GOVERNMENT OF PUERTO RICO

ADMINISTRACIÓN DE
SEGUROS DE SALUD (ASES)

PUERTO RICO HEALTH
INSURANCE ADMINISTRATION

ENROLLMENT COUNSELOR

Government Health Plan

REQUEST FOR PROPOSALS

RFP #EC-2019

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1 GENERAL INFORMATION

1.1 Purpose

This document constitutes a request for proposals from qualified entities to operate island-wide to provide enrollment choice counseling functions (hereinafter referred to as "Enrollment Counselor") that will also satisfy beneficiary support system functions for the Government Health Plan program (hereinafter referred to as "GHP" or "Plan Vital"), as required under federal regulations. An Enrollment Counselor, as defined at 42 CFR 438.810(a)-(c), is an entity independent of any managed care organization (MCO) or provider organized for the provision of choice counseling, and for purposes of this RFP, some enrollment activities. This means that the entity must not have any ongoing contracts with an MCO. Choice counseling is a required element of the federal beneficiary support system, as provided at 42 CFR 438.71(a)-(c). A general description of the required functions of the Enrollment Counselor(s) is as follows:

- Provide choice counseling for all potential enrollees and enrollees (accessible in multiple ways including phone, internet, in-person, and via auxiliary aids and services when requested) who disenroll from their current MCO.
- Provide assistance in understanding the managed care delivery system under the GHP.
- Assist in enrollment activities, which may include taking enrollments by phone, in person, or through electronic methods of communication.

*Note: The Medicaid Program has the sole authority to determine eligibility for the GHP, unless otherwise established by Act 72 of 1993.

The intent is to award a contract or contracts to an entity or entities demonstrating the ability to meet all requirements of this RFP. ASES reserves the right, at its sole discretion, to award all deliverables to the same contractor or award the Call Center Services and In Person/On-site Choice Counseling Services to one contractor, and a Web-based Application for online choice counseling services and Provider Search Portal to another contractor. However, the Offeror must present a proposal including all required services. A proposal that only bids for one or some of the deliverables object of this RFP will be considered an incomplete proposal and will cause the Offeror's disqualification from this process.

ASES reserves the right, at its sole discretion, to acquire the Web-based Application and Provider Search Portal at the time of awarding the RFP or at a later date during the term of the ensuing Contract. This is a key condition of this RFP, failure to accept the same may be cause for disqualification. In the event ASES exercises its option of acquisition, the licensing fees and other one-time expenses paid under this contract for the development of

the Web-based Application and Provider Search Portal shall be used to offset the purchase price.

The provision of the Enrollment Counselor Services will be effective July 1, 2019 through June 30, 2020. ASES reserves the right, at its sole discretion to award contract(s) for a one (1) term year or a three (3) year term, subject to availability of funds.

1.2 Content of RFP

This Request for Proposals (RFP) defines the Puerto Rico Health Insurance Administration's (Administración de Seguros de Salud – ASES) minimum service requirements, solicits responses, and outlines the process for evaluating proposals and selecting the Contractor(s). This RFP contains the following information:

1. Instructions to Offerors, contained throughout this RFP.
2. Procedures and policies for the presentation and for the adjudication of the Proposal.
3. Scope of Work and Technical Specifications
4. Data Book
5. Cost Proposal Template
6. Appendices

1.3 Background on the GHP and Enrollment Counselor Services

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

ASES is a public corporation with autonomy to develop and execute the terms of its organic law, Act Number 72 of September 7, 1993, as amended. As part of its responsibilities, ASES contracts with MCOs to provide health services to persons who are eligible for Medicaid and other Enrollees. ASES is responsible for health care policy, purchasing, planning, and regulation pursuant to Act 72, as amended, and other sources of law of Puerto Rico, and pursuant to this statutory provision, ASES has established a managed care program under the medical assistance program, known as "GHP," "GHP Program," "the Government Health Plan", or "Plan Vital".

In 2018, five (5) Managed Care Organizations (MCOs) contracted with ASES under a new GHP model known as "Plan Vital".

In the previous GHP model, there was no choice of MCO with a single MCO assigned to each of eight (8) geographical and one (1) virtual region. Under Plan Vital, Enrollees are now able to select an MCO that best meets their needs. Hence, from a regionalized system, ASES moved to an island-wide system affording enrollees to have choice in the selection of their MCO.

To support the implementation of the Plan Vital program, effective November 1, 2018, all then current GHP enrollees were auto-assigned by ASES to an MCO based on an algorithm that considered existing enrollee-provider relationships and household composition, among other factors. Approximately 820,328 beneficiaries were enrolled with a new MCO. Enrollees were notified by the assigned MCO in a welcome package of the coverage period, and informed beneficiaries that they had the opportunity to change the MCO assignment for any reason (without cause) between November 1, 2018, through January 31, 2019.

The call and transaction volume for the upcoming Annual Open Enrollment Period is expected to be lower than the one generated during this initial Open Enrollment Period in 2018, as reflected in the Data Book. See, Data Book deposited in the Procurement Library. The above statement is based on the following factors:

a. Most current members have already taken the opportunity to make their desired changes to the initial auto-assignments during the Initial Open Enrollment Period of November 1, 2018 through January 31, 2019;

b. The outreach and education campaigns conducted by ASES and the current Enrollment Counselor have resolved most confusion and initial education regarding choice;

c. ASES has allowed a significant number of "just cause" changes in addition to the initial change allowed during the Open Enrollment Period.

Every year thereafter, the active GHP beneficiaries, except the Foster Children and Domestic Abuse Victims populations[1], have the opportunity to change their current MCO for any reason during a 90-day Open Enrollment Period, which runs from November 1 through January 31 (herein after referred to as the "Annual Open Enrollment Period"). The beneficiaries can only make one (1) change of MCO without just cause, including during

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

the Open Enrollment period. New Enrollees select an MCO at the point of application for Medicaid and the selected MCO assigns the PCP/PMG. If the enrollee wants to make any changes to their MCO within ninety (90) days of becoming eligible, the choice counselor will be responsible for assisting in those changes (hereinafter "New Enrollee Open Enrollment Period").

Choice counseling functions are a key component of the GHP program. The intent is to ensure that potential enrollees and active enrollees have the resources available to receive timely, unbiased, and appropriate information about their MCO options in order to make an informed decision about an MCO best suited to address their needs. The Enrollment Counselor will provide essential choice counseling functions to support active enrollees during their annual open enrollment period and ongoing for newly eligible individuals.

An MCO change made within the first twenty (20) days of the month must be effective the 1st day of the next month. The changes made after the 21st day will be effective on the 1st day of the second month after the selection. For example, a request received January 10th will be effective February 1st, whereas a request received January 21st will be deemed effective March 1st.

After an Open Enrollment Period an Enrollee may request the selection of a new MCO for just cause at any time. The Enrollment Counselor approves the just cause cases that fall with the parameters of applicable federal regulation. If a request does not fall under the causes that constitute cause for disenrollment, it is ASES who shall determine whether the reason constitutes a valid cause.

As of February 2019, GHP approximately serves 1,181,525 beneficiaries including (1) 920,240 Medicaid Enrollees, (2) 84,467 Children's Health Insurance Program ("CHIP") Enrollees, and (3) 121,425 Commonwealth individuals. The Commonwealth population includes low-income individuals who do not otherwise qualify for Medicaid and certain Commonwealth employees who have selected GHP as their health plan.

ASES is authorized to negotiate and enter into contracts for professional services with entities to perform required functions, under the laws of the federal Government and the Government of Puerto Rico, to support the Medicaid and CHIP programs under the GHP. GHP is administered and available island-wide in Puerto Rico. In this RFP, ASES seeks to contract with a qualified entity or entities to provide specified functions island-wide. Responses submitted must demonstrate the capacity and ability to conduct Enrollment Counselor functions island-wide.

1.4 Legal Foundation

Offerors must comply with federal and Government laws and regulations, including but not limited to:

- Act 72 of September 7, 1993, as amended, known as "Puerto Rico Health Insurance Administration Law"
- ASES General Rules and Regulations, No. 9068 of June 19, 1995
- Act No. 194 of August 25, 2000 known as the Puerto Rico Patient's Bill of Rights
- Act 77 of June 24, 2013 known as the "Law of the Office of the Office of Patient Advocate"
- Act 408 of October 2, 2000, as amended, known as Puerto Rico Mental Health Law;
- 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 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 3.4.9 of this RFP– Disclosure of Proposal Contents)
- ASES Regulations for the Imposition of Fines and Economic Sanctions for Breach of Contract of Underwriters and/or Health Services Organizations and to Establish the Procedure for Resolution and Adjudication of Related Complaints, Regulation No. 8446.
- Federal rules and regulations as established by the Center for Medicare & Medicaid Services ("CMS") related to the services object of this RFP;
- Debarment and Suspensions, 45 CFR 74 and applicable Executive Orders;
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);

- Americans with Disabilities Act, 42 U.S.C. 12101 et seq;
- All Federal and Puerto Rico laws, rules, regulations, statutes, policies, or procedures that are applicable to Contractor in its capacity as a service provider, including as a Choice Counselor and any other laws specifically referenced in the Model Contract as applying to the Contractor. See Appendix N.

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 Model Contract, or as necessary based on any federal requirements or as may be required by CMS, or any Government of Puerto Rico laws or regulations or any directives of the Financial Oversight and Management Board for Puerto Rico. The Model Contract may continue to be revised by ASES.

1.5 Legal or Regulatory Warnings and Restrictions

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

1.5.1 Statements by the Offeror

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

Statements included in the Proposal will be accepted in good faith by ASES's officials during the evaluation and adjudication process. The 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 a Proposal or to disqualify any Offeror at any time during the presentation, evaluation or adjudication process.

1.5.2 Prohibition Regarding Interference in the Evaluation and Adjudication Process

During this procurement process, Offerors shall not be allowed to obtain information, interfere, influence, exert pressure or communicate with individuals named to this RFP evaluation committee. One exception is for instances in which such communication is unrelated to this procurement and limited to the normal operations of current Contracts with ASES. As explained in Section 1.8 of this RFP, on matters related to this procurement, Offerors may only communicate directly with the Procurement Contact.

1.5.3 Delegation of Authority

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

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

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

1.5.4 Conflicts of Interests

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

For purposes of this RFP, ASES reserves the right to disqualify any Offeror with a Conflict of Interest. ASES will investigate any charge or allegation concerning apparent Conflicts of Interests, prior to the disqualification. Likewise, ASES reserves the right, during the term of the Contract, at any time after concluding the due process of law requirement, to amend, cancel, rescind, or terminate a Contract awarded to an Offeror, if ASES becomes aware of the existence of a Conflict of Interest.

Offerors who respond to this RFP 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 consanguinity or a second degree affinity. Neither can the Offeror be awarded a Contract with ASES that in ASES's sole discretion creates the appearance of impropriety.

1.5.5 Independence and Conflict of Interest Safeguards

In keeping with federal requirements, the Enrollment Counselor must be an independent entity, free of conflict of interest. **FAILURE TO COMPLY WITH THIS MANDATORY REQUIREMENT WILL DISQUALIFY THE OFFEROR.** The specific requirements are as follows:

- **Independence.** In accordance with 42 CFR 438.810, the Enrollment Counselor and any subcontractor shall be independent of any MCO or health care provider in Puerto Rico. The Enrollment Counselor and any subcontractor shall not be an MCO or a health care provider in Puerto Rico, shall not be owned or controlled by an MCO or a health care provider in Puerto Rico, and shall not own or control an MCO or health care provider in Puerto Rico. Note that the independence and conflict of interest requirements apply to any health care provider, regardless of participation in federal health care programs. (Refer to Appendix C).

- **Conflict of Interest Safeguards.** In accordance with 42 CFR 438.810, the Enrollment Counselor and any subcontractor shall be free from conflict of interest. The Enrollment Counselor and any subcontractor shall ensure that no person who is an owner, employee, consultant, or has a contract with the Enrollment Counselor or subcontractor:

    - Has any direct or indirect financial interest with any MCO, entity, or health care provider that furnishes health care services in Puerto Rico (including any on-going contract or agreement with an MCO), or

    - Has been excluded from participation under Title XVII (Medicare) or XIX (Medicaid) of the Social Security Act, debarred by any federal agency, or is currently or has been subject to civil money penalties under the Social Security Act. (Refer to Appendix D).

1.5.6 Criminal Background Check

ASES is prohibited by law to enter into contracts with any Offeror that has been accused, sentenced, found guilty, and also if under investigation in any legislative, judicial or administrative proceeding, in Puerto Rico, the United States of America, or any other country, resulting from criminal acts or constituting corruption, fraud, embezzlement, or unlawful appropriation of public funds, pursuant to Act 2 of 2018 and 42 CFR parts 455 and 438.

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, members, partners or ruling bodies have been accused, sentenced, found guilty, including whether they are under investigation,

for any crime involving corruption, fraud, embezzlement, unlawful appropriation of public funds, pursuant to Act 2 of January 4, 2018.

In addition, as provided in 42 CFR 455.106(c), ASES may refuse to contract with any Offeror if any person who has an ownership or Control interest in the entity, or is an agent or managing employee of the Offeror, has been convicted of a criminal offense related to the person's involvement in any program established under Medicare, Medicaid, or the Title XX services programs.

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

- In the case of a legal person, to require a certification to the effect that neither it nor any of its shareholders, members, partners, officers, principals, employees, subsidiaries, or parent companies has been convicted, nor has any probable cause for arrest been found, for any crimes involving corruption, fraud, embezzlement, or unlawful appropriation of public funds or property, in the Government of Puerto Rico or federal jurisdictions. (Refer to Appendix E).

- To include a contractual clause to the effect that the Contract will be terminated and rescinded if probable cause for arrest is found against the Contractor, 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 recognizes its obligation to report, in a continuous manner, during the term of the Contract, any fact or event related to the existence of any investigation for the commission of 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 a certification to the effect that, during the ten years prior to the formalization of the Contract, the entity entering into the Contract has not committed any crimes involving corruption, fraud, embezzlement, unlawful appropriation of public funds or property, in the Government of Puerto Rico or federal jurisdictions.

- To include a contractual clause to the effect that before the Effective Date of the Contract, pursuant to 42 CFR 455.104 and 455.106, the Contractor shall disclose to ASES the identity of any person who has an ownership or control interest in the

entity, or is an agent or managing employee of the entity, who has been convicted of a criminal offense related to the Medicare, Medicaid, or Title XX services programs.

1.5.7 Lobbying

No federally appropriated funds can be paid at any time by or on behalf of the Offeror or selected Enrollment Counselor or any other person, for influencing or attempting to influence an officer or employee of any agency, a Member of the Puerto Rico Legislature or an employee of a Member of the Puerto Rico Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. See Appendix F.

1.5.8 Ownership of Information

ASES is the sole and exclusive owner of all the information related to, or generated, or in connection to this RFP, including, but not limited to, eligibility information and the subscription of Enrollees, 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 GHP Contract, including this RFP and the Proposals not otherwise withdrawn.

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

Offeror(s) awarded the Contract for the Enrollment Counselor and who will be subcontracting services under this RFP, shall include a clause in their subcontracts stating that the personal and utilization information or data pertaining to the GHP Enrollees belongs exclusively to ASES. This clause shall also require that the Contractor and its subcontractors 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. Offeror(s) awarded the Contract is/are required to include penalty clauses in subcontractors' contracts to discourage this practice. The penalty clauses shall state that related fines will be payable to ASES.

1.5.9 Rights Over the Information

The Offeror recognizes and accepts that ASES is the exclusive owner and that ASES has all the ownership rights over any and all information related to or generated or in connection to the GHP and the Enrollment Contract. ASES has exclusive rights over all the information and data, including but not limited to, the Enrollees' personal and health information and the data related to utilization, costs, and fees. **This and the following provisions, however, are not intended to include the Web-Based Application or the Provider Search Portal as described in this RFP unless ASES has exercised its right to purchase (and has purchased) these platforms.**

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

All documents related to the GHP and the Enrollment 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.

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

1. To facilitate obtaining the desired amount of federal financial participation under 42 CFR 433.112, ASES shall have all ownership rights, not superseded by other licensing restrictions, in all materials, programs, procedures, etc., designed, purchased, or developed by the Contractor and funded by ASES. The Contractor shall use contract funds to develop all necessary materials, programs, products, procedures, etc., and data and software to fulfill its obligations under the Contract. ASES's funding used in the development of these materials, programs, procedures, etc. shall be documented by the Contractor. 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. The ASES shall

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

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

b. All internal system software and programs developed by the Contractor or subcontractor, including all source codes, which result from the performance of the Contract;

c. All necessary data files.

d. User and operation manuals and other documentation.

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

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

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

1.5.10 Availability of Funds

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

1.5.11 Relations With Government Entities

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

current contractor to ensure a safe and efficient transition of the Enrollment Counselor functions, within the timeframe established by ASES.

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

- CMS;
- The Puerto Rico and U.S.A. Offices of the Comptroller;
- The Office of the Inspector General;
- The United States Department of Health and Human Services;
- The Puerto Rico Health Department and its Office for the Medicaid Program;
- The Administración de Familias y Niños (ADFAN – Families and Children Administration); among others.

1.5.12 Access to contract materials

All negotiated contracts (except those for less than the simplified acquisition threshold) awarded by ASES will include a provision to the effect that ASES, the Department of Health, the U.S. Comptroller General, or any of their duly authorized representatives, must have access to any books, documents, papers and records and staff of the contractor which are directly pertinent to the GHP and Enrollment Counselor services for the purpose of making evaluations, examinations, excerpts and transcriptions.

1.5.13 Mandatory Contractual Clauses pursuant to the Memorandum Number 2017-001 from the Secretary of Government / Circular Letter 141-17 from the Office of Management and Budget of the Government of Puerto Rico

A. 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.

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

ASES understands that these clauses are not applicable to the Model Contract resulting from this RFP, but includes the same in the abundance of caution as any contract for

professional services without these clauses will be deemed to be null and void from its inception.

1.5.14 Prohibition against Discrimination

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

1.6 Scope of Procurement

The scope of this procurement includes the implementation and operation of the Enrollment Counselor Professional Services Contract, as outlined throughout this RFP.

Following this procurement, ASES's intent is to contract with the selected Offeror(s) pursuant to the evaluation procedures outlined below and the rules and regulations that govern ASES. ASES reserves the right to award the Contract for a one (1) year term beginning on July 1, 2019 and ending on June 30. 2020, or to award the Contract for a three (3) year term, beginning on July 1, 2019 and ending June 30, 2022. The executed Contract is subject to CMS approval, and may require amendments from CMS. The Offeror(s) will be responsible for the provision of all Covered Services described in the Contract** beginning July 1, 2019, to the extent the Offeror has demonstrated readiness.

> ** **WARNING**: ASES reserves the right, at its sole discretion, to award all deliverables to the same contractor or award the Call Center Services and In Person/On-site Choice Counseling Services to one contractor, and the Web-based Application for online choice counseling services and Provider Search Portal to another contractor. Nonetheless, it is a requirement of this RFP that Offerors bid for all deliverables.

Following execution of the Contract, the successful Offeror(s) shall work with ASES through a readiness review period to demonstrate its/their readiness to carry out the provisions outlined in the Contract, including all Appendices. The "readiness reviews" will commence shortly after the Contract is awarded. The scope of the review will be determined by ASES. Payment of any implementation costs is contingent upon the Contractor's ability to meet all readiness review requirements and any additional applicable requirement stated in this RFP and ensuing Contract.

1.7 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.

1.8 Procurement Contact

ASES has designated a Procurement Contact person who is responsible for the conduct and administration of this procurement. Any inquiries or requests regarding this procurement shall be submitted only to the Procurement Contact, in writing, and by email. Questions shall be clearly labeled and shall cite the specific source that forms the basis of the question. For example, if the Offeror has a question related to this procurement schedule, the Offeror must cite to Section 3.1 of this RFP.

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

The Procurement Contact's decision on any matter regarding this procurement shall be final.

Contact information for the Procurement Contact is as follows:

Martha L. Vélez González, Esq.
Urb. Caribe Sector El Cinco
1549 Calle Alda
San Juan, PR 00926-2712
Tel. (787) 474-3300 ext. 3019
ecinfo@asespr.org

1.9 Offeror Qualifications/Conflicts of Interest

This RFP is open to any Offeror capable of performing the work addressed in Section 2 of this RFP, Scope of Work, subject to the following stipulations:

A. The burden is on the Offeror to present sufficient assurance to ASES that awarding the Contract to the Offeror shall not create a Conflict of Interest. (See Sections 1.5.4, 1.5.5 of this RFP for additional information on compliance with Conflict of Interest requirements).

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

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

C. ASES reserves the right to check any references, regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal and/or result from independent analysis by the Evaluation Committee members, or those that result from communication with other entities involved with similar projects. Results of these reviews are intended to contribute to the recommendation of the Evaluation Committee.

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

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

1.10 Procurement Library

The Procurement Contact has established a procurement library and a repository of documents' secure site. The library includes electronic documents with relevant information for the process (e.g. Data Book). Offerors are encouraged to review the materials contained in the library. Copies will not be made available. Registered Offerors will be notified when information in this procurement library changes.

1.11 Definitions

This section contains definitions and abbreviations that are used throughout this document.

Abandoned Call: A call initiated to a Call Center that is ended by the caller before any conversation occurs or before a caller is permitted access to a caller-selected option.

ASES: The acronym Administración de Seguros de Salud de Puerto Rico (the Puerto Rico Health Insurance Administration), the government entity responsible for oversight and administration of the GHP Program, or its Agent.

After Hours: Hours of operation outside of normal Business Hours.

Answer Rate: A measure of the percentage of callers to the Call Center who reach a Call Center choice counselor, in comparison to the number of calls received by the Call Center.

Authorized Representative: A person given written authorization by an Enrollee to make health-related decisions on behalf of an Enrollee, including, but not limited to, selection of an MCO and/or PCP and PMG, in accordance with applicable Puerto Rico law.

Auto-Assignment: The assignment of an Enrollee to a PMG and a PCP, normally at the time the person is Auto-Enrolled in the GHP Program.

Beneficiary Support System: A federally defined, independent entity (42 CFR 438.71) that provides Choice Counseling and/or Enrollment Activities to Enrollees prior to and after enrollment in a MCO. The entity performing these functions must be independent of any MCO or health care provider in Puerto Rico and not have direct or indirect financial interest in an MCO. (42 CFR 438.810).

Blocked Call: A call that cannot be connected immediately because no circuit is available at the time the call arrives or because the telephone system is programmed to block calls from entering the queue when the queue is backed up beyond a defined threshold.

Business Continuity and Disaster Recovery ("BC-DR") Plan: A documented plan (process) to restore vital and critical Information/health care technology systems in the event of business interruption due to human, technical, or natural causes. The plan focuses mainly on technology systems, encompassing critical hardware, operating and application software, and tertiary elements required to support the operating environment. It must support the process requirement to restore vital business Data inside the defined business requirement, including an emergency mode operation plan as necessary.

Business Days: Traditional workdays, including Monday, Tuesday, Wednesday, Thursday, and Friday. Puerto Rico Holidays, as defined in the Law for Compliance with the Fiscal Plan, Act No. 26 of April 29, 2017, or any other law enacted during the duration of this Contract regarding this subject, are excluded.

Business Hours: 8:00 a.m. to 6:00 p.m. local Puerto Rico time on Business Days.

Calendar Days: All seven days of the week.

Call Center: A telephone service facility equipped to handle a large number of inbound and outbound calls.

Children's Health Insurance Program ("CHIP"): Puerto Rico's Children's Health Insurance Program established pursuant to Title XXI of the Social Security Act.

Choice Counseling: the unbiased provision of information and services designed to assist beneficiaries in making enrollment decisions; it includes answering questions and

identifying factors to consider when choosing among MCOs and does not include making recommendations for or against enrollment into a specific MCO.

Commonwealth Population: This population is comprised of the following groups: Certain persons aged twenty-one (21) through sixty-four (64) years of age, inclusive of the age limits, and who do not qualify for either Medicaid or CHIP; Police officers of the Government of Puerto Rico and their Dependents; Surviving spouses of deceased police officers; Survivors of domestic violence referred by the Office of the Women's Advocate; and Veterans.

Conflict of Interests: Any group of acts, facts or circumstances that according to ASES's determination and judgment appears to bring into question the actual or perceived image, independence, objectivity and fair treatment of the Contractor. That includes, but is not limited to, a personal or business interest that may represent a real, potential or apparent Conflict of Interests, as it relates to the performance of the Contract or that may create the appearance of impropriety. It also includes situations where the Enrollment Counselor or ASES's personnel or their relatives or relationships, up to a fourth-degree consanguinity and second-degree affinity have intentionally affected the procedures to their favor or for their own benefit or the benefit of their family members or friends. This term also incorporates the requirements for Conflict of Interests safeguards for Enrollment Counselors under 42 CFR 438.810.

Contract: The written agreement between ASES and the Enrollment Counselor; comprised of the Contract, any addenda, appendices, attachments, or amendments thereto.

Contractor: The Enrollment Counselor that is a Party of the Contract resulting from this RFP, which contracts hereunder with ASES under the GHP program for the provision of Enrollment Counselor functions.

Daily Basis: Each Business Day.

Data: Information in digital form that can be transmitted or processed.

Disenrollment: The termination of an individual's Enrollment in an MCO.

Domestic Violence Population: Certain survivors of domestic violence referred by the Office of the Women's Advocate or the Department of the Family, or other agency with jurisdiction, and enrolled in the GHP.

Eligible Person: A person eligible to enroll in the GHP program.

Enrollee: A person who is enrolled in the GHP with an MCO, based on a determination of eligibility for Medicaid or CHIP.

Enrollment Activities: Defined at 42 CFR 438.810(a) as activities such as distributing, collecting and processing enrollment materials and taking and effectuating enrollment by phone, in person, or through electronic modes of communication.

Enrollment Counselor: An individual or entity that performs Choice Counseling and/or Enrollment Activities.

Go-Live Date: The date on which the Enrollment Counselor assumes responsibility for the provision of specified functions. As of the date of this RFP, the Go-Live date is anticipated to be July 1, 2019.

Health Insurance Portability and Accountability Act (HIPAA): The (i) Health Insurance Portability and Accountability Act of 1996, including its Omnibus Rule; (ii) applicable provisions of the Health Information Technology for Economic and Clinical Health Act as incorporated in the American Recovery and Reinvestment Act of 2009; and (iii) their accompanying rules, regulations, standards and procedures.

Immediately: Within twenty-four (24) hours, unless otherwise provided in this Contract**.**

Information System(s): A combination of computing and communications hardware and software that is used in: (i) the capture, storage, manipulation, movement, control, display, interchange and/or transmission of Information, i.e. structured Data (which may include digitized audio and video) and documents; and/or (ii) the processing of such Information for the purposes of enabling and/or facilitating a business process or a related transaction.

Interactive Voice Response ("IVR") System: Call Center function that allows callers to request assistance and check on the status of requests and updates.

Island-wide: All geographic areas that comprise the entirety of Puerto Rico, including Vieques and Culebra, for which the Enrollment Counselor is responsible for the provision of specified functions.

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

Mandatory: Means "required." The terms "must," "shall," "will," "is required," or "are required" identify a Mandatory item or factor. Failure to meet a Mandatory item or factor may result in the rejection of the Offeror's Proposal, at ASES's discretion.

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

Network Provider: A Medicaid-enrolled Provider that has a Provider Contract with a Contractor under the GHP Program. This term includes Providers in the General Network and Providers in the Preferred Provider Network (PPN).

New Enrollee: An Eligible Person who has become a first-time Enrollee of the GHP.

Open Enrollment: A period of ninety (90) Calendar Days during which Enrollees have one (1) opportunity to select a different MCO or PCP, without cause

Offeror: Any person, corporation, or partnership that submits a response to this RFP. **An entity who intends to provide services under this RFP as a subcontractor of another Offeror, may not participate as an Offeror in this process.**

PCP Panel: The number of enrollees a PCP can adequately serve. A panel is open so far as the PCP has not reached the maximum number of Enrollees it may serve, and closed once that limit has been exceeded and the PCP cannot accept new Enrollees.

Potential Enrollee: A person who has been Certified by the Puerto Rico Medicaid Program as eligible to enroll in the GHP (whether on the basis of Medicaid eligibility, CHIP eligibility, or eligibility as a member of the State Population), but who has not yet enrolled with an MCO.

Prevalent Non-English Language: A non-English language spoken primarily by more than five percent (5%) of Potential Enrollees and Enrollees in Puerto Rico, as determined by the Government.

Primary Medical Group (PMG): A grouping of associated Primary Care Physicians and other providers for the delivery of services to GHP Enrollees using a coordinated care model. PMGs may be organized as provider care organizations, or as another group of Providers who have contractually agreed to offer a coordinated care model to GHP Enrollees.

Primary Care Physician (PCP): A licensed medical doctor (MD) who is a Provider and who, within the scope of practice and in accordance with Puerto Rico Certification and licensure requirements, is responsible for providing all required Primary Care to Enrollees.

Procurement Contact: The person or designee authorized by ASES to manage or administer the RFP process including evaluation of proposals.

Proposal: A response submitted to this RFP, including all attachments.

Provider Search Portal: The required deliverable under the RFP as defined in Section 2.2.1.4 of this RFP.

Request for Proposals (RFP): This refers to this document and all documents used to solicit responses, including those attached or incorporated herein by reference.

Service Level: A measure of Call Center Choice Counselor productivity in real time as Call Center Choice Counselors take calls, expressed in a percentage of calls answered within a specific time in seconds.

Subcontract: Any written contract between the Contractor and Subcontractor to perform a specified part of the Contractor's obligations under this Contract.

Subcontractor: Any organization or person, including the Enrollment Counselor's parent, subsidiary or Affiliate, who has a Subcontract with the Contractor to provide any function or service for the Contractor specifically related to securing or fulfilling the Enrollment Counselor's obligations to the Government of Puerto Rico under the terms of the Contract.

Web-Based Application (or Application): The required deliverable under the RFP as defined in Section 2.2.1.3 of this RFP.

Week: The traditional seven-day week, Sunday through Saturday.

2 SCOPE OF WORK

2.1 Minimum General Requirements

2.1.1 ASES seeks to partner with an Enrollment Counselor(s) that has demonstrated experience in providing high quality services, meets all requirements of this RFP, is financially stable and can comply with the Go Live date of July 1, 2019. As such, the following are the minimum requirements for the GHP Enrollment Counselor(s):

2.1.1.1 Demonstrated experience developing and implementing management systems that support eligibility and health benefits services.

2.1.1.2 Demonstrated experience in data management, data integration and reporting capabilities.

2.1.1.3 Demonstrated experience managing a Call Center with a volume of beneficiaries similar to Plan Vital

2.1.1.4 Operational capacity to support a July 1, 2019 Go-Live.

2.1.1.5 Financially solvent to provide services for short term period (30-90 calendar days) in the event of delayed reimbursement.

2.1.1.6 Possess financial stability necessary to perform the services of this RFP.

2.2 General Provisions

2.2.1 The Enrollment Counselor shall provide and deliver services for the GHP through described tasks, obligations, and responsibilities included in this RFP. Specifically, the Enrollment Counselor will provide to ASES the following professional services and deliverables:

2.2.1.1 Call Center Services;

2.2.1.2 Choice Counseling in person and over the phone;

2.2.1.3 Web-based Application for online choice counseling services to support all Enrollment Counselor activities, including but not limited to the collection of Enrollee selection of MCO, PCP and PMG, and corresponding reporting functions established by ASES, as detailed in Appendix G of this RFP. This Web-Based Application may be linked to the ASES and MCO websites, as well as listed in the Enrollee Handbook and general outreach materials issued by ASES for the GHP Program;

2.2.1.4 Provider Search Website Portal accessible to the general public (the "Provider Search Portal"). This Provider Search and shall be accessible to Enrollees and may be linked on the ASES and MCO websites, as well as listed in the Enrollee Handbook and general outreach materials issued by ASES for the GHP Program. The portal must also be integrated into the Web-based Application to allow Enrollees to elect PCP and/or PMGs.

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

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

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

2.2.3 Unless otherwise specified herein, all documentation, including policies and procedures that the Enrollment Counselor is required to maintain, shall be subject

to prior written approval from ASES. All documentation, including any specified deliverables, must be submitted to ASES in English.

2.2.4 All staff providing direct services to enrollees must be located in Puerto Rico.

2.3 Call Center Services:

2.3.1 The Enrollment Counselor shall operate a Call Center (a toll-free telephone help line to provide phone-based Choice Counseling) equipped with state-of-the-art caller identification, real time monitoring tools to ensure quality standards, automatic call distribution equipment capable of handling expected call volume, and access to interpreter service for Potential Enrollees and Enrollees whose primary language is English or a Prevalent Non-English Language (other than Spanish). ASES provide the Enrollment Counselor the portability of ASES's toll free numbers (1-800-981-2737 & 1-833-253-7721) to be used during the term of the Contract. Upon the termination of the Contract or whenever ASES so requests it, the numbers and their portability will be immediately returned to ASES for its exclusive use. If during the term of the Contract the Enrollment Counselor uses another regular and/or toll-free number to provide services under this RFP, the number and its portability will be transferred to ASES for its exclusive use and become its property. All costs accrued, due, and owing on this numbers, including but not limited to, any taxes, penalties or fines must be the sole obligation of the Enrollment Counselor.

2.3.2 The Enrollment Counselor shall operate a Call Center operation in Puerto Rico with staffing and infrastructure capacity to process the anticipated volume of calls based on experience between November 1, 2018 and March 15, 2019. The volume of calls during "steady state" operations is an average of 600-700 per day. During Open Enrollment, ASES expects the volume to be higher. Please refer to the Data Book for information on experience from the first open enrollment period (November 1, 2018 to January 31, 2019) and to Section 1.3 of the RFP when considering the expected volume of calls for Open Enrollment 2019-2020.

2.3.3 Call Center Counselors will use flow chart protocols and scripts developed by the Contractor and approved by ASES, and any others provided by ASES for this purpose. The contractor shall have a policy and procedure to ensure consistent and high-quality responses are provided to each member who contacts the call center.

2.3.4 Required Functionality of the Call Center:

2.3.4.1 IVR System:

2.3.4.1.1 The Call Center must provide an IVR System. During Business Hours, the IVR System must have the capability to offer callers the option at each prompt to speak with a Choice Counselor rather than continue through additional prompts. The IVR must be available twenty-four (24)

hours a day, seven (7) days a week. The IVR System script must be approved by ASES prior to implementation and in advance of any changes.

2.3.4.1.2 The IVR script must be approved by ASES prior to implementation or if changes to the script are necessary or recommended.

2.3.4.1.3 The Call Center must use an automated phone triage system, approved by ASES, to redirect callers with questions unrelated to the Enrollment Counselor's responsibilities to other entities (i.e., Puerto Rico Medicaid Office, ASES, or MCO), as appropriate.

2.3.4.1.4 The Call Center must provide an After-Hours message advising callers of hours of operation and the option to connect directly to the IVR System or to a voicemail box without disconnecting.

2.3.4.2 The Call Center will provide a Call Back call within twenty-four (24) hours of the Potential Enrollee or Enrollee voice mail message.

2.3.4.3 The Call Center shall have the technological infrastructure to handle expected number of call-based counseling sessions. Minimally, this would include voice over internet protocol (VOIP) and call-handling software with a sophisticated queue management, monitoring and reporting capabilities. Callers must receive notification, which informs the beneficiary or authorized representative that "call monitoring may occur."

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

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

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

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

2.3.4.5.3 The ability to measure and report daily the average speed of answer by a live Choice Counselor (by type of call and

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

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

2.3.4.5.5 The availability of oral translation and TTY/TDD services so that Potential Enrollees and Enrollees in need of such services and their authorized representatives will not have to disconnect to access these services. Ensure the call center has sufficient technology and training to handle Deaf, hard of hearing and Deaf-Blind callers;

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

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

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

2.3.5 The Call Center shall maintain a process for the handling of problematic calls in accordance with a standard escalation policy that may be subject to review and approval by ASES under the contract.

2.3.6 The Call Center shall meet the following performance standards, which shall be measured on a monthly basis during the term of the Contract, as applicable per metric; failure to meet the performance metrics may result in financial penalties as specified in Section 2.17 of the RFP:

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

2.3.6.2 Wait/hold Time – Wait/hold time after initial IVR selection to speak to a live operator and an answer by a live operator shall not queue does not exceed two (2) minutes;

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

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

2.3.6.5 Service Level- Equal to or greater than 80% of calls answered within thirty (30) seconds

2.3.6.6 Call Center Outage – less than 2% of time during the Call Center's Business Hours that the Call Center is unable to accept inbound calls.

2.3.6.7 First Call Resolution – 95% of calls resolved by Call Center during the first interaction with the Potential Enrollee or Enrollee.

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

2.3.7 The Call Center must be ready to begin receiving calls from beneficiaries no later than July 1, 2019. The Contractor must be able to handle from November 1 through January 31, a higher than usual volume of calls per month, as explained in Section 2.3.2 of this RFP.

2.3.8 The Call Center must have the upgrade capability to simultaneously handle a higher than normal volume of calls during Annual Open Enrollment Period or in the event of an MCO termination or significant adverse change in an MCO provider network (e.g., loss of a large clinical or hospital system). ASES must provide notice to the Contractor of the expected number of beneficiaries impacted who may need assistance transitioning to a new MCO or have questions about the transition as soon as the need is identified or no later than thirty (30) days.

2.3.9 Direct calls to Enrollment Counselor's member enrollment satisfaction survey in accordance with the requirements of this RFP;

2.3.10 Comply with language and information accessibility standards defined within this RFP; and

2.3.11 The Enrollment Counselor must provide the necessary furniture (cubicles, shelves, chairs, desks, etc.) and computer equipment (computers, printers, etc.), telephones and all other facilities needed for the Call Center. Individually equipped units shall be referred to as a workstation, service station or seat.

2.4 Information System, Web Based Application and Provider Search Portal:

2.4.1 The Enrollment Counselor shall have in place an information system (IS) and provide a Web Based Application and Provider Search Portal that complies specifically with all the requirements of this RFP and that has the capacity to give support to all the enrollment counselor activities and functions as explained in detail in Appendix H of this RFP & Article 8 of the Model Contract.

2.4.2 The Web-Based Application shall have the capacity to allow access by Enrollees, Choice Counselors and ASES personnel to:

2.4.2.1 Access the Web-Based Application twenty-four (24) hours a day, seven (7) days a week.

2.4.2.2 Compliance with Section 508 of the Rehabilitation Act and any other applicable laws governing accessibility;

2.4.2.3 Complies with all other technical specifications stated in Appendix H and Article 8 of the Contract.

2.4.2.4 Create and manage log-in information including user name and password;

2.4.2.5 View the Potential Enrollee's or Enrollee's current Medicaid eligibility, demographic information, and case information, including but not limited to name of the current MCO and Open Enrollment dates;

2.4.2.6 Compare available MCOs using selection criteria such as participating hospitals, PCPs/PMGs, and specialty providers;

2.4.2.7 Manage enrollment online, including enrollment or disenrollment from an MCO and selecting a PCP and PMG at the time of enrollment;

2.4.2.8 Opt-in and opt-out of electronic or other communication;

2.4.2.9 View and download Enrollee materials specific to the Enrollee;

2.4.2.10 Accept updates regarding open/closed enrollment in an MCO;

2.4.2.11 Accept updates regarding open and closed Panels for PCPs and prevent selection of a PCP with a full PCP Panel;

2.4.2.12 Accept daily updates to any of the Enrollee data elements transmitted by ASES and/or its Agent(s);

2.4.2.13 Accept MCO provider network data, including PCPs and PMGs, to inform choice counseling;

2.4.2.14 Transmit to ASES, or its Agent (via FTP or other prescribed protocol), MCO choice transactions within twenty-four (24) hours of an enrollee's selection of an MCO and, if applicable, a PCP and PMG.

2.4.2.15 Complies with all other technical specifications stated in Appendix H and Article 8 of the Contract.

2.4.2.16 Collect Enrollee selection of MCO or MCO/PCP/PMG through the communication methods specified by ASES, including but not limited

to telephone, web and in-person, document requests for MCO selections upon receipt;

2.4.2.17 Submit MCO or MCO and PCP/PMG selections to ASES within twenty-four (24) hours of an Enrollee or Potential Enrollee's selection of an MCO, including change of an MCO or MCO/PCP/PMG;

2.4.2.18 For any portions of the Web-Based Application that is visible to Enrollees, incorporate ASES's design and image elements and standards and be approved by ASES prior to use;

2.4.2.19 Ensure that the elapsed time from the command to view a response on the Web-Based Application until the response appears or loads to completion does not exceed five (5) seconds, ninety-nine percent (99%) of the time.

2.4.2.20 Process any relevant files received from ASES to support ongoing operations.

2.4.2.21 Comply with all other technical specifications stated in Appendix H and Article 8 of the Contract.

2.4.2.22 Document for cause changes and ensure that the system is capable of notifying whether an allowable change has already been made, and subsequent changes are restricted to allowable causes outside of the open enrollment period.

2.4.3 All network connections of data interface between the Enrollment Counselor and ASES must include the following minimum-security features:

2.4.3.1 To the extent Enrollment Counselor has access to ASES' internal networks, the network from which the Contractor will access the internal network of ASES will be isolated from any other network in the Contractor's facilities, especially any public networks that may exist;

2.4.3.2 To the extent Enrollment Counselor has access to ASES' internal networks, equipment assigned to staff dedicated to this project and that will be connected to the internal network of ASES may not have installed any software that has not been previously authorized by ASES, and only that software that is strictly necessary for the provision of services will be used. Installing new software or changes in the existing configuration must be duly authorized by ASES.

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

2.4.3.4 Implement any additional security measures that ASES may require for the protection of information and that are reasonable in light of the

requirements necessary for the proper provision of the services under this RFP.

2.4.3.5 Comply with all other technical specifications stated in Appendix H and Article 8 of the Contract.

2.4.4 Provider Search Portal

The Provider Search Portal must be publicly accessible to Potential Enrollees and shall incorporate ASES's design elements and must be approved by ASES prior to use. The Provider Search Portal must have the following:

2.4.4.1 Availability twenty-four (24) hours a day, seven (7) days a week;

2.4.4.2 Compliance with Section 508 of the Rehabilitation Act and any other applicable laws governing accessibility;

2.4.4.3 Complies with all other technical specifications stated in Appendix H and Article 8 of the Contract.

2.4.4.4 An easily searchable public area that allows access to general information relevant to the GHP or MCOs, including, but not limited to, provider listings, without requiring the Enrollee or Potential enrollee to log in to the secure area of the website.

2.4.5 The Enrollment Counselor must provide required reports from ASES to measure performance and quality of services as well as to obtain relevant information necessary for the proper operation of the GHP program.

2.4.6 The Enrollment Counselor must provide properly trained and certified IT technicians to support, appropriately address, and resolve technical situations that require immediate attention.

2.4.7 The Enrollment Counselor must guarantee that it possesses all necessary software licenses for the provision of all the services required by this RFP and agrees to keep them updated for the duration of the Contract. This is a material condition and failure to comply may be cause for the termination of the Contract and/or the imposition of sanctions and/or other penalties.

2.4.7.1 In case of a third-party allegation of infringement in the use of the software and technology used by the Enrollment Counselor to provide the services object of this RFP, the Enrollment Counselor will immediately take, at its sole expense, all necessary measures to avoid an interruption of, or adversely affect, the execution of the Enrollment Counselor Activities.

2.4.8 The Application and Provider Search Portal must be operational and available to the public no later than July 1, 2019.

2.5 Staffing and Key Personnel:

2.5.1 In General:

2.5.1.1 The Enrollment Counselor shall have sufficient qualified, experienced and knowledgeable staff and personnel to efficiently administer program requirements and provide all required direct and indirect services under this RFP for the duration of the Contract.

2.5.1.2 The Enrollment Counselor must receive ASES's approval of the service staff organizational chart prior to implementation. Any changes to the approved organizational chart shall be submitted and prior approved by ASES.

2.5.1.3 At a minimum, the Enrollment Counselor must provide the Key Personnel required under Section 2.5.5 of this RFP.

2.5.1.4 The Enrollment Counselor shall maintain the needed staffing levels for both In-person/On-Site and Call Center Choice Counselors to comply with the applicable service metrics established in this RFP. (Refer to Data Book).

2.5.1.5 All Choice Counselors must be properly trained, demonstrate competency, and be able to communicate effectively with members and potential members.

2.5.1.6 Employ a sufficient number of choice counselors who are fluent in English and Spanish and who are culturally sensitive.

2.5.1.7 Each group of choice counselors shall have one (1) supervisor per twenty-five (25) Choice Counselors. The Offeror may suggest a different ratio but such a request must be properly justified for ASES to approve, in its sole discretion, a change in this ratio.

2.5.1.8 The Enrollment Counselor must provide the necessary equipment for in-person on-site choice counselors as well for call center choice counselors.

2.5.2 Choice Counseling: The Contractor shall have sufficient qualified and experienced Choice Counselors available in-person at Medicaid Eligibility Offices, and other locations throughout Puerto Rico, as well as through the Call Center and electronic modes of communication. All personnel must be available to start providing direct services to Potential Enrollees and Enrollees under this Contract no later than July 1, 2019. All Choice Counselors must have the proper training to, and be available to, work interchangeably during the term of the Contract either at the Call Center and/or Medicaid offices and other locations throughout Puerto Rico as determined by ASES**.**

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

2.5.2.1.1 On Site Choice Counselors at the Medicaid Offices – Monday-Friday from 7:30 AM until 4:00 PM, except those specific offices identified by ASES in writing having a different official schedule. Refer to Appendix I- Medicaid Offices;

2.5.2.1.2 On Site Choice Counselors at other locations throughout Puerto Rico - regular business hours of said location as identified by ASES in writing;

2.5.2.1.3 Call Center Choice Counselors – Monday – Friday 8:00 AM until 6:00 pm.

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

2.5.2.2 The Offeror shall review the Data Book and consider the limitations in the data and the assumptions stated in Section 1.3 and 2.3.2 of this RFP when proposing the approach to offering In-person Choice counseling. At a minimum the following metrics apply:

a) The Contractor shall register a visitor when they arrive for in-person counseling and report on the average wait-time to meet with a counselor in person. The average wait time should not exceed forty-five (45) minutes.

b) An in-person counseling meeting should be no longer than twenty-five (25) minutes.

2.5.2.3 When proposing the approach to offering Call Center Choice counseling, the Offeror shall review the Data Book, consider the limitations in the data and the assumptions stated in Section 1.3 and 2.3.2 of this RFP and the applicable Call Center Performance Metrics stated in this RFP.

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

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

2.5.3.1 Are able to assist Potential Enrollees and Enrollees in understanding the nature of the GHP program and direct Potential Enrollees and Enrollees to other resources as appropriate, such as his/her MCO or the Call Center;

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

2.5.3.3 Conduct Enrollment Activities, including facilitating enrollment in the Enrollee's choice of MCO, with or without an accompanying PCP/PMG change, through the accurate and timely entry of required information in the Web-Based application to enable ASES to complete processing of the Enrollment and accompanying PCP/PMG selection, if any, with the appropriate MCO. The Enrollee or his or her Authorized Representative may choose the Enrollee's MCO, and PCP/PMG if changing MCO, and request disenrollment orally or in writing;

2.5.3.4 Document requests for MCO, PCP/PMG Enrollments upon receipt and maintain a log, in a format specified by ASES, of Choice Counseling sessions performed on a Daily Basis;

2.5.3.5 Submit MCO and accompanying PCP/PMG selections, if any, to ASES using the Web Based Application to record the Enrollee's selection.

2.5.3.6 Demonstrate sufficient familiarity with the GHP program before Go-Live Date. Accordingly, ASES may elect to conduct an assessment or examination of the Enrollment Counselor or individual Choice Counselors prior to direct interaction with Potential Enrollees or Enrollees. ASES reserves the right to also perform such an assessment or examination during the Contract Term. ASES retains the right to request the removal of staff for cause.

2.5.4 The Enrollment Counselor must have in place a detailed staffing contingency plan for handling sudden and unexpected increases in enrollment, MCO/PMG/PCP changes and call volumes with a description on how the plan will be implemented and coordinated with ASES.

2.5.5 Key Personnel: The Enrollment Counselor must provide the following Key Personnel for this project, to perform, at a minimum, the duties established in Appendix J of this RFP.

- ✓ Account Manager;
- ✓ IT Manager;
- ✓ Call Center Manager; and

- ✓ On-Site Choice Counselor Manager.

2.5.5.1 Substitution of Key Personnel:

A. The Enrollment Counselor must not substitute Key Personnel without prior written approval by ASES.

B. The Enrollment Counselor must notify ASES of any desired substitution of Key Personnel, including the name, role, resume, and other information requested by ASES for the recommended substitute.

C. Within ten (10) calendar days of the request, ASES will notify the Enrollment Counselor if the recommended substitute is acceptable. If ASES does not accept the recommended substitute, the Enrollment Counselor will have ten (10) calendar days to make another recommendation. At no time, however, may a Key Personnel Role be vacant. It is the Enrollment Counselor's responsibility to keep the role filled until ASES approves a substitution.

D. ASES may, at its sole discretion, request Contractor the substitution of any Key Personnel, for cause.

2.5.5.2 Transition Period: All Key Personnel need to be available on-site and ready to begin performing the scope of work on July 1, 2019 or earlier during the transition period, if necessary.

2.5.6 Account Management

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

A. Status calls with ASES during implementation to discuss operational and technical issues;

B. Hold regular meetings with internal partners of ASES, the Medicaid Program, and other stakeholders as identified by ASES;

C. Act as a liaison between ASES, Medicaid, Choice Counselors, corresponding team leaders and supervisors, and other personnel of the Contractor;

D. Submit regular reports, as requested by ASES regarding services and activities under this Contract;

E. Attend regular meetings with key personnel of ASES and Medicaid as requested;

F. Review compliance, and work with the enrollee services to implement required improvements;

G. Arrange meetings, set agendas, and perform any necessary follow-up activities;

H. Gather, analyze, and report statistical data, in a timely manner to ASES and other key stakeholders, as required;

I. Submit regular reports, as requested by ASES, regarding the services under contract, to keep ASES and key stakeholders informed about matters concerning the services provided;

J. Conduct other related tasks as requested by ASES.

2.6 Training:

2.6.1 The Enrollment Counselor shall conduct training for the staff involved in the direct services to be provided under this RFP to ensure appropriate functioning and to ensure that staff and personnel understand the GHP program, are trained in the provision of Choice Counseling activities in a culturally competent manner and are aware of all programmatic changes that may occur throughout the Contract Term.

2.6.2 The Enrollment Counselor shall provide customer service best practice and phone etiquette training to all Choice Counselors;

2.6.3 The Enrollment Counselor shall Provide Choice Counselors and pertinent staff training on the use of the Web Based Application and Provider Search Portal.

2.6.4 The Enrollment Counselor must ensure all of its staff, including new hires, receive training before providing direct services to beneficiaries and thereafter at least annually, including, but not limited to:

A. All applicable subject matters mentioned in Section 2.6.1, 2.6.2, 2.6.3 above;

B. Awareness of and sensitivity to the needs of persons who may be disadvantaged by income, disability and/or illiteracy, or who may be non-Spanish speaking;

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

D. HIPAA and other data security and privacy protocols.

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

2.6.6 The Enrollment Counselor must collaborate with ASES on providing training to ASES' and Medicaid staff. Training must include how to navigate the Provider Search Portal and any other required aspect or subject matter required by ASES related to the Web-Based Application;

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

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

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

2.7 Other Contractor Responsibilities

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

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

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

2.7.4 The Contractor's operations under this Contract shall be HIPAA compliant.

2.7.5 The Contractor shall have adequate procedures for comprehensive data security, records retention and system refreshes.

2.7.6 In the event that ASES exercises its right under this RFP to acquire the Web-Based Application and Provider Search Portal, the Enrollment Counselor is

required to share and transfer all knowledge requested by ASES with ASES personnel. At least thirty (30) days prior to the expiration of the contract term, or within ten (10) days of the date on which a notice of termination is issued by either party, whichever first, the Enrollment Counselor must have completed all transfer of knowledge that will guarantee an orderly continuity of services and labor. The last payment to the Contractor will not be issued until such transfer of knowledge is completed. Such information shall include, but is not limited to, source codes, program manuals and instructions, and any other materials required by ASES to ensure that ASES personnel knows and understands completed and uncompleted tasks prior to any transition, as well as the status and items pending to complete unfinished tasks.

2.7.7 Enrollment Counselor must inform ASES of any situation that may affect the provision of services Immediately after incurring in the knowledge that such situation exists or may exist.

2.8 Requirements for Written Materials and Auxiliary Aids

2.8.1 The Enrollment Counselor shall maintain written policies and procedures governing written materials.

2.8.2 The Enrollment Counselor shall make all written materials available through auxiliary aids and services or alternative formats, and in a manner that takes into consideration the Enrollee's or Potential Enrollee's special needs, including Enrollees and Potential Enrollees who are visually impaired or have limited reading proficiency. The Enrollment Counselor shall notify all Enrollees and Potential Enrollees that Information is available in alternative formats and shall instruct them on how to access those formats. Consistent with 42 CFR 438.10(d)(3), ASES will ensure that all written materials include taglines in the prevalent languages, as well as large print, with a font size of no smaller than 18 point, to explain the availability of written and oral translation to understand the Information provided and the toll-free and TTY/TDD telephone number of the Call Center dedicated to phone and internet Enrollment Counselor functions

2.8.3 ASES will provide all written information available in Spanish or other applicable Prevalent Non-English Language, with a language block in English, explaining that (i) Enrollees may access an English translation of the Information if needed, and (ii) the Enrollment Counselor will provide oral interpretation services into any language other than Spanish or English, if needed. Such translation or interpretation shall be provided by the Enrollment Counselor at no cost to the Enrollee. The language block and all other content shall comply with 42 CFR 438.10(d)(2).

2.8.4 The Enrollment Counselor shall provide oral interpreter services to any Enrollee or Potential Enrollee who speaks any language other than English or Spanish as his or her primary language, regardless of whether the Enrollee or Potential Enrollee speaks a language that meets the threshold of a Prevalent Non-English Language. This also includes the use of auxiliary aids and services such as

TTY/TDD and the use of American Sign Language. The Contractor is required to notify its Enrollees of the availability of oral interpretation services and to inform them of how to access oral interpretation services. If oral interpretation services are required in order to provide Choice Counseling to a Potential Enrollee or Enrollee who does not speak either English or Spanish, the Enrollment Counselor must, at its own cost, make such services available in a third language, in compliance with 42 CFR 438.10(d)(4).

2.8.5 All written materials shall be worded such that they are understandable to a person who reads at the fourth (4^{th}) grade level.

2.8.6 All written materials must be clearly legible with a minimum font of size twelve (12) point.

2.8.7 Within ninety (90) Calendar Days of a notification from ASES that ASES has identified a Prevalent Non-English Language other than Spanish, ASES will translate all written materials provided to Enrollees and Potential Enrollees into and made available in such language.

2.9 Enrollee Rights and Responsibilities

2.9.1 Enrollment Counselor shall have written policies and procedures regarding the rights of Enrollees and shall comply with any applicable Federal and Puerto Rico laws and regulations that pertain to Enrollee rights, including those set forth in 42 CFR 438.100, and in the Puerto Rico Patient's Bill of Rights Act 194 of August 25, 2000; the Puerto Rico Mental Health Law Act 408 of October 2, 2000, as amended and implemented; and Law 77 of July 24, 2013 which created the Office of the Patient Advocate. At a minimum, the policies and procedures and content of Choice Counseling activities shall specify the Enrollee's right to:

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

2.10 Member Enrollment Satisfaction Survey

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

2.10.1 Implement Member Satisfaction Surveys to ensure the enrollment process is meeting ASES and beneficiary needs. The Enrollment Counselor must use the results of these surveys to identify and resolve potential concerns early, address targeted issues, and develop strategy for ongoing improvements. The surveys will include, but not be limited to:

2.10.1.1 Call Center Survey to measure responsiveness, knowledge, timeliness, politeness, and overall quality of service. This survey must be offered as optional for all enrollees.

2.10.1.2 Web-based Application Survey to measure web-based enrollment for ease of use, convenience, average length of time to enroll, help function effectiveness; clarity and comprehensiveness; and beneficiary's overall ability to make enrollment decisions. This survey must be automatically offered at the end of the web-based enrollment as optional for all enrollees.

2.10.1.3 On site choice counseling survey to measure responsiveness, knowledge, politeness, and overall quality of service. This survey must be offered as optional for all enrollees at the end of the counseling session.

2.10.2 The Enrollment Counselor must submit survey questions and methodology to ASES for review and approval prior to use with beneficiaries. ASES reserves the right to develop and provide the survey and methodology to be used by the Enrollment Counselor.

2.10.3 Reports, including Enrollment Counselor's evaluation of survey results and recommendations for enrollment approach adjustments, must be provided to ASES on a regular basis as determined by ASES, and ad hoc as requested.

2.10.4 Results of surveys must be transmitted to and shared with ASES without any modifications for ASES's own independent review and audit.

2.10.5 Based on survey results, the Enrollment Counselor may be required to define and resolve issues or improve processes.

2.11 Business Continuity Plan

2.11.1 The Enrollment Counselor must have in place and maintain a business continuity plan that is acceptable to ASES, demonstrate and test the plan at ASES request.

The Enrollment Counselor must adhere to all applicable privacy and security policies and all other requirements set for in this RFP.

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

A. Preventive measures that would be instituted to minimize the likelihood of its occurrence;

B. Back-up, off-site storage, and other pre-disaster safeguards that would be implemented to minimize any disruption or data loss; the data back-up policy and procedures must include, but is not be limited to:

1. Descriptions of the controls for back-up processing, including how frequently back-ups occur;

2. Documented back-up procedures;

3. The location of data that has been backed up (off-site and on-site, as applicable);

4. Identification and description of what is being backed up as part of the back-up plan;

5. Any change in back-up procedures in relation to the Enrollment Counselor's technology changes; and

6. A list of all back-up files to be stored at remote locations and the frequency with which these files are updated.

C. Tasks that would be involved, and identify by job description or title the Enrollment Counselor's and the client's staff involvement;

D. Recovery procedures that would be instituted to achieve normal operation, including any remote access relocation plans;

E. Time-frame required to accomplish full recovery from the point of interruption;

F. Processes and triggers for implementing the plan, including coordination with the client;

G. Procedures for coordinating with the client in the event of a disaster; and

H. Procedures for notifying all relevant parties detailing the status of the system and any alternative phone numbers and/or business plans.

2.11.3 As part of the Business Continuity Plan, the Enrollment Counselor must include a section specific to services to be provided under this RFP that will be submitted to ASES for approval within thirty (30) days after the Contract Effective Date and be updated at least every six (6) months.

2.11.3.1 The plan must at a minimum include for the call center;

a. A redundant telephone system to operate in the event of line trouble or other problems so that access to the call center by telephone is not disrupted.

b. The system must interface with the call tracking and recording standards and technology required in this RFP.

c. Additionally, all contract quality and performance standards required in this RFP must apply to the system.

2.11.4 The Enrollment Counselor must notify ASES each time the business continuity plan is activated within two (2) hours of the event.

2.12 SUBCONTRACTS

2.12.1 The services to be provided under this RFP, may not be assigned or subcontracted without the prior written approval of ASES, in its sole discretion. The request to contract a third party must specify the matters in which he/she will intervene and must be submitted in writing and include the same documents and certifications required for government contracting that were required from the Enrollment Counselor. The delegation of services without the mentioned authorization will be sufficient cause to terminate the contract. Failure to comply with this requirement will hold the Enrollment Counselor responsible for any damages or losses that may be caused to ASES, whether directly or indirectly. Also see Section 3.4.4 of this RFP.

2.12.2 The Enrollment Counselor shall assume sole responsibility for all functions performed by a Subcontractor(s), as well as any payments to a Subcontractor(s)

for services related to this RFP. In the event that a Subcontractor is incapable of performing the service contracted for by the Enrollment Counselor, the Enrollment Counselor shall (i) notify ASES Immediately and (ii) assume responsibility for providing the services that the Subcontractor is incapable of performing. The Enrollment Counselor shall remain obligated to provide any services that the Subcontractor is incapable of performing.

2.12.3 If the Enrollment Counselor becomes aware of a Subcontractor's failure to comply with the Contract, the Enrollment Counselor shall correct the failure within five (5) Business Days of becoming aware of the failure and inform ASES of the same.

2.12.4 All Subcontracts between the Enrollment Counselor and Subcontractors must be in writing, must comply with all applicable Medicaid laws and regulations, including subregulatory guidance and provisions set forth in the Contract, as applicable, and must specify the activities and responsibilities delegated to the Subcontractor containing terms and conditions consistent with the applicable requirements that pertain to the service or activity performed by the Subcontractor.

2.12.5 The Subcontracts must also include provisions for revoking delegation or imposing other sanctions if the Subcontractor's performance is inadequate. The Enrollment Counselor and the Subcontractors must also make reference to a business associates agreement between the Parties.

2.12.6 All Subcontracts between the Enrollment Counselor and Subcontractors must ensure that the Enrollment Counselor evaluates the prospective Subcontractor's ability to perform the activities to be delegated; monitors the Subcontractor's performance on an ongoing basis and subjects it to formal review according to a periodic schedule established by ASES and consistent with industry standards or Puerto Rico laws and regulations; and identifies deficiencies or areas for improvement, ensuring that corrective action is taken as appropriate or required. The Enrollment Counselor must provide to ASES, on behalf of the Subcontractor, any and all materials required under Puerto Rico law to enter into a contract with the Puerto Rican government.

2.12.7 The Enrollment Counselor shall not engage nor contract with a person or entity that is debarred or suspended or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation (FAR) or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549, or a person or entity that is an Affiliate, as defined in FAR, of a such a person or entity (see 42 CFR 438.610).

2.12.8 ASES shall have the right to review all financial or business transactions between the Enrollment Counselor and a Subcontractor at any time upon request. ASES, CMS, or Office of Inspector General may inspect, evaluate and audit the Subcontractor at any time if ASES, CMS or Office of Inspector General

determines there is a reasonable possibility of fraud or similar risk. ASES shall also retain the right to review all criminal background checks for all employees of the Subcontractor as well as any past exclusions from Federal programs.

2.12.9 The Enrollment Counselor shall provide ASES Immediate notice by certified mail, of any action or suit filed and of any claim made against the Enrollment Counselor by the Subcontractor or against a Subcontractor(s) that, in the opinion of the Enrollment Counselor, may result in litigation related in any way to the Contract. The Enrollment Counselor shall provide notification in writing as to how this action or suit may affect the overall provision of services to Enrollees and the Enrollment Counselor's plan to mitigate such affect.

2.12.10 The Enrollment Counselor shall give ASES Immediate notice in writing by registered mail or certified mail of any action or suit filed by any Subcontractor and prompt notice of any claim made against the Enrollment Counselor by any Subcontractor or vendor that, in the opinion of Enrollment Counselor, may result in litigation related in any way to the Contract.

2.12.11 Any Subcontractor must provide ASES an attestation that is free of any conflict of interest, a Sworn Statement on Fraud and Misappropriation, Disclosure of Lobbying Activities, Suspensions and Debarment Form, all Government Certifications as detailed under Section 6.7.4 of this RFP and copy of the insurance policies required under the Contract.

2.13 REPORTING

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

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

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

2.14 RECORDS REQUIREMENTS

2.14.1 The Enrollment Counselor and its Subcontractors, if any, shall preserve and make available all of its records pertaining to the performance under this RFP for inspection or audit, throughout the Contract Term, for a period of ten (10) years from the date of final payment under the Contract, and for such period, if any, as

is required by applicable statute or by the Contract. The Enrollment Counselor is responsible to preserve all records pertaining to its performance under this RFP, and to have them available and accessible in a timely manner, and in a reasonable format that assures their integrity.

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

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

2.15 Just Cause Disenrollment

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

2.15.2 The Enrollment Counselor shall process the "just cause" requests for disenrollment in accordance with guidelines established by ASES. See Appendix K.

2.15.3 ASES has the exclusive authority to deny a "with cause" disenrollment request.

2.16 Member Experience

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

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

2.16.1.1.1 Quality of services provided;

2.16.1.1.2 Aspects of interpersonal relationships such as rudeness of an Enrollment Counselor's employee, or failure to respect the beneficiary's rights regardless of whether remedial action is requested; and/or

2.16.1.1.3 Responsiveness to beneficiaries regarding a problem or question.

2.16.1.2 The Enrollment Counselor Grievance process should not be unnecessarily administratively burdensome on the beneficiary and/or their authorized representative and shall be consistent with the requirements herein.

2.16.1.3 The Enrollment Counselor will provide beneficiaries assistance in completing forms and other procedural steps related to a complaint, including but not limited, to auxiliary aids and services upon request, such as providing interpreter services and toll-free numbers with adequate TTY/TDD and interpreter capability and assistive listening devices, or referring beneficiary to Ombudsman program for assistance if desired. The Enrollment Counselor shall provide examples and/or descriptive information of how it will accommodate special needs of beneficiaries.

2.16.1.4 The Enrollment Counselor shall acknowledge, in writing, receipt of each complaint within five (5) calendar days of receipt of the grievance

2.16.1.5 The Enrollment Counselor will send written notices related to complaint via mail or, with beneficiary and/or authorized representative consent, via email.

2.16.1.6 The Enrollment Counselor shall provide written notice of resolution of the complaint to the beneficiary and/or authorized representative no later than thirty (30) calendar days of receipt ~~of grievance~~.

2.16.1.7 The Enrollment Counselor shall record all complaints in the System tied to the beneficiary for whom the complaint is made and report to ASES upon request.

2.16.1.8 The Enrollment Counselor shall develop, subject to ASES review and approval, policies and processes related to Enrollment Counselor complaints and shall post them on a publicly available website. The references to these policies and processes must be included in education materials.

2.17 Key Service Level Metrics

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

3 CONDITIONS GOVERNING THIS RFP

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

3.1 Issuing Office and RFP Reference Number

ASES is the issuing office for this RFP and all subsequent addenda relating to it. This RFP is titled GHP Enrollment Counselor Services and its reference number is RFP #EC2019.

Refer to or include this number on all proposals, correspondence, and documentation relating to the RFP.

3.2 Schedule

The delivery schedule set forth herein represents ASES's best estimate of the schedule that will be followed. Unless stated otherwise, items will be due at 6:00 PM (Atlantic Time) on the dates specified below. If a component of this schedule – such as *Submission of Proposals* – is delayed, the rest of the schedule will likely be shifted by the same number of days. ASES will make every effort to adhere to the following schedule:

Action	Responsible Party	Date
1. Issuance of RFP	ASES	March 20-26, 2019
2. Deadline to submit Letter of Intent	Offerors	March 31, 2019
3. Deadline to submit written questions	Offerors	March 31, 2019
4. Publishing of responses to written questions/RFP amendments	ASES	April 4, 2019
5. Submission of Proposal Bond	Offerors	April 10, 2019 (due at 4:00 PM at ASES' Finance Office)
6. Submission of Proposals	Offerors	April 10, 2019 (due at 6:00 pm AST)
7. On Site Visit	ASES	To be announced
8. Notice of Intent to Award Contract	ASES	No later than 30 days after submission of Proposals
9. Reconsideration/Request for Administrative Review	Offerors	See Article 3.19 of Act 38 of 2017
10. Contract Execution	ASES and Awarded Enrollment Counselor(s)	No later than May 29, 2019
11. Readiness Reviews	ASES and Awarded Contractor(s)	Start no later than June 5, 2019
12. Transition		Start no later than June 24, 2019
13. Readiness Certification	ASES and Awarded Enrollment Counselor(s)	No later than June 28, 2019
14. Go-Live Date	ASES	July 1, 2019
NOTE: Dates are subject to change based on number of Proposals to evaluate and final approval from federal partners, including CMS, as necessary. ASES reserves the right to request additional/clarification from Offeror(s) at any time during the process.		

3.3 Explanation of Events

3.3.1 Acknowledgment of Receipt

Potential Offerors should return by email the Acknowledgment of Receipt of RFP Form that accompanies this document (Appendix A of this RFP) to have their organization placed on the procurement distribution list and be able to participate in this RFP. The form must be signed by an authorized representative of the organization, dated, and returned to ecinfo@asespr.org. Failure to return this form shall constitute a presumption of receipt and agreement that the potential Offeror's organization name shall not appear on the distribution list. Failure to submit an Acknowledgement of Receipt Form by **March 31, 2019** will result in the Offeror being disqualified from participation in the procurement process.

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

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

Offerors who submit an Acknowledgment of Receipt Form will receive a username and password to access a secure site where proposals will be uploaded. If an Offeror does not receive a username and password within three (3) business days of submission of an Acknowledgment of Receipt Form, the Offeror may contact the Procurement Contact.

3.3.2 Deadline to submit written questions regarding RFP

Potential Offerors may submit a maximum of twenty-five (25) written questions as to the intent or clarity of this RFP and its appendices. Offerors shall submit all questions in writing by email to the Procurement Contact using the Questions and Answers Template in Appendix M of this RFP. Offerors shall submit all questions in writing by **a non-encrypted email** to the Procurement Contact. ASES will not accept questions and issues submitted by means other than email. The email message must contain the following as the subject line:

Question/Clarifications: (Proponent's Name)

Questions must be received by deadline 6:00 PM (AST) March 31, 2019.

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.

3.3.3 Publishing Responses to Written Questions/RFP Amendments

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

ASES shall make every effort to provide answers as close to the deadline (April 4, 2019) as possible. ASES reserves the right to determine, at its sole discretion, appropriate and adequate responses to written comments, questions, and requests for clarification. ASES's official responses and other official communications pursuant to this RFP shall constitute an amendment or supplement of this RFP.

ASES reserves the right to amend this RFP (including all appendices) any time before the closing date for submitting proposals (April 10, 2019). Amendments shall be sent to all Offerors appearing on the procurement distribution list pursuant to Section 3.3.1 of this RFP.

3.3.4 Submission of Proposal

Proposals are due at 6:00 PM (AST), April 10, 2019. Offerors are required to submit only one (1) Proposal in response to this RFP. The entire Proposal must be uploaded onto the secure site with the unique password and username given to the Offeror. The Offeror must place the Proposal in the appropriate folders with the Offeror's name on the secure site. **A LATE PROPOSAL SHALL NOT BE ACCEPTED AND SHALL CAUSE THE PROPOSAL TO BE DISQUALIFIED.**

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

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

The Offeror must deliver in-person, an original Proposal Bond, in the terms specified in Section 3.4.8 of this RFP, to the ASES Finance Office, no later than **4:00 pm AST, April 10, 2019**. **FAILURE TO PROVIDE A PROPOSAL BOND WILL CAUSE THE PROPOSAL TO BE DEEMED INCOMPLETE AND THE OFFEROR WILL BE DISQUALIFIED.**

3.3.5 On Site Visit

The on-site visit consists of Walk-throughs of the Offerors' operations and system demonstrations.

3.3.6 Notice of Intent to Award Contract

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

3.3.7 Reconsideration/Request for Administrative and Judicial Review

3.3.7.1 Any reconsideration request by an Offeror must be made in accordance with applicable Puerto Rico law; see Articles 3.19 & 4.2 of Act 38 of 2017.

3.3.7.2 Any Offeror who understands that it has been affected by the final determination of ASES in the adjudication of this RFP may submit a written Petition for Reconsideration within twenty (20) calendar days from the date of the mailing of the Notice of Award of this RFP. This is a jurisdictional term, that is, it is not subject to extension of time. Failure to timely present the petition will preclude ASES from considering the same.

3.3.7.3 The petition must be filed at the following addresses:

Attention: ASES Executive Director
Urb. Caribe Sector El Cinco
1549 Calle Alda
San Juan, PR 00926-2712
Tel. (787) 474-3300 ext. 3019
ecinfo@asespr.org

3.3.7.4 The petitioner must notify all other Offerors who participated in this RFP with a copy of the Petition of Reconsideration within the same term mentioned in Section 3.3.7.2 of this RFP. This is a requirement of strict compliance.

3.3.7.5 The petition must contain the following requirements which are essential to perfect the petition. Failure to duly comply with these requirements may be sufficient cause to dismiss the petition.

3.3.7.5.1 Be signed by a duly authorized representative of the petitioner;

3.3.7.5.2 Clearly establish the relevant facts, reasons and arguments on which it is based;

3.3.7.5.3 Include the necessary documentary evidence to sustain the veracity of the facts alleged;

3.3.7.5.4 Clearly state the remedy(ies) sought;

3.3.7.5.5 Certify that all parties have been duly notified of the petition, as stated in Section 3.3.7.4 of this RFP.

3.3.7.6 ASES shall consider the request for reconsideration within thirty (30) calendar days of the filing of the petition. ASES may extend said term only once, for an additional term of fifteen (15) calendar days. Failure to do so shall be deemed as an outright rejection of the petition and thereafter, shall run the twenty (20) calendar day's term to request a judicial review before the Court of Appeals.

3.3.7.7 If a determination is made in its consideration, the term for requesting judicial review will begin from the date on which a copy of the notification of the decision of ASES was deposited in the mail, resolving the request.

3.3.7.8 Likewise, the party adversely affected by a decision on reconsideration filed before ASES, may request judicial review before the Court of Appeals within a jurisdictional period of twenty (20) calendar days from the date of the mailing of notice of the final order or resolution.

3.3.8 Contract Execution

The Offeror shall not have a right to open negotiations of the Contract with ASES. Any Offeror who places conditions on its Proposal to negotiate the terms and conditions of the Contract, excluding pricing, may be disqualified. 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 Contract is subject to review and approval by CMS, as specified in Section 1.4 of this RFP. ASES assumes no liability for any work performed by the selected Offeror(s) in anticipation of a binding Contract prior to the approval date and the Go-Live Date of the Contract.

3.3.9 Readiness Reviews

ASES will conduct desk audits, testing of systems and interviews with the selected Offeror's staff to assess the readiness of the Enrollment Counselor to effectively administer and provide all the services defined in this RFP and subsequent contract. Prior to Go-Live Date, the Enrollment Counselor must demonstrate, to ASES' satisfaction, that it is fully capable of performing all duties under this RFP, including demonstration of, but not limited to[2] the following:

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

a. Call Center is fully operational;

b. The web-based application and the Provider Search Portal are fully operational;

c. Enrollment Counselor's integrated information technology systems and services are adequate to ensure that any disruptions to service will be minimal and not impact the delivery of services to beneficiaries;

d. Enrollment Counselor has hired and trained its staff in accordance with the requirements outlined in this RFP;

f. Enrollment Counselor has provided all required privacy and security documentation and Continuity of Operations and Disaster Recovery documentation, including any test results.

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

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

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

3.3.10 Transition and Readiness

Currently, there is an existing team of contracted personnel providing ASES the services object of this RFP. Hence, Offeror's staff may be replacing said personnel. ASES expects the selected Offeror(s) to have at least the Key Personnel mentioned in Section 2.5.5 or Appendix J on site for the transition period with the exiting contract team, at no cost to ASES.

3.3.11 Go-Live Date

The date on which the Offeror(s) would initiate the provision of direct choice counseling services to Potential Enrollees and Enrollees. As of the date of this RFP, the Go-Live date is July 1, 2019.

3.4 General Requirements

3.4.1 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 5 of this RFP. ASES assumes no liability for any work performed by the selected Offeror in anticipation of a binding Contract prior to the approval date and the Go-Live Date of the Contract.

3.4.2 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 Offeror(s).

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.

3.4.3 Contractor Responsibility

Any Contract that may result from this RFP shall specify that the successful Offeror(s) is/are solely responsible for fulfillment of the Contract with ASES. ASES will make Payments only to the Contractor.

3.4.4 **Subcontractors**

A. 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.
B. No part of the contract resulting from this RFP may be subcontracted without written consent of ASES prior to subcontract execution. If subcontractors are to be used, for functions and responsibilities under the scope of work of this RFP, the Offeror must clearly identify and explain in the Proposal their participation. Hence, all Subcontractors must be identified by name. **Failure to comply with this requirement may be sufficient cause to disqualify the Offeror or may be held as a breach of the Contract.**
C. The Contractor shall be wholly responsible for the entire performance under the terms of the Contract, whether or not Subcontractors are used.
D. Offeror(s) awarded a Contract must submit Subcontract(s) to ASES for review.
E. If Subcontractors are used, they must abide by all terms and conditions of the contract and the Contractor must guarantee that the subcontractor complies with all the requirements of this RFP, including all the documentation required for contracts with the Government.

F. ASES reserves the right to audit Subcontractor(s) at the Contractor's expense.
G. All Subcontractors are required to have a Business Associates Agreement (BAA) agreement with the Contractor.

3.4.5 Amended Proposals

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

3.4.6 Offerors' Rights to Withdraw Proposal

The Offeror may withdraw its Proposal at any time prior to Contract award through an official communication duly signed by the authorized representative. The withdrawal of the Proposal does not entail the reimbursement of the $500.00 fee paid for the acquisition of the RFP.

3.4.7 Proposal Offer Firm

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

3.4.8 Proposal Bond

A Proposal Bond in the amount of fifty hundred thousand dollars ($50,000.00) is **REQUIRED**. The Proposal Bond must be accompanied with a pledge that the Proponent will enter into a contract with ASES on the terms stated in the Proposal Bond, if awarded the RFP.

The Proposal Bond shall be either in a Certified Check or Original Proposal Bond issued by a surety company duly authorized to do business in Puerto Rico, duly certified by the Insurance Commissioner of Puerto Rico, and accepted by ASES. The Proposal Bond or check will be payable to ASES. **A copy must be included with the Proposal and the original must be delivered in person to ASES' Finance Office no later than 4:00 pm AST April 10, 2019.** The name of the company to whom the bond is issued must be the same as in the Proposal. **No Letter of Credit and Annual Proposal Bond will be accepted.**

If the Proposal Bond is submitted in a certified check, ASES will not pay interest at any rate for the period from when the check is cashed by ASES to the time of its return to the proponent.

FAILURE TO PROVIDE THE PROPOSAL BOND WILL DISQUALIFY THE OFFEROR.

If the Offeror is chosen to receive a Contract and withdraws its Proposal after ASES issues notice of intent to award, does not honor the terms offered in its Proposal, or does not sign the Contract within a reasonable period before the Readiness Review, the Proposal Bond shall be forfeited by the Offeror in favor of and kept by ASES.

The Proposal Bond will be returned to the unsuccessful bidders after one hundred and eighty (180) days of the issuance of the Notice of Intent to Award Contract.

3.4.9 Disclosure of Proposal Contents

Proposals will be kept confidential until Contracts are awarded. At that time, all Proposals and documents pertaining to the Proposals will be open to the public, except for the material that is proprietary or confidential and duly marked as such 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 following requirements. 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. If the Offeror requests confidential treatment, Offeror must submit one (1) copy of the full Proposal (including the Cost Proposal) with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by Section/subsection number for which it seeks confidential treatment and identify the statutory basis or bases under federal law and/or Puerto Rico Law, including a detailed justification for exempting the information from public disclosure.

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 as proprietary or confidential information.

If a request is received for disclosure of data that an Offeror has marked confidential, the Procurement Contact shall examine the Offeror's confidentiality requests and issue a written Determination that specifies which portions of the Proposal may be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the disclosure of the non-confidential portions of the Proposal will be so disclosed. The Proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

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

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

3.4.10 No Obligation

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

If within a reasonable time after the Notice of Intent to Award is issued and the contract is finally approved by all applicable governmental agencies, a contract is not finally executed between ASES and the selected Offeror(s), ASES reserves the right to cancel said award and award the contract to the next best offeror(s).

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

3.4.11 Termination

This RFP may be terminated at any time, and any and all Proposals may be rejected, in whole or in part, when ASES determines in its sole discretion such action to be in the best interest of the Government of Puerto Rico. If the Government of Puerto Rico terminates this procurement, the Offerors will be refunded the $500.00 no later than ninety (90) calendar days after termination date or credited if a new procurement is announced and the Offeror elects to participate in such procurement.

3.4.12 Sufficient Appropriation

Any Contract(s) awarded as a result of this RFP process may be terminated if sufficient Government of Puerto Rico and/or federal appropriations or authorizations, including from the Financial Oversight and Management Board for Puerto Rico do not exist. Such termination will be effected by written notice to the Contractor. ASES's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final. See also Section 1.5.10 of this RFP.

3.4.13 Legal Review

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

3.4.14 Governing Law

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

3.4.15 Basis for Proposal

Only information included in this RFP, 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.

3.4.16 Contract Terms and Conditions

The Contract between ASES and the Offeror(s) 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.

3.4.17 Offeror Qualifications

The Evaluation Committee (Section 5 of this RFP) 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 Evaluation Committee will reject the Proposal of any Offeror that is not a responsible Offeror or that fails to submit a responsive offer.

3.4.18 Notice

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

3.4.19 Right to Publish

Throughout this RFP process and Contract term, potential Offerors, Offerors, and the selected Enrollment Counselor(s) must secure from ASES written approval prior to the release of any information that pertains to the potential work or activities covered by this RFP or a subsequent Contract. Failure to adhere to this requirement may result in disqualification of the Offeror's Submission or termination of the Contract.

3.4.20 Ownership of Proposals

All documents submitted in response to this RFP shall become the property of ASES and the Government of Puerto Rico.

3.4.21 Electronic Mail Address Requirement

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

3.4.22 Use of Electronic Versions of this RFP

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

4 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.

4.1 Number of Responses

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

4.2 Proposal Format

All proposals must be typewritten on standard 8 ½" x 11" paper. The pages should have one-inch margins, and the font shall be 12 point Arial. The Proposal must be set at a one and one-half (1.5) line spacing. Larger paper (up to 11" x 17") and smaller fonts are permissible for charts, diagrams, spreadsheets, etc. Offerors must comply with the page-limit requirements specified in Section 4.3 of this RFP. The Proposals must be in Microsoft Word or a searchable PDF format. All pages of the proposal shall include the RFP title "GHP Enrollment Counselor RFP#EC2019" consistently in either the footer or header on each page.

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

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

4.3 Proposal Organization

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP. Proposals must comply with the page limits provided in this section.

Proposals may include attachments. Pages in excess to the specified page limits for Section 7 of this RFP will not be considered as part of the Proposal.

Mandatory Requirements Section of the Proposal

The Offeror's response to the Mandatory Requirements listed in Section 6 of this RFP must be uploaded to the secure site as a separate document. The documents and appendices pertaining to each subsection of Section 6 must be uploaded to the corresponding folder created and identified accordingly. The name of the file to be uploaded to each folder must contain either an abbreviated name or initial letters of the Offeror and the specific section or appendix. (e.g., if the Offerors name is Unity Enrollment Counselor, Inc. and the file is Appendix B the file should be named Unity App B or UEC App B).

The table of contents for Section 6 must contain a list of all sections and subsections of the Mandatory Requirements and the corresponding page numbers.

For example:

Section 6.3	pages 55-85
Section 6.3 (1)	pages 57-60
Section 6.3 (2)	pages 60-85

The table of contents must be linked to appropriate sections in the Mandatory Requirements document. The table of contents must 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.

Technical Proposal

The Offeror's response to the technical proposal listed in Section 7 of this RFP must be uploaded to the corresponding folders created and identified accordingly. The table of contents for Section 7 must contain a list of all sections and subsections of the technical requirements and the corresponding page numbers.

For example:

Section 7.2	pages 75-85
Section 7.2 (a)	pages 75-78

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

The Offeror is limited to eighty-five (85) pages for the technical proposal exclusive of appendices, which will not count towards this limit. The response to the first question in Section 7 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., Staffing – pg. ___).

Numbering of pages should continue in sequence through each separate section (e.g., if the answers to the questions in Section 7.2 of this RFP begin on page 10 it should be labeled as "Staffing" – pg. 10).

Cost Proposal

Each page of the Cost Proposal must be identified with the name of the Offeror.

Responses to the Mandatory Requirements and Technical Proposal

All information must be incorporated in response to a specific requirement and clearly referenced. Evaluation sub-committees will review only the section of the Proposal that is assigned to their 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 Proposal. Offerors may not reference the Cost Proposal in response to the Mandatory Requirements or Technical Proposal.

ASES will not search for responses in other sections of the Proposal nor outside of the Proposal when citations to other sources or hyperlinks are provided. A policy, brochure, manual, or reference to a policy, brochure, manual or website does not constitute an adequate response and will not be considered.

Appendices must be included sequentially in the response and described in the narrative as necessary. If an appendix must be referenced twice – it must be included twice. Meaning, if the Offeror wants to include the same appendix in a response to Question 1 of Section 7.1 and Question 2 of Section 7.3 it must include that same appendix twice in its response to Question 1 and Question 2.

5 EVALUATION PROCESS AND SCORING

5.1 General:

A. An Evaluation Committee designated by the Executive Director of ASES shall conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP.
B. Failure of the Offeror to comply with the instructions of this RFP or failure to submit a complete timely 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.
C. 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.
D. ASES shall be the sole judge in the selection of the successful Offeror(s).

5.2 Mandatory Requirements Evaluation

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

- Proposal was submitted within the closing date and time for proposals (refer to Section 3.3.4 of this RFP).
- The Offeror has been deemed to have met all requirements in Section 6 of this RFP.
- Mandatory Requirements will be scored as either "Pass" or "Fail". If the proposal meets all requirements in Section 6 of this RFP, the proposal will "Pass" the Mandatory Requirements section. If the proposal is missing certain requirements in Section 6 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.

5.3 Technical Proposal Evaluation

5.3.1 Each Proposal that passed the Mandatory Requirements Evaluation shall be evaluated to determine whether the technical requirements as specified in this RFP have been met. The Technical Proposal sub-committees will evaluate the Technical Proposals pursuant to Section 7 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 Technical Proposal.

5.3.2 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.

5.4 Cost Proposal Evaluation

The Cost Proposal sub-committee will evaluate the cost proposals pursuant to Section 8 of this RFP for the two Offerors with the highest Technical Proposal Scores. Members of the Technical Proposal subcommittees will not serve in the Cost Proposal Sub-committee and vice versa, except for any extraordinary circumstances that so requires their participation. However, a Mandatory Requirements' evaluator may also serve as a Technical and or Cost Proposal evaluator. In the event the Cost Proposals reviewed have material deficiencies (e.g., exceeds the stated budget, fails to bid on the full scope of work, or is incomplete in regard to all required components), the Offeror(s) will no longer be under consideration and the Offeror(s) with the next highest Technical Proposal will be subject to review of the Cost Proposal.

5.5 Executive Committee Evaluation

Results of all the evaluations will be presented blind to the Executive Committee, who after their holistic analysis will make their recommendations to the Board of Directors of ASES. The Executive Committee will make a business decision as to the term of the Contract resulting from the RFP and final scope of work.

5.6 Best and Final Offer

The two (2) Offeror(s) passing the Executive Committee Evaluation will be notified by the Procurement Contact of their status, the term of the Contract resulting from the RFP, the final scope of work, and the request to submit a Best and Final Offer. The Best and Final Offer must be submitted to the Procurement Contact within forty-eight (48) hours of notification.

Note: During all phases and stages of the evaluation period, the Procurement Contact or his/her 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.

5.7 Scoring

Section Title	Possible Points
Mandatory Requirements (Section 6)	Pass/Fail
Technical Proposal (Section **7)**	**1000**

Cost Proposal (Section 8)	**Pass/Fail**

5.8 Intent to Award Contract

Upon careful consideration of the final recommendations of the Executive Committee, ASES's Board of Directors will make a final determination as to the Offeror(s) that will receive a Contract(s) from the Government of Puerto Rico. See also Section 3.3.6 of this RFP.

ASES reserves the right to select a Proposal with a higher cost proposal, if the quality of the service or the convenience of the Government of Puerto Rico in this regard so warrants it. Such a determination must be fully justified in the record.

In case that only one Proposal is received or that only one Offeror is a responsive proponent, ASES reserves the right, in its best interest and in its sole discretion, to award the RFP to said Offeror with or without a prior negotiation, or cancel the RFP.

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

[Intentionally left blank]

6 MANDATORY REQUIREMENTS PROPOSAL

6.1 Letter of Transmittal

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

6.2 Qualifications and References

6.2.1 Provide the Attestation of Independence and Freedom from Conflict of Interests (Appendix C). Offeror must submit an Attestation for the Offeror and for each subcontractor to be used for functions and responsibilities under the scope of work of this RFP.

6.2.2 Provide a detailed description of the company, its operations, and ownership, addressing the following, in no more than one (1) page:

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

6.2.2.2 Organization's areas of specialization.

6.2.2.3 Any current or recent experience working with state Medicaid agencies.

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

6.2.2.5 Length of time organization has been in business.

6.2.3 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. In particular, address experience managing a Call Center; developing and implementing management systems that support managing eligibility and health benefits; and data management, data integration and reporting capabilities. Do not include ASES as one of your clients.

6.2.4 Provide a certification confirming the Offeror's adherence to the requirements of this RFP and the expectations of ASES as stated in Section 2 of the RFP.

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

6.2.6 Provide at least three (3) specific business references with at least one (1) for a project of similar size and scope to that requested in this RFP, within the last five

(5) years. **Do not include ASES as one of the clients.** Each reference must include the contact 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 1.9 of this RFP.

6.2.7 Provide a list of any litigations or sanctions that have been applied under any current or former services contract in the last five (5) years.

6.3 Key Personnel

6.3.1 Enrollment Counselor must demonstrate that staff proposed as Key Personnel have the proper credentials and experience to perform all duties and responsibilities of that role. For each Key Personnel, include the following:

a. Name;
b. Role; and
c. Resume

NOTE: The information to be provided under this section must be for specific individuals, not generic for title/role.

6.4 Proposal Bond

Include with the Proposal a copy of the Proposal Bond in the amount of fifty hundred thousand dollars ($50,000.00) **delivered in person to ASES' Finance Office no later than 4:00 pm AST April 10, 2019.** For further details, requirements and instructions regarding the Proposal Bond, refer to Section 3.4.8 of this RFP.

FAILURE TO COMPLY WITH THIS REQUIREMENT WILL DISQUALIFY THE OFFEROR.

6.5 Tax Identification Number

Provide the Proponent's federal taxpayer identification number and Commonwealth taxpayer identification numbers, if different.

6.6 Suspension and Debarment Form

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

6.7 Financial and Legal Documentation

6.7.1 Financial Statement

a. Provide audited financial statements prepared by an independent Certified Public Accountant (CPA) for the two (2) most recent years. If the 2018 Financial Statements have not been issued, submit Management-prepared financial statement and related notes.
    i. Must provide a detail of any significant outstanding account balances that represents, alone or when added to other accounts, more than seventy-five percent (75%) of account receivables and payables.
    ii. 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.
    iii. The Proponent firm name must be included on each page submitted.
    iv. Must include the contact information for the CPA/audit firm.
b. Provide the current Month End Balance Sheet and Year-to-Date Income Statement at the time of proposal submission.
c. Explain any negative financial information in the Offeror's financial statements.
d. Provide any relevant documentation regarding your organization's relationship to parent, affiliated and/or related business entities, including, but not limited to subcontractors, subsidiaries, joint ventures, or sister companies.

6.7.2 Provide a certification of whether the Offeror has been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this RFP and Contract.

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

6.7.4 Provide the following certifications:

a. Current Certificate of existence or authorization to do business in Puerto Rico issued by the State Department;

b. 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.

c. Current Certification from the Treasury Department of Puerto Rico that the Offeror has no outstanding debt with the Department or, if such a debt exists, it is subject to a payment plan or pending administrative review under applicable law or regulation;

d. Certification of filing of income tax returns issued by the Department of the Treasury confirming filing for the last five (5) years prior to the contract. If the Offeror has not filed a return in any of the five (5) years, it must indicate the reasons for not filing a return.

e. Current Certification from the Center for the Collection of Municipal Revenues ("CRIM", its Spanish acronym) certifying that there is no outstanding debt or, if a debt exists, that such debt is subject to payment plan or pending administrative review under applicable law or regulations;

f. Current Certification issued by the Minor Children Support Administration ("ASUME", by its Spanish acronym) of no outstanding order of withholding of wages for the payment of alimony or child support debts, if applicable.

g. Current Certification of Unemployment Insurance and Disability Insurance issued by the Department of Labor of the Commonwealth of Puerto Rico;

h. Current Certification of no debt and registration as employer under the Chauffer Insurance Act, issued by the Department of Labor of the Commonwealth of Puerto Rico;

i. Current Certificate of no debt on all concepts and on real estate property;

j. Certification of current policy with the Commonwealth of Puerto Rico Workmen's Compensation Fund (Fondo de Seguro del Estado);

k. Current Certificate of good standing issued by the State Department and date of issue;

l. Corporate resolution identifying the person authorized to represent the entity;

m. Letter to indicate the agencies or government agencies with which it has or is in contract negotiation process;

n. Current Copy of the Certificate of Merchant's Registry. If the Proponent is a retaining agent, must also submit:

   i. Current Certificate of filing of IVU returns issued by the Department of the Treasury confirming filing for the last five (5) years prior to the contract. If the Proponent has not filed a return in any of the five (5) years, it must indicate the reasons for not filing a return.

   ii. Current Certificate from the Treasury Department of Puerto Rico that it has no outstanding debt related to the IVU (Model SC2927) or, if such a debt exists, it is subject to a payment plan or pending administrative review under applicable law or regulation.

o. Certification of updated municipal patents.

p. Retention waiver issued by the Treasury Department, in order to reduce or eliminate the tax retention of 10%. If no waiver is presented, ASES shall deduct the amount of seven percent (10%) from payments to be made to Contractors for services rendered.

6.8 Insurance Policies

Provide a copy of any and all liability insurance policies including at a minimum, commercial general liability policy, excess liability, workers' compensation policy, unemployment insurance policy, and Directors and Officers Professional Responsibility Insurance.

6.9 Fraud and Misappropriation

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

6.10 Other Appendices or required documents in the RFP

Submit any other applicable appendices and documentation required throughout the RFP that is not expressly requested under another item in Sections 6, 7 & 8 of this RFP *(e.g.* Appendix F of this RPF).

6.11 Subcontractors

If the Offeror is using subcontractors will be using subcontractors for functions and responsibilities under the scope of work of this RFP, it must provide the following documentation:

A. Attestation of Independence and Freedom from Conflict of Interests (App. C of this RFP)

B. Suspension and Debarment Form (App. D of this RFP)

C. Sworn Statement on Fraud and Misappropriation (App. E of this RFP)

D. Disclosure of Lobbying Activities (App. F of this RFP)

E. All Certifications required under Section 6.7.4 of this RFP

F. Copy of insurance policies mentioned in Section 6.8 of this RFP

6.12 Redacted Proposal

A. If the Offeror requests confidential treatment, submit one (1) copy of the full Proposal (including the Cost 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 Offer as possible.

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

7 TECHNICAL PROPOSAL (Operational and Programmatic Requirements)

The Offeror shall complete all requirements, including the narratives and required attachments, 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.

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

7.1 Implementation (Total Maximum Points 200)

7.1.1 Describe your plan for implementation of the contract to achieve readiness for go-live prior to July 1, 2019. How will resources be deployed, who will provide oversight, and how are staff hired, trained and tested?

7.1.2 What is the systems build and testing strategy and timeline?

7.1.3 Describe any barriers you have identified to meeting the timeframes and how you will mitigate these barriers.

7.2 Staffing (Total Maximum Points 50)

7.2.1 Describe your approach to staffing for the call center to ensure performance metrics as defined in Section 2.3.6 are met.

7.2.2 Describe your approach to staffing for on-site choice counseling to ensure performance metrics as defined in Section 2.5.2 are met.

7.2.3 Provide a detailed staffing contingency plan for handling sudden and unexpected increases in enrollment, MCO/PMG's changes and call volumes with a description on how the plan will be implemented and coordinated with ASES.

7.2.4 Describe separately the IT implementation team and the IT operational team that will be participating in this project. Provide years of experience, specialty and certifications obtained. State if they will be fully dedicated to this project.

7.3 Call Center Support (Total Maximum Points 200)

7.3.1 Describe the Offeror's ability and approach to meet the requirements of Section 2.3 Call Center Support, and describe the capacity to handle all telephone calls during normal business hours, after hours and peak hours considering the following assumptions and the performance metrics of Section 2.3.6 of this RFP. Include the baselines and assumptions used in your analysis.

a. Call Volume

Baseline assumption: Refer to Section 2.3.2 of this RFP

b. Average talk time per call

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

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

Baseline assumption: 6.5 hours per day.

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

7.3.3 Describe successful implementation of call center for other clients with similar services and/or comparable populations as those required in this RFP. Provide the maximum number of lives managed, maximum calls handled and any other relevant information.

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

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

7.3.6 Describe the plan for ASES to have real-time remote access via secure internet connection to all calls and call recordings.

7.4 Language Communication Requirements (Total Maximum Points 50)

7.4.1 Describe Offeror's ability and approach to meet the requirements of Section 2.8 Requirement for Written Materials and Auxiliary Aids.

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

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

7.5 Training (Total Maximum Points 50)

7.5.1 Describe Offeror's ability and approach to meet the requirements of Section 2.6 Training.

7.5.2 The call center is a dynamic real-time environment where constant change is customary. How do you identify the need and provide ongoing training to introduce new processes, address changes to the existing procedure, or areas for improvement in quality or performance goals?

7.5.3 Provide an example of a training and evaluation module for customer service staff.

7.5.4 Please provide sample training you have utilized in other contracts for basic call center operations such as cultural competency, use of internal systems.

7.6 Information Technology/Information System (Total Maximum Points 200)

7.6.1 Describe the policies and procedures that you will implement to address the following:

a. Secure access to systems;
b. Communications Encryption;
c. Automated detection systems for unusual activity;
d. Maintenance of software and security updates;
e. Compliance with HIPAA and applicable federal requirements;
f. Response plan for data breaches;

g. Personnel training on security and HIPAA standards.

7.6.2 Describe the backup and support procedures designed to accommodate:

a. loss of online communications

b. loss of data

c. software malfunction

7.6.3 Explain how the system will be restored in the event of a natural or manmade disaster to accommodate:

a. loss of online communications
b. loss of data
c. software malfunction

7.6.4 Describe your system infrastructure capabilities to support the enrollment activities related with the retrieval, submission and maintenance of data.

7.6.5 Describe the methodology that you will use to manage the data reconciliation processes with ASES.

7.6.6 Describe the challenges that you will be confronting as a consequence of the aforementioned requirements and how do you plan to mitigate them.

7.7 Provider Search Web Portal and Web Application (Total Maximum Points 200)

7.7.1 Describe the proposed Provider Search Portal identifying:

a. information that will be available in the directory,

b. how the directory will be easily searchable,

c. how the directory will be kept up to date.

d. how the data therein shall be gathered and displayed.

7.7.2 How do you evaluate and determine that the web portal is easy to use and intuitive for the enrollees?

7.7.3 How quickly is the system able to process updates such as open/closed panels or changes in hours or services offered by a provider?

7.7.4 Describe your system capabilities for reporting on the following topics:

a. Number of daily portal visits and views;

b. Number of daily PCP/PMG searches.

7.7.5 Describe the challenges that you will be confronting as a consequence of the requirements mentioned in Sections 7.7.1-7.7.4 and how do you plan to mitigate them.

7.7.6 Describe your process for design of the web-portal and ensuring that all functionality required by ASES is included and confirm your understanding of those requirements?

7.7.7 Describe how your proposed web application accounts for the need to verify identity and eligibility when an enrollee securely logs-in? Describe attributes of the system that allow the enrollee to manage their choices in a seamless manner.

7.7.8 Describe the challenges that you will be confronting related to the requirements and topics mentioned in Sections 7.7.6-7.7.7 and how do you plan to mitigate them.

7.7.9 How does your organization collect enrollment/health benefit information (or comparable information) submitted by a client or MCO, relevant to individual information? Your response should include, but not be limited to:

a. How this information is tracked and logged

b. Language interpretation services

c. Visually and hearing impaired

7.7.10 Describe your experience maintaining, receiving and transmitting data comparable to that for the GHP program. The description should include the system infrastructure to support the data and how you will ensure security.

7.7.11 Describe existing or potential access to enrollment services website via mobile devices.

7.7.12 Describe the features of the Web Based Platform detailing the information that it currently contains or which need to be developed including but not limited to:

a. Demographic information;

b. Records of enrollments, disenrollments, member experience, language preferences; and

c. Exchanging information with state systems and data interfaces.

7.8 Member Experience (Total Maximum Points 50)

7.8.1 How do you manage member complaints from initial complaint to resolution?

7.8.2 How do you ensure that errors on the website identified by Members or others are resolved (for example incorrect Information in the provider directory)?

7.8.3 How will you design and implement the Enrollee experience survey and how will you utilize the results to improve services?

7.8.4 Describe Offeror's ability and approach to meet the requirements of Section 2.16 Member Experience. Provide and explain current policy and procedures.

7.8.5 Describe how processes will be efficient and not unnecessarily administratively burdensome for beneficiaries.

8 COST PROPOSAL

8.1 General Instructions

8.1.1 The Offeror shall also submit a Cost Proposal, using the format included in Appendix O that addresses all costs associated with meeting the requirements noted above in Section 2 of the RFP. At the discretion of ASES, the Contract may be extended for up to two (2) additional years, beyond the initial one (1) year Contract period. Therefore, the Offeror's Cost Proposal Submission must include costs for a one (1) year and three (3) year contract term. Likewise, ASES reserves the right to award in a segregated manner (a) the Web Based Application and Provider Search Portal and (b) the Call Center and On-Site Choice Counselors services. However, Offeror MUST BID FOR ALL CORE SERVICES/DELIVERABLES. FAILURE TO DO SO WILL CAUSE THE DISQUALIFICATION OF THE OFFEROR.

8.1.2 For each contract year, any Offeror who exceeds a total of FOUR MILLION EIGHT HUNDRED THOUSAND DOLLARS $4,800,000 of combined costs including implementation costs, Call Center and Choice Counselor services and Web-based Application and Provider Search Portal fees WILL BE EXCLUDED FROM THE PROCUREMENT. In the event ASES exercises its right of acquisition, the licensing fees paid under this contract shall be used to offset the purchase price, as well as the one-time web-based application and provider search portal information technology costs.

8.2 Cost Proposal Worksheet

8.2.1 Using the cost proposal worksheet, the Offeror must propose costs, including implementation costs, to provide the enrollment counselor services [i.e. information systems (web-based application and provider search portal), choice counseling, and call center functions that meet the requirements specified in the RFP, including performance metrics].

8.2.2 The Offeror must complete the entire Cost Proposal Worksheet (Sections 1-4 of the Cost Proposal Worksheet). For each section, the Offer must provide a narrative response explaining the associated costs for the applicable core service.

8.2.3 The Offeror must only enter information in the yellow cells for each line item.

8.2.4 All line items must be filled out, in the event a certain line item does not apply, the Offeror must enter zero "0" for applicable line item and explain why it is not applicable.

8.2.5 Start Up/One Time Implementation Costs

8.2.5.1 This section captures the Offeror's one time start up and implementation costs for all enrollment counselor functions including but not limited to: services, hiring, and system build requirements for both Information Technology (IT) and non-IT functions. Each line item must reflect a total proposed one-time implementation cost. All implementation costs must be incurred in the first year only, and must not be spread across multiple years.

8.2.5.2 All costs associated with Section 1 of the Cost Proposal Worksheet are one-time costs that are expected to be expended during implementation. This section must not capture any ongoing costs; all ongoing costs must be entered in Sections 2-3 of the Cost Proposal Worksheet.

8.2.5.3 For each section, the Offeror must explain the associated costs in the narrative section provided.

8.2.5.4 One Time Information Technology Costs

8.2.5.4.1 This section of the Cost Proposal Worksheet captures implementation costs for establishing all information technology for enrollment counselor functions.

8.2.5.4.2 For each line item, enter the expected cost for the noted activity.

8.2.5.4.3 Line items 1.1.1 and 1.1.2 capture implementation costs for building the Web-Based Application and Provider Search Portal. The Offeror may choose to provide one cost for both line items but must explain in the applicable narrative section and enter "0" in the line item not entered.

8.2.5.4.4 Line item 1.1.3 captures other system implementation costs associated with enrollment counselor functions that are distinct from the web-based application or provider search portal. If this line item is used, the Offeror must define the line item in the applicable narrative section. If the Offeror chooses not to enter costs for this line item, the Offeror must enter zero "0".

8.2.5.4.5 Line item 1.1.4 captures implementation technology costs for call center functions, including but not limited to: systems, equipment, and phone lines/service contracts.

8.2.5.4.6 Line item 1.1.5 captures implementation infrastructure costs not specifically attributed to a specific enrollment counselor function. If the Offeror chooses not to enter costs for this line item, the Offeror must enter zero "0".

8.2.5.4.7 Line item 1.1.6 captures implementation equipment costs for the Web-Based Application and Provider Search Portal. If the Offeror chooses not to enter costs for this line item, the Offeror must enter zero "0".

8.2.5.4.8 Line item 1.1.7 captures all other implementation information technology costs that are not captured above. If the Offeror chooses not to enter costs for this line item, the Offeror must enter zero "0". The Offeror must explain in the applicable narrative section.

8.2.5.5 One Time Non-IT/Administrative Costs

8.2.5.5.1 This section of the Cost Proposal Worksheet captures implementation costs for establishing enrollment counselor functions that are administrative and not associated with information technology costs (Section 1.1 Cost Proposal Worksheet). This includes but is not limited to; administrative expenses, recruitment expenses, training expenses and other items.

8.2.5.5.2 For each line item, enter the expected cost for the noted activity.

8.2.5.5.3 Line item 1.2.1 captures implementation administrative expenses not associated with information technology costs.

8.2.5.5.4 Line item 1.2.2 captures implementation recruitment costs not associated with information technology costs.

8.2.5.5.5 Line item 1.2.3 captures implementation training costs not associated with information technology costs.

8.2.5.5.6 Line item 1.2.4 captures all other implementation costs not associated with information technology costs. If the Offeror chooses not to enter costs for this line item, the Offeror must enter zero "0" in the cost column. The Offeror must explain in the applicable narrative section.

8.2.6 PMPM Operational Service Fees - Call Center/Choice Counselors

8.2.6.1 This section captures the Offeror's ongoing monthly costs to maintain call center and choice counselor functions. The population used to calculate the monthly payment for call center and choice counselor services will be subject to a cap for the purpose of ensuring that the total contract budget is not surpassed. Call center and choice counselors' services shall be considered capitated in this regard.

8.2.6.2 Line item 2.1, the Offeror must enter the total cost for call center choice counselor services for each contract year. The Offeror must ensure each contract year is entered, even if the cost is the same year to year.

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

8.2.6.2.2 The total cost for call center choice counselor services entered must reflect the expected cost for the entire contract period for the line item.

8.2.6.2.3 The Member Months for Contract Period is based on projected GHP enrollment for July 2019 through June 2022. The member month refers to the sum of beneficiaries enrolled in Plan Vital each month.

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

8.2.7 Annual Operational Service Fees - Web-Based Application

8.2.7.1 This section captures the Offeror's ongoing annual costs to maintain the web-based application including the provider search portal.

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

8.2.7.3 Line item 3.1.1 captures the total annual licensing fees associated with the web-based application. If the Offeror chooses not to enter costs for this line item, the Offeror must enter zero "0".

8.2.7.4 Line item 3.1.2 captures the total annual website hosting fees associated with the web-based application. If the Offeror chooses not to enter costs for this line item, the Offeror must enter zero "0".

8.2.7.5 Line item 3.1.3 captures the total annual website maintenance fees associated with the web-based application. If the Offeror chooses not to enter costs for this line item, the Offeror must enter zero "0".

8.2.7.6 Line item 3.1.4 captures other annual fees associated with the web-based application. If the Offeror chooses not to enter costs for this line item, the Offeror must enter zero "0". The Offeror must explain in the applicable narrative section.

NOTE: Offerors are reminded that they must bid for all deliverables in this RFP and that failure to do so will cause their disqualification. When entering zero "0" in any of the above-mentioned line items, the Offeror must explain in the applicable narrative section.

8.2.8 Web-based Application Purchase Option

8.2.8.1 ASES maintains the right to purchase the Web-Based Application and Provider Search Portal. As part of the Cost Proposal, the Offeror must quote a purchase price for these items. In the event ASES exercises its option of acquisition, the licensing fees paid under this contract shall be used to offset the purchase price, as well as the one-time Web Based Application and Provider Search Portal information technology costs

8.2.8.2 The Offeror must expand on any conditions or requirements that the Offeror would like to disclose in the RFP in the applicable narrative section. ASES reserves the right to accept or reject such conditions and/or requirements.

8.2.9 Total Proposal Fees

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

8.3 Bidding Rules, Requirements, Process, and Adjustments

8.3.1 With this RFP, Offerors will receive an Excel template on which to provide their data; as well as a data book containing service utilization data. Deviations from the template will constitute noncompliance and will result in the bid being **DISQUALIFIED.**

8.3.2 Cost Proposals will be evaluated based on the criteria outlined in the cost proposal instructions and Section 5 of this RFP.

Appendix A – Acknowledgement of Receipt of RFP Form

RFP #EC-2019

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.

The acknowledgment of receipt form should be signed and returned to the Procurement Contact BY EMAIL on or before **March 31, 2019 at 6:00 PM (AST).** Only potential Offerors who return this completed form, indicating the intent to submit a Proposal, will be able to receive copies of all Offerors' written questions, the written responses to those questions, and RFP amendments, if any are issued.

ORGANIZATION:
_____

REPRESENTED BY*: _____

TITLE: _____ PHONE NO*.: _____

EMAIL*: _____ FAX NO.: _____

ADDRESS*: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Firm does/does not ***(circle one)*** intend to respond to this RFP.

SIGNATURE: _____ DATE: _____

*Name and address will be used for all correspondence related to this RFP except that the invitation to present the best and final offer and the Notice of Intent to Award will be notified to the person authorized to sign the contract. Hence, **it must be the same information provided in the Certification requesting the RFP Documents and to be provided in Appendix B, Item 4**.

Appendix B – Letter of Transmittal Form

RFP # EC-2019

Offeror's Name: _____

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

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

2: Person authorized by the organization to contractually obligate the organization:

Name _____
Title _____
Email address _____
Telephone number _____
Fax number _____

3. Person to be contacted for clarifications: (This information must be the same as that provided under Appendix A -Acknowledgement of Receipt Form)

Name _____
Title _____
Email address _____
Telephone number _____
Fax number _____

4. Use of subcontractors (Select one)

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

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

_____
(Attach extra sheets, as needed)

5. Please describe any relationship with any entity that will be used in the performance of this Contract.
_____
(Attach extra sheets, as needed)

6. ___ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing this procurement.

___ I concur that submission of our Proposal constitutes acceptance of the Evaluation Factors contained in Section 5 of this RFP.

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

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

_____ _____, 2019

Authorized Signature* Date

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

Appendix C – Attestation of Independence and Freedom from Conflict of Interests

The Offeror and subcontractors to be used for functions and responsibilities under the scope of work of this RFP must declare upon oath and certify that there are no conflict of interests barring the Offeror and said subcontractors from serving as an Enrollment Counselor. This form must be signed and subscribed before a Notary. ***Noncompliance with this requirement is sufficient cause to disqualify the* Offeror.**

I, _____ (*full name*), in my capacity of _____ (*position*) from _____ (*organization name*) after being authorized to represent (*organization name*), declare upon oath and certify that (*organization name*) meets all conflict of interests requirements as noted below.

- **Independence.** In accordance with 42 CFR 438.810, the Enrollment Counselor and any subcontractor shall be independent of any MCO or health care provider in Puerto Rico. The Enrollment Counselor and any subcontractor shall not be an MCO or a health care provider in Puerto Rico, shall not be owned or controlled by an MCO or a health care provider in Puerto Rico, and shall not own or control an MCO or health care provider in Puerto Rico. Note that the independence and conflict of interest requirements apply to any health care provider, regardless of participation in federal health care programs.

- **Conflict of Interest Safeguards.** In accordance with 42 CFR 438.810, the Enrollment Counselor and any subcontractor shall be free from conflict of interest. The Enrollment Counselor and any subcontractor shall ensure that no person who is an owner, employee, consultant, or has a contract with the Enrollment Counselor or subcontractor:

    - Has any direct or indirect financial interest with any MCO, entity, or health care provider that furnishes health care services in Puerto Rico (including any on-going contract or agreement with an MCO), or

    - Has been excluded from participation under Title XVII (Medicare) or XIX (Medicaid) of the Social Security Act, debarred by any federal agency, or is currently or has been subject to subject to civil money penalties under the Social Security Act.

UNDER OATH, I swear and sign this statement in _____, _____, this _____ day of _____, 2019.

_____

DECLARANT

Affidavit Number _____

Sworn and subscribed before me by _____, of the personal circumstances mentioned above, who I certify that I know personally/have identified by means of _____. In _____, _____, this _____ day of _____, 2019.

_____

NOTARY PUBLIC

Appendix D – Suspensions and Debarment Form

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

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

The certification provided by the Offeror in paragraph (a) below will be considered in connection with a determination of the Offeror's responsiveness. A certification that any of the items in paragraph (a) below exists, may result in rejection of the Offeror's Proposal for non-responsiveness and the withholding of an award under this RFP. If the Offeror's certification indicates that that any of the items in paragraph (a) below exists, the Offeror shall provide with its Proposal a full written explanation of the specific basis for, and circumstances connected to, the item**; the Offeror's failure to provide such explanation will result in rejection of the Offeror's Proposal.** If the Offeror's certification indicates that any of the items in paragraph (a) below exists, ASES, in its sole discretion, may request that the U.S. Department of Health and Human Services and any other applicable federal agency grant an exception under 2 C.F.R. 180.135 and any other applicable federal regulations if ASES believes that this procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will ASES award a Contract to an Offeror if the requested exception is not granted for the Offeror.

CERTIFICATION

The statements under letters A through F MUST BE ANSWERED.

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

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

(A) **Are / are not presently** debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; **(REQUIRED)**

(B) **Have / have not**, within a three-year period preceding the date of the Offeror's Proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or Government of Puerto Rico) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; **(REQUIRED)**

(C) **Are / are not** presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or Government of Puerto Rico) with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this certification; **(REQUIRED)**

(D) **Have / have not**, within a three-year period preceding the date of Offeror's Proposal, had one or more public agreements or transactions (Federal, State or Government of Puerto Rico) terminated for cause or default; and **(REQUIRED)**

(E) **Have / have not been** excluded from participation from Medicare, Medicaid, other federal health care programs or other federal behavioral health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7 and other applicable federal statutes. **(REQUIRED)**

(F) **Have / have not** within the last ten (10) years, been convicted of, pled guilty to, or pled nolo contendere to any felony and/or any Medicaid, Medicare, or health care related offense or have been debarred or suspended by any federal or state government body, and if so, an explanation providing relevant dates. Offeror shall include the Offeror or any of the Offeror's employees, agents, independent contractors, or proposed subcontractors, the Offeror's parent organization, affiliates, and subsidiaries. **(REQUIRED)**

(ii) "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.

(iii) 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.

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

OFFEROR:_____

SIGNED BY:_____

TITLE:_____
DATE:_____

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

Appendix E – Form of Sworn Statement on Fraud and Misappropriation

SWORN STATEMENT

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

1. That my name and other personal circumstances are as previously described.

2. That the Board of Directors has been informed of the content of this Sworn Statement and that it has authorized me by means of a Resolution of the Board of Directors to subscribe this Sworn Statement.

3. That I am the President, of the company __[Organization Name]__ , which is duly organized and/or authorized to do business pursuant to the laws of the Government of Puerto Rico, (hereinafter "the Offeror").

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

4. That I am legally authorized by the company, to sign this Sworn Statement.

5. That to the best of my knowledge, the Company, its subsidiary companies, affiliates, and/or headquarters, and/or their respective shareholders, directors, associates, officers, functionaries, executives, principals and/or employees, 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 crime that may constitute fraud, embezzlement or illegal appropriation of public funds, according to the provisions of Act 2-2018 known as “Ant-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 criminal conducts previously mentioned.)

   Or in the alternative: in the case of having knowledge that any of the persons identified in the above mentioned positions have been or are being investigated, arrested, declared guilty, convicted or sentenced for such 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 or charges, description of the offence or offences for which they are being investigated or have been investigated, arrested, declared guilty, 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 this provisions include, but are not limited to:

   a. Aggravated illegal appropriation, in all its modalities
   b. Extortion
   c. Fraud in constructions
   d. Fraud in the execution of construction work
   e. Fraud in the delivery of things
   f. Undue intervention in the contracting processes of auctions or in the operations of the Government
   g. Bribery, in all its modalities
   h. Aggravated bribe
   i. Offering of a bribe
   j. Undue influence
   k. Crimes against public funds
   l. Preparation of false documents
   m. Presentation of false documents
   n. Forgery of documents
   o. Possession and transfer of false documents; and
   p. 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 6.)

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

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

And IN WITNESS THEREOF, I swear and sign this affidavit in _____, _____, today _____, 2019.)

(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 _____ ___, 2019.)

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Appendix F – Disclosure of Lobbying Activities Form

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

Appendix G – Reports Requirements

Reporting	Frequency	Description
Enrollment ○ MCO Changes ○ PCP Changes ○ PMG Changes	Daily	• By Call Center Reps and Onsite Choice Counselors
Disenrollments ○ MCO Changes ○ PCP Changes ○ PMG Changes	Daily	• Include Reason for Change • By Call Center Reps and Onsite Choice Counselors
With Cause (Just Cause) ○ Approvals ○ Referrals to ASES for Approval or Denial	Daily	• Once Just Cause is approved, include count on the enrollment / disenrollment field of the daily report, by MCO, PCP, PMG. • By Call Center Reps and Onsite Choice Counselors
Call Center		
Number of Calls Received	Daily	
Number of Calls Answered	Daily	
Number of Calls in the queue at peak times	Daily	
Language / sign language assistance request provided by call center	Daily	
Waiting Time	Daily	
Average handle time	Daily	
Number of calls abandoned	Daily	
Average wait time to abandoned	Daily	
Number of outbound calls	Daily	
Time Calls on hold	Daily	
Call Center Choice Counselor Count	Daily	

Referrals to MCO	Daily	○ Identify by MCO
Referrals to Medicaid	Daily	
First call resolution	Daily	○ Percent of contacts that are resolved by the call center on the first interaction with the customer
Call center outage	WARNING: Contractor must inform ASES immediately in writing the occurrence of the event. 24-48 Hours	○ Incident Report
Call Center Trend Report	Weekly	○ Recurrent topics in weekly calls.
Web Application and Provider Search Portal		
Total of public portal hits	Daily	
Total searches requested	Daily	
Total Login/ Secure Portal	Daily	
Numbers of emails registered	Daily	
Average response time by email (confirmation letter)	Daily	
System downtime incident report	WARNING: Contractor must inform ASES immediately in writing the occurrence of the event. 24-48 Hours	○ Incident Report

Onsite Choice Counselors		
○ Medicaid or Government Office Location ○ Medicaid or Government Office Operating Hours ○ Number of Orientations provided ○ Average orientation time length ○ Count of Choice Counselor by Office	Daily	○ Per location
Customer Service Satisfaction Surveys		
○ Call Center ○ Web Based Application ○ Onsite Choice Counselor	Daily Availability for ASES to Monitor Results *Refer to Section 6.5 of Model Contract*	○ Member satisfaction surveys ○ Segregated by service
Ad hoc Reports		
○ Requested by ASES and CMS.		

Appendix H-1 – Technical Specifications

GHP NEW HEALTHCARE MODEL
ENROLLMENT COUNSELOR
SYSTEM REQUIREMENTS

Version Date: March, 2019

	Description
Go Live	▪ July 1, 2019
Purpose	▪ To describe the minimum requirements for the Enrollment Counselor System to manage the MCO, PCP and PMG enrollment changes to be performed during the GHP Program enrollment process on behalf of an enrollee/potential enrollee. ▪ To describe the minimum requirements for the Provider Search Portal that will enable the enrollee to search for a PCP and a PMG and make MCO, PCP and PMG changes without the assistance of an Enrollment Counselor.
Terms and Acronymns:	
Active Enrollee	▪ Re-certified Member. A beneficiary who is re-evaluated for a new eligibility term.
Auto-Enrollment Process	▪ The assignment of an Enrollee to an MCO, PMG and a PCP normally at the time that ASES auto-enrolls the person in the GHP Program.
Authorized Representative	An individual or entity authorized by an Enrollee to act on his/her behalf thorough a written and properly signed document, a court order establishing legal guardianship or a power of attorney.

	Description
Certification Date	▪ Date in which a decision is made by the Puerto Rico Medicaid Program that a person is eligible for services under the GHP Program because the person is Medicaid Eligible, CHIP Eligible, or a member of the State Population.
Disaster Recovery Site (DRS)	▪ The *facility* designated to *recover* and restore the technology infrastructure and operations if the primary *data* center and/or operational facility become unavailable.
Enrollment Effective Date (MCO Effective Date)	▪ The date in which the eligible enrollee is enrolled in the contracted MCO.
New Enrollee	▪ An eligible person who became an enrollee after November 1, 2018.
OIAT	▪ Oficina de Informática y Avances Tecnológicos
Open Enrollment Period	▪ A period in which Enrollees have one (1) opportunity to select a different MCO, without cause. o For New Enrollees, the period will have a duration of ninety (90) Calendar Days and will occur once beginning with their Certification Date. o For Active Enrollees, the period will have a duration of three (3) months and will occur every year beginning on November 1st and ending on January 31st of the next year.
Private Website	▪ A website designed with user authentication capabilities that will allow ASES' and contractor's authorized personnel and enrollees to perform the MCO, PCP and PMG changes in a controlled environment.
Scope	▪ The application will be used by the Enrollment Counselor to execute the following transactions upon

	Description
	the enrollees or their authorized representative request: o MCO, PCP/PMG Enrollment changes during the Open Enrollment Period to Active Enrollees. o MCO, PCP and PMG enrollment changes to New Enrollees during their Open Enrollment Period. ▪ The website will allow the enrollees to perform the following transactions without the assistance of an Enrollment Counselor: o Public access website to search the PCP, Specialists and/or PMGs that have been contracted by any of the MCOs in the GHP Program. o MCO, PCP and PMG enrollment changes in a controlled access secure area.
Out of Scope	Following a business process rule, the application will not enable individual changes of PCP/PMG requested by the enrollee. These specific changes must be requested to the MCO by the enrollee.
Constraints	▪ The application must be ready by July 1, 2019; ▪ The application should be delivered within the approved budget. ▪ The application software must reside on Offeror infrastructure until it can be migrated to ASES infrastructure in the event of purchase by ASES. ▪ The application must be available 24/7. ▪ End-User Training must be delivered before the application Go-Live.

	Description
Business Process Overview	▪ The new GHP Enrollment process to be deployed by July 1, 2019 will manage among other activities the MCO PCP/PMG search and changes under different communication methods. ▪ During assisted service the Enrollment Counselor will assist the enrollee during regular business hours via telephone (call center), in person at the Medicaid offices and/or other government offices to be determined by ASES or through a website that will be available 24/7.
Key dates for ongoing process	▪ New Enrollees Enrollment Change Period = Eligibility Certification Date + 90 days. ▪ Those members whose eligibility period has expired will be deemed as New Enrollees. ▪ Active Enrollees (ongoing enrollees) will have an annually fixed window to change their MCO selection once without cause: o Open Enrollment Period – three (3) month fixed period starting each year on November 01 and ending on January 31 of the next year.
Change MCO, PCP/PMG (if applies) with Just Cause	▪ ASES has the role to change MCO, PCP/PMG when any enrollee requests a change with just cause. In this scenario the system will not apply any change restrictions to allow the change of MCO and PCP/PMG when approved with just cause.
Submit to ASES MCO, PCP/PMG selections	▪ This topic addresses the transmission of all updates performed by the enrollment system. ▪ At the end of each business day, a process will capture all changes performed by the enrollment system, and will produce a <.sus> file. ▪ The <.sus> file will be transmitted to ASES daily. It is ASES's responsibility to transmit the enrollment

	Description
	and disenrollment transactions to the corresponding carriers (MCOs). See Appendix H-2 (flowchart)
Information Technology / Information System Infrastructure	○ The Offeror shall have an information system (IS) infrastructure capable to support all of the enrollment counselor activities and functions and that has the capacity to: ○ interact with a web service interface, as specified by ASES. ○ Authenticate beneficiaries through: ○ Full Name ○ Zip Code ○ Date of Birth ○ Last Four (4) Digits of SSN ○ Accept attachments (documents, etc.) to a beneficiary record. ○ Process the file layouts specified by ASES including but not limited to: ○ Enrollment File Layout (.sus) ○ Export File Layout (.exp) ○ Accept updates regarding open/closed enrollment in an MCO, ASES, Medicaid or any other party authorized and deemed as acceptable by ASES. ○ Send automated and on-demand notifications to beneficiaries. ○ Accept and process in a timely manner daily updates to any of the Enrollee data elements transmitted by ASES and/or its Agent(s);

Description

- Accept and process, in a timely manner, daily enrollment rejections and produce resubmissions of said records.
- Accept and process in a timely manner a weekly electronic reconciliation file of the Enrollee data elements transmitted by ASES and/or its Agent(s);
- Accept and process in a timely manner the MCO provider network data and related updates including PCPs and PMGs, to inform choice counseling;
- Maintain a history of adds, deletes and changes of all of the data elements for audit purposes; the history must be maintained for a minimum of ten (10) years; and
- Transmit to ASES, or its Agent (via FTP or other prescribed protocol), MCO choice transactions within twenty-four (24) hours of an enrollee's selection of an MCO and, if applicable, a PCP and PMG.
- Be able to comply with the requirements of the Call Center Statistics Interface which includes but is not limited to the following:
    - Produce a file containing the call statistics data required for the Call Statistics Scorecard and Trends report views on the inSight Analytics Contact Management report.
    - The file will be in CSV format.
    - The file will be produced on a daily basis schedule as stipulated by ASES.

Description

- Provide a system structure with the capability to:
    - Collect enrollee selection of MCO or MCO/PCP/PMG through the communication methods specified by ASES and not limited to via telephone, web or in-person
    - Submit MCO or MCO and PCP/PMG selections to ASES within twenty-four (24) hours of an enrollee's selection of an MCO, including change of an MCO or MCO/PCP/PMG, for ASES to process;
    - Process any relevant files received from ASES to support ongoing operations.
- Provide information systems technicians properly trained and certified to meet any technical situation that requires immediate attention and ensure the highest level of technical support available.
- Any information system that the Offeror employs must be covered by a disaster recovery and business continuity plan that encompasses a backup process execution on a daily basis and a dedicated DRS that ensures the resiliency of all the services provided.
- All developed web-based applications must contain a link that redirects the user to the ASES website. The application must also allow itself to be linked from the ASES website.
- All network connections of data interface between the Offeror and ASES must include the following security features at a minimum:
    - The network from which the Offeror will access the internal network of ASES will be isolated from any

	Description
	other network in the Offeror's facilities, especially public networks that may exist. o Equipment assigned to staff dedicated to this project and that will be connected to the internal network of ASES may not have installed a software that has not been previously authorized by ASES, and only that software that is strictly necessary for the provision of services will be used. Installing new software or changes in the existing configuration must be duly authorized by ASES. o Provide authentication, authorization and "accounting" through a firewall to all incoming connections. o Implement any additional security measures that ASES may require for the protection of agency information and that are reasonable in light of the requirements necessary for the proper provision of the services covered under this RFP. o All communication must be encrypted using standard encryption technologies.
Website	The Offeror shall: Maintain a website which meets the following requirements: o Is available twenty-four hours a day, seven days a week (24/7); o Complies with Section 508 of the Rehabilitation Act; o Content available in Spanish and English languages; o Is responsive and adapts to the most popular mobile devices.

Description
○ Includes a secure area accessible by enrollees/potential enrollees after successful user authentication that reflects information in real-time and at a minimum, allows users to: a. Create and manage log-in information including username and password; b. Provide an email address for communications c. View the potential enrollee/enrollee's Medicaid eligibility, demographic information, and case information including but not limited to name of current MCO, PCP and PMG and open enrollment dates; d. Communicate timely and securely with the GHP Enrollment Counselor; e. Compare available MCO using selection criteria such as participating hospitals, PCPs, PMGs and specialty providers; f. Manage online enrollment, including enrolling or disenrolling from an MCO and selecting a PCP and a

PMG at the time of enrollment;

g. Review the enrollment selection before confirming it.

h. Receive a notification through email after executing the confirmation of the selection within two (2) business days.

i. Print, or save as a PDF document, the information about the MCO and provider selected;

j. Opt-in and opt-out of electronic communications;

k. View and download enrollee materials specific to the enrollee/potential enrollee;

l. Manipulate the enrollment change process as to be able to do the following: select the MCO first, select the PCP first or select the PMG first.

m. Perform general activities that include but are not limited to provider networks search without requiring the enrollee/potential enrollee to log in to the secure area;

Description

n. Search the provider networks by: specialty, provider name or last name, municipality, one or several MCOs at a time and by PMG.

o. Access the following information for each provider when a search is completed: full name, specialty, sub-specialty, address, phone number, fax number, gender, hours of service, if the provider is a PCP and the MCOs that the provider is in a contract with.

- Has a design that allows for an easy and simple search process of all the Vital Plan providers.
- Provide required reports from ASES to measure performance and quality of services as well as to obtain relevant information necessary for the proper operation of the GHP program.
- Website Stats
- Enrollments
- Disenrollment's
- Number of visits and pages views
- Number of searches in detail for the provider search

	Description
	○ Reports for registered enrollees ○ Any other ad-hoc report requested by ASES ○ Must be designed to allow access to external users authorized by ASES. ○ The website must be up and running by July 1, 2019.
Login Account function for Assisted Service (Counselor or ASES Representative)	Roles to define: ▪ Administrator (System Configuration- parameters) ▪ ASES Representative (Just Cause Changes) ▪ Counselor Role (MCO, PCP and PMG Changes for New and Active Enrollees, Just Cause Changes and any other changes authorized or requested by ASES.)
Enrollee Information	Present the following information ▪ Name ▪ MPI ▪ Contact Member ▪ Eligibility – Medicaid, CHIP, or Commonwealth ▪ Effective and Expiration Eligibility dates ▪ E-mail System must provide area for MCO, PCP/PMG selection
Change History Information	System must display history of: ▪ Changes performed by Enrollment Role (Counselor or ASES representative) ▪ Changes performed by MCO entity

	Description
	▪ Changes performed by an Enrollee Minimum items to display in history section: ▪ Change Source (e.g. ASES, MCO, Counselor) ▪ Who is performing the changes (ASES representative/Enrollment Counselor) ▪ Change Date ▪ Change (after contents)
MCO,PCP/PMG Selection Option	System must provide an option to select MCO, PCP/PMG ▪ No automatic selection of MCO will be provided ▪ Only manual selection ▪ System must allow MCO, PCP and PMG changes in the order determined by the Enrollees.
MCO Change Rules to apply for Counselor role	System must be able to identify the enrollee classification (new or active) to apply the MCO change rules ▪ New Enrollees – first time members after Go-Live Date ▪ Active Enrollees – Enrollees that have done the recertification process, System must enforce the following business rules to allow MCO, PCP/PMG selection changes: ▪ System must enforce an MCO Change if the Enrollees wish to change PCP or PMG. ▪ System must alert the Enrollees the requirement of making an MCO change if a new PCP/PMG is selected. ▪ Active Enrollees by the beginning of the Open Enrollment Period can change the MCO selection within the Open Enrollment Period;

	Description
	○ Active Enrollees cannot change the enrollment during the re-certification. A one-time change will be allowed only during their Open Enrollment Period. Rule: One-time change during a fixed window starting November 01 of current year and ending January 31 of next year. ▪ Starting November 01, 2019, New Enrollees, as they become eligible during the year, will be able to change MCO selection once during their Open Enrollment Period; ○ New Enrollees will select their MCO during the eligibility certification process and then have a one-time opportunity to change the MCO during their Open Enrollment Period. Rule: One-Time change within period: Eligibility Certification Date + 90 days.
MCO change Rules to apply for ASES Role (Just Cause Changes)	System must permit changes of MCO, PCP/PMG to the enrollee without applying any change restrictions: The ASES role must be able to apply MCO changes to the enrollee regardless of capacity of the MCO selected, change period, etc.
Enrollment Effective Date assignment (carrier)	Once MCO, PCP/PMG selection changes are completed, system must assign Effective Date of Enrollment based on the following rules: <u>Starting July 1,2019 – MCO Effective Date of Enrollment assignment rule</u>

	Description
	▪ Changes performed between days 1 and 20 of a month, will be effective on the day 1 of the next month. ▪ Changes performed between day 21 and end-of-month, will be effective on the day 1 of subsequent month (next month + 1). PCP and PMG effective dates will be the same as MCO Effective Date of Enrollment assigned by applying the rule.
Training	The Offeror shall: ▪ Provide choice counselors and pertinent staff training on the use of the information system developed. ▪ Provide pertinent staff training on the use of the information system developed for ongoing system updates. ▪ Provide all source code of the system developed for ongoing system operation by ASES staff (applies if ASES opts to acquire the Web based application and Provider Search Portal).
Other Responsibilities	The Offeror System shall: ▪ Be HIPAA-compliant and have adequate procedures for comprehensive data security, records retention, system refreshes and disaster back-up and recovery as described below. ▪ The Offeror must comply with and adhere to Federal rules such as HIPAA, CMS and State IT Security Policy and Standards, and Department Privacy and Security Policies. ▪ Have in place a Business Continuity and Disaster Recovery ("BC-DR") Plan: A documented plan (process) to restore vital and critical Information/health care technology systems in the

Description
event of business interruption due to human, technical, or natural causes. The plan focuses mainly on technology systems, encompassing critical hardware, operating and application software, and tertiary elements required to support the operating environment. It must support the process requirement to restore vital business Data inside the defined business requirement, including an emergency mode operation plan as necessary. ▪ Perform Weekly Data Reconciliation. As a component of its enrollment systems, the Offeror must design, develop, and implement a comprehensive weekly electronic reconciliation of all Enrollment, Disenrollment, and related transactions that it receives from ASES. The weekly electronic reconciliation will be used to determine if the Offeror received and fully processed all appropriate transactions forwarded by ASES. ▪ Ongoing training about the Provider Search and Private Website features functionalities. ▪ Knowledge transfer for ASES personnel (if ASES opts to acquire the Web Based Application and Provider Search Portal). Processing of any of the enlisted Routine Change Orders. Refer to Appendix H-3 of the RFP.

Appendix H-2 – IT Process Flowchart (Data Exchange)

Appendix H-2 is the IT Process Flowchart (Data Exchange) to be used regarding this RFP. It is not imbedded in this document but is included as a separate PDF document entitled Appendix H-2 – IT Process Flowchart (Data Exchange).

Appendix H-3 – Routine and Standard Change Orders

Examples of Routine and Standard Change Orders (no additional cost)	
1	Processing of routine text or data updates to VITAL Websites (Provider Search Portal, Private Website, etc.)
2	Posting or updating a PDF file on any of the designed websites.
3	The publishing of announcements and messages to any of the designed websites.
4	Processing of routine updates or additions to any of the elements in any of the designed websites.
5	Processing of routine additions or changes to fields in any of the designed websites.
6	On-demand Just Cause data processing.
7	On-demand special cases requests processing.
8	Any necessary programming/configuration to process changes in any of the systems layouts.
9	Support to ASES team on solving issues presented by the VITAL beneficiaries.
10	Data requested by the ASES IT personnel or the ASES Compliance Department regarding unauthorized enrollment changes performed in the system.
11	Reprocessing of ASES files due to daily and monthly processes re-runs.
12	Notification through email and/or phone to beneficiaries about any updates, changes or issues that may impact their eligibility or enrollment information/status.

Appendix I – Medicaid Offices

Medicaid Office	Office Hours
Adjuntas	7:30 am - 4:00 pm
Aguada	7:25 am- 3:55 pm
Aguadilla	7:30 am - 4:00 pm
Aguas Buenas	7:30 am - 4:00 pm
Aibonito	7:30 am - 4:00 pm
Arecibo	7:30 am - 4:00 pm
Arroyo	7:30 am - 4:00 pm
Barceloneta	7:30 am - 4:00 pm
Bayamón	7:30 am - 4:00 pm
Cabo Rojo	7:25 am -3:55 pm
Caguas	7:30 am - 4:00 pm
Camuy	7:30 am - 4:00 pm
Canóvanas	7:30 am - 4:00 pm
Carolina	7:30 am - 4:00 pm
Cataño	7:30 am - 4:00 pm
Cayey	7:30 am - 4:00 pm
Cidra	7:30 am - 4:00 pm
Coamo	7:30 am - 4:00 pm
Comerío	7:30 am - 4:00 pm
Corozal	7:30 am - 4:00 pm
Dorado	7:30 am - 4:00 pm
Fajardo	7:30 am - 4:00 pm
Florida	7:30 am - 3:00 pm
Guayama	7:30 am - 4:00 pm
Guayanilla	7:30 am - 4:00 pm
Guaynabo	7:30 am - 4:00 pm
Gurabo	7:30 am - 4:00 pm
Hatillo	7:30 am - 4:00 pm
Isabela	7:30 am - 4:00 pm
Jayuya	7:30 am - 4:00 pm
Juana Díaz	7:30 am - 4:00 pm
Juncos	7:30 am - 4:00 pm
Lajas	7:30 am - 4:00 pm
Lares	7:30 am - 4:00 pm
Las Marías	7:30 am - 3:30 pm
Las Piedras	7:30 am - 4:00 pm
Loíza	7:30 am - 4:00 pm
Manatí	7:30 am - 4:00 pm
Maricao	7:30 am - 4:00 pm
Mayaguez	7:25am - 3:55 pm
Moca	7:30 am - 4:00 pm

Morovis	7:30 am - 4:00 pm
Naguabo	7:30 am - 4:00 pm
Naranjito	7:30 am - 4:00 pm
Orocovis	7:30 am - 4:00 pm
Patillas	7:30 am - 4:00 pm
Peñuelas	7:30 am - 1:30 pm
Ponce	7:30 am - 4:00 pm
Quebradillas	7:30 am - 4:00 pm
Rincón	7:25am - 3:55 pm
Río Grande	7:30 am - 4:00 pm
Río Piedras	7:30 am - 4:00 pm
Sabana Grande	7:15 am - 3:15 pm
Salinas	7:30 am - 4:00 pm
San Germán	7:30 am - 4:00 pm
San Lorenzo	7:30 am - 4:00 pm
San Sebastián	7:30 am - 4:00 pm
Santa Isabel	7:30 am - 4:00 pm
Santurce	7:30 am - 4:00 pm
Toa Alta	7:30 am - 4:00 pm
Toa Baja	7:30 am - 4:00 pm
Trujillo Alto	7:30 am - 4:00 pm
Utuado	7:30 am - 4:00 pm
Vega Alta	7:30 am - 3:00 pm
Vieques	7:30 am - 4:00 pm
Villalba	7:30 am - 4:00 pm
Yabucoa	7:00 am - 3:30pm

Appendix J – Key Personnel

Role	*Duties and Responsibilities of the Role*
Account Manager	• Liaison between customers and cross-functional internal teams to ensure the timely and successful delivery of our solutions according to customer needs. • Planning skills and time management • Ability to effectively draft, proof and complete reports, presentations and correspondence, using Microsoft Word, PowerPoint and other contemporary business standards • Excellent communications skills written and oral • Account Management • Participate in meetings with ASES, the MCOs, Medicaid, and any other agencies or groups deemed necessary by ASES.
IT Manager	• Direct and manage engagement development by defining project scope, goals, and deliverables that support business goals in collaboration with client requirements. • Define and implement best practices and tools for engagement execution and management based on engagement scope and deliverables. • Manage interface and customer experience between stakeholders, engineers, local and remote support teams • Communicates effectively with clients to identify needs and evaluate alternative business solutions.
Call Center Manager	• Contribute to the design and implementation of Projects which impact the Call Center • Ensure effective and consistent communication throughout the team, encourage feedback and customer insight in order to enhance the customer experience. • Embed a performance culture, framework and review processes to achieve service levels and improvements against set targets • Ensures service and sales targets, SLA's and KPI's are continually reviewed and expectations are met with optimum levels of quality & service delivery.
In person/On site Choice Counselor Manager	• Demonstrated ability to communicate effectively. • Demonstrated ability to work within a project according to program guidelines regarding assessment, service, reporting and accountability. • Demonstrated experience to work in a team, in collaboration with employees within the organization and with external agencies and personnel. • To monitor and respond to all changes in client requirements, responding according to agreed expectations and providing prompt feedback to relevant contacts.

Appendix K – Just Cause Management Procedure

Appendix K is the Just Cause Standard Operating Procedure to be used by Offerors regarding this RFP. It is not imbedded in this document but is included as a separate PDF document entitled Appendix K – Just Cause Standard Operating Procedure.

Appendix L – Key Performance Metrics and Penalties

Description	Standard	Penalty
Implementation		
1) Systems and Website Readiness: Final date for accurate ASES data to be uploaded to Enrollment Counselor platform and all information systems and websites be approved by ASES for use by enrollees and ASES personnel in advance of Open Enrollment period.	On or before June 30, 2019.	$400,000.00 for failure to meet deadline.
Call Center		
2) Call Center outage: Defined as the number of minutes the call center is unable to accept new inbound calls.	Rate must not exceed 5 minutes of unscheduled time in which the call center is unable to accept new inbound calls.	1% of monthly invoice
3) The wait/hold time for callers: Defined as the time between a call being initially answered including answered by an operating system and a response by a live operator to a caller's inquiry.	No longer than 2 minutes for 95% of all incoming calls.	1% of monthly invoice
4) Answer Rate: Defined as a measure of the percentage of callers to the Call Center who reach a Call Center choice counselor, in comparison to the number of calls received by the Call Center.	95%	1% of monthly invoice

5) First Call Resolution: Define as the percent of contacts that are resolved by the call center on the first interaction with the customer	95%	0.5% of monthly invoice
6) Service Level: Defined as a measure of Call Center Choice Counselor productivity in real time as Call Center Choice Counselors take calls, expressed in a percentage of calls answered within a specific time in seconds	Equal to or greater than eighty (80%) within thirty (30) seconds	1% of invoice
Enrollment services website		
7) Web portal response: Defined as elapsed time from the command to view a response until the response appears or loads to completion.	Rate must not exceed five (5) seconds 99% of the time.	
8) Timely response to electronic correspondence: Defined as response time to enrollments with MCO/PCP/PMG selection.	Response rate to Enrollees 100% within two (2) business days. Refer to Appendix H-1 Technical Specifications Website Part Letter h.	Up to 3% of monthly invoice 100% - 95%: 1% deduction Less than 95% - 85%: 2% deduction Less than 85%: 3% deduction
System Unavailability		
9) Unscheduled Enrollment Counselor Dedicated System Unavailability: Defined as an unscheduled period of time during which the Enrollment Counselor's systems are unavailable to enrollees and/or ASES personnel to the extent such failure or noncompliance is caused by Contractor's acts or	Unscheduled System Unavailability must not exceed 30 minutes in each month.	($0.00) for the first 30 minutes, $5,000.00 for each subsequent 30 minute period or portions thereof in each month.

omissions.		
10) Material system problem not resulting in System Unavailability: failure to correct a system problem not resulting in System Unavailability within the allowed timeframe.	Material System problem must be corrected within allowed timeframes.	Up to $8,000.00 per Calendar Day 1-15 Calendar Days late: $1,000.00 per day 16-30 Calendar Days late: $2,000.00 per day 31+ Calendar Days late: $8,000.00 per day
Business Continuity and Disaster Recovery Plan (BC-DR)		
11) Implementation of BC-DR: Defined as the timeframe established by ASES within which the BC-DR must be implemented.	BC-DR must be implemented within established timeframes.	Up to $20,000.00 per Calendar Day late. 1-3 Calendar Days late: $2,000.00 per day 4-6 Calendar Days late $5,000.000 per day 7-12 Calendar Days late $10,000.00 per day 13+ Calendar Days late: $20,000.00 per day
Reports		
12) Submission of Reports: Defined as the failure to submit required reports within the timeframes established in the Contract or subsequently by ASES.	Reports must be submitted within established timeframes.	$200.00 per untimely report per day exceeding the established timeframe
Record Retention		
13) Record Retention: Defined as the retention of recordings of incoming and outgoing calls for quality assurance purposes.	Recordings must be retained for a period of twelve (12) months.	$200.00 per unavailable recording, up to a maximum of $30,000.00 per day for unavailable recordings of calls made or received in the same day.

Appendix M – Questions and Answers Template

Appendix M is the Question and Answers Template to be used by Offerors when providing questions to ASES regarding this RFP. It is not imbedded in this document but is included as a separate WORD document entitled Appendix M – Questions and Answers Template.

Appendix N – Model Contract

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

Appendix O – Cost Proposal Worksheet

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