to PRHIA's satisfaction in order for the Offeror to be awarded the RFP. The Offeror shall also submit Appendix D of this RFP accepting that, if awarded a Contract, the Divestiture Action Plan or Conflict Avoidance Plan, as approved in writing by PRHIA, 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 D, will be sufficient cause for the disqualification of the offeror.**

Conflict of Interest Safeguards. The Offeror/Contractor and any Subcontractor that may be engaged by the Offeror/Contractor to perform any part of the Scope of Work (SOW) of this RFP shall be free from conflict of interest. This includes but is not limited to situations where the Offeror/Contractor or any proposed Subcontractor has an ongoing contract with a GHP Participant.

B. 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).

Therefore, at the time of the signature of the Contract, the Contractor and any Subcontractor(s) which may be engaged by the Contractor to perform any part of the SOW of this RFP shall not: (a) operate, directly or through an agreement, arrangement, contract, corporate operational scheme or through an executive or employee of the Contractor/Subcontractor, or family member within the fourth-degree of consanguinity or second degree of affinity of a GHP Participant, MAO, PBM or other contracted entity; and/or (b) be owned or controlled by, or own or control a GHP Participant, MAO, PBM or other contracted entity.

WARNING: If a conflict of interest is determined to exist that cannot be resolved to the satisfaction of PRHIA 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.

Attachment 3

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

RFP # 2026-001 (CU&FIN)

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.

Attachment 4
Model Contract

RFP # 2026-001 (CU&FIN)

2027-0000XX
GOVERNMENT OF PUERTO RICO
PUERTO RICO HEALTH INSURANCE ADMINISTRATION (ASES)
SAN JUAN, PUERTO RICO

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services (this "Agreement") is made and entered into by and between the Puerto Rico Health Insurance Administration, a public corporation of the Government of Puerto Rico created by Act Number 72 of September 7, 1993, as amended, (hereinafter referred to as "**ASES**" by its Spanish acronym), represented by its Executive Director, Carlos A. Santiago Rosario, Esq., JD, LL.M., MHSA, FACHE, CHC, of legal age, married, and resident of Salinas, Puerto Rico; and **[Name of Contractor]**, a company organized and existing under the laws of [ ]and authorized to do business under the laws of the Government of Puerto Rico (hereinafter referred to as "**SECOND PARTY**" or " "), represented by its [ ], authorized to appear herein by a Certificate of the Sole Registry of Professional Service Providers (RUP, by its Spanish acronym), number **[ ]** issued by the Puerto Rico General Services Administration ("ASG" by its Spanish acronym).

WHEREAS, **ASES**, by virtue of the powers conferred to it under Act Number 72 of September 7, 1993, as amended, has the authority to engage professional, technical, and consulting services that are necessary and convenient to carry out its activities, programs and operations.

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

TERMS AND CONDITIONS

1. **ASES** agrees to engage with the **SECOND PARTY** to render professional services for [ ]

2. **Services.** The services to be provided by the **SECOND PARTY** encompass the following, as included in the proposal incorporated as part of this Agreement:
3. **Term**. This Agreement will be in effect from date of its full execution until **June 30, 2027.** Notwithstanding any provision to the contrary in this Agreement, either party shall have the right to terminate this Agreement by providing the other party with thirty (30) days prior notice by registered mail, return receipt requested, or overnight express mail.

   The rights, duties and responsibilities of **ASES** and the **SECOND PARTY** shall continue in full force and effect during the applicable notice period. **ASES**, however, shall be obligated to pay all fees and expenses incurred up to the effective date of termination, in accordance with the terms of this Agreement.

   The **SECOND PARTY** represents that it has full knowledge of any applicable federal or local law impacting the Government Health Plan (GHP) sponsored by the Commonwealth of Puerto Rico and the advice and services to be provided will consider such laws and regulations, including, but not limited to, the Balanced Budget Act of 1997, as amended; Social Security Act, as amended; the Medicaid Managed Care Regulations, as amended; and the Puerto Rico State Plan, as amended,

4. **Rates; Fee Schedule. ASES** shall pay the **SECOND PARTY** per hour of service at the following rates:

   [Insertar lo applicable]
5. **Total Contract Amount. ASES** shall compensate the **SECOND PARTY** up to **[ ]**, for services rendered only, at a rate from [ ] per hour worked, for a total of [ ], as stated on Appendix A of [ ] Proposal. **The SECOND PARTY is responsible for tracking the available balance under this Agreement.**

6. **Budget account.** Payments made by **ASES** under the terms of this Agreement shall be paid from the following budget item accounts:.

7. **Invoices**. Invoices will be submitted to **ASES** on a monthly basis, always within the first five (5) days following the period involved. Invoices should be submitted at the **SECOND PARTY's** hourly rate according to the work done and tasks conducted during the invoice period. Each invoice will include itemized details of the services rendered on an hourly basis. If the invoice is not submitted within the first five (5) days of the month following the period involved, payment may be issued within the following month. Each invoice must be duly certified by an authorized representative of the **SECOND PARTY.** Each invoice shall include an itemized detail of the services rendered, must be certified as correct, and should certify that payment thereof has not been received. The invoice should detail the available balance of the Agreement's budget when submitting the invoice as well as the available balance of the remaining hours or deliverables, as applicable. The **SECOND PARTY** is solely responsible of assigning the necessary resources for the delegated cases and matters. The invoices should be presented accompanied with a short summary of the total quantity of the Contract, the invoices sent and the available balance of the Contract which will be formatted as:

Contract Number:
Balance $ _________
Invoice detail xxx $_______
Invoice xxx $_______
Invoice xxx $_______
Current invoice xxx $_______
Balance at the date of this invoice $______

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

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

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

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

> **Under penalty of absolute nullity, I certify that no public servant of the Puerto Rico Health Insurance Administration is a party to or has any interest in the profits or benefits resulting from the Contract that is the subject of this invoice, and if they are a party to or has an interest in the profits or benefits resulting from the Contract, there has been a prior dispensation. The sole consideration for the supply of the goods or services subject to the Contract has been the payment agreed upon with the authorized representative of the Puerto Rico Health Insurance Administration. The amount of this invoice is fair and correct. The work has been done, the products have been delivered, and the services have been rendered, and no payment has been received for them.**

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

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

<u>POSTAL ADDRESS</u> <u>PHYSICAL ADDRESS</u>

Carlos A. Santiago Rosario, Esq. JD, L.L.M., MHSA, FACHE, CHC Executive Director Administración de Seguros de Salud P.O. Box 195661 San Juan, PR 00919-5661	Carlos A. Santiago Rosario, Esq. JD, L.L.M., MHSA, FACHE, CHC Executive Director Administración de Seguros de Salud 1549 Calle Alda Urb. Caribe San Juan, PR 00926-2712

Change notification:

The **SECOND PARTY** will notify **ASES** within five (5) business days of any change in the following:

i. Business address, telephone number, facsimile number, or email address;
ii. Its corporate status or nature;
iii. Business location;
iv. Its corporate structure;
v. Ownership information, including, but not limited to, the new owner's name, business address, telephone number, facsimile number, and email address;
vi. Incorporation status;
vii. Creditworthiness (as a result of a non-operational event);
viii. Corporate officers or executive employees directly related to the contract; or
ix. Federal employee identification number or federal tax identification number.

9. If the **SECOND PARTY** does not comply with the above requirements in the submission of the invoices, it will waive its right to payment for services rendered.

10. **ASES** will review the invoice and will make proper payment, subject to any audits or requests for additional information that **ASES** may need to do, at its sole discretion, to substantiate expenses incurred. **ASES** reserves the right to review all invoices and perform all necessary audits solely to substantiate expenses incurred.

11. Each of the exhibits attached are expressly incorporated herein and made a part of this Contract, and all references to this Contract shall include the exhibits hereto. In the event of any inconsistency between this Contract and the exhibits attached hereto, this Contract shall govern.

12. **Document retention**. The **SECOND PARTY** agrees to keep the reports, worksheets, and attendance and other documents related to the services, subject matter of this Agreement, so that they can be examined or copied by **ASES**. Audits shall be conducted on reasonable dates during or after the course of the services, in accordance with generally recognized auditing practices. Such documents shall be kept for a period of not less than ten (10) years or until an investigation is carried out by the Office of the Comptroller of Puerto Rico, whichever occurs first.

13. The **SECOND PARTY** will not receive any payment for requested services rendered under this Agreement until the Agreement has been registered at the Office of the Comptroller of the Government of Puerto Rico, as required by Act No. 18 of October 30, 1975, as amended.

14. Neither this Agreement, nor the services to be provided hereunder, may be assigned or subcontracted without the written approval of **ASES.** The request to contract a third party must specify the matters in which he/she will intervene and must be submitted in writing. This request must: (1) be submitted in writing, (2) identify the Subcontractor, (3) specify the tasks in which the Subcontractor will intervene, and (4) disclose the remuneration that the Subcontractor will receive for the work carried out, and the profit margin, if any, that the **SECOND PARTY** will have in relation to the subcontractor's paid fees. If the Subcontractor is to dedicate 25% or more of its time to the tasks assigned in the contract between **ASES** and the **SECOND PARTY,** or 25% or more of the budget assigned for this contract will be paid to the Subcontractor for services related to the scope of work, or who will perform core tasks under the contract, the Subcontractor must submit all the documents and certifications required from the **SECOND PARTY** for the government contracting. The **SECOND PARTY** will be responsible for providing these documents and certifications from the Subcontractor to **ASES** when requesting authorization from **ASES** for the subcontract. The delegation of services without the mentioned authorization will be sufficient cause to terminate this contract. Failure to comply with this clause will hold you responsible for any damages or losses that may be caused to **ASES**, whether directly or indirectly. In any

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

ASES reserves the right to audit Subcontractor(s) at the Contractor's expense.

15. The **SECOND PARTY** acknowledges the proprietary and confidential nature of all internal, non-public, information systems, financial, and business information relating to the **ASES**, the Government of the Commonwealth of Puerto Rico, its agencies, corporations, and municipalities and their personnel. The **SECOND PARTY** and its employees shall keep in confidence all such information and shall not make public or disclose any of said materials, except if it is necessary to perform its services, without the previous written consent of **ASES**. The **SECOND PARTY** will ensure that any authorized subcontractor or expert is subject to this confidentiality obligation. The restriction on confidentiality shall not apply to information that **SECOND PARTY** must disclose by law or legal process, (ii) is either already in the public domain or enters the public domain through no fault of the **SECOND PARTY,** (iii) is available to the **SECOND PARTY** from a third party whom, to the **SECOND PARTY's** knowledge, is not under any non-disclosure obligation to **ASES**, or (iv) is independently developed by or for the **SECOND PARTY** without reference to any confidential information of **ASES**.

16. The **SECOND PARTY** shall furnish **ASES** with reports, analysis or other such materials as **ASES** may reasonably request, which, to the extent prepared by the **SECOND PARTY** specifically and exclusively for **ASES** shall at all times be the property of **ASES**, subject to the **SECOND PARTY's** reservation of rights in and to the **[NAME OF ANY PROPRIETARY TOOL]** and the prohibitions on distribution of the **SECOND PARTY'S** work product to third parties in this Agreement. The Parties will sign a mutually agreed Business Associate Agreement.

17. Subject to the **SECOND PARTY's** reservation of rights in and to the **SECOND PARTY's** tools and the prohibitions on distribution of the **SECOND PARTY'S** work product to third parties in this Agreement, all Information created from data, documents, messages (verbal or electronic), reports, or meetings involving or arising out of or in connection with this Agreement is property of **ASES** (hereinafter referred to as "**ASES** Data and Information"). Hence, all the documents related to the Agreement will be subject to evaluation and audits, and shall be made available, within a reasonable period of time and without modifications, for evaluation by **ASES's** personnel or their authorized representatives. Additionally, **ASES** will have the right to copy all the documents requested, at no cost.

    In the same way, all documents related and produced as a result of this Agreement, including but not limited to policies, procedures, analysis, protocols, and communications, must be made available and filed with **ASES** representatives, without changes to their original format (no PDF), whenever requested. If **ASES** request copies of these, the **SECOND PARTY** shall deliver them without alterations and/or omissions. The **SECOND PARTY** shall not refuse, and if so, it will constitute an obstruction to the efforts of **ASES's** auditors and a breach of Contract subject to penalties and sanctions.

18. No deliverable, report, data, procedure or system created by **SECOND PARTY** for **ASES** that is necessary to fulfill the **SECOND PARTY's** responsibilities under the Agreement, as determined by **ASES**, shall be considered proprietary of **SECOND PARTY.**

    BOTH PARTIES understand and acknowledge that **ASES** retains full ownership of the intellectual property rights associated with the Services provided under this Agreement.

    The information, data and documents that **ASES** introduces into the services subject to this Agreement shall be the entire property of the **ASES**. The **SECOND PARTY** shall not be entitled to receive compensation in addition to the one agreed in this Agreement for future use, including commercial use and derivatives, or publication of such material by the **ASES**.

The information, data and documents provided by **ASES** to the **SECOND PARTY** for the performance of the Contract shall be confidential.

19. The **SECOND PARTY** shall make all data and information available to **ASES** or its authorized representatives, which will also provide the data to CMS or other pertinent government agencies and authorities upon request. The **SECOND PARTY** is expressly prohibited from sharing, distributing, disseminating, or publishing **ASES** data and information without the express prior written consent of **ASES**. In the event of a dispute regarding what is or is not **ASES** data and information, **ASES** decision on this matter shall be final and not subject to appeal.

20. The **SECOND PARTY** is required to perform transfers of knowledge on a continuous basis with **ASES** personnel. The **SECOND PARTY** will be responsible of delivering reports regarding current work and completed work to the area that administers this agreement, quarterly since the signature of the agreement and on or before the date of the last payment made under this Contract, or within the first ten (10) days from the date of termination, whichever first. The **SECOND PARTY** must have completed a transfer of knowledge that will guarantee an orderly continuity of services and labor, including manuals, instructions and any other materials required to provide continuity and ensure that **ASES** personnel understands completed and uncompleted tasks, as well as the status and items pending to complete unfinished tasks.

21. The **SECOND PARTY** shall submit in writing any user manuals, operating manuals, maintenance manuals and/or training manuals for software or other information system programs developed for **ASES**.

22. To the extent applicable to this Agreement, this Section describes the intellectual property ownership requirements that the **SECOND PARTY** shall meet:

    ASES shall have all ownership rights, not superseded by other licensing restrictions, in all materials, programs, procedures, etc., designed, purchased, or developed by **SECOND PARTY** and funded by **ASES**. **SECOND PARTY** shall use Agreement funds to develop all necessary materials, programs, products, procedures, etc., and data and software to fulfill its obligations under the Agreement. The **ASES** funding used in the development of these materials, programs, procedures, etc. shall be documented by **SECOND PARTY. ASES** shall have all ownership rights in data and software, or modifications thereof and associated documentation and procedures designed and developed to produce any systems, programs report and documentation and all other work products or documents created under the Contract. **ASES** shall have these ownership rights, regardless of whether the work product was developed by **SECOND PARTY** or any Subcontractor for work product created in the performance of this Contract. **ASES** reserves, on behalf of itself, the U.S. Department of Health and Human Services and its contractors, a royalty-free, non-exclusive and irrevocable license to produce, publish or otherwise use such software, modifications, documentation and procedures. Such data and software include, but is not limited to, the following:

a. All computer software and programs, which have been designed or developed for **ASES**, or acquired by **SECOND PARTY** on behalf of **ASES**, which are used in performance of the Agreement.

b. All internal system software and programs developed by **SECOND PARTY** or subcontractor, including all source codes, which result from the performance of the Agreement; excluding commercial software packages purchased under the Contractor's own license.

c. All necessary data files.

d. User and operation manuals and other documentation.

e. System and program documentation in the form specified by **ASES**.

f. Training materials developed for **ASES** staff, agents or designated representatives in the operation and maintenance of this software.

23. To the extent applicable, **ASES** acknowledges that before executing this Agreement and contemplating the same, the **SECOND PARTY** may have developed and designed certain programs and systems such as standard operating procedures, programs, business plans, policies and procedures, which **ASES** acknowledges are the exclusive property of the **SECOND PARTY**, as long as those programs or systems have not been developed or designed for **ASES**. Nevertheless, in case of for cause termination, **ASES** is hereby authorized to use to the extent allowable by any applicable commercial software and hardware licensing that exists at that moment or with which agreement can be reached at that moment with the vendor to modify such licensing to permit its use by **ASES**. This shall be at no cost to **ASES** and such properties for a period of one hundred and twenty (120) Calendar Days to carry out an orderly transition to any new **SECOND PARTY** or service provider. In any case where the use of such systems from an operational perspective would also influence other lines of **SECOND PARTY's** business or where licensing restrictions cannot be remedied, the **SECOND PARTY** shall operate such systems on behalf of **ASES**. Such an operation by the **SECOND PARTY** on behalf of **ASES** can occur at **ASESs'** discretion under the full supervision of their employees or appointed third party personnel. Under such a scenario, **ASES's** access to Data will be restricted through the most efficient means possible to the **SECOND PARTY's** Data segment.

24. **SECOND PARTY** shall not deny access to **ASES** Data under any case or circumstances, nor retain **ASES** Data while controversies between **ASES** and **SECOND PARTY** are resolved and finally adjudicated. **SECOND PARTY** may, in accordance with legal disaster recovery and records retention requirements, store copies of **ASES** data in an archival format (e.g. tape backups), which may not be returned or destroyed upon request. Such archival copies are subject to confidentiality obligations as may be set forth in this Agreement.

25. The **SECOND PARTY** acknowledges the Health Insurance Portability and Accountability Act of 1996 (better known as HIPAA), and that its privacy and security rules require any entity covered by said legislation to train its workforce in their

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

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

    - One or two sentence description of the event;
    - Description of the roles of the people involved in the event (e.g., employees, participant users, service Providers, unauthorized persons, etc.)
    - The type of Data / Information as well as Personal Health Information that was breached;
    - Enrollees likely impacted by the event;
    - Number of individuals or records impacted/estimated to be impacted by the event;
    - Actions taken by the **SECOND PARTY** to mitigate the event;

- Current status of the event (under investigation or resolved);
- Corrective action taken and steps planned to be taken to prevent a similar event.

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

27. The **SECOND PARTY** agrees to indemnify and hold harmless **ASES** and/or the Government of Puerto Rico from all third-party claims, suits, actions, liabilities, and reasonable attorney and defense costs, resulting from **SECOND PARTY** gross negligence, fraud or willful misconduct in the execution of this Agreement.

28. Completion of the agreed-upon Scope of Work and each of its discrete deliverables, milestones, reports, etc., is contingent upon the timely, effective and complete fulfillment of the **ASES** obligations noted herein. **ASES** will provide all necessary and reasonably requested information, direction and cooperation to enable **SECOND PARTY** to provide the services in a timely fashion. **ASES** agrees that **SECOND PARTY** shall use all information and data supplied by **ASES** or on its behalf without independently verifying the accuracy, completeness or timeliness of it. **SECOND PARTY** will not be responsible for any delays or liability arising from missing, delayed, incomplete, inaccurate or outdated information or data attributed to **ASES.** No liability, damages, penalty or default of any sort shall be attributed to **SECOND PARTY** without the fulfillment of these obligations by **ASES** in a manner that is timely, effective and satisfactory to both Parties.

29. The **SECOND PARTY** acknowledges that in executing its professional services pursuant to this Agreement it has the obligation to exhibit complete loyalty toward **ASES**, including having no adverse interests with private or government entities or persons. Adverse interests include representing or servicing clients who have or may have interests that are contrary to **ASES**. This duty includes the continued obligation to disclose to **ASES** all circumstances of its relations with clients and third persons, and

any interest that could influence **SECOND PARTY**, while this Agreement is in effect.

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

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

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

ASES certifies that the **SECOND PARTY** was selected as a provider of the professional services described in this contract pursuant to the RFP process #RFP 2026-001 (CU&FIN).

30. **THE PARTIES** agree that the **SECOND PARTY**, its officers, directors, agents, and employees will be liable to **ASES** for negligence, tort, breach of contract, or otherwise, for damages with respect to the work in question. This liability will include fraud, willful misconduct, or gross negligence, and will not exclude other legal remedies available.

31. **Termination:**

    A. This Agreement may be terminated by **ASES** for any reason and at any time upon a written notice of at least thirty (30) days to the **SECOND PARTY.**

    B. Furthermore, the **SECOND PARTY's** failure to comply with its duties and responsibilities and to perform the services set forth herein, or its negligence or unlawful behavior in the execution of the Agreement, shall constitute a breach of the Agreement by **SECOND PARTY** that will entitle **ASES** to terminate this

Agreement immediately without prior notice. **ASES** may also terminate this Agreement immediately without prior notice if probable cause for arrest is found or a judgment for conviction is entered against **SECOND PARTY** or any of its officers, employees, or subcontractors authorized by **ASES** under this Agreement, for any crime against the treasury, public faith, or for crimes involving public funds or property, either of state or federal origin; or if an extraordinary fiscal situation arises that justifies an immediate budget cut. This termination clause also includes convictions in the federal or state jurisdiction of any of the offenses that render the **SECOND PARTY** ineligible to enter into contracts under the preceding subsection, consistent with Article 3.4 of Act No. 2-2018, as amended, known as "Anticorruption Code for the New Puerto Rico".

C. It is expressly agreed that **SECOND PARTY** will conclude any pending work at the time of cancellation of the Contract, as required by **ASES. ASES** will not be obliged to pay additional compensation to the agreed under this contract. **SECOND PARTY** will not be entitled to any additional compensation except the already billed for until that date. **SECOND PARTY** expressly acknowledges that in the eventuality of not existing or allocating funds for the payment of the contracted services, the contract will be terminated with no other right than to collect what has already been worked.

D. It is noted that if **SECOND PARTY** is made part of the Registry of Convicted Persons for Corruption and Related Offenses ("Registro de Personas Convictas por Corrupción y Delitos Relacionados"), this Contract will be null and the funds paid will have to be returned to **ASES.**

32. **Conflict of Interest:**

A. The **SECOND PARTY** certifies that neither they, nor any of its employees or officers, has an interest in this Agreement that may interfere with the official duties of the employees of any agency, instrumentality, public corporation or municipality of the Government of Puerto Rico.

B. The **SECOND PARTY** certifies that at the time of the execution of this Agreement, it does not have, nor does it represent anyone who has interests that are in conflict with those of the Government of Puerto Rico, or any of its agencies or municipalities, or **ASES.** If such conflicting interests arise after the execution of this Agreement, **SECOND PARTY** shall notify **ASES** immediately.

C. The **SECOND PARTY** certifies that it does have other contracts with government agencies, public corporations, or municipalities of the Government of Puerto Rico. If **SECOND PARTY** has any other contract with the Government of Puerto Rico, it will be disclosed by written communication to **ASES** stating the amount of the contract and its effective date and termination.

D. In addition, the **SECOND PARTY** will present, prior to the signing of this Contract, a list of the government agencies or entities with which it maintains or is negotiating contracts.

33. **Permits, licenses and rights:**

A. The **SECOND PARTY** declares and certifies that it has all the rights, permits, licenses, authorizations and patents, which are applicable, to operate its business and practice its profession. The **SECOND PARTY** attests this through the presentation of such documents to the General Services Administration, for registration in the Sole Registry of Professional Services Providers ("RUP", by its Spanish acronym).

34. **Subcontractors:**

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

35. **Certifications:**

In compliance with Act No. 73-2019, as amended, for the acquisition and/or contracting of professional services in the Government of Puerto Rico, it will be mandatory that the service provider be registered in the Sole Registry of Professional Service Providers ("RUP", by its Spanish acronym), under the corresponding category and that it has the Certification issued by the Administrator.

Pursuant to Regulation No. 9302 applicable to the Sole Registry of Professional Service Providers ("RUP", by its Spanish acronym), through the RUP Certificate issued by the General Services Administration (ASG), it is accredited that the **SECOND PARTY** has delivered the following current government certifications and required documents, as applicable and has been required by the ASG:

i. Evidence of authorization to practice the profession, registered with the corresponding Examining Board and is a collegiate member, if applicable.

ii. Professional experience documents such as company profile or summary of members and diplomas.

iii. Compliance with Act No. 16-2017, known as the Puerto Rico Equal Pay Act.

iv. Certification that proves authorization to do business in Puerto Rico.

v. Certifications of Filing of Returns with the Department of Treasury for the five (5) years prior to the signing of the contract (SC-6088) or the corresponding form in case of not having filed a return during this period.

vi. Certification of No Debt from the Department of Treasury (SC-6096). If the contractor has any debt, they must have submitted evidence that they are in compliance with a payment plan.

vii. Certification of the Merchants Registry issued by the Department of Treasury.

viii. Certifications of compliance with tax obligations to the Municipal Revenue Collection Center (CRIM).

ix. Certificates of good standing and existence issued by the Department of State.

x. Certification of policy issued by the State Insurance Fund Corporation, as established by Act No. 45 of April 18, 1935, known as the System of Compensation for Labor Actions Act, as amended.

xi. Certifications of compliance with unemployment insurance, temporary disability and driver's social security issued by the Department of Labor.

xii. Certification of compliance with the Child Support Act, Act No 5-1986, as amended.

xiii. Affidavit under Act No 2-2018, known as the Anticorruption Code for the New Puerto Rico.

xiv. Corporate Resolution.

xv. Another other document required by ASG.

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

37. The **SECOND PARTY** is an independent contractor and as such shall be responsible of the payment of their income taxes and their individual and employee's withholdings under the applicable tax laws of Puerto Rico or the US Internal Revenue Code. The **SECOND PARTY** is not entitled to fringe benefits, such as retirement or disability. **ASES** will neither retain, nor discount, any amounts from

payments made to **SECOND PARTY** for income tax purposes or for Social Security, except those applicable in accordance with the Puerto Rico Internal Revenue Code and its regulations for professional services.

38. If the **SECOND PARTY** has an aggregate government contracting amount that exceeds $300,000, **ASES** will withhold 1.5% of the total amount accrued from the Contract as a Special Contribution to be allocated to the General Fund, pursuant to Article 1 of Act No. 48-2013. To claim the 1.5% exemption, the **SECOND PARTY** must submit an affidavit to that effect.

    A. The Section 1062.03 of the Code of Internal Revenue, Act No. 1-2011, as amended, establishes that **ASES** will withhold ten (10) percent from the professional services payment rendered under this Agreement. However, if the **SECOND PARTY** is not authorized to do business in Puerto Rico, but is a U.S. resident, twenty (20) percent of the payment will be withheld, pursuant to Section 1062.08 of the Code of Internal Revenue. If the **SECOND PARTY** is foreign corporation or individual under the law of other countries, **ASES** will be withhold twenty-nine (29), pursuant to Section 1062.08 of the Code of Internal Revenue.

    B. The percentage to be withheld by **ASES** will be adjusted if the **SECOND PARTY** presents a retention waiver from the Puerto Rico Treasury Department.

39. **Prohibition of discrimination. BOTH PARTIES** agree that there shall be no discrimination on the basis of race, color, sex, birth, age, social origin or status, ancestry, marital status, religious or political ideas or beliefs, gender, sexual preference, nationality, ethnic origin, status as a veteran of the Armed Forces, victims of domestic violence, or physical or mental disability, or any other in the performance of the services and obligations of this Agreement.

40. **Name and symbol protection**. The **SECOND PARTY** shall not use the name of **ASES**, nor its acronyms, seals, logos, shields or any distinctive mark thereof, in any existing or future printed or electronic media, without the prior, express and written

authorization of the **ASES.**

41. The **SECOND PARTY** also certifies and warrants that at the moment of the execution of this Agreement is in complete compliance with Act No. 168-2000, as amended, also known as "Ley de Mejoras al Sustento de Personas de Edad Avanzada de Puerto Rico." Also, and to the extent applicable, the **SECOND PARTY** certifies that they have no alimony obligations under Puerto Rico law or that there are complaint with any existing alimony obligation.

42. The **SECOND PARTY** agrees that in connection with the services provided hereunder, it will comply with all the applicable employment laws and regulations. Any Normative Letter and Circular Letters regarding the certification process, new implementations, new instructions, including any amendments thereto, as issued by the **ASES's** Executive Director, or any Government Agency are hereby incorporated into and made part of this Agreement, collectively referred to hereinafter as the "Regulations."

43. The following documents presented by the **SECOND PARTY** will become part of the Contract:

    A. Current and valid RUP Certificate issued by ASG.

    B. Contractor Certification Requirement indicating if any subcontractor will be needed in connection with this Agreement.

    C. HIPAA training evidence, if applicable.

    D. Evidence of active registry on the System for Award Management (SAM).

44. **Delivery of certifications. ASES** reserves the right to request any other certification that, in accordance with the regulations in force, is required from the **SECOND PARTY.**

45. **Ethics Provisions of Office of Government Ethics Act Number 1-2012:**

    The **SECOND PARTY** acknowledges their understanding of the ethical standards of their profession and agrees to act in accordance with them, assuming full responsibility for their actions.

The **SECOND PARTY** states that no employee or officer of **ASES** has any direct or indirect pecuniary interest in the execution of this Contract, pursuant to Act No. 1-2012, known as the "Organic Law of the Office of Government Ethics." Likewise, the **ASES** official representing the agency in this act holds no pecuniary interest in the execution of this Agreement.

In cases where the **SECOND PARTY** is a former public servant of **ASES**, as defined in Article 1.2 of Act No. 1-2012, and two (2) years have not elapsed since the effective date of their separation from that position, the **SECOND PARTY** certifies that it possesses a waiver issued by the Executive Director of the Office of Government Ethics of Puerto Rico, pursuant to Article 4.6(d) of Act No. 1-2012.

The **SECOND PARTY** certifies that it has no relationship of kinship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in **ASES's** institutional decisions.

The **SECOND PARTY** certifies that no public servant requested or accepted, directly or indirectly, for themself, for any member of his family unit, or for any other person, business or entity, any good of economic value, including gifts, loans, promises, favors, gifts or services in exchange for the fact that the performance of said public servant is influenced in favor of the appearing party or of **ASES**.

46. **Prohibitions of pecuniary interest in Act No. 237-2004**

The **PARTIES** acknowledge that no public officer or employee who is authorized to contract on behalf of the **ASES** may enter into a Contract between their agency and an entity or business in which such officer or any member of his household has or has had during the last four (4) years prior to taking up their position, directly or indirectly, pecuniary interest. The **SECOND PARTY** declares that, to the best of its knowledge, this prohibition has not been violated in the execution of this Agreement.

The **PARTIES** acknowledge that the **ASES** may not enter into a Contract in which its representative and any of its officers or employees or any member of their family units has or has had during the last four (4) years prior to taking office, directly or indirectly, a pecuniary interest unless the Governor authorizes it. The **SECOND PARTY** declares that, to the best of their knowledge, this prohibition has not been violated in the execution of this Agreement.

The **PARTIES** acknowledge that no public official or employee may be a party to or have any interest in the profits or benefits arising from a Contract with any other executive agency or governmental agency unless expressly authorized by the Governor, upon the recommendation of the Secretary of the Treasury and the Secretary of Justice. The **SECOND PARTY** declares that, to the best of its knowledge, this prohibition has not been violated in the execution of this Agreement.

The **PARTIES** acknowledge with respect to **ASES** that, no public officer or employee who has the authority to approve or authorize Contracts may evaluate, consider, approve, or authorize a Contract between an executive agency and an entity or business in which he or any member of his household has or has had during the last four (4) years prior to his or her office, directly or indirectly, pecuniary interest. The **SECOND PARTY** declares that, to the best of its knowledge, this prohibition has not been violated in the execution of this Agreement.

The **PARTIES** acknowledge that no executive agency shall contract with or for the benefit of people who have been public officials or employees of such an executive agency, until two (2) years have elapsed since such person has ceased to perform his or her functions as such. A waiver may be issued pursuant to Act No. 1-2012, provided that such a waiver would be in the interest of the public service. The **SECOND PARTY** declares that, to the best of their knowledge, this prohibition has not been violated in the execution of this Agreement.

47. **Waiver.** The **SECOND PARTY** certifies that it does not require authorization from the Office of Government Ethics or any other government entity to enter into this Agreement. The **SECOND PARTY** certifies that, if required, it will notify **ASES** prior to the signing of the Contract and certifies that it has obtained the necessary waivers and authorizations from the Office of Government Ethics or any other relevant government entity and such waiver is made part of the record of this procurement.

48. **Compliance with the Anti-Corruption Code for New Puerto Rico Act No. 2-2018.** The **SECOND PARTY** is obliged to comply with and abide by the provisions of Act No. 2-2018, known as the "Anti-Corruption Code for New Puerto Rico", and its Code of Ethics for Contractors.

    The **SECOND PARTY** certifies that it has not committed crimes, been convicted of or pleaded guilty in state or federal jurisdiction, for crimes against the exercise of public office, against public funds, fraud, illegal appropriation of public property or for any of the crimes provided in Act No. 2-2018.

    The **SECOND PARTY** shall file with the General Services Administration (ASG) for the Sole Registry of Professional Service Providers, and prior to the execution of this Contract, a sworn statement in which it shall attest whether the natural or legal person or any president, vice president, director, executive director, or member of a board of officers or board of directors, or persons performing equivalent functions for the legal entity have been convicted of any crime listed in Section 6.8 of Act No. 8-2017, as amended, known as the "Law for the Administration and Transformation of Human Resources in the Government of Puerto Rico", or for any of the crimes listed in Act No. 2-2018. The duty to inform regarding any investigations or convictions will be of a continuous nature during all stages of contracting and execution of the Contract.

The **SECOND PARTY** recognizes and accepts that any person, whether natural or legal, who has been convicted of violation of Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, known as the "Organic Law of the Office of Government Ethics", for violation of any of the serious crimes against the exercise of public office or against public funds contained in Articles 250 to 266 of Act No. 146-2012, as amended, known as the "Penal Code of Puerto Rico", for any of the offenses in Act No. 2-2018 or for any other felony involving the misuse of public funds or property, including without limitation the offenses mentioned in Section 6.8 of Act No. 8-2017, shall be disqualified from contracting or bidding with any executive agency of the Government of Puerto Rico for the term applicable under Article 6.8 of Law No. 8-2017. When no term is provided, the person shall be disqualified for ten (10) years from the date on which he or she finishes serving the sentence.

If the **SECOND PARTY** is convicted of any of the crimes listed in the cited legislation, the Contract will be automatically rescinded.

49. **Disqualification from the public sector. SECOND PARTY** agrees that it is aware of the ethical standards of their profession and takes responsibility for their actions. The **SECOND PARTY** certifies that has not engaged in dishonorable conduct, is not addicted to the habitual and excessive use of controlled substances and/or alcoholic beverages; has not been convicted of a felony or any offense involving moral turpitude; nor have been removed from public service. If it has incurred in any of these disqualifying causes, it must submit the resolution issued by the Office of Administration and Transformation of Human Resources of the Government of Puerto Rico certifying its authorization, a copy of which will be attached to this Contract. It is expressly acknowledged that this is an essential condition of this Agreement and that, if not correct, it shall be sufficient cause for **ASES** to terminate the Agreement immediately

and **SECOND PARTY** shall be required to reimburse **ASES** for any sum of money received under the terms of this Agreement. If during the term of this agreement the **SECOND PARTY** incurs in any of the disqualifying causes, **ASES** may terminate this Agreement immediately and without prior notice.

50. **Breach of Contract**. Any violation of the obligations assumed in this Agreement will be sufficient cause to terminate it. In the event that **ASES** must resort to legal action to enforce these obligations, the **SECOND PARTY** will indemnify it for expenses, costs and attorneys' fees incurred by **ASES**.

    The failure of one of **THE PARTIES** to take action or object to the conduct of the other that is in violation of the terms of the contract shall not be understood as an acceptance of this action, nor as an acceptance of future actions or improper conduct.

51. No amendment of this Agreement shall be valid unless in writing and signed by both parties.

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

    [Contractor's contact]

    Puerto Rico Health Insurance Administration (ASES)
    Attn: Carlos A. Santiago Rosario, Esq., JD, L.L.M., MHSA, FACHE, CHC
    PO Box 195661
    San Juan, PR 00919-5661
    email

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

53. The **SECOND PARTY** acknowledges that they cannot continue to provide services

under this Agreement after its expiration date or when such services entail payment of an amount that exceeds the total allowed for this Agreement. No services will be paid in violation of this clause, and any request and acceptance of services in violation of this provision will be made without any legal authority and will not bind **ASES**.

54. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other oral or written representations, understandings or agreements relating to the subject matter hereof.

    Neither party shall be bound by the provisions of any pre-printed or other written terms and conditions after the date of this Agreement relating to the subject matter hereof unless such additional terms and conditions are made effective pursuant to the Amendments subsection of this section.

55. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then such provision shall be invalid, but each other provision hereof not so affected shall be enforced fully as permitted by applicable law.

56. This Agreement shall be governed by and construed in accordance with the laws of the Government of Puerto Rico. The courts and authorities of the Government of Puerto Rico shall have jurisdiction over all controversies that may arise with respect to this Agreement. The parties hereby waive any other venue to which they might be entitled by virtue of domicile or otherwise. Should either party initiate or bring a suit or action before any other court, it is agreed that upon application, any such suit or action shall be dismissed, without prejudice, and may be filed in accordance with this provision. The party bringing the suit or action before a court not agreed to herein shall pay to the other party all the costs of seeking dismissal including reasonable attorney's fees.

57. **ASES Authorizations. ASES** certifies that this Agreement has the necessary governmental authorizations for its execution, and as provided in Act No. 66-2014 and Circular Letter 006-2025 issued by the Puerto Rico Office of Management and Budget.

58. **Circular Letter 013-2021 issued by the Office of Management and Budget on June 7, 2021:**

A. **ASES** certifies that the **SECOND PARTY** was selected as a provider of the professional services described in this contract through a competitive process #RFP 2026-001 (CU&FIN).

59. **Office of Management and Budget (OGP) Circular Letter No. 006-2025 & Memorandum No. OSG-2025-002:**

Prohibition of Fractionation. All entities of the Executive Branch of the Government of Puerto Rico are prohibited from fractioning the amount of any professional services contract, purchased, or purchase order for the same fiscal year. Any request for amendment or new contract will be carefully evaluated to auscultate whether or not such request constitutes a fractionation for the same fiscal year. It is prohibited to split service contracts provided by the same contractor.

Interagency Services Clause. Both contracting **PARTIES** acknowledge and agree that the contracted services may be provided to any entity of the Executive Branch with which the contracting entity enters into an interagency agreement or by direct disposition of the Office of the Governor's Chief of Staff's Office. These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For the purposes of this clause, the term "entity of the Executive Branch" includes all agencies of the Government of Puerto Rico, as well as instrumentalities, public corporations, and the Office of the Governor.

Termination Clause. The Governor's Chief of Staff shall have the authority to terminate this Agreement at any time.

Contractual Relations with Other Government Entities: At the time of entering into this contract, the **SECOND PARTY** maintains a contractual relationship in force with the following entity of the Government of Puerto Rico: [INCLUDE LIST OF ENTITIES]. The **SECOND PARTY** certifies that the entities mentioned are all entities of the Government of Puerto Rico with which it has a contractual relationship. In addition, the **SECOND PARTY** acknowledges and agrees that the failure to mention any governmental entity with which it has a current contractual relationship may result in the termination of this contract if required by **ASES.**

Financial Oversight and Management Board Contract Review Policy for Puerto Rico. The **PARTIES** acknowledge that **SECOND PARTY** has submitted the certification entitled *Contractor Certification Requirement* required pursuant to the Financial Oversight and Management Board's Contract Review Policy for Puerto Rico, signed under penalty of perjury by the Contractor's Executive Director (or equivalent highest-ranking officer). A signed copy of this Certification is made part of this Contract.

Prohibition on Lobbying Activities Clause. The S**ECOND PARTY** certifies that it has read and is aware of the provisions of the "Code of Ethics for Contractors, Suppliers, and Applicants for Government Incentives of the Government of Puerto Rico," included as part of the provisions of Act No. 2-2018, as amended, known as the "Anti-Corruption Code for the New Puerto Rico." Specifically, the **SECOND PARTY** acknowledges that, pursuant to Article 3.2(h) of Act No. 2-2018, they may not intervene "in matters that may result in a conflict of interest or the appearance thereof." To that end, the **SECOND PARTY** acknowledges that it has read and is aware of the regulations set forth in Memorandum No. OSG-2025-001 issued by the Office of the Chief of Staff, and hereby certifies and guarantees that, during the term of this contract, they, their shareholders, officers, or employees will not engage in lobbying activities, whether direct or indirect, as defined in the referenced Memorandum No. OSG-2025-001, before the contracting governmental entity or any of its affiliated entities.

The **SECOND PARTY** acknowledges that this is an essential condition of this contract, and that any violation of the regulations established in the "Code of Ethics for Contractors, Suppliers, and Applicants for Government Incentives of the Government of Puerto Rico" under Act No. 2-2018 and/or Memorandum No. OSG-2025-001 shall constitute sufficient cause for this contract to be rendered null and cancelled immediately.

60. **Exemption from payment of taxes**. **ASES** is exempt from the payment of any income

tax, or the payment of rights of any kind, so it will not assume any payment related thereto, in accordance with Section 1 of Article VIII of Act No. 72-1993, as amended.

61. **Compliance with the Puerto Rican Industry Investment Act.** In applicable cases, and in accordance with Act No. 14-2004, the **SECOND PARTY** agrees to use items extracted, produced, assembled, packaged, or distributed in Puerto Rico, by companies with operations in Puerto Rico or distributed by agents established in Puerto Rico, upon rendering the service, whenever available.

62. **Transfer or assignment of rights or payments.** The rights subject to this Agreement may not be transferred or assigned by the **SECOND PARTY** without the written consent of **ASES**.

63. **Remedies.** The **SECOND PARTY** understands and agrees that it has no right to claim equitable remedies or unjust enrichment if it fails to ensure that the Contract is previously formalized in writing and signed by the Executive Director of **ASES** and registered within the Office of the Comptroller of Puerto Rico prior to providing the services.

    ASES will not pay for any service performed by the **SECOND PARTY** that was not previously established in the signed Contract.

    The **SECOND PARTY** shall not be entitled to payment for any of the services or benefits provided for in the Contract, if it does not submit the certifications and documents required in this Agreement to **ASES** or if they are false, contain errors or are incomplete.

64. **Force majeure.** In the event of force majeure, **ASES** reserves the right to determine whether to cancel the Contract. If cancelled, **ASES** will be relieved of the payment of any amount, without being exposed to the payment of any penalties the **SECOND PARTY** will be obliged to return any amount of money for services not rendered, if any. Force majeure includes but is not limited to acts of nature and situations beyond the control of **ASES**.

65. **Separability.** If any provision of this Agreement is found to be unconstitutional or unlawful by any State or Federal Court, the remaining provisions shall remain unaltered and in full force and effect.

66. **CERTIFICATION. ASES** certifies that a Legal Advisor reviewed the contract and that it is drafted in accordance with the applicable law and the information provided by the ASES offices involved in the government contracting process.

IN WITNESS WHEREOF, the parties hereto sign this Agreement, in San Juan, Puerto Rico this _____ day of ___________________ 2026.

ASES	**SECOND PARTY**
______________________________	______________________________
Carlos A. Santiago Rosario, JD, Esq., LL.M., MHSA, FACHE, CHC **Executive Director**	**Contractor** EIN:
EIN: 66-0500678	