



GOBIERNO DE PUERTO RICO
ADMINISTRACIÓN DE SEGUROS DE SALUD

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

**MANAGED CARE ORGANIZATIONS
REQUEST FOR PROPOSALS**

FOR

STATE FUNDED HEALTH PLAN

RFP # 2026-002 (SFHP)

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1. INTRODUCTION

1.1. General Information

- 1.1.1. This document constitutes a request for competitive proposals from insurance companies, or any other approved health organization in Puerto Rico to serve as the managed care organization (MCO) to provide services to Enrollees of the State Funded Health Plan (SFHP) of the Government of Puerto Rico. The SFHP is a separate, state-only funded health plan that will serve individuals, regardless of age, who meet the State eligibility standards established by ASES, who do not qualify under the federal Medicaid Program. The SFHP will be managed by one (1) MCO who shall provide services islandwide including Vieques and Culebra.
- 1.1.2. This RFP is titled Managed Care Organization for State Funded Health Plan, and its reference number is RFP #2026-002 (SFHP). This reference number must be included in all correspondence and documentation submitted for or relating to the RFP.
- 1.1.3. This Request for Proposal (RFP) defines the Puerto Rico Health Insurance Administration's (Administración de Seguros de Salud – ASES) minimum service requirements, proposal requirements, and outlines the process for evaluating proposals and selecting the Contractor.
- 1.1.4
. Any Offeror with (i) any outstanding sanctions or fines to ASES and/or (ii) any outstanding debts owed to any Federal or governmental agency/facility shall be prohibited from executing a Contract. Offerors with outstanding sanctions, fines and/or outstanding debts are not prohibited from participating in this procurement, but must settle such sanctions, fines, and/or outstanding debts and/or have a reconciliation plan to the reasonable satisfaction of ASES prior to Contract Execution. (See Section 1.6.16 of this RFP)

1.2. Content of RFP

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

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

1. Terms and Conditions, see Section 2 of this RFP;
2. Administrative services, see Section 1.7 of this RFP (scope of work); and
3. Model Contract see Appendix K of this RFP. **Note: This Appendix is currently** under final administrative review and will be issued shortly via an Addendum to this RFP. Registered Offerors will be notified upon its publication. Offerors are advised to monitor the ASES webpage regularly for updates.

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

E. Demographic data of the population that will be covered - see documents contained in the Procurement Library and the Data Book.

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

1.3. Background Information

1.3.1 ASES is a public corporation with autonomy under the terms of its organic law, Act No. 72 of September 7, 1993, as amended. As part of its responsibilities, ASES contracts with health insurance companies to provide health services to persons who are eligible for Medicaid and other Enrollees, as established by applicable law.

1.3.2 In compliance with federal regulations, and to further strengthen quality services and adequate oversight, ASES has determined to administer the SFHP separately from Plan Vital. Accordingly, the SFHP will service independently beneficiaries that qualify under the established standards of Act No. 72, but that do not qualify under Medicaid and/or the Children's Health Insurance Program ("CHIP"). The beneficiaries include the following groups:

1.3.2.1 Those individuals eligible according to the guidelines set in Section I, Article VI, of Act No. 72; the members of the Puerto Rico Police Bureau, including their spouses and children up to twenty-five (25) years of age; Puerto Rico government employees and dependents who are within the income thresholds to qualify;

1.3.2.2 Retired Puerto Rico government employees who receive pensions;

1.3.2.3 Small and medium enterprises (known as PYMES) that voluntarily enroll in the SFHP;

1.3.2.4 Veterans, their spouses, and children, including those veterans certified under the Federal Medical Assistance Program (VFMAP) pursuant to Act No. 203-2007, as amended, known as the "Bill of Rights of the Puerto Rican Veteran for the 21st Century";

- 1.3.2.5 Individuals, regardless of their position at work, employees whose employers do not provide them with a health plan and self-employed individuals and their dependents;
 - 1.3.2.6 Members of associations, cooperatives, professional associations, or colleges of persons authorized to practice their professions by the Government of Puerto Rico, trade associations or colleges, federal, state, or municipal associations; and the American Association of Retired Persons (AARP), interested in benefiting from the SFHP;
 - 1.3.2.7 Pregnant, low-income women, that do not qualify under Medicaid;
 - 1.3.2.8 All minors under twenty-one (21) years of age bedridden with complex physical or physiological conditions, as indicated by a medical certification that substantiates the medically necessary services of said minor; and
 - 1.3.2.9 Other groups incorporated by state law or by ASES.
- 1.3.3 ASES is authorized to negotiate and enter into a contract with an MCO to obtain the most advantageous coverage for the Enrollees of the SFHP. The SFHP will be administered and available in all geographic areas of Puerto Rico. Therefore, in this RFP ASES seeks to, among other things, contract with one (1) Managed Care Organization (hereinafter “Contractor”) through an island-wide at-risk managed care program to provide quality care to all SFHP Enrollees.

1.4 Purpose and Model of Care

- 1.4.1 Through this RFP, ASES is seeking Proposals that demonstrate the Offeror’s ability and commitment to:
- A. Improve the quality of care and resulting outcomes, particularly for Enrollees with identified chronic conditions;
 - B. Reduce unnecessary or ineffective care and thereby reduce cost to the SFHP program;
 - C. Ensure appropriate and timely access to Covered Services for Enrollees across Puerto Rico, including Vieques and Culebra, as well as facilitating and promoting access to and appropriate utilization of preventive care and behavioral health services.
 - D. Address social determinants of health to improve the overall well-being of Enrollees;
 - E. Implement sustainable, transparent and appropriate risk arrangements with PMGs and other provider types to encourage high quality care.
- 1.4.2 Under the SFHP, the Contractor contracts with Primary Medical Groups (PMGs) and the PMGs create a Preferred Provider Network (PPN) of specialists and other

Providers as a subset of the Contractor's General Networks. The key advantage of the PPN model is improved access to services for the Enrollee because (a) the Enrollee will not need a referral from his/her Primary Care Provider (PCP) to receive most services within the PPN (including necessary labs and specialist visits) and (b) Children may receive immunizations and well-child and preventive services without co-payment.

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

1.5. Legal Basis

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

Offerors must comply with all applicable federal and state laws and regulations, including but not limited to the ones listed in Appendix O of this RFP.

1.5.1 Applicable Government laws and regulations:

- Act 72 of September 7, 1993, as amended, known as "Puerto Rico Health Insurance Administration Law"
- ASES General Rules and Regulations, No. 9068 of March 29, 2019.
- Puerto Rico Insurance Code and its applicable regulations, as amended
- Act 81 of March 14, 1912, as amended, known as "Organic Law for the Puerto Rico Health Department"
- Act 194 of August 25, 2000, as amended, known as "The Declaration of Patient's Rights and Responsibilities"
- Act 408 of October 2, 2000, as amended, known as "Mental Health Code"
- Act 77 of June 24, 2013, as amended, known as the "Law of the Office of the Office of Patient Advocate"
- "Puerto Rico Pharmacy Law"
- Act 139 of August 1, 2008, as amended, known as "Law for the Medical Licensing and Discipline Board"
- Act 109 of June 28, 1974, as amended, known as "Law for the Puerto Rico Public Services Commission"

- Act 225 of July 23, 1974, as amended, known as “Law for Ambulance Services”
- The Public Services Commission’s Regulations for ambulance services in Puerto Rico, Regulation No. 6737 of December 16, 2003.
- Act 86 of August 16, 1997, as amended, known as “Law for the Residents of Culebra and Vieques”
- Act 227 of August 12, 1999, as amended, known as “Act to Implement the Public Policy on Suicide Prevention”
- Act 243 of November 10, 2006, known as “Law to Establish the Public Policy Concerning the Use of the Social Security Number for Identification and the Protection of its Confidentiality”
- Act. No. 2 de January 4, 2018, as amended, known as “Anticorruption Code for the New Puerto Rico”
- Act No. 1 of January 3, 2012, as amended, known as the “Government Ethics Law of 2011”
- Act 38 of June 30, 2017, as amended, known as the “Puerto Rico Uniform Administrative Proceeding Law”
- Act 111 of September 7, 2005, as amended, known as the “Law for Informing Citizens of the Security of Data Banks
- Act 80 of June 3, 2011 known as “Industrial and Trade Secret Protection Act of Puerto Rico” (See Section 2.4.7 of this RFP– Disclosure of Proposal Contents)
- ASES Regulations for the Imposition of Fines and Economic Sanctions for Breach of Contract of Underwriters and/or Health Services Organizations and to Establish the Procedure for Resolution and Adjudication of Related Complaints, Regulation No. 8446.
- Act No. 352 of December 22, 1999; 24 L.P.R.A. § 7061, et. seq.
- Act No. 212 of August 9, 2008; 24 L.P.R.A. § 7072, et. seq.
- Act No. 177 of August 13, 2016, as amended.
- Act No. 47 of July 23, 2017, as amended.
- Act 114 of July 30, 2010.
- Act No. 75 of July 25, 2019, as amended.
- ASES Normative Letters – available at ASES’s web page

1.5.2 Applicable Federal Laws and Regulations:

- The Social Security Act, including Titles VII, XI, XIX and XXI
- Copeland Anti-Kickback Act, 40 U.S.C 276c
- Fair Labor Standards Act of 1938, 29 U.S.C 201 et seq.
- Clean Air Act, 42 U.S.C. 7401 et seq.
- Federal Water Pollution Control Act as Amended, 33 U.S.C. 1251 et seq.
- Federal Rehabilitation Act of 1973

- Byrd Anti-Lobbing Amendment, 31 U.S.C. 1352
- The Clinical Laboratory Improvement Amendments of 1988;
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Americans with Disabilities Act, 42 U.S.C. 12101 et seq;
- Medicare Modernization Act of 2003, P.L. 108-173
- Mental Health Parity and Addiction Equity Act of 2008, P.L. 110-343
- American Recovery and Reinvestment Act of 2009, P.L. 111-5; and
- Patient Protection and Affordable Care Act of 2010, P.L. 111-148

NOTE: Although some of the federal regulations herein mentioned may not be legally mandatory for this procurement, ASES voluntarily adopts their terms and standards for the purposes of this RFP and any contract awarded hereunder.

1.6. Legal or Regulatory Warnings and Restrictions

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

1.6.1 Statements by the Offeror

An Offeror's Proposal constitutes the instrument through which the Offeror manifests its interest, offers, commitments and representations and agrees to be legally bound by the contents thereof. Statements included in the Offeror's Proposal will be accepted in good faith by ASES's officials during the evaluation and adjudication process. The Offeror's Proposal constitutes material evidence of the Offeror's commitments and representations and will be incorporated into the Contract to the extent the Offeror is awarded such Contract.

ASES reserves the right to reject an Offeror's Proposal or to disqualify any Offeror at any time during the presentation, evaluation or adjudication process.

1.6.2 Prohibition Regarding Interference in the Evaluation and Adjudication Process

During this procurement process, Offerors shall not be allowed to obtain information, interfere, influence, exert pressure or communicate with individuals named to this RFP Evaluation Committee and its Subcommittees nor any other employee, consultant or agent of ASES. **See Section 1.10 of this RFP.** One exception is for instances in which such communication is unrelated to this procurement and limited to the normal operations of current Contracts with ASES. Therefore, as explained in Section 1.10 of this RFP, on matters related to this procurement, Offerors may only communicate directly with the Procurement Contact.

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

1.6.3 Delegation of Authority

- A. Offerors acknowledge that Government and federal laws generally limit ASES' capacity to delegate certain decisions to a Contractor, such as the formulation of public policy and determination of program eligibility. Offerors awarded the Contract accept this condition and commit to comply with any new requirement or applicable law after contract execution.
- B. Offerors awarded the Contract are required to keep all accounts, books and records pertaining to financial and economic transactions for expenses related to the SFHP separate from the Offerors' other lines of business. Because the SFHP is financed with Government of Puerto Rico funds, the Contract is subject to the audit rules of Puerto Rico's Office of the Comptroller, as well as to those from any other government agency having jurisdiction over the subject matter, which may include without limitation, the Financial Oversight and Management Board for Puerto Rico.

1.6.4 Conflicts of Interests

- A. ASES is required by federal and Government of Puerto Rico law to assure the integrity and equal, fair and impartial treatment of the Offerors who elect to participate in this RFP procurement process. This duty and principle apply throughout this procurement process, including the evaluation, selection, negotiation, adjudication and execution of the Contract. To maintain among the Offerors in this RFP open and free competition, ASES maintains an aggressive policy towards actual or potential conflicting interests.
- B. **FOR PURPOSES OF THIS RFP, ASES RESERVES THE RIGHT TO DISQUALIFY ANY OFFEROR WITH A CONFLICT OF INTEREST.**
- C. ASES will investigate any charge or allegation to this effect, prior to the disqualification, if any. Likewise, ASES reserves the right, during the Term of the Contract, at any time after concluding the due process of law required, to amend, cancel, rescind, or terminate the Contract awarded to an Offeror, if ASES becomes aware of the existence of a Conflict of Interest or any situation which may affect the Offeror's independence.
- D. Offerors who participate in this RFP procurement process shall not have any interest that may or could represent an actual, potential or future Conflict of Interest, in relation to the award, execution and performance of the Contract to be signed with ASES, nor with the grantors, personnel and ASES's public service officials, its Board of Directors, or any other personnel responsible for the evaluation or adjudication of the Contract, their family members or persons with whom they live, up to a fourth-degree of consanguinity or a second-degree of affinity. Neither can the Offeror be awarded a Contract that, in ASES' sole discretion, creates the appearance of impropriety.

1.6.5 Conflicting Interests and Economic Relations

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

The information requested extends to any interest, Control or ownership interest and other business relations, direct or indirect, between the Offeror, its affiliates and subsidiaries with, or in relation to health services facilities that provide services to SFHP Enrollees. It also extends to family relations of the shareholders, members, partners, directors and officers of the Offeror, and its affiliates and subsidiaries, up to a fourth-degree consanguinity and a second-degree affinity.

NOTE: Although the federal regulations herein mentioned may not be legally mandatory for this procurement, ASES voluntarily adopts their terms and standards for the purposes of this RFP and any contract awarded hereunder.

1.6.5.2 Pursuant to the above, the Offeror and any of its Major Subcontractors must be free from such lack of independence or conflict of interest.

If such a lack of independence exists at the time of the submission of the Proposal for this RFP, the Offeror shall be required to submit with its Proposal either (i) an action plan to divest of the property, control or financial interest that causes the lack of independence (hereinafter referred to as “Divestiture Action Plan”), and remedy the same, or (ii) a detailed explanation as to why a conflict of interest is eligible to be waived and should be waived in ASES’ sole discretion prior to the awarding of the RFP, and/or the actions that Offeror proposes and shall take in order to further eliminate the conflict of interest (both hereinafter referred to as “Conflict Avoidance Plan”). ASES retains sole discretion to determine whether a Divestiture Action Plan or Conflict Avoidance Plan sufficiently addresses an apparent conflict of interest to ASES’ satisfaction in order for the Offeror to be awarded the RFP. The Offeror shall also submit Appendix C-1 of this RFP accepting that, if awarded a Contract, the Divestiture Action Plan or Conflict Avoidance Plan, as approved in writing by ASES, will be expeditiously implemented before the signature of the Contract. FAILURE TO PROVIDE A DIVESTITURE ACTION PLAN OR CONFLICT AVOIDANCE PLAN WHERE

REQUIRED, AND APPENDIX C-1, WILL BE SUFFICIENT CAUSE FOR THE DISQUALIFICATION OF THE OFFEROR. Furthermore, failure to comply with the Divestiture Action Plan or Conflict Avoidance Plan as approved by ASES shall be deemed sufficient cause for the forfeiture of the Proposal Bond by the Contractor and/or subcontractor(s) and in favor of ASES. For more information, see Appendix C-1 of this RFP.

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

WARNING: If a conflict of interest is determined to exist that cannot be resolved to the satisfaction of ASES before the signature of the Contract, the conflict will be grounds for deeming a Proposal non-responsive and the disqualification of the Offeror will ensue. For more information, see Appendix C & C-1 of this RFP.

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

1.6.6. Criminal Background Check

ASES is prohibited by law to enter into contracts with any Offeror that has been convicted or pleaded guilty in Puerto Rico, the United States of America, or any other country, of criminal acts or constituting corruption, Fraud, embezzlement, or unlawful appropriation of public funds, pursuant to Act 2 of 2018, as amended.

Likewise, ASES is prohibited by law to grant a contract to an Offeror, if its affiliated or subsidiary companies, or if any of its officers, directors, agents, members, partners, ruling bodies or other persons that perform equivalent functions for the Offeror, have been convicted or pleaded guilty at a state or federal court in any jurisdiction of the United States of America of any crime involving corruption, fraud, embezzlement, unlawful appropriation of public funds, pursuant to Act 2 of January 4, 2018, as amended, and crimes stated in Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended; Articles 250-266 of Act No. 146-2012 as amended; or any of the crimes stated in Article 6.8 of Act No. 8-2017 as amended.

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

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

- In the case of a legal person, to require a certification to the effect that neither it nor any of its shareholders, members, partners, Agents, officers, principals, employees, subsidiaries, or Parent Companies has been convicted or pleaded guilty for any crimes involving corruption, Fraud, embezzlement, or unlawful appropriation of public funds or property, in the Government of Puerto Rico or federal jurisdictions. (Refer to Appendices D & E of this RFP).
- To include a contractual clause to the effect that the Contract will be terminated and rescinded if the Contractor is convicted for the commission of any crimes involving corruption, Fraud, embezzlement, or unlawful appropriation of public funds or property, in the Government of Puerto Rico or federal jurisdictions.
- To require that the Contractor recognize its obligation to report, in a continuous manner, during the Term of the Contract, any fact or event related to the conviction for crimes involving corruption, Fraud, embezzlement, or unlawful appropriation of public funds or property, in the Government of Puerto Rico or federal jurisdictions. This duty shall be of a continuous nature during all the stages of this procurement and term of the Contract.
- To require the Contractor that in the event it knows that it or one of its Subcontractors is under investigation for, or accused of, in Puerto Rico or any other jurisdiction, a crime involving corruption, fraud, embezzlement, or unlawful appropriation of public funds, pursuant to Act No. 2 of 2018, it must affirmatively disclose this information to ASES in writing immediately upon acquiring such knowledge. See Article 49.2 of the Contract, Appendix K of this RFP. Refer also to Appendix E of this RFP.
- To require a certification to the effect that, during the ten (10) years prior to the formalization of the Contract, the entity entering into the Contract has not committed any crimes involving corruption, fraud, embezzlement, unlawful appropriation of public funds or property, in the Government of Puerto Rico or federal jurisdictions.
- To include a contractual clause to the effect that before the Effective Date of the Contract, the Contractor shall disclose to ASES the identity of any person who has an ownership or control interest in the entity, or is an agent or managing employee of the entity, who has been convicted of a criminal offense related to the Medicare, Medicaid, or Title XX services programs. **NOTE: Although this regulation may not be legally mandatory for this procurement, ASES voluntarily adopts its terms and standards for the purposes of this RFP and any contract awarded hereunder.**

1.6.7 Lobbying

No appropriated funds supporting this Contract may be expended by the Contractor for payment of any person for influencing or attempting to influence an officer or employee of ASES or of any other government agency, a Member of the Puerto Rico

Legislature or an employee of a Member of the Puerto Rico Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit the Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements in accordance with its instructions. See Appendix F of this RFP.

1.6.8 Ownership of Information

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

All the documents related to the SFHP Contract will be subject to evaluation and Audits, and shall be made available, within a reasonable period of time and without modifications, for evaluation by ASES's personnel and their Authorized Representatives. Additionally, ASES will have the right to request these documents at no cost to ASES

1.6.9 Rights over the Information

The Offeror recognizes and accepts that ASES is the exclusive owner and that ASES has all the ownership rights over any and all Information related to or generated or in connection to the SFHP and the Contract. ASES has exclusive rights over all Information and Data, including but not limited to, the Enrollees' personal and health information and the Data related to Utilization, costs, and fees.

The Offerors selected, their Providers under contract (PMGs and physicians, etc.) and Subcontractors shall not transfer, assign, dispose of or sell this Information to Third Parties or use it for commercial purposes or in their own private businesses. Engaging in such a practice constitutes a violation of HIPAA and ASES's property rights and shall result in penalties, fines or the rescission and termination of the Contract.

All documents related to SFHP Contract, including, but not limited to: policies, procedures, analysis, protocols, and communications, shall be made available and filed with ASES's representatives, without changes to their original format (no PDF), whenever requested. In the event that ASES requests copies of these, the

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

Offerors awarded the Contract for the SFHP shall include a clause in their Provider and Subcontractors, if any, contracts stating that the personal and utilization information or data pertaining to the SFHP Enrollees belongs exclusively to ASES. This clause shall also require that the Contractor, its Providers and Subcontractors, if any, not give access, assign, or sell, the Information and Data to Third Parties, without the prior written consent from ASES, and all private Information be managed in accordance with HIPAA requirements. Offerors awarded a Contract are required to include penalty clauses in Provider and Subcontractor contracts to discourage this practice. The penalty clauses shall state that related fines will be payable to ASES.

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

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

- a. All computer software and programs, which have been designed or developed for ASES, or acquired by the Contractor on behalf of ASES, are used in the performance of the Contract.
- b. All internal system software and programs developed by the Contractor or Subcontractor(s), including all source codes, which result from the performance of the Contract;
- c. All necessary Data files;
- d. User and operation manuals and other documentation;
- e. System and program documentation in the form specified by ASES;

- f. Training materials developed for ASES's staff, agents or designated representatives in the operation and maintenance of this software and other programs.

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

1.6.10 Availability of Funds

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

1.6.11 Relations with Government Entities

In the event that the Offeror is awarded a Contract, the Offeror will be required and obligated to establish a close cooperative and working relationship with ASES and Abarca Health, LLC, the current Pharmacy Benefit Manager (PBM) and Rebate Aggregator (RA), presently under contract. The Offeror will also be obligated to work with the current Contractors to ensure a safe and efficient transition of Plan Vital State Population Enrollees, within the timeframe established by ASES.

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

- The Puerto Rico Office of the Comptroller;
- The Puerto Rico Office of the Inspector General;
- The Puerto Rico Department of Justice;
- Administración de Servicios de Salud Mental y Contra la Adicción (ASSMCA – the Puerto Rico Mental Health and Against Addiction Services Administration);
- Puerto Rico Insurance Commissioner's Office (PRICO);
- The Administración de Familias y Niños (ADFAN – Families and Children Administration);
- The Office of the Women's Advocate; and
- The Office of the Patient's Advocate, among others.

1.6.12 Access to contract materials

The Contract awarded by ASES will include a provision to the effect that ASES, the Puerto Rico Office of the Comptroller, other agencies with oversight authority and/or any of their duly Authorized Representatives must have access to any books, documents, papers and records and staff of the Contractor which are directly pertinent

to the MCO Services for the purpose of making evaluations, examinations, excerpts and transcriptions.

1.6.13 Contractual Clauses pursuant to OSG No. 2025-002 from the Office of the Government of Puerto Rico Chief of Staff and Circular Letter No. 006-2025 from the Office of Management and Budget of the Government of Puerto Rico, PRITS Law No. 75 of 2019 and its rules and regulations, and Circular Letter CC-008-2023 from the Office of Management and Budget of the Government of Puerto Rico.

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

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

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

The Parties shall acknowledge that the Contractor will submit the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico and in force as of November 6, 2017, and as amended on April 30, 2021, signed by the Contractor's Executive Director (or other official with a position or authority equivalent to issue such certifications). A signed copy of the Contractor Certification Requirement (Appendix C of the FOMB Policy) shall be included as an annex to the ensuing contract. See Attachment A located in the Procurement Library.

1.6.14 Prohibition against Discrimination

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

1.6.15 Sole Registry of Professional Services Provider

For the contracting of professional services in the Government of Puerto Rico, it is a mandatory requirement that the professional service provider be registered in the Sole Registry of Professional Service Providers (RUP for its Spanish acronym), under the corresponding category and that it has the corresponding certification of registry issued

by the Puerto Rico General Services Administration (“Administración de Servicios Generales” or “ASG” for its Spanish acronym). See, Article 3.3 of the Regulations on the Sole Registry of Bidders for the Government of Puerto Rico, #9301 located in the Procurement Library. (Attachment B of this RFP).

1.6.16 Outstanding debts with the Government

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

1.6.17 Order of Precedence

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

1.7. Summary of Scope of Work

1.7.1 ASES requests proposals for managing the delivery of all Covered Services under a capitated risk-bearing contract, meeting program requirements, and conducting administrative and system development functions. The desired outcome of this procurement is a comprehensive service delivery system that provides, on a timely basis, the full array of benefits and services similar to those offered in Plan Vital for the Medicaid population, island-wide, ensures cost-effective care, and focuses on quality of health care services over quantity.

The purpose of this competitive RFP is to select an Offeror that has the experience and expertise to perform the requirements described herein.

1.7.2 Island-wide coverage

ASES is requesting proposals for the State Population throughout Puerto Rico irrespective of the individual’s place of residence, including Vieques and Culebra. Note, all Offerors must submit a proposal for all state eligible populations including domestic violence victims.

1.7.3 General functions of the Contractor

Offerors awarded a Contract will perform a wide array of services to ensure quality care and timely access to the State Funded Health Plan Enrollees. The following is a high-level summary of the Contractor's obligations under the Contract (Appendix K of this RFP) **Note:** This Appendix is currently under final administrative review and will be issued shortly via an Addendum to this RFP. Registered Offerors will be notified upon its publication. Offerors are advised to monitor the ASES webpage regularly for updates:

1.7.3.1. Guarantee quality care and timely access to covered services for all SFHP Enrollees through an integrated and coordinated care model.

1.7.3.2. Implement and execute models that result in cost efficiencies and savings to the SFHP program.

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

1.7.3.4. Provide benefits in accordance with the Puerto Rico laws and regulations and cost sharing as outlined by ASES.

1.7.3.5. Establish a robust, high-quality Provider network that meets or exceeds network adequacy requirements and assures that Enrollees receive appropriate and timely access to physical and behavioral health services through the PMG and PPN model. The Provider network must be Fully Credentialed and must include a sufficient number of Providers and specialists to adequately meet, on a timely basis, the needs of the Enrollees. In addition, the Provider network must include and encourage the use of health Providers that belong to or are administered or operated by the Government of Puerto Rico, municipalities, Academic Medical Centers, the Health Department's pediatric centers, and federally qualified health centers (FQHCs). See Appendix G of this RFP for a list of Government of Puerto Rico-owned and operated facilities.

NOTE: The Contractor cannot and will not be a Provider of Covered Services under this Contract. The Contractor will not contract as Network Providers any Affiliates, Related Party, subsidiaries, or affiliated companies unless it is a necessity to do so in order to comply with the network adequacy standards that ASES has adopted under 42 CFR 438.68. See Section 10.1.6 of Appendix K of this RFP. NOTE: Although the federal regulation herein

mentioned may not be legally mandatory for this procurement, ASES voluntarily adopts its terms and standards for the purposes of this RFP and any contract awarded hereunder.

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

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

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

1.7.3.9. Make timely payments to Providers.

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

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

1.7.3.12. Establish policies and procedures for the proper Full Credentialing of all Providers and assurance that all Providers are enrolled with ASES as SFHP providers.

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

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

1.7.3.15. Establish best practices to address high utilizers of services in alignment with the HCIP for all Enrollees in the program.

1.8. Scope of Procurement

The scope of this procurement includes the implementation and operation of the Contract, including providing on a fully integrated basis, physical health and behavioral health services to State Population Enrollees eligible for the State Funded Health Plan (SFHP).

Following execution of the Contract, the successful Offeror shall work with ASES through a readiness review period to demonstrate its readiness to carry out the provisions outlined in the Contract, including all Appendices and the content of the Offeror's proposal. The Offeror will be responsible for the provision of all Covered Services described in the Contract beginning October 1, 2026; to the extent the Offeror has demonstrated readiness.

Following this procurement, ASES's intent is to contract with one (1) qualified MCO for the contract terms resulting from this RFP, pursuant to the evaluation procedures outlined below and the rules and regulations that govern ASES. The term of the initial Contract will be from October 1, 2026, through June 30, 2029, with an option to extend for up to two (2) additional years each from July 1, 2029, to June 30, 2030, and another from July 1, 2030, to June 30, 2031, at ASES's discretion. PMPM Payments made by ASES to the MCOs will be evaluated for each contract year in accordance with applicable requirements for actuarially sound PMPM Payments. See also Section 2.3.8 of this RFP. The executed Contract and actuarially sound PMPM Payments are subject to FOMB approval for each contract term.

1.9. Re-procurement of Services

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

1.10. Procurement Contact

ASES has designated a Procurement Contact who is the sole point of contact regarding the RFP 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. An Offeror that contacts another Government of Puerto Rico employee or agent in violation of this requirement will be excluded and disqualified from further participation in this procurement. See Section 1.6.2 of this RFP.

Questions shall be clearly labeled and shall cite the specific source that forms the basis of the question. For example, if the Offeror has a question related to this procurement schedule, the Offeror must cite to Section 2.1 of this RFP.

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

Contact information for the Procurement Contact is as follows:

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

1.11 Offeror Qualifications/Conflicts of Interest

ASES is seeking Offerors that:

1. Demonstrate a clear understanding of ASES's needs, the services sought and the Offeror's responsibilities.
2. Demonstrate that the Offeror understands its role as partner and advisor to ASES.
3. Demonstrate the Offeror's capability to perform all services and meet all Contract requirements.
4. Demonstrate how the Offeror will contribute to the achievement and advancement of ASES's goals and objectives.
5. Demonstrate operational capacity to support a October 1, 2026, Implementation Date.
6. Demonstrate financial solvency and stability to perform the services of this RFP.
7. Demonstrate the capacity to perform the work addressed in Section 1.7 of this RFP, Scope of Work and the Contract Model in Appendix K, subject to the following stipulations:
 - An Offeror shall be licensed or authorized by the Office of the Insurance Commissioner of Puerto Rico prior to Contract Award. If at the time of submittal of the proposal, the Offeror is in the process of being licensed or authorized by the Office of the Commissioner, the Offeror must present

sufficient evidence of said process and the current status. (See Section 5.2 of this RFP.)

- The burden is on the Offeror to present sufficient assurance to ASES that awarding the Contract to the Offeror shall not create a Conflict of Interest. (See Sections 1.6.4 & 1.6.5 of this RFP for additional information on compliance with Conflict of Interest requirements).
- The Offeror and any proposed subcontractor is/are in compliance with other applicable legal requirements to become a government service provider. (e.g. See Sections 1.6.6, 1.6.15, 1.6.16 of this RFP).

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

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

1.12. References

ASES reserves the right to check any references, regardless of the source of the reference Information, including but not limited to, those that are directly provided by the Offerors using Appendix H of this RFP, those identified by the company in the Proposal and/or those that are identified during the review of the Proposal and/or result from independent analysis by the Evaluation Committee members, or those that result from communication with other entities involved with similar projects. Results of these reviews are intended to contribute to the recommendation of the Evaluation Committee. For more instructions, see Sections 2.3.6 & 5.6 of this RFP.

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

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

1.13. Procurement Library

1.13.1 The Procurement Contact has established a procurement library in the repository of documents' secure site. The library includes data and other electronic documents with relevant information for the process. Offerors are encouraged to review the materials

contained in the library. Hard copies will not be made available. Registered Offerors will be notified when information in this procurement library changes.

1.13.2 All Offerors who desire access to the Procurement Library must submit a timely Notice of Intent to Participate. See Section 2.3.2 of this RFP.

1.13.3 DISCLAIMER

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

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

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

1.13.3.4 All statistical information and information concerning volumes contained in the Library and in this RFP represent the best information available to ASES at the time the RFP was prepared.

1.13.3.5 Requirements specified in the RFP shall take precedence over documentation in the Library if a conflict exists.

1.14. Subcontracts

The services to be provided under this RFP and subsequent Contract, may not be assigned, or Subcontracted without the prior written approval of ASES, in its sole discretion. See Section 2.4.4 of this RFP. The request to contract a Third Party must specify the matters in which it will intervene and must be submitted in writing following all applicable instructions of ASES's Guidelines for the Professional and Counseling Services Agreement for Fiscal Years 2022 and Subsequent, Letter of March 12, 2021. See Procurement Library. In the case of Major Subcontractors, as herein defined, the Offeror must include the same documents and certifications required for government contracting that are required from the Contractor. See Section 5.13 of this RFP.

A Major Subcontractor is a Subcontractor who will perform or dedicate 25% or more of the tasks and responsibilities to be awarded to the Contractor under the Scope of Work of this RFP (SOW), 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.

For purposes of this RFP and its ensuing Contract, core tasks include, but are not limited, to the following items:

- Service Line (Members, Medical Advice) (See Model Contract)
- Medical Necessity Determinations (Prior Authorization, Medical Necessity Decisions, Utilization Management) for all covered services and administrative functions categories described in Section 7.4.1 and Article 11 of the Model Contract)
- Non-Emergency Medical Transit (NEMT) (Section 7.5.16 of the Model Contract)
- Care Management (Section 7.8.2 of the Model Contract)
- Health Risk Assessments (HRA) (Section 7.1.5 of the Model Contract)
- Provider Services Call Center (Section 9.5.6 of the Model Contract)
- Provider Network Management/Contracting (Physical and Behavioral Health, Telehealth, Dental) – Any contractor responsible for building network/recruitment, executing provider contracts, monitoring network adequacy and access, handling provider complaints, provider education, provider payment. (Article 10 of the Model Contract)
- Grievances and Appeals (Article 14 of the Model Contract)

2. CONDITIONS GOVERNING THIS PROCUREMENT

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

2.1. Issuance Office and RFP Reference Number

ASES is the issuing office for this RFP and all subsequent addenda relating to it. This RFP's reference number is RFP #2026-002 (SFHP). It is required to refer to or include this number in all proposals, correspondence, and documentation relating to the RFP.

2.2. Procurement Schedule

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

Action	Responsible Party	Date
1. Publication of RFP Document	ASES	July 31, 2026
2. Notice of Intent to Participate (Appendix A)	Offerors	Suggested no later than August 5, 2026
3. Deadline to submit written questions regarding RFP and Data Book	Offerors	August 5, 2026 at 11:59 PM (AST)
4. Mandatory Pre-Proposal Conference and Actuarial Conference	ASES/Offerors	August 7, 2026 at 10:00 AM (AST)
5. Publishing of responses to written questions/RFP amendments	ASES	August 10, 2026
6. Submission of Proposal Bond	Offerors	August 14, 2026 no later than 4:00 PM (AST) at the ASES Finance Office
7. Deadline to submit reference letters	Referring Party	August 14, 2026 at 11:59 PM (AST)
8. Submission of Proposal	Offerors	August 14, 2026 at 11:59 PM (AST)
9. Notice of Intent to Award Contract	ASES	No later than September 21, 2026
10. Request for Judicial Review	Offerors	Twenty (20) calendar days from the mailing of the Notice of Intent to Award pursuant to Section 4.2 of Act No. 38-2017, as amended.
11. Contract Execution	ASES and Awarded Contractor	Conclude process no later than September 24, 2026
12. Readiness Review	ASES and Awarded Contractor	Conclude process no later than September 30, 2026
13. Go-Live date	ASES and Awarded Contractor	October 1, 2026
NOTE: Dates are subject to change based on number of proposals to evaluate, any unforeseen situation or force majeure, and final approval from applicable state agencies and FOMB, as necessary. ASES reserves the right to request additional/clarification from Offeror at any time during the procurement process. ASES reserves the right to revise the SFHP contract following proposal evaluations.		

2.3. Explanation of Events

2.3.1. Issuance of Data Book

The RFP Document and Data Book are being issued by ASES. The RFP Document has been published in ASES's webpage under "CONTRATACIÓN GUBERNAMENTAL"/ACTIVE RFPs/RFP 2026-002 (SFHP). The Data Book

will be available electronically in ASES's ShareFile to those who submit a timely Notice of Intent to Participate.

2.3.2. Notice of Intent to Participate (Appendix A)

2.3.2.1 Potential Offerors are encouraged to promptly return by email the Notice of Intent to Participate (Appendix A of this RFP) and **not later than August 5, 2026**, to have their organization placed on the Procurement Distribution List and receive:

- a. The username and password to access ASES's ShareFile (designated secure site) where the Procurement Library and Data Book has been located and where Proposals must be uploaded (See also Section 2.3.2.2 of this RFP);
- b. Access information to join the Virtual Mandatory Conference(s)*;
- c. Written responses to questions*; and
- d. Any RFP Amendments*.

***THESE DOCUMENTS WILL ALSO BE POSTED IN ASES's WEB PAGE UNDER "CONTRATACION GUBERNAMENTAL"/ACTIVE RFPs/RFP 2026-002 (SFHP). Regardless of submitting a Notice of Intent to Participate, Offeror's are responsible for monitoring the official posting site of the RFP for any amendments or notifications.**

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

2.3.3. Mandatory Pre-Proposal and Actuarial Virtual Conference

2.3.3.1 A mandatory pre-proposal and actuarial virtual conference will be held to allow Offerors to ask questions and clarify issues concerning this RFP. **ATTENDING THE PRE-PROPOSAL & ACTUARIAL VIRTUAL CONFERENCE IS A PREREQUISITE FOR SUBMITTING A PROPOSAL. FAILURE TO PARTICIPATE WILL CAUSE THE AUTOMATIC DISQUALIFICATION AND PRECLUDE THE POTENTIAL OFFEROR FROM ANY FURTHER PARTICIPATION IN THIS RFP PROCESS.**

2.3.3.2 This required conference will be held on **August 7, 2026**, at 10:00 AM (AST) virtually via MS Teams platform. Further instructions will be published on ASES's webpage UNDER "CONTRATACIÓN GUBERNAMENTAL"/ACTIVE RFPs and sent by email to all Potential Offerors who submit a Notice of Intent to Participate (Appendix A).

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

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

a. The Virtual Meeting Waiting Room will be open beginning at 9:45 AM (AST).

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

2.3.3.5. Spontaneous verbal remarks provided in response to questions/inquiries are unofficial and are not binding on ASES unless later confirmed in writing. ASES will share written responses to questions received shortly after the Conference, if feasible, otherwise, will be provided with the Q&A Response.

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

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

2.3.4.1 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.

2.3.4.2 Potential Offerors may submit a maximum of twenty-five (25) written questions as to the intent or clarity of this RFP and its appendices, attachments and the Data Book.

2.3.4.3 Offerors shall submit all questions in writing by a non-encrypted email to the Procurement Contact using the Questions and Answers Template in Appendix I of this RFP.

2.3.4.4 Questions must be received by **August 5, 2026**. ASES will not accept questions and issues submitted by means other than email, except during the Preproposal Conference. The email message must contain the following as the subject line:

RFP 2026-002 (SFHP) Question/Clarifications: (Offeror's Name)

2.3.4.5 Questions shall be clearly labeled and shall cite the Section(s) in this RFP or other document that forms the basis of the question. Questions in excess of the limit herein stated will not be considered. No compound or multi-part questions are allowed. If submitted, each part of the compound or multi-part question will count as one (1) of the twenty-five (25) questions allowed. ASES will not answer more than twenty-five (25) questions per Offeror.

2.3.4.6 Notwithstanding the initial question submission deadline and quantity restriction, ASES will accept questions or inquiries about the reporting of RFP errors if such inquiries are received at least five (5) business days prior to the Proposal Submission Date.

2.3.5. Publishing Responses to Written Questions/RFP Amendments

2.3.5.1 Written responses to written questions and any RFP amendments will be distributed to all potential Offerors appearing on this procurement distribution list, will be posted on ASES' ShareFile and published on ASES's WebPage under "CONTRATACION GUBERNAMENTAL/ACTIVE RFPs/RFP 2026-002 (SFHP)".

2.3.5.2 ASES shall make every effort to provide answers as close to the deadline as possible. ASES reserves the right to determine, at its sole discretion, appropriate and adequate responses to written comments, questions, and requests for clarification. ASES's official responses and other official communications pursuant to this RFP shall constitute an amendment or supplement of this RFP.

2.3.5.3 ASES reserves the right to amend this RFP (including all appendices, attachments, Data Book) any time before the closing date for submitting proposals (August 14, 2026), excluding changes to the schedule of events. Amendments shall be sent to all Offerors appearing on this procurement distribution list pursuant to Section 2.3.2 of this RFP. Amendments as well will be published on ASES's web page.

2.3.6. Deadline to submit reference forms

2.3.6.1 The Offeror must submit with the Proposal a list that includes at least (3) specific client references, with at least one for a state program (similar to Medicaid) or other similar (of like size and complexity) government or private industry project within the last five (5) years. Each reference noted on the list must include the contact name and phone number, a brief description of the services provided, and the period of service. Offerors may NOT request References from ASES, its employees nor entities affiliated to the Offeror/Major Subcontractor. See Sections 4.1.4 & 5.6 of this RFP.

2.3.6.2 Offerors must ensure that all reference letters from the clients listed in the list mentioned above are delivered by email directly by the client to the Procurement Contact by August 14, 2026. Offerors must ensure references are completed using the reference form in Appendix H of this RFP. Offerors may contact the Procurement Contact prior to the deadline to confirm references have been received.

2.3.6.3 Offerors are responsible for making a duplicate (hard copy or electronic document) of the appropriate form, as it appears in Appendix H of this RFP, and adding the following customized information to the form:

- Offeror's name;
- Reference organization's name; and
- Reference contact's name, title, telephone number, and email address.
- Sending the form to each reference contact;
- Giving the contact a deadline that allows for ASES to receive the reference form on or before September 2, 2026.

2.3.6.4 Reference forms must be emailed by the referring party directly to asesprocurement@ases.pr.gov. **Reference forms submitted by the Offeror directly to ASES will not be accepted. References received after the deadline will not be accepted.**

2.3.6.5 If any reference fails to respond, ASES may, at its sole discretion, require the Offeror to furnish substitute or additional references. ASES further reserves the sole and exclusive right to determine that the submission of fewer than three (3) client references is acceptable when the Offeror provides satisfactory evidence of a diligent and good-faith effort to obtain the required references.

2.3.7. Submission of Proposal

2.3.7.1 Proposals are due at September 2, 2026. Offerors are required to submit only one (1) Proposal in response to this RFP. The entire Proposal must be uploaded onto ASES's ShareFile. The Offeror must place the Proposal in the appropriate folders with the Offeror's name on this secure site. A late Proposal shall not be accepted, and an Offeror's failure to submit a complete Proposal before the deadline shall cause the Proposal to be disqualified. See, Section 4.1.3 of this RFP.

WARNING: All access to ASES's ShareFile where proposals will be uploaded by the Offerors will be closed right after 11:59 PM (AST). Hence, take all necessary precautions to upload the documents with sufficient time before the deadline and closing of all access and make sure that they all were properly uploaded.

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

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

2.3.8. Notice of Intent to Award Contract

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

2.3.9. Request for Judicial Review

Any Offeror who understands that it has been affected by the final determination of ASES in the adjudication of this RFP may submit a written Petition for Judicial Review within twenty (20) calendar days from the date of the mailing of the Notice of Award of this RFP. The mere filing of the Petition will not stay the adjudication proceedings of this RFP. See Section 4.2 of Act No. 38-2017, as amended, 3 L.P.R.A. §9672.

2.3.10 Performance Bond

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

2.3.10.2 The Bond must be issued by an insurance company duly authorized to do business in Puerto Rico, duly certified by the Office of the Insurance Commissioner of Puerto Rico with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the A.M. Best's Key Rating Guide and approved by ASES. The bond shall be made payable to ASES. The Contract and dates of performance shall be specified in the bond.

2.3.10.3 The initial amount of the bond shall be equal to Ten million dollars (\$10,000,000). The initial bond shall be submitted to ASES prior to signature of the Contract.

2.3.10.4 The bond amount shall be reevaluated and adjusted annually. The adjusted amount shall be equal to fifty percent (50%) of the total Capitation Payment paid to the MCO for the first month of each new contract term. The adjusted bond shall

be submitted to ASES within sixty (60) Calendar Days of notification to the MCO of the adjusted amount.

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

2.3.11. Contract Execution

The Offeror shall not have a right to open negotiations of the terms of the of the Contract with ASES. Any Offeror who places conditions on its Proposal to negotiate the terms and conditions of the Contract will be disqualified from the process. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's Proposal will be incorporated into and become part of the Contract. The Model Contract and PMPM Payments are subject to review and approval by ASES and the FOMB, as specified in Sections 1.5 & 1.8 of this RFP. ASES assumes no liability for any work performed by the selected Offeror in anticipation of a binding Contract prior to the approval date and the Go-Live Date of the Contract.

2.3.12. Readiness Reviews

ASES, or a designated Third Party, shall conduct a readiness review of the Contractor's operations beginning before the Go Live or Implementation Date of the Contract. The Offeror awarded the Contract shall demonstrate to ASES's satisfaction that it is able to meet the requirements of this RFP and the Contract including the Contractor's proposal in response to the RFP. Enrollees will not be assigned to the Offeror awarded the Contract until it has passed readiness as determined by ASES. Certification to Go-Live is contingent upon the Offeror's ability to meet the readiness review requirements. ASES has the discretion to reduce the readiness review term, if operationally viable.

The Offeror shall cooperate in "readiness reviews", which may include, but are not limited to:

- Desk audit of required deliverables such as policy and procedure, tools, assessments and other required documentation;
- A comprehensive on-site review to include validation of the MCO and any Major Subcontractor's readiness, as determined by ASES, to begin operations on October 1, 2026, including but not limited to:
- Demonstrations of the Offeror's operations capacity and systems (including information systems connectivity testing);
- Validation of a sufficient provider network

- Testing of claims processing and payments with major Provider types such as hospitals, physician groups; and
- Interviews with the Offeror's staff.

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

2.3.13. Go-Live Date

The Go Live or Implementation Date is the date on which the Offeror would assume responsibility for the provision of covered services to Enrollees. As of the date of this RFP, the Go-Live date is anticipated to be October 1, 2026.

2.4. General Requirements

2.4.1 Acceptance of Conditions Governing this Procurement and Other Factors

Offerors must indicate their acceptance of the conditions governing this procurement section in the Letter of Transmittal Form (see Appendix B). Submission of a Proposal constitutes acceptance of the evaluation process contained in Section 4 of this RFP. ASES assumes no liability for any work performed by the selected Offeror in anticipation of a binding Contract prior to the approval date and the Go-Live Date of the Contract.

2.4.2 Incurring Cost

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

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

2.4.3 Contractor Responsibility

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

2.4.4 Subcontractors and Delegation

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

2.4.4.2 Proposed use of Subcontractors for functions and responsibilities under the Model Contract that would be delegated to another entity and/or a Network Provider (and thereby make the Network Provider a Subcontractor if the Network Provider is responsible for services other than providing Covered Services pursuant to a Provider Contract) must be clearly identified and explained in the Proposal, and all Subcontractors must be identified by name. Offeror/Contractor must also disclose the remuneration that the subcontractor will receive for the work to be carried out, and the profit margin, if any, that the Offeror will have in relation to the subcontractor's paid fees, as required in Section 5.13 of this RFP. The above referenced Section establishes additional document requirements for Major Subcontractors.

2.4.4.3 Acceptance of the Proposal and award of a contract under this RFP does not constitute automatic approval for the use of any subcontractor by ASES. A review of the proposed contract between the Contractor and its subcontractors, an assessment of the subcontractor's readiness and any other final financial or legal reviews will be required prior to delegation of any contract activities to a Major Subcontractor. The Contractor selected through this RFP will be required to implement a contingency plan if a proposed subcontractor is not approved by ASES.

2.4.4.4 The Contractor shall be wholly responsible for the entire performance under the terms of the Contract, whether or not Subcontractors are used. The Proposal must address the Offeror's contingency plan for providing the service in the event that ASES does not grant permission for a subcontractor and/or the subcontractor does not pass readiness review.

2.4.4.5 Offerors awarded a Contract must submit Subcontract(s) to ASES for review in accordance with the timeframes outlined in the Contract. ASES reserves the right to audit Subcontractor(s) at the Contractor's expense. All Subcontractors are required to have a Business Associates Agreement (BAA) agreement with the Contractor.

2.4.4.6 Contractors who will use subcontractors as part of their proposals are encouraged to include and involve small, minority, and woman-owned businesses.

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

2.4.5 Offerors' Right to Withdraw Proposal

The Offeror may withdraw its Proposal at any time prior to Contract award through an official communication duly signed by the authorized representative.

2.4.6 Proposal Offer Firm and Proposal Bond

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

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

2.4.7 Disclosure of Proposal Contents

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

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

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

In a separate appendix, Offerors shall supply a listing of the provisions identified by Section/Subsection number for which it seeks confidential treatment and identify the statutory basis or bases under federal law and/or Puerto Rico Law,

including a detailed justification for exempting the information from public disclosure.

Confidential Data is normally restricted to confidential financial information concerning the Offeror's organization and Data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act and Act #80 of June 3, 2011, as amended, (known as "Industrial and Trade Secret Protection Act of Puerto Rico"). The price of products offered, or the cost of services proposed shall not be designated nor considered as proprietary or confidential information. Hence, it will be fully disclosed to the public.

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

By submitting a Proposal, Offeror acknowledges that it is responsible for defending the confidential nature of the portions of its Proposal marked as such and agrees to hold harmless and indemnify the Government of Puerto Rico, ASES and the Federal Government for all costs or damages associated with ASES or other governmental entities defending Offeror's request for confidential treatment. Offeror also agrees that ASES may copy the Proposal to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any Third Party.

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

2.4.8 No Obligation

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

If within a reasonable time after the Notice of Intent to Award is issued, a Contract is not finally executed between ASES and the selected Offeror, ASES reserves the right to cancel said award, go against the Proposal Bond and award the contract to the next best Offeror.

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

2.4.9 Cancellation

2.4.9.1 This RFP may be cancelled at any time, and any and all Proposals may be rejected, in whole or in part, and without incurring any liability to the Offerors, when ASES determines, in its sole discretion, that the cancellation serves the best interest of the Government of Puerto Rico. This includes cancellation after proposals have been received, but before a contract is awarded, including but not limited to, the following circumstances:

- a. If ASES does not receive a sufficient number of Proposals that meet the Mandatory Requirements, ASES may cancel this RFP.
- b. In the 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 cancel the RFP.

2.4.9.2 Offerors shall not be entitled to reimbursement for any costs incurred in preparing their proposals in the event of such cancellation.

2.4.10 Sufficient Appropriation

Any Contract awarded as a result of this RFP process may be terminated if sufficient Government of Puerto Rico and/or federal appropriations or authorizations, including from the Financial Oversight and Management Board for Puerto Rico do not exist. Such termination will be effected by written notice to the Contractor. ASES's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final. See also Section 1.6.10 of this RFP.

2.4.11 Legal Review

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

2.4.12 Governing Law

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

2.4.13 Basis for Proposal

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

2.4.14 Contract Terms and Conditions

The Contract between ASES and the Offerors selected will be provided by ASES. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's Proposal will be incorporated into and become part of the Contract, except as otherwise provided in the Contract. However, in the event of a conflict between the terms of the Contract and the terms of this Request for Proposals or the terms of the Contractor's Proposal, the terms of the Contract shall prevail

2.4.15 Offeror Qualifications

The Evaluation Committee may make such investigations as it may deem necessary and/or convenient to determine the Offeror's ability to adhere to the requirements specified in this RFP. The Proposal of any Offeror that is not a responsible Offeror or that fails to submit a responsive offer will be rejected.

2.4.16 Notice

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

2.4.17 Right to Publish

Throughout this procurement process and Contract term, potential Offerors, Offerors, and the selected Contractors must secure from ASES written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent Contract. **Failure to adhere to this requirement may result in disqualification of the Offeror's Proposal or termination of the Contract.**

2.4.18 Ownership of Proposals

All documents submitted in response to this RFP shall become the property of ASES and the Government of Puerto Rico. See also Section 1.6.8 and 1.6.9 of this RFP.

2.4.19 Electronic Mail Address Requirement

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

2.4.20 Use of Electronic Versions of this RFP

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

3. RESPONSE FORMAT AND ORGANIZATION

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

3.1 Number of Responses

Offerors shall submit only one (1) Proposal. Alternative proposals will not be accepted. A compliant Proposal includes the Mandatory Requirements and forms listed in Section 5 of this RFP, responses to the questions in Section 6 of this RFP, the Cost Proposal Template and information required in Section 7 and any other forms and appendices that may be required in this RFP.

3.2 Proposal Format

3.2.1 All proposals must be typewritten on standard 8 ½" x 11" paper size. The pages should have one-inch margins, and the font shall be 12-point Arial or Times New Roman. The Proposal must be set at a one and one-half (1.5) line spacing. Larger paper size (up to 11" x 17") and smaller fonts are permissible for charts, diagrams, spreadsheets, etc. Offerors must comply with the page-limit requirements specified in Section 3.3.3 of this RFP.

3.2.2 The Proposals must be in Microsoft Word or a searchable PDF format. All pages of the Proposal shall include the RFP number (RFP # 2026-002 (SFHP)) consistently in either the footer or header on each page.

3.2.3 The Proposal and its Attachments must be drafted in the English language. Documents submitted in Spanish will not be reviewed, except for Government of

Puerto Rico issued certifications or other official documents. Each document containing tabulated data is required in EXCEL format.

- 3.2.4 The Proposal and its Attachments shall not be password protected or locked. Other exhibits needed to properly supplement a narrative answer shall be exempted from the page limitation. Nonetheless, such exhibits shall be limited to graphs, images, diagrams, applicable sections of policies, forms or other similar representations and documents. Exhibits are not a substitute for a comprehensive narrative response nor a subterfuge to circumvent the page limit. A policy, brochure, manual, or reference to such documents or website does not constitute an adequate response and will not be considered.
- 3.2.5 The Cost Proposal must be submitted in a separate file from the rest of the proposal and its content must not be mentioned in the rest of the proposal.

3.3 Proposal Organization

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

Proposals may include attachments; however, attachments to responses to questions in Section 6 of this RFP will count toward the page limit. Pages in excess to the specified page limit will not be considered as part of the Proposal.

3.3.2 Mandatory Requirements Section of the Proposal

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

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

For example:

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

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

3.3.3 Technical Proposal

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

For example:

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

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

The Offeror is limited to two hundred and fifty-five (255) pages for the Technical Proposal, except for Appendix N, which will not count towards this limit. The response to the first question in Section 6 of this RFP shall be labeled as page 1 with each subsequent page numbered thereafter. The pages in the electronic file technical proposal must be numbered sequentially and include the section type (e.g., Executive Summary – pg. 1).

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

3.3.4 Cost Proposal

Each page of the Cost Proposal must be identified with the name of the Offeror. The submitted Cost Proposal must include a duly signed PDF copy of the Cost

Proposal Template with initials on each page as well as the Excel version. Both must contain the same information. In case of any inconsistencies between the PDF signed copy and the Excel version of the Offeror's Cost Proposal, the signed copy will prevail. All costs must be in U.S. dollars. In case of inconsistency between amounts stated in written words and amounts stated in numbers, the first will prevail.

3.3.5 Responses to the Mandatory Requirements and Technical Proposal

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

3.3.5.2 ASES will not search for responses in other sections of the Proposal nor outside of the Proposal when citations to other sources or hyperlinks are provided.

3.3.5.3 A policy, brochure, manual, or reference to a policy, brochure, manual or website does not constitute an adequate response and will not be considered. Appendices, if used by the Offeror to respond to a Technical Response question, must be included sequentially in the response and described in the narrative as necessary. If appendices are used to respond to a Technical Response Question, the appendices count towards the page limitation. If an appendix must be referenced twice – it must be included twice if in response to a question in a different section. Meaning, **if the Offeror wants to include the same appendix in response to Question 6.2.2 and Question 6.4.2 it must include that same appendix both in its response to Question 6.2.2 and Question 6.4.2.**

3.4. Signature

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

4 EVALUATION PROCESS AND SCORING

4.1 Evaluation Process

4.1.1 ASES shall conduct, through an Evaluation Committee and Subcommittees designated by the Executive Director of ASES, 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.

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

4.1.3 A late Proposal shall not be accepted, and an Offeror's failure to submit a complete Proposal before the deadline shall cause the Proposal to be disqualified.

4.1.4 The evaluation process will consist of the evaluation of the Mandatory Requirements Proposal, Technical Proposal, Cost Proposal and References. All proposals that pass the Mandatory Requirements phase will have their Technical and Cost Proposals evaluated.

4.1.4 ASES intends to contract with one (1) qualified MCO for the contract term resulting from this RFP.

4.2 Evaluation Methodology and Proposal Scoring

4.2.1 Failure of the Offeror to comply with the instructions of this RFP or failure to submit a complete Proposal shall be grounds to disqualify the Offeror's Proposal. However, ASES reserves the right to waive minor irregularities and minor instances of non-compliance. Such waiver shall not modify the RFP requirements or excuse the Offeror from full compliance, and ASES may hold any resulting Offeror to strict compliance with this RFP. ASES reserves the right to determine, at its sole discretion, whether a proposal contains a minor irregularity or technicality that may be waived without impacting the competitive nature of the procurement.

4.2.2 Mandatory Requirements Phase

4.2.2.1 Each Proposal shall be evaluated to determine whether the requirements as specified in this RFP have been met. Failure to adequately meet any Mandatory submission requirement may cause the entire Proposal to be deemed non-responsive and be rejected from further consideration. However, ASES reserves the right to waive minor irregularities and minor instances of non-compliance. ASES reserves the right to use its best judgment to determine what constitutes a minor irregularity and a minor instance of non-compliance.

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

- a. Proposal was submitted within the closing date and time for Proposals (refer to Section 2.2 of this RFP).
- b. The Offeror has been deemed to have met all requirements in Section 5 of this RFP.

c. Mandatory Requirements will be scored as either “Pass” or “Fail”. If the Proposal meets all requirements in Section 5 of this RFP, the Proposal will “Pass” the Mandatory Requirements section. If the proposal is missing certain requirements in Section 5 of this RFP, that are not minor irregularities and minor instances of non-compliance as noted above, the Proposal will “Fail” the Mandatory Requirements section.

4.2.2.3 ASES reserves the right to ask clarifying questions and request additional information from the Offeror at any stage of the process. If the Offeror fails to answer and/or respond to any clarifying questions or requests for additional information, the Offeror’s Proposal will be disqualified.

WARNING: If ASES does not receive a sufficient number of Proposals that meet the Mandatory Requirements, ASES may cancel this RFP. See also Section 2.4.9 of this RFP.

4.2.3 Technical Proposal Evaluation & Scoring

4.2.3.1 Each Proposal that passed the Mandatory Requirements evaluation shall be evaluated to determine the strengths and weaknesses of the MCOs’ approach to meeting the technical requirements specified in this RFP. The technical proposal sub-committees will evaluate the technical proposals pursuant to Section 6 of this RFP. Through a consensus process, the Technical Proposal sub-committees will prepare one (1) final score sheet for each technical requirement for each Proposal.

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

4.2.3.3 The Evaluation Subcommittees will review, evaluate and score the sections of each Technical Proposal based on the Proposal’s completeness, thoroughness, and how it demonstrates that it meets or exceeds the RFP requirements. Table 1 shows the scoring criteria ASES will use to assign points.

Table 1: Scoring and Criteria for Point Assignment			
Point Value	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

Table 1: Scoring and Criteria for Point Assignment			
Point Value	Criteria	Confidence Level	Description
			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.
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

Table 1: Scoring and Criteria for Point Assignment			
Point Value	Criteria	Confidence Level	Description
			documentation, examples, or metrics provided. Unacceptable.

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

- a. Is lacking the required information (e.g. whether it is lacking depth or breadth or significant facts and/or details).
- b. Is fully developed.
- c. Demonstrates that the Offeror understands ASES's needs, the services sought, and/or the Offeror's responsibilities.
- d. Illustrates the Offeror's capability to perform all services and meet all requirements.
- e. If implemented, will contribute to the achievement of ASES's goals and objectives.

4.2.3.5 The score for each individual question is determined by applying a percentage—based on the quality and completeness of the response—to the maximum points available for that specific item. To arrive at the final number of points awarded for a question, the evaluator will multiply the Maximum Points allocated to the question by the Percentage assigned to the response based on the point value awarded, as shown in Table 2.

Table 2: Point Value Assessed

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

The following table illustrates how points are derived across different point values and performance levels:

Question	Max Points	Response Quality	% Assigned	Points Awarded
6.3.2	50	Excellent - 4	100%	50.0

Question	Max Points	Response Quality	% Assigned	Points Awarded
6.4.3	35	Satisfactory - 3	75%	26.25
6.6.4	20	Partial - 2	50%	10.0
6.9.2	10	Unsatisfactory - 1	25%	2.5
6.10.1	5	Nonresponsive - 0	0%	0

4.2.3.6 Final scores will be rounded to the nearest whole number.

4.2.4 Cost Proposal Scoring

Following the Mandatory Requirements evaluation, the Cost Proposal Sub-committee will evaluate the cost proposals from responsive Offerors. Evaluations will be conducted in accordance with the instructions of the Cost Proposal Template and Section 7 of this RFP, with a maximum of 600 points available.

To evaluate the rate bids themselves, a weighted member month average of Offeror's per member per month (PMPM) bid rate will be computed across all rate cells. Any rate cell below the minimum of the actuarially sound rate range will be increased to the minimum of the actuarially sound rate range before the weighted average is computed.

The lowest average bid (PMPM) will receive 600 regular points. Other bids (PMPM) will receive points proportional to the ratio of that bid to the lowest bid received.

Hypothetical Computation of Cost Proposal Scores:

For example, if five bids are received, and the average rate for Offeror #1 is \$20 PMPM, the average rate for Offeror #2 is \$25 PMPM, the average rate for Offeror #3 is \$30 PMPM, the average rate for Offeror #4 is \$35 PMPM, and the average rate for Offeror #5 is \$40 PMPM. Offerors would receive the following scores:

Offeror	Average PMPM	Points
#1	\$20.00	600
#2	\$25.00	$(20/25)*600= 480$
#3	\$30.00	$(20/30)*600= 400$
#4	\$35.00	$(20/35)*600= 243$
#5	\$40.00	$(20/40)*600= 300$

4.3. **Scoring Summary**

Proposals will be weighed as follows:

Section Title	Possible Points	Section Weighting
Mandatory Requirements (Section 5)	Pass/Fail	Pass/Fail
Technical Proposal (Section 6)	1,400	70%
Cost Proposal (Section 7)	600	30%
Total	2,000	100%

4.4. Evaluation Committee

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

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

4.5. Intent to Award Contract

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

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

4.5.3 In the 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 cancel the RFP.

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

4.6 Communication with Offerors

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

5. MANDATORY REQUIREMENTS PROPOSAL

5.1 Letter of Transmittal

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

5.2 Evidence of License or Authorization from the Commissioner of Insurance

Offerors must provide sufficient evidence that they possess a valid license or that they are duly authorized by the Commissioner of Insurance of the Government of Puerto Rico. If the Offeror is in the process of being licensed or authorized by the Office of the Commissioner, the Offeror must present sufficient evidence of said process and the current status. See Section 1.11 (7) of this RFP.

5.3 RUP Certification

5.3.1 Current Certification of the Sole Registry of Professional Service Providers (“RUP” for its Spanish acronym) issued by the Puerto Rico General Services Administration (“Administración de Servicios Generales de Puerto Rico” or “ASG” for its Spanish acronym).

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

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

- (1) evidence of payment of the certification process;
- (2) an explanation of the current status of said process;
- (3) all the certifications and documentation submitted to the RUP with evidence of submission; and

(4) within five (5) business days of having submitted the Proposal, it must either submit the RUP Certification or inform its current status. If the status remains as pending, the Offeror will then have to comply with Section 5.3.2.1 of this RFP.

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

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

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

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

(1) the Offeror must submit with the Proposal all the certifications required by the RUP. See Article 3.3 of the Regulations on the Sole Registry of Bidders for the Government of Puerto Rico, #9301 Procurement Library.

(2) the Offeror will be given an automatic term of five (5) business days, from the date of the deadline for the submission of the Proposal, to submit the RUP Certification. If at the time of the five (5) business days, the Offeror does not have the certification, it must comply with the requirements of Section 5.3.2 of this RFP.

Failure to fully comply with Section 5.3 may cause the disqualification of the Offeror.

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

5.4 Experience and Qualifications

5.4.1 Describe the Offeror’s form of business (e.g., individual, sole proprietor, corporation, nonprofit corporation, partnership, Limited Liability Company) and detail the names, addresses, telephone numbers, and email addresses of its officers and directors and any partners, if applicable.

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

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

B. Organization's areas of specialization;

C. Describe the Offeror's experience in providing services similar to those included in the scope of this RFP, with emphasis on clients of similar size as Plan Vital and details on the number of years of providing services. Do not include ASES as one of your clients;

D. Size of organization, including structure and ownership. The organizational chart or diagram should present information clearly and concisely and include, at a minimum, the lines of authority and reporting and roles and functions for each position. Include a narrative description to supplement the chart or diagram. The Offeror must provide the functional area full-time equivalents (FTEs) using the template provided in Appendix N. In addition, the Offeror must provide the name and contact information for the individual(s) who will work directly with ASES to transition covered lives into the Offeror's delivery system prior to and during program implementation. See also Appendix N.

E. Length of time organization has been in business.

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

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

5.5 Suspension & Debarment and Fraud and Misappropriation Forms

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

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

5.6 References

The Offeror must provide three (3) specific business references, with at least one (1) for a state Medicaid program or other large similar government or large private industry project within the last five (5) years, or similar engagement. **The Offeror shall not use ASES as a reference** to fulfill this requirement 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.

Each reference must include the contact name, phone number, email address, a brief description of the services provided, and the period of service. See Appendix H. See also, Sections 1.12 and 2.3.6 of this RFP.

5.7. Conflict of Interest Affidavit

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

5.8 Statement of Mergers, Acquisitions, or Sales

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

5.9 Insurance Policies

Provide a copy of any and all liability insurance policies including at a minimum those mentioned in Article 37 of the Model Contract, namely, Workers' Compensation Insurance, unemployment insurance, commercial general liability insurance, commercial auto liability insurance, professional liability insurance, errors and omissions, excess liability insurance, Cyber Security, Miscellaneous Error & Omissions Insurance covering the Call Center.

If the Offeror presently does not possess the insurance policies mentioned in Article 37 of the Contract or with the limits mentioned in said Article, please explain the reason and submit a Certification to the effect that, if awarded a contract, will fully comply with these requirements. **See Appendix L of this RFP.**

5.10 Financial and Legal Documentation and Certifications

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

- 5.10.2 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”).
- 5.10.3 Provide a copy of the Offeror’s most recent Systems and Organization Controls Report under the SSAE-18 standard. If not available, explain why.
- 5.10.4 Provide the Offeror’s last three (3) most recent Audited Financial Statements prepared by an independent Certified Public Accountant (CPA) firm. The Offeror’s firm name must be included on each page submitted. If the Financial Statements for the previous fiscal year have not been issued, submit interim Management-prepared financial statements and related notes for such prior year.
- 5.10.4.1 Must include the Offeror’s most recent audited financial statements for each line of business operated, showing a separation between commercial and public accounts and among various contracts and various public fund sources for which the Offeror is responsible. Ensure that such statements include the existence of any significant outstanding account balances with a single customer, a description of any substantial business surpluses resulting from nonrecurring transactions or items, changes in accounting treatment, and/or asset transfers or other activities with affiliates.
- 5.10.4.2 Must provide a detail of any significant outstanding account receivable and payable balances that represent, alone or when added to other accounts of the same category, more than seventy-five percent (75%) of account receivables and payables, respectively.
- 5.10.4.3 Must provide a description of any substantial business surpluses resulting from nonrecurring transactions or items, changes in accounting treatment, and/or asset transfers or other activities with affiliates.
- 5.10.4.4 Must include the contact information for the CPA/Audit firm, a copy of the Independent Auditor’s Report, and an explanation of all noted audit exceptions.
- 5.10.4.5 Explain any negative financial information in the Offeror’s financial statements. The Offeror shall disclose and describe, at least, the following:
- A. The existence of material unrealized investment losses that are anticipated by the Offeror and an explanation of the strategy in place

to manage such condition so that it will not adversely impact the Offeror's ability to manage the Plan Vital business under the Contract;

- B. Any material amount of asset defaults or decline in value of investments, other than temporary impairment, taken in prior years;
- C. The existence of reinsurance arrangements with rated reinsurers;
- D. The existence of significant increases over prior years in the frequency and severity of claims;
- E. The existence of actual events that may result in deteriorating profits on existing contracts such as how product pricing assumptions were developed and the approved underwriting guidelines and authorization limits;
- F. Description of procedures for monitoring of concentration of risks and the strategy for addressing any issues identified;
- G. Description of new products that have demonstrated a lack of profitability that are subsidized by a profitable products or services.
- H. Description of the strategy to manage the growth and the adequacy of its infrastructure and controls to handle such growth;
- I. Description of corporate business plan and underwriting strategy; and
- J. Description of the enterprise risk management process.
- K. Disclosure for the Offeror and any Subcontractors in accordance with 42 CFR 438.608(c)(1). **NOTE:** Although this regulation may not be legally mandatory for this procurement, ASES voluntarily adopts its terms and standards for the purposes of this RFP and any contract awarded hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.11. Other Government Required Certifications

- 5.11.1 A sworn statement certifying that it has no debts with the government of Puerto Rico, or with any state agencies, corporations or instrumentalities that provide or are related to the provision of health services or, if a debt exists, that such debt is subject to a payment plan, a debt reconciliation agreement or pending administrative review under applicable law or regulations.
- 5.11.2 Certification from the Puerto Rico Administration of Medical Services ("ASEM", its Spanish acronym) certifying that there is no outstanding debt or, if a debt exists, that such debt is subject to a payment plan, a debt reconciliation agreement or pending administrative review under applicable law or regulations.
- 5.11.3 Corporate resolution identifying the person authorized to represent and legally bind the entity. In case of a Limited Liability Company, the Offeror must submit evidence of the designation as Administrator or as authorized voting member. See Letter of Transmittal, Appendix B of this RFP.
- 5.11.4 Certification indicating the agencies or government agencies with which the Offeror has or is in contract negotiation process; See Appendix L of this RFP.
- 5.11.5 Certification of updated municipal patent, if applicable. If not, explain why.

- 5.11.6 Provide evidence of registration in the System for Award Management (SAM) <https://www.sam.gov/SAM/>. If not currently registered, provide evidence of current status of registration process. **WARNING:** The Offeror must be registered at the time of the Award.
- 5.11.7 Provide a certification to the effect that all current personnel who would be providing services under the RFP and eventual contract are trained in the administrative, physical and technical aspects of HIPAA Law as established in 45 CFR §§ 164.308, 164.310, 164.312, 164.316. If said personnel is not currently trained, explain why and submit a Certification to the effect that, if awarded a contract, will fully comply with this requirement. **See Appendix L of this RFP.**
- 5.11.8 Submit the Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements. (Appendix F of this RFP).

5.12. Proposal Bond

A Proposal Bond in the amount of **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00)** is **REQUIRED**. The Proposal Bond must be accompanied with a pledge that the Offeror will enter into a contract with ASES on the terms stated in the Proposal, the RFP and the Model Contract, if awarded the RFP.

The Proposal Bond shall be issued by a surety company duly authorized to do business in Puerto Rico, duly certified by the Insurance Commissioner of Puerto Rico, and accepted by ASES. The Proposal Bond must be valid beginning on the Proposal due date for One Hundred and Eighty (180) Calendar Days. The name of the company to whom the Proposal Bond is issued as a Principal must be the Offeror. **No Letter of Credit and/or Annual Proposal Bond will be accepted.**

The Original Bond must be delivered either via hand delivery or courier service delivery no later than 4:00 pm (AST) August 14, 2026, to ASES's Finance Office, located at Urb. Caribe Sector El Cinco, #1549 Calle Alda, San Juan, PR. A true and exact copy of the Original Bond must be included with the Proposal on the due date for submission of the Proposal, that is, no later than 11:59 PM (AST) on August 14, 2026. IF THE COPY OF THE PROPOSAL BOND SUBMITTED WITH THE PROPOSAL IS NOT A TRUE AND EXACT COPY OF THE ORIGINAL BOND LATER SUBMITTED, IT WILL BE CONSIDERED THAT THE PROPOSAL BOND WAS NOT TIMELY SUBMITTED.

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

If the Offeror chosen to receive a Contract withdraws its Proposal after ASES issues the Notice of Intent to Award, does not honor the terms offered in its Proposal, does not sign the Contract within a reasonable period before the implementation review, or fails to present a current valid RUP Certification at the time of signature of the Contract, the Proposal Bond shall be forfeited by the Offeror in favor of and kept by ASES.

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

5.13 Subcontractor(s)

5.13.1 If the Offeror will be using Subcontractor(s) for functions and responsibilities under the Scope of Work of this RFP, identify each subcontractor, specify the tasks in which each subcontractor will intervene and disclose the remuneration that the subcontractor will receive for the work to be carried out, and the profit margin, if any, that the Offeror will have in relation to the subcontractor's paid fees.

5.13.2 Describe the processes for selecting a subcontractor and assuring the contractor provides high quality services. Provide details regarding the Offerors' approach to assuring 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.

5.13.3 For each Major Subcontractor, submit the following documents:

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

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

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

- 1) General description of primary business of the organization and its client base;
- 2) Organization's areas of specialization;
- 3) Describe the Offeror's experience in providing the services to be subcontracted, with emphasis on clients of similar size as Plan Vital and details on the number of years of providing services. Do not include ASES as one of your clients;
- 4) Length of time organization has been in business.

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

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

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

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

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

I. Provide a list of any litigations or sanctions that have been applied under any current or former services contract in the last three (3) years. State the status, final outcome and findings in said process, particularly any findings of noncompliance under federal or state law.

J. Provide at least three (3) specific business references with at least one (1) for a state Medicaid program or other large similar government or large private industry project within the last (5) years, or similar engagement or project of similar size and scope to those functions and responsibilities that it would be performing under this RFP, within the last five (5) years. Do not use ASES as one of the references to fulfill this requirement. Each reference must include the contact's name, phone number, email address, a brief description of the services provided, and the period of service. Include with the above required information a letter addressed to the Executive Director of ASES authorizing ASES to contact said business references to obtain the information stated in Section 1.11 of this RFP.

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

5.14 Redacted Proposal

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

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

5.14.3 If the Offeror does not request confidential treatment of any portion of its proposal, it must submit a certification to that effect agreeing to release and hold ASES, the federal and

state government harmless, as stated in Section 2.4.7 of this RFP. **See Appendix L of this RFP.**

6. TECHNICAL PROPOSAL

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

Section #	Number of Questions	Possible Points
6.1 Executive Summary	1	Not Scored
6.2 Benefits and Service Delivery	5	200
6.3 Provider Network and Access	4	260
6.4 Provider and Enrollee Experience	5	200
6.5 Quality Assurance and Utilization Management	5	200
6.6 Administration and Organization	4	180
6.7 Financial and Claims Management	4	140
6.8 Information System and Management	3	120
6.9 DUR	4	100
Total		1,400

6.1 Executive Summary

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

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

6.2 Benefits and Service Delivery

Possible points for Section 6.2: 200 points

- 6.2.1. Provide a detailed description of the Offeror's Health Risk Assessment (HRA) screening process. Response should include, at a minimum:

- a. The specific steps the Offeror will take in the first ninety (90) days of the contract year to ensure that the maximum number of enrollees are successfully outreached and engaged to complete the initial HRA screening. Address the Offeror's understanding of the challenges in engaging Enrollees in Puerto Rico and name at least three (3) specific strategies to overcome those barriers.
- b. A detailed description of the HRA screening process including how screenings will be conducted, the staff who will be conducting the screening, including education and training required, and where screening results will be documented and how the results are utilized to customize the approach to managing care at the enrollee level.
- c. A description of at least three (3) of the Offeror's successes in conducting initial screening campaigns for Enrollees including performance data that supports the outcomes described in response. Please include timeframes from identification to referral/solution.

6.2.2 Describe the Offerors approach to reaching Enrollees who are difficult to engage in receiving necessary services including preventive care and ongoing chronic care. At a minimum address specifically Enrollees who are or have:

- a. Significant behavioral health issues (mental health and/or substance abuse).
- b. Difficult to contact because, for example, do not have a stable address or cell phone connection, do not answer call or respond to outreach.
- c. Members who have high Emergency Department utilization.
- d. Serious Mental Illness (SMI)

6.2.3 Describe the Offeror's Care Management system, including at a minimum:

- a. The goals for the care management program and measures of efficacy for care management.
- b. A description of the assessment and care planning process, including staff qualifications and required education and training, how care managers are assigned and management of care management ratios, and how the Offeror ensures the care plan is integrated and developed to represent the Enrollee's strengths and needs.
- c. A description of the Offeror's care management platform, including how the platform supports the monitoring of Enrollee care, integration

of physical health, behavioral health and social determinant of health needs, and ensures effective coordination of care.

- d. Describe the Offeror's establishment of treatment objectives and monitoring of outcomes, as well as the Offeror's process to ensure that treatment plans are revised as necessary.
- e. Describe at least three (3) examples of the Offeror's success in engaging Enrollees in Care Management programs. Include specific details regarding actions taken and outcomes to support demonstrable achievements.

6.2.4. Describe what efforts the Offeror will take to promote physical and behavioral health integration including but not limited to:

- a. The process for receiving and sharing Enrollee information and supporting communication between the Enrollee, PCP/PMG and behavioral health providers to promote continuity of care;
- b. Provision of services for Members with alcohol and substance abuse disorders including current Members on the Buprenorphine Assisted Program;
- c. Provision of services for Members with autism;
- d. Address and manage the needs of Members with acute mental health symptoms including stabilization and crisis intervention;
- e. Address and manage the needs of children with mental health needs and their caregivers;
- f. Address and manage the needs of Members identified as high utilizers of services; and
- g. Monitor prescription drug utilization within the context of both physical and behavioral health needs and address and manage any concerns in utilization.

6.2.5 Describe how the Offeror would collaborate with the PBM in the management and delivery of pharmacy benefits. List and describe at least eight (8) strategies the Offeror will implement to reduce pharmacy costs and improve appropriate use of drug therapy by Providers and Enrollees, including at least one (1) pertaining to ASES' participation in the Rebate Program.

6.3 Provider Network and Access

Possible points for Section 6.3: 260 points

- 6.3.1 Describe the financial and non-financial strategies the Offeror will implement to ensure the availability of Providers (including methodology, timeline, and description of various contracting methods) and develop and manage a qualified provider network that meets or exceeds the minimum requirements of the MCO Model Contract. If the Offeror is planning to use Subcontractors to ensure a Provider Network, clearly describe all sub contractual relationship(s) and explain how utilizing a subcontractor contributes to ensuring the required network. Describe and document, using Appendix O of this RFP, the efforts already made to establish a network in Puerto Rico. Complete the attached Appendix O in Excel without restrictions or passwords and mark the document “Proprietary”. Include a narrative describing potential challenges, including network gaps, and how the Offeror will address those challenges.

Page limitation: Appendix O will not count towards page limits.

- 6.3.2 Describe how the Offeror will monitor and address any known compliance issues with Provider non-compliance with appointment wait time requirements for the scheduling of services for the following:

Non-Urgent Conditions:

- Routine Physical Exams and Routine evaluations for Primary Care
- Covered services for non-urgent conditions
- Specialist Services
- BH services (14 days)

Urgent Conditions

- Primary medical/dental/BH - w/in 24 hrs
- Urgent diagnostic - 48 hours
- BH crisis, face-to-face - 2 hrs
- Detox - Immediately according to clinical necessity

- 6.3.3 Describe what strategies should be implemented to accurately identify operational or compliance gaps within your provider network.
- 6.3.4 Describe specific mitigation actions that will ensure these vulnerabilities are addressed without disrupting the beneficiaries access to providers and services.

6.4 Provider and Enrollee Experience

Possible points for Section 6.4: 200 points

- 6.4.1 Describe the Offeror's approach to Provider training, education, and technical assistance, including but not limited to:
- a. Implementing strategies to minimize the administrative burden to Providers for billing and claims submission;
 - b. Innovative approaches for training or educating Providers;
 - c. Targeting interventions based on identified needs.
- 6.4.2 Please address the following scenario: A Provider has made several calls to the Offeror stating that she has yet to receive payments on any claims submitted. Please describe actions taken with the Provider and within the Offeror's own information system; how is the issue resolved and documented.
- 6.4.3 Describe the Offeror's approach to development and implementation of a Wellness Plan as described in Section 12.6 of the Model Contract, including strategies for:
- a. Coordination with government agencies integral to disease prevention and education efforts.
 - b. Reaching Enrollees living in remote areas.
 - c. Encouraging Enrollees to seek health check-ups and screenings, receive vaccinations, and engage in other healthy activities as described in Section 12.6.1.2 of the Model Contract, and
 - d. Ensuring that its Wellness Plan reaches at least eighty-five percent (85%) of Enrollees.
 - e. Suicide prevention: Are there any programs or initiatives to address the issue of suicide prevention, including a protocol for early detention, crisis intervention, and ongoing follow-up?
- 6.4.4 Review the following call history to the Offeror's call center:
- 01/25/26: A Member is filing a complaint via the customer service line regarding difficulty finding a Behavioral Health Provider. The Member is a 42-year-old female, receiving treatment for trauma and major depression. The Member is unhappy with her current Provider and requests a different therapist. The Member specifically asks for a female provider. The Member is very upset and states that she does not trust her current Provider and would like someone from a different office. She says she has been asking her current therapist for someone new and they will not refer her outside their practice.

02/5/26: The member called again, she has not heard anything regarding her request of 01/25.

03/14/26: The Member would like to file a Grievance with the Offeror.

Using this scenario as an example of a Member Grievances: Describe how you will address the identified issues including but not limited to tracking and analyzing Member Grievances and Appeals and timeframes for resolution. The description must include how you will use the data resulting from the grievance system to improve your operational performance.

- 6.4.5 Describe how the Offeror will provide and monitor non-emergency transportation (NEMT) services. At a minimum, the response should describe:
- a. How an Enrollee can request and access NEMT services.
 - b. Education provided to the Enrollee about NEMT services.
 - c. How the Offeror will ensure appropriate mode of transportation for the Enrollee (including Enrollees that require ambulances or wheelchair vans);
 - d. How the Offeror will address Enrollee grievances/complaints regarding transportation issues and ensure they are addressed in a timely manner; and
 - e. How the Offeror will measure performance of its NEMT program, including regularly kept reports and data.

6.5 Quality Assurance and Utilization Management (UM)

Possible points for Section 6.5: 200 points

- 6.5.1 Describe the Offeror's process for identifying over- and under-utilization and how this information is used to improve Member service delivery, quality improvement programs or Performance Improvement Projects (PIPs), Network development, and clinical Care Management program design. Provide examples of success in improving over and/or under-utilization in a population comparable to that covered under this program and describe if the improvements have been sustained over time.
- 6.5.2 Describe how the Offeror encourages participation, adoption and buy-in from Providers of practice guidelines and adherence to evidence-based best practice. The response must include how the Offeror monitors and addresses Providers who are not compliant.
- 6.5.3 A 17-year-old female who is deaf living in Vieques, was recently diagnosed as being approximately 10 weeks pregnant during a recent visit to the ER for a tooth ache. The member has been identified as a high utilizer of the ER and has a substance use disorder.

The member has not established care with a Primary Care Provider nor has she had any pre-natal care with an OBGYN. The member indicates she is unable to schedule an appointment with a provider near her because the providers in the area are not taking on any new patients and her assigned PCP is in San Juan. She states she does not have reliable transportation and is afraid to travel alone.

Using elements of this scenario as one example of a trend, describe the process used by the Offeror for identifying and developing an appropriate performance improvement project to support the member's substance abuse and pre-natal care needs. Please include how evaluation and reporting would be conducted to determine effectiveness of the project.

- 6.5.4 Using the following HEDIS measure and result, describe the Offeror's approach for using quality improvement strategies to address substandard performance.

Measure: Comprehensive Diabetes Care – HbA1c Poor Control (>9.0%)

Result: 50%

- 6.5.5 Describe the Offeror's Utilization Management (UM) program including:

- a. The UM process from receipt of the authorization to approval or denial;
- b. Staffing and the staffing structure. Include the number of staff anticipated to support the Vital State Population, credentials/licensure for each staff type, roles and responsibilities and where UM Staff who will support the program will be physically located.

6.6 Administration and Organization

Possible points for Section 6.6: 180 points

- 6.6.1 Describe the Offeror's approach to internal and external reporting and monitoring of performance compliance and quality. Describe the Offeror's capability to meet reporting requirements specified in the Model Contract and attachments and the Procurement Library. At a minimum, address the following:

- a. Processes for compiling data from multiple sources/systems for the purpose of reporting, including processes to obtain, validate, and monitor for compliance, data from Subcontractors and process to track program requirements by eligibility groups as needed. Include 1-2 example(s) of the Offeror's methodology for validation of data used for reporting.
- b. Approach to internal review of reporting outcomes and trends to proactively improve performance and resolve known deficiencies in

operations including development, implementation, and monitoring of internal plans of correction.

c. Approach to development of annual plans/reports that build on experience.

6.6.2 Describe your organization's fraud and abuse detection/prevention program activities for employees, caregivers and providers, including reporting and follow-up, continuous monitoring of compliance, identification of issues, and ongoing training.

6.6.3. Describe the Offeror's plan for readiness and implementation if a contract is awarded. The response should address:

- a. Planned organizational structure including key positions and reporting structures and estimated staff needed by program area
- b. Strategy for hiring and/or training qualified staff as needed including milestone dates for completing all necessary training.
- c. Assuring system readiness.
- d. Any barriers the Offeror has identified to meeting the timeframes and how those barriers will be mitigated.
- e. Transition of care strategy and measures to assure the health and safety of all impacted Enrollees

6.6.4 Describe the Offeror's comprehensive methodology for the credentialing, re-credentialing, and licensure verification of the Provider Network. The response must specifically address:

- a. The number of staff that will be reviewing provider applications.
- b. Explain the internal controls for managing the transition from credentialing to "loading" (system entry), ensuring that provider data is synchronized with the claims adjudication system to prevent payment delays or denials.
- c. Describe the automated and manual processes used to cross-reference providers against federal and state exclusion lists (e.g., OIG LEIE, SAM) and how the claims system is configured to systematically block payments to excluded individuals or entities.

6.7 Financial and Claims Management

Possible points for Section 6.7: 140 points

- 6.7.1. Describe the Offeror's methodology to ensure claims payment accuracy and timeliness standards will be met. At a minimum, address the following:
- a. Process for monitoring timely claims payment standards requirements.
 - b. Process and methodology for auditing claims and documenting results.
 - c. Processes for implementing any necessary corrective actions resulting from an audit.
 - d. Approach to supporting and enhancing Provider competency regarding billing.
 - e. Identify experience improving claims payment accuracy and timeliness in a similar program including a description of actions taken to resolve issues and data regarding just in time improvements.
 - f. Policy and procedure of claims, and include a flowchart (steps, activities, and decisions)
 - g. Organizational chart of the company that affects the workflow of the processes of claims.
 - h. Prepare SWOT analysis is a strategic planning framework used to evaluate organization business by identifying internal Strengths and Weaknesses, alongside external Opportunities and Threats.
- 6.7.2. Complete, accurate, and validated encounter data is critical to identifying utilization and cost patterns, setting actuarially sound capitation rates, and compliance with applicable requirements. Describe the Offeror's processes; systems; engagement with providers, regardless of the provider reimbursement arrangement; and oversight of subcontractors responsible for coverage and payment of service (if applicable) to ensure compliance with relevant Model RFP Contract requirements and identify experience improving encounter data submission in a similar program including a description of actions taken to resolve issues and data to evidence improvements.
- 6.7.3 Provide a detailed description of alternative payment methodologies (APM) the Offeror intends to negotiate with providers other than PMGs and behavioral health providers, including:
- 1. The provider type and nature of the alternative payment methodology (e.g., subcapitation, pay for performance, etc.).
 - 2. How the APM is designed to reflect the staffing, technological, and financial capacity of the Provider as well as any consideration given for geographical challenges faced by the Provider.

3. The tools and information shared with the provider to ensure an understanding of the parameters of the APM at the time of contracting and the provider's performance against the parameters of the APM.
4. Provide at least two examples of APMs implemented in Puerto Rico or another similar program that were successfully implemented by providers and achieved positive outcomes.

6.7.4 Describe the process the Offeror will utilize to evaluate each provider group to determine and negotiate measures to be included in a provider incentive program. Provide a description of the provider incentive programs.

6.8 Information System and Management

Possible points for Section 6.8: 120 points

- 6.8.1 Describe how the Offeror's Information management processes, Information systems and technical support will meet the SFHP requirements, ASES reporting requirements, all other Contract requirements, and any other applicable Puerto Rico and federal laws, rules and regulations.
- 6.8.2 Describe systems in place to ensure appropriate Data transfer and Data retention for requisite reporting, including adherence to HIPAA and other federal laws and regulations, in addition Puerto Rico laws and regulations.
- 6.8.3 Explain plan for restoring systems (Information Management, Operations, Claims Processing) in the event of a natural or man-made disaster to accommodate:
 1. Loss of online communications
 2. Loss of data
 3. Software malfunction
 4. Loss of Call Center services including for pharmacy benefit

6.9 Drug Utilization Review and Evaluation

Possible points for Section 6.9: 100 points

- 6.9.1 Describe the capabilities of the Offeror's Drug Utilization Review (DUR) system, the ability to customize the systems and DUR program priorities as needed and how savings are calculated for DUR activities. Provide examples of how the Offeror has made significant improvement in outcomes for other clients based on DUR activities.
- 6.9.2 Describe how the Offeror will run the Academic Detailing Program. Provide examples of three potential topics for messaging through the Academic Detailing Program and explain what messaging would be done with regard to those topics.
- 6.9.3 Describe Offeror's capabilities to identify potential opioid abuse, suspect prescribing and dispensing patterns, etc.
- 6.9.4 Describe Offeror's capabilities to track drug utilization trends for specific drugs identified by ASES for special monitoring, e.g. drugs that are the subject to class action suits, product recalls, etc.

7. COST PROPOSAL

7.1 General Instructions:

- 7.1.1 The Offeror shall submit a Cost Proposal, using the template included with the Data Book (Cost Proposal Template).
- 7.1.2 The template must have the name of the Offeror on all its pages.
- 7.1.3 The Offeror must complete the entire Cost Proposal Template. The Offeror shall only enter information in the corresponding cells as further instructed in the Cost Proposal Template Instructions.
- 7.1.4 At the discretion of ASES, the initial Contract Term of three years may be extended for up to two (2) additional terms of one (1) year each. Nonetheless, all annual PMPM rates will be negotiated annually.
- 7.1.5 The Cost Proposal needs to be signed by the person authorized to legally bind the Offeror. The submitted Cost Proposal must include a duly signed PDF copy of the Cost Proposal Template with initials on each page as well as the Excel version. Both must contain the same information, and each page must be identified with the name of the Offeror. In case of any inconsistencies between the PDF signed copy and the Excel version of the Offeror's Cost Proposal, the signed copy will prevail.
- 7.1.6 The Cost Proposal must be submitted separately from the Technical Proposal. Be advised, ASES may reject any proposal with a cost template that is reformatted and/or not separately submitted.

- 7.1.7 All costs must be in U.S. dollars. In case of inconsistency between amounts stated in written words and amounts stated in numbers, the first will prevail.
- 7.1.8 Cost Proposals will be evaluated based on the criteria outlined in the cost proposal instructions, as well as in Sections 4 & 7 of this RFP. Deviations from the template will constitute noncompliance and will result in the bid being DISQUALIFIED.

7.2 Overview of Rate Structure

- 7.2.1 Historical data will be made available for Potential Offerors in a Data Book. This data can be utilized in constructing the Cost Proposal.
- 7.2.2 The rate structure will be detailed in the Data Book Instructions and Cost Proposal Template instructions.

7.3 Bidding Rules, Requirements, Process, and Adjustments

- 7.3.1 Offerors will receive instructions for completing each of the cost bid requirements, Excel templates on which to provide their data; as well as a data book containing managed care enrollment and summarized claims data, and health care service utilization data. Deviations from the template will constitute noncompliance and will result in the bid's being disqualified.
- 7.3.2 Cost Proposals will be evaluated based on the criteria outlined in the cost proposal instructions and this Section.
- 7.3.3 After initial bids are reviewed and scored, based on the methodology described in Section 4, ASES may exercise its option to negotiate rates with the Offerors with the highest combined scores (Cost Proposal and Technical Proposal).

8. REQUEST FOR INFORMATION (RFI) ON PHARMACY BENEFIT MANAGEMENT (Non-Evaluated)

The Government of Puerto Rico is seeking specific information regarding the administration and management of the pharmacy benefit. Please note that the information requested under this Section is for informational purposes only. It will not be scored or factored into the technical or cost evaluation nor in any way impact the overall evaluation of the RFP, nor will it count toward the Proposal's page limit.

To that end, Offerors must submit the following information:

- 8.1 Describe how the Offeror would conduct pharmacy claims processing, formulary management, drug utilization review, pharmacy network management, and Enrollee Information Services relating to pharmacy services (collectively pharmacy benefit

management) in accordance with the Formulary of Medications Covered. Specify whether it will use its own internal or affiliated PBM or how it delegates these operations to an independent third-party PBM subcontractor. Clearly state the name of the proposed PBM.

8.2 Clearly show the specific overall savings and financial advantages to be obtained through the Offeror-managed PBM.

8.3 Outline any differences in clinical programs, formulary management, network access, or administrative workflows under this model, if any.

8.4 All financial savings associated with the integrated PBM option must be itemized separately from the Cost Proposal Template.

NOTE: This Offeror-managed PBM option model must meet all core technical requirements established in this RFP and represent clear financial savings to ASES.

9. APPENDICES

Appendix A - Notice of Intent to Participate

Appendix B – Letter of Transmittal Form

Appendix C– Conflict of Interest Affidavit

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

Appendix D – Suspensions and Debarment Form

Appendix E - Form of Sworn Statement on Fraud and Misappropriation

Appendix F – Disclosure of Lobbying Activities

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

Appendix H – Reference Form for Offerors

Appendix I – Questions and Answers Template

Appendix J - Aging of Accounts Payable

Appendix K – Model Contract - **Note:** This Appendix is currently under final administrative review and will be issued shortly via an Addendum to this RFP. Registered Offerors will be notified upon its publication. Offerors are advised to monitor the ASES webpage regularly for updates.

Appendix L – Mandatory Requirements Certifications

Appendix M – FTE's & Contact Information for Implementation

Appendix N – Provider Network Template - **Note:** This Appendix is currently under final administrative review and will be issued shortly via an Addendum to this RFP. Registered Offerors will be notified upon its publication. Offerors are advised to monitor the ASES webpage regularly for updates.

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

Appendix A

Notice of Intent to Participate

RFP # 2026-002 (SFHP)

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

1. ORGANIZATION: _____

2. CONTACT AUTHORIZED REPRESENTATIVE*: _____

3. TITLE*: _____

4. PHONE NO*.: _____ EMAIL*: _____

5. MAILING ADDRESS: _____

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

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

☐ Firm DOES intend to respond to this RFP.

☐ Firm DOES NOT intend to respond to this RFP.

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

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

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

Appendix B

Letter of Transmittal Form

RFP# 2026-002 (SFHP)

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 or 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 table of contents, Appendices A-O of this RFP, Attachments A&B, 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 Section 4 of this RFP.
- _____ I certify the Offeror's adherence to the requirements of this RFP and the expectations of ASES as stated in this RFP.
- _____ On behalf of the submitting organization named in item #1, above, I understand that the Contract provided remains subject ONLY to revisions required by ASES, 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.

Authorized Signature

Date

, 202__

Appendix C

Conflict of Interest Affidavit

RFP# 2026-002 (SFHP)

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

The following Information on ownership and Control must be disclosed:

1. Report your Organizational Structure

How is your company legally organized?

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

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

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

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:

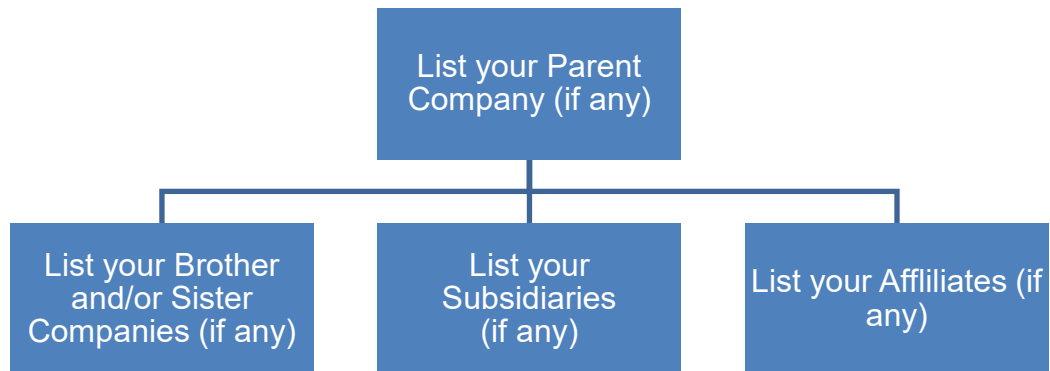
Affiliate Company Name: _____

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 _____, 202X.

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Appendix C-1

Independence and Conflict of Interest Certification

RFP# 2026-002 (SFHP)

A. As stated in Sections 1.6.4 & 1.6.5 of this RFP, ASES intends to avoid situations of lack of independence and/or conflicts of interest or the appearance of conflicts of interest on the part of the Offeror/Contractor(s); Proposed 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.
3. Situations stated in Section 1.6.4 & 1.6.5 of the RFP.

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.

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 C-1 WILL BE SUFFICIENT CAUSE FOR THE DISQUALIFICATION OF THE OFFEROR. FAILURE TO COMPLY WITH THE DIVESTITURE ACTION PLAN OR THE CONFLICT AVOIDANCE PLAN APPROVED BY ASES WILL BE SUFFICIENT CAUSE FOR THE FORFEITURE OF THE PROPOSAL BOND BY THE CONTRACTOR AND/OR SUBCONTRACTOR IN FAVOR OF ASES, THE CANCELLATION OF THE AWARD AND THE ISSUANCE OF A NEW AWARD TO THE NEXT BEST OFFEROR

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 Section 1.6.5 of this RFP and/or no conflict of interest exists that would jeopardize the ability of the Offeror and its proposed subcontractor to fulfill the terms of this Proposal.

☐ A lack of independence situation exists, a detailed explanation of the same and the corresponding Divestiture Action Plan is attached to this Certification.

☐ A conflict of interest does exist, a detailed explanation of the same and a Conflict Avoidance Plan to address the conflict of interest is attached to this Certification.

☐ A suspected or potential conflict of interest exists or is expected to occur during the term of the Contract, and additional information is attached along with a Conflict Avoidance Plan to address the possible conflict of interest.

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

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Appendix D

Suspensions and Debarment Form

RFP# 2026-002 (SFHP)

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.

NOTE: Although the federal regulations herein mentioned may not be legally mandatory for this procurement, ASES voluntarily adopts its terms and standards for the purposes of this RFP and any contract awarded hereunder.

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.

NOTE: Although the federal regulations herein mentioned may not be legally mandatory for this procurement, ASES voluntarily adopts their terms and standards for the purposes of this RFP and any contract awarded hereunder.

(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 E

Form of Sworn Statement on Fraud and Misappropriation

RFP # 2026-002 (SFHP)

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

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

as “Anti-Corruption Code for the New Puerto Rico”, or any another legal provision that penalizes crimes against the treasury and the public confidence, and neither have I, the Declarant, been investigated, arrested, convicted, declared guilty nor sentenced for the conducts previously mentioned.

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

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

1. Aggravated illegal appropriation, in all its modalities;
 2. Extortion;
 3. Fraud in constructions;
 4. Fraud in the execution of construction work;
 5. Fraud in the delivery of things;
 6. Undue intervention in the contracting processes of auctions or in the operations of the Government;
 7. Bribery, in all its modalities;
 8. Aggravated bribe;
 9. Offering of a bribe;
 10. Undue influence;
 11. Crimes against public funds;
 12. Preparation of false documents;
 13. Presentation of false documents;
 14. Forgery of documents;
 15. Possession and transfer of false documents; and
 16. Crimes under the laws of the United States and of its territories and state jurisdictions of the United States, whose elements are equivalent to those of the crimes aforementioned.
7. That I have been advised by my legal advisors and company’s counsels on the obligations imposed by Act 2-2018, and other applicable laws, and I acknowledge and accept the consequences of signing this Sworn Statement.

8. That I certify that I, as well as the Company, know of our continuous duty to report on any investigation, accusation or conviction against the Company, its

subsidiary companies, Affiliates and/or headquarters, and/or their respective shareholders, directors, associates, officers, functionaries, executives, principals and/or employees, related to the crimes and undue conducts listed in Clause 5 & 6.

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

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

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

(Signature of the Declarant)

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

Affidavit Number _____

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

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Appendix F

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

RFP # 2026-002 (SFHP)

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.

***NOTE:** Although the federal regulations herein mentioned may not be legally mandatory for this procurement, ASES voluntarily adopts their terms and standards for the purposes of this RFP and any contract awarded hereunder.

Signature of Offeror's/Major Subcontractor's
Authorized Official

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

Date

Appendix G

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

RFP # 2026-002 (SFHP)

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

Appendix H

Reference Form for Offerors/Major Subcontractors

RFP # 2026-002 (SFHP)

INSTRUCTIONS:

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

Offerors may NOT request References from ASES. 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.

References for the Offeror/Major Subcontractor shall be submitted to the Procurement Contact directly by the reference source using this Reference Form in RFP. The submission deadline for References is on the date stated in Section 2.2 Procurement Schedule.

Offerors/Major Subcontractor are responsible for:

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

The Offeror may contact the Procurement Contact to confirm whether the reference has been received at ASES. The content of the references will be considered by the Evaluation Committee, or by any individual or entity to whom the Committee delegates such responsibility, and the failure to obtain references will be viewed negatively in this procurement process.

Information for Referees:

The Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the Procurement Contact by this RFP submission deadline for inclusion in the evaluation process. The form and

information provided will become a part of the submitted Proposal. The business reference may be contacted for validation of information.

REFERENCE FORM FOR:

(Name of company (OFFEROR/Major Subcontractor) requesting reference)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the, via e-mail at: asesprocurement@ases.pr.gov and specify that it is for RFP 2026-002 (SFHP).

No later than 11:59 PM (Atlantic Standard Time) on August 14, 2026, and **must not** be returned to the company requesting the reference. For questions or concerns regarding this form, please contact the Procurement Contact of this RFP at the email listed above. When contacting us, please be sure to include this RFP number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Information of person completing the Reference Form:

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

Reference Questionnaire:

1. Describe your relationship with the Offeror/Major Subcontractor.
2. Describe the type and scope of contract(s) you have with the Offeror/Major Subcontractor.
 - a. Type of contract:
 - b. Indicate the populations served under the contract (Commercial, Law No. 95, Medicaid, Medicare, CHIP, ABP, etc.). Select all which apply:

Medicaid _____
Medicare _____
CHIP/S-CHIP _____

ABP _____
Other _____

If Other, please explain. _____

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

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

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

Yes _____

No _____

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

a. Overall Performance:

Very Satisfied _____

Satisfied _____

Dissatisfied _____

Very Dissatisfied _____

N/A _____

b. Responsiveness:

Very Satisfied _____

Satisfied _____

Dissatisfied _____

Very Dissatisfied _____

N/A _____

c. Quality of Services:

Very Satisfied _____

Satisfied _____

Dissatisfied _____

Very Dissatisfied ____

N/A ____

d. Compliance with contract requirements:

Very Satisfied ____

Satisfied ____

Dissatisfied ____

Very Dissatisfied ____

N/A ____

e. Enrollees' satisfaction with the Offeror/Major Subcontractor:

Very Satisfied ____

Satisfied ____

Dissatisfied ____

Very Dissatisfied ____

N/A ____

f. Network providers satisfaction with the Offeror/Major Subcontractor:

Very Satisfied ____

Satisfied ____

Dissatisfied ____

Very Dissatisfied ____

N/A ____

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

a. Correction action/enforcement activity required:

Yes ____

No ____

N/A ____

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

Yes ____

No ____

Ongoing ____

N/A ____

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

Very Satisfied ____

Satisfied ____

Dissatisfied ____

Very Dissatisfied ____

N/A ____

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

Very Satisfied ____

Satisfied ____

Dissatisfied ____

Very Dissatisfied ____

N/A ____

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

Very Satisfied ____

Satisfied ____

Dissatisfied ____

Very Dissatisfied ____

N/A ____

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

Very Satisfied ____

Satisfied ____

Dissatisfied ____

Very Dissatisfied ____

N/A ____

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

Very Satisfied ____

Satisfied ____

Dissatisfied ____

Very Dissatisfied ____

N/A ____

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

Very Satisfied ____

Satisfied ____

Dissatisfied ____

Very Dissatisfied ____

N/A ____

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

Very Satisfied ____

Satisfied ____

Dissatisfied ____

Very Dissatisfied ____

N/A ____

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

Very Satisfied ____

Satisfied ____

Dissatisfied ____

Very Dissatisfied ____

N/A ____

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

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

Yes ____

No ____

Please explain if the answer is No.

Appendix I

Questions and Answers Template

RFP # 2026-002 (SFHP)

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

Instructions:

This template is to be used by the Offeror to submit questions regarding the RFP # 2026-002 (SFHP).

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 . ASES reserves the right to disregard any questions that have not been submitted during the proper Q&A period.

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

6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
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23				
24				
25				

Appendix J

Aging of Accounts Payable

RFP # 2026-002 (SFHP)

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

Appendix K

Model Contract

RFP #2026-002 (SFHP)

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

NOTE 1: THIS APPENDIX IS CURRENTLY UNDER FINAL ADMINISTRATIVE REVIEW AND WILL BE ISSUED SHORTLY VIA AN ADDENDUM TO THIS RFP. REGISTERED OFFERORS WILL BE NOTIFIED UPON ITS PUBLICATION. OFFERORS ARE ADVISED TO MONITOR THE ASES WEBPAGE REGULARLY FOR UPDATES.

NOTE 2: ASES RESERVES THE RIGHT TO REVISE THE CONTRACT FOLLOWING PROPOSAL EVALUATIONS.

Appendix L

Mandatory Requirements Certifications

RFP # 2026-002 (SFHP)

Appendix L is a form to provide the certifications required under several subsections of Section 5 of this RFP. It is not imbedded in this document but will be included as a separate excel document entitled Appendix L– Mandatory Requirements Certifications, after completion of administrative review

Appendix M

Full Time Equivalents & Contact Information for Implementation

RFP #2026-002 (SFHP)

Offeror: _____

A. In response to Section 5.4.2 (D) of the RFP, use the table below to provide the anticipated number of full time equivalent (FTE) employees the Offeror will have on staff (i.e., not subcontractor staff) that will be dedicated to the SFHP and the anticipated per member per month (PMPM) administrative expense* the Offeror will incur in the first contract term per area.

*NOTE: Refer to Section 22.1.17 of the Model Contract, Appendix K of the RFP, for details on prohibited expenses.

Area	FTE	PMPM per area
Disease Management		
Quality		
Customer Service		
Clinical Affairs		
Medical Benefits Coverage		
Physical Health		
Mental Health		
Dental		
Pharmacy Benefit Coverage		
Physical Health		
Mental Health		
Dental		
Care Management		
Provider Contracting and Administration		
Administration		
Finance		
Information Technology		
Compliance		
Audit		
Others (Please Specify)		

Total		
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B. Describe the assumptions made in providing the above information (for example: enrollment count).

C. Provide the name and contact information for the individual(s) who will work directly with ASES to transition covered lives into the Offeror's delivery system prior to and during program implementation.

Name	Position	Email address	Phone number

Appendix N

Provider Network Template

RFP #2026-002 (SFHP)

Appendix N is a template in Excel format for the Offeror to provide certain required information about its current and/or intended provider network for the Contract object of this RFP.

NOTE 1: THIS APPENDIX IS CURRENTLY UNDER FINAL ADMINISTRATIVE REVIEW AND WILL BE ISSUED SHORTLY VIA AN ADDENDUM TO THIS RFP. REGISTERED OFFERORS WILL BE NOTIFIED UPON ITS PUBLICATION. OFFERORS ARE ADVISED TO MONITOR THE ASES WEBPAGE REGULARLY FOR UPDATES.

Appendix O

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

RFP #2026-002 (SFHP)

NOTE: Although the federal regulations herein mentioned may not be legally mandatory for this procurement, ASES voluntarily adopts their terms and standards for the purposes of this RFP and any contract awarded hereunder.

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 74 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 75 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.