

2024-000030

**GOVERNMENT OF PUERTO RICO  
PUERTO RICO HEALTH INSURANCE ADMINISTRATION (ASES)  
SAN JUAN, PUERTO RICO**

**PROFESSIONAL SERVICE AGREEMENT**

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This Agreement for Professional Services (this "Agreement") is made and entered into by and between the Puerto Rico Health Insurance Administration, a public corporation of the Government of Puerto Rico created by Act Number 72 of September 7, 1993, as amended, (hereinafter referred to as "**ASES**" by its Spanish acronym), represented by its Executive Director, Ms. Edna Y. Marín Ramos, MA, of legal age, single and resident of Guaynabo, Puerto Rico; and **DELOITTE CONSULTING LLP**, a limited liability partnership organized and authorized to do business under the laws of the Government of Puerto Rico (hereinafter referred to as "**SECOND PARTY**"), represented by its Principal, Timothy Fitzpatrick, of legal age, and resident of Texas, US authorized to appear herein by a Certificate of the Professional Services Providers Registry (RUP, by its Spanish acronym), number **202328819** emitted by de Puerto Rico's General Services Administration (ASG by its Spanish acronym).

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

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

**TERMS AND CONDITIONS**

1. **ASES agrees to engage with SECOND PARTY to render professional services in consulting related to Contract Reform, Contract Oversight, Program Integrity, and Financial Reporting.**
2. The services to be provided by **SECOND PARTY** may encompass the following subjects and objectives, as included in the proposal incorporated as part of this Agreement, as required by the applicable Task Order:
  - A. **SECOND PARTY** will assist **ASES** in connection to complying with the requirements established by Public Law 116-94 which mandated that Puerto Rico define its strategy and roadmap to comply with initiatives relate to Contract Reform, Contact Oversight, Program Integrity, and Financial Reporting.
  - B. **SECOND PARTY** will assist **ASES** with aspects of on-going transformation activities of the Medicaid initiatives and work activities as identified between both **ASES** and **SECOND PARTY**.

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**ASES and SECOND PARTY.**

- C. **SECOND PARTY** will assist **ASES** in providing reports to Congress and CMS related to the Puerto Rico's Medicaid Enterprise, the differences between Puerto Rico's program and other similar State Programs.
- D. **SECOND PARTY** will assist **ASES** in providing Assessments of Current State related to the specific requirement and provides initiatives and related implementation plans to promote continued focus on Compliance with the mandates of the P.L. 116-94.
- E. Any other task related to the capabilities and services of the **SECOND PARTY**, which is delegated to it by **ASES** or its authorized representative, in accordance with the Proposal.

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- 3. This Agreement will be in effect from the date of its full execution until **June 30, 2024**. Notwithstanding any provision to the contrary in this Agreement, either party shall have the right to terminate this Agreement by providing the other party with thirty (30) days' prior notice by registered mail, return receipt requested, or overnight express mail.

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

- 4. **ASES** shall compensate **SECOND PARTY** for the term of this Agreement the amount of **one million six hundred seventy-four thousand dollars (\$1,674,000.00)** for services rendered. **SECOND PARTY** will provide up to 3 full-time staff equivalents, as well as up to 700 project leadership hours. The fixed fee cost for this engagement is \$1,674,000 and will be invoiced monthly as follows.

Services Start	Services End	Status and Invoice Date	Amount
August 15, 2023	September 30, 2023	October 5, 2023	<b>\$167,400.00</b>
October 1, 2023	October 31, 2023	November 5, 2023	<b>\$167,400.00</b>
November 1, 2023	November 30, 2023	December 5, 2023	<b>\$167,400.00</b>
December 1, 2023	December 31, 2023	January 5, 2024	<b>\$167,400.00</b>
January 1, 2024	January 31, 2024	February 5, 2024	<b>\$167,400.00</b>
February 1, 2024	February 29, 2024	March 5, 2024	<b>\$167,400.00</b>
March 1, 2024	March 31, 2024	April 5, 2024	<b>\$167,400.00</b>
April 1, 2024	April 30, 2024	May 5, 2024	<b>\$167,400.00</b>
May 1, 2024	May 31, 2024	June 5, 2024	<b>\$167,400.00</b>
June 1, 2024	June 30, 2024	July 5, 2024	<b>\$167,400.00</b>
<b>TOTAL</b>			<b>\$1,674,000.00</b>

5. Should **ASES** require services beyond 3 full-time staff equivalents and 700 project leadership hours, **SECOND PARTY** will provide a detailed description of proposed services for **ASES** review and approval. For additional services approved by **ASES**, the **SECOND PARTY** will use following billable rate by staff category for services. For optional years beyond SFY 2024, an annual inflator of 5% will be applied for each applicable fiscal year.

Staff Category	Hourly Rate
Engagement Executive	\$400
Sr. Subject Matter Specialist	\$400
Project Manager	\$355
Functional Task Lead 1	\$340
Functional Task Lead 2	\$325
Business Analyst 1	\$290
Business Analyst 2	\$260
Clerical	\$105

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6. Payments made by **ASES** under the terms of this Agreement shall be paid from the budget item account corresponding to number **131-6320-2024-018**.
7. The **SECOND PARTY** will not perform work, nor invoice services under this contract that exceed the amount available in the contract, unless the corresponding budget item is identified and approved, the contract is amended in writing and such amendment is registered with the Office of the Comptroller of Puerto Rico.
8. As established in in Section 10, the **SECOND PARTY**, as well as the office that administers the contract, will be responsible for monitoring the billable balance of the amount available in the contract. The **SECOND PARTY** must alert prior to the run out of the billable hours, about the need, if any, of amendment for an increase in amount, if necessary, under the same parameters established in Section 4.
9. **SECOND PARTY** shall submit monthly, certified invoices to **ASES** for services rendered in a month within the first ten (10) days of the month following the period involved. If the invoice is not submitted within the first ten (10) days of the month following the period involved, payment may be issued within the following month. Each invoice shall include a monthly status report that will indicate activities performed for the corresponding month. Any decisions or risks to the project will also be documented. The invoice and corresponding monthly status report must be certified as just and correct, and should certify that payment thereof has not been received. An authorized representative of **SECOND PARTY** should issue the

certification. The invoice should detail the available balance of the Agreement's budget when submitting the invoice as well as the available balance of the Agreement at the time the invoice is delivered. **SECOND PARTY** is solely responsible of assigning the necessary resources for the delegated cases and matters. The invoices should be presented accompanied with a short summary of the total quantity of the Contract, the invoices sent and the available balance of the Contract which will be formatted as:

Contract Number:

Balance \$ \_\_\_\_\_  
    Invoice detail xxx                   \$ \_\_\_\_\_  
    Invoice xxx                           \$ \_\_\_\_\_  
    Invoice xxx                           \$ \_\_\_\_\_  
    Current invoice xxx                \$ \_\_\_\_\_  
  
Balance at the date of this invoice   \$ \_\_\_\_\_

Each invoice must identify and detail the budget item for federal projects that will be billed with federal funds, as applicable. Those invoices must detail services by federal programs with a total for each project and the total billing. For example:

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Example: Invoice for the federal program MMIS.

Example: Invoice for the federal program HITIMPLEMENTATION.

Example: ASES regular invoice.

10. **SECOND PARTY** shall submit all invoices in duplicate form. **ASES** will review the invoices and will proceed with proper payment if they are provided in accordance with these requirements. **ASES** will administer the payment by means of an electronic transfer. **ASES** reserves the right to review all the invoices and perform all necessary audits as provided by the audit provisions hereof. The invoice shall include the following certification in Spanish:

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*Certifico bajo pena de nulidad absoluta que ningún servidor público del Departamento de Salud ni de la Administración de Seguros de Salud de Puerto Rico es parte o tiene algún interés en las ganancias o beneficios pecuniarios (en conjunto, "las Ganancias") producto del contrato objeto de esta factura; si fuera parte o tiene algún interés en las Ganancias, ha mediado una dispensa previa. La única consideración para suministrar los servicios objeto del contrato ha sido el pago acordado con el representante autorizado de las agencias. Certifico que el contenido de esta factura es justo y correcto y los servicios no han sido pagados.*

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

POSTAL ADDRESS

Edna Y. Marin Ramos, MA  
Executive Director  
Administración de Seguros de Salud  
P.O. Box 195661  
San Juan, PR 00919-5661

PHYSICAL ADDRESS

Edna Y. Marin Ramos, MA  
Executive Director  
Administración de Seguros de Salud  
1549 Calle Alda  
Urb. Caribe  
San Juan, PR 00926-2712

12. If **SECOND PARTY** does not comply with the above requirements in the submission of the invoices, it will need to resubmit such invoices in a compliant form, or else will

waive its right to payment for services rendered.  
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13. **ASES**, its designees or the Controller's Office, shall have the right during the term of this Agreement or up to five (5) years after the term, to review and audit **SECOND PARTY's** billing and payment records relating to **SECOND PARTY's** services under this Agreement.

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14. **SECOND PARTY** will not receive any payment for services rendered under this Agreement until the Agreement has been registered at the Office of the Comptroller of the Government of Puerto Rico, as required by Act Number 18 of October 30, 1975, as amended.

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15. Each of the exhibits (interchangeable appendix) attached hereto is expressly incorporated herein and made a part of this Contract, and all references to this Contract shall include the exhibits hereto. In the event of any inconsistency between this Contract and the exhibits attached hereto, this Contract shall govern.

16. Neither this Agreement, nor the services to be provided hereunder, may be assigned, or subcontracted without the written approval of **ASES**. The request to contract a third party must specify the matters in which he/she will intervene and must be submitted in writing. This request must: (1) be submitted in writing, (2) identify the Subcontractor, (3) specify the tasks in which the Subcontractor will intervene, and (4) disclose the remuneration that the Subcontractor will receive for the work carried out, and the profit margin, if any, that **THE SECOND PARTY** will have in relation to the subcontractor's paid fees. If the Subcontractor is to dedicate 25% or more of its time to the tasks assigned in the contract between **ASES** and **THE SECOND PARTY**, the Subcontractor must submit all the documents and certifications required from **THE SECOND PARTY** for the government contracting. See Circular Letter No. 1300-16-16 of the Puerto Rico Treasury Department.

**THE SECOND PARTY** will be responsible for providing these documents and certifications from the Subcontractor to **ASES** when requesting authorization from **ASES** for the subcontract. The delegation of services without the mentioned authorization will be sufficient cause to terminate this contract. Subject to the limitation of liability set forth in Section 28 below, failure to comply with this clause will hold you responsible for any damages or losses that may be caused to **ASES**, whether directly or indirectly, if a court of competent jurisdiction awards damages to **ASES** resulting from such failure to comply. In any subcontract executed by the **SECOND PARTY** said **PARTY** shall ensure that the Subcontractor understands, acknowledges, and agrees to comply with the terms and conditions set forth in this Contract, whenever applicable, that includes but is not limited to, intellectual property, data and information, knowledge transfer requirements; **ASES's** right of

inspection and audit; the government agencies' right to inspection and audit; confidentiality and privacy policies, among others.

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

18. **THE SECOND PARTY** shall furnish **ASES** with reports, analysis, or other such materials as **ASES** may reasonably request as deliverables, which, to the extent prepared by **THE SECOND PARTY** specifically and exclusively for **ASES** ("Deliverables") shall at all-time be the property of **ASES**, subject to **THE SECOND PARTY'S** reservation of rights in and to **THE SECOND PARTY** Tools and the prohibitions on distribution of **THE SECOND PARTY** work product to third parties in this Agreement.

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

In the same way, all Deliverables related and produced as a result of this Agreement, including but not limited to policies, procedures, analysis, protocols, and

communications, must be made available and filed with **ASES's** representatives, without changes to their original format (no PDF), upon their completion. In the event that **ASES** request copies of these at the time of such delivery or during the term of this Agreement, the Contractor shall deliver them without alterations and/or omissions. **THE SECOND PARTY** shall not refuse, and if so, it will constitute an obstruction to the efforts of **ASES's** auditors and a breach of Contract subject to any rights or remedies of **ASES** under the Contract or at law.

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20. No Deliverable created by **THE SECOND PARTY** for **ASES** in the course of fulfilling **THE SECOND PARTY's** responsibilities under the Agreement, as determined by **ASES**, shall be considered proprietary of **THE SECOND PARTY**.

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21. **THE SECOND PARTY** shall make all Deliverables available to **ASES** or its authorized representatives upon their completion, which will also provide the same to CMS or other pertinent government agencies and authorities upon request. **THE SECOND PARTY** is expressly prohibited from sharing, distributing, disseminating, or publishing **ASES'** non-public data and information without the express prior written consent of **ASES**, subject to the terms of Section 17 above.

22. **THE SECOND PARTY** is required to perform transfers of knowledge on a continuous basis with **ASES** personnel, to be compensated in accordance with the hourly rates set forth herein. ***THE SECOND PARTY will be responsible of delivering reports regarding current work and completed work to the area that administers this agreement, quarterly since the signature of the agreement and on or before the date the of the last payment made under this contract, or within the first ten (10) days from the date of termination, whichever first*** from the date of termination, **THE SECOND PARTY** must have completed a professional, reasonable transfer of knowledge for an orderly continuity of services and labor to allow **ASES** personnel to know and understand completed and uncompleted tasks, as well as the status and items pending to complete unfinished tasks. **THE SECOND PARTY** acknowledges and agrees that **ASES** will not pay the final invoice until **THE SECOND PARTY** completes the said transfer of knowledge in writing and in any other format as may be requested by **ASES**.

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

**ASES** shall have all ownership rights, not superseded by other licensing restrictions, in all materials, programs, procedures, etc., developed by **THE SECOND PARTY** and funded and paid for by **ASES** under this Agreement. **ASES** shall have all ownership rights in data and software, or modifications thereof and associated documentation and procedures, in each case designed and developed by the **SECOND PARTY** or its subcontractor for delivery to **ASES** in performing the services hereunder to produce any systems, programs report and

documentation, and all other work products or documents created by SECOND PARTY or its subcontractor for delivery to ASES under the Contract. ASES shall have these ownership rights, regardless of whether the work product was developed by **THE SECOND PARTY** or any Subcontractor for work product created in the performance of this Contract, unless the foregoing is superseded by other licensing restrictions or agreements. ASES reserves, on behalf of 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.

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24. To the extent applicable, ASES acknowledges that before executing this Agreement and contemplating the same, or independently of this Agreement **THE SECOND PARTY** may have developed and designed or may develop and design certain programs and systems, materials, templates, tools, technologies or other intellectual property, such as standard operating procedures, programs, business plans, policies, and procedures, which ASES acknowledges, along with any modifications and derivatives thereof ("SECOND PARTY INTELLECTUAL PROPERTY"), are the exclusive property of **THE SECOND PARTY**. The SECOND PARTY hereby grants ASES a non-exclusive, royalty-free, perpetual, nontransferable right to use such SECOND PARTY INTELLECTUAL PROPERTY that may be contained in a Deliverable, in connection with its use thereof.

25. INTENTIONALLY OMITTED.

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

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



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

27. **THE SECOND PARTY** agrees to indemnify, defend and hold harmless **ASES** and/or the Government of Puerto Rico from all claims, suits, actions, liabilities, and reasonable attorney and defense costs, arising from third party claims for bodily injury, including death, or damage to real or tangible personal property to the extent directly and proximately caused by **THE SECOND PARTY's** negligent or willful misconduct in the execution of this Agreement.

28. Notwithstanding anything to the contrary, **THE SECOND PARTY** shall not be liable to **ASES** for any claims, liabilities, or expenses relating to this engagement ("Claims") for an aggregate amount in excess of the amount to equal to twice the fees paid by **ASES** to **THE SECOND PARTY** pursuant to this Contract, except to the extent resulting from the fraud, bad faith, recklessness or intentional misconduct of **THE SECOND PARTY** or its subcontractors and except for tort damages for bodily injury (including death) or real or tangible personal property for which **THE SECOND PARTY** is found to be responsible. In no event shall **THE SECOND PARTY** be liable to **ASES** for any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating this Contract.

29. **THE SECOND PARTY** acknowledges that in executing its professional services pursuant to this Agreement it has the obligation to exhibit no conflicting interests in violation of applicable law or professional standards.

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

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

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

**30. Termination:**

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

- B. Furthermore, **THE SECOND PARTY's** failure to comply with its duties and responsibilities and to perform the services set forth herein, or its negligence or unlawful behavior in the execution of the Agreement, shall constitute a breach of the Agreement by **THE SECOND PARTY** that entitles **ASES** to terminate this Agreement immediately with ten (10) days' prior notice if not cured within such period. **ASES** may also terminate this Agreement immediately without prior notice if probable cause for arrest is found or a judgment for conviction is entered against **THE SECOND PARTY** or any of its officers, employees, or subcontractors authorized by **ASES** under this Agreement, for any crime against the treasury, public faith, or for crimes involving public funds or property, either of state or federal origin; or if an extraordinary fiscal situation arises that justifies an immediate budget cut.
- C. It is expressly agreed that **THE SECOND PARTY** will conclude any pending work at and as of the effective time of cancellation of the contract. **ASES** will not be obliged to pay additional compensation above the agreed under this contract. **THE SECOND PARTY** will not be entitled to any additional compensation except the already billed until that last date of performance of services. **THE SECOND PARTY** expressly acknowledges that in the eventuality of not existing or allocating funds for the payment of the contracted services, the contract will be terminated with no other right than to collect what has already been worked.
- D. It is noted that if **THE SECOND PARTY or any of its officials** is part of the Registry of Convicted Persons for Corruption and Related Offenses "Registro de Personas convictas por Corrupción y Delitos Relacionados", this Contract will be null and the funds paid will have to be returned to **ASES**.
- E. In accordance with Guide #16 of Circular Letter No. 93-11 of October 25, 2011, issued by the Office of Management and Budget of the Government of Puerto Rico, all contracts that are: (a) awarded in an electoral year; (b) paid with resources of funds allocated by the Legislature; and (c) have a contract term extending beyond December 31, 2020, may be rescinded at any time after December 31, 2020 by the new officials appointed during the new four-year administration period.

31. **Conflict of Interest:**

- A. **THE SECOND PARTY** certifies that neither it, nor any of its employees or officers, has an interest in this agreement that may interfere with their official duties, if any, as employees of any agency, instrumentality, public corporation, or municipality of the Government of Puerto Rico, in violation of applicable law.
- B. **THE SECOND PARTY** certifies that at the time of the execution of this Agreement, it does not have, nor does it represent anyone who has interests that conflict with those of the Government of Puerto Rico, or any of its agencies or municipalities,

or **ASES** in violation of applicable law. If such conflicting interests arise after the execution of this Agreement, **THE SECOND PARTY** shall notify **ASES** immediately. **SECOND PARTY** may terminate this Agreement upon ten (10) days' prior written notice if performing the services hereunder would be a conflict of interest in violation of any law, regulation, or professional standards.

**C. THE SECOND PARTY** certifies to have active, or in process of approval, contracts with other Puerto Rico Government agencies, departments, municipalities, or public corporations' as listed below:

- a. **Department of Health**
- b. **COR3**
- c. **AAFAF**
- d. **University of Puerto Rico**

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**32. Subcontractors:**

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

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**33. Certifications:**

**A. By virtue of Act 73-2019 from the Puerto Rico General Services Administration (ASG by its Spanish acronym) THE SECOND PARTY** certifies the submission of the *CERTIFICACIÓN ÚNICA DEL REGISTRO DE PROVEEDORES DE SERVICIOS PROFESIONALES (RUP)* emitted by ASG. It is expressly acknowledged that this certification is an essential condition of this Agreement. With the RUP certification **THE SECOND PARTY:**

- i. Certifies and guarantees that as of the date of execution of this Agreement and to the best of its knowledge, it has not been convicted and none of its shareholders, employees, officers, or agents have been convicted, have probable cause, and that it has no knowledge that any of the foregoing is subject of any investigation, in connection with a civil or criminal procedure in state or federal court for criminal charges related to the public treasury, the public trust, a public function, or a fault that involves public funds or property including **THE SECOND PARTY** its subsidiaries and/or a parent company. If the previously submitted certification to ASG is not correct in its entirety or in any of its parts, it shall constitute sufficient cause for **ASES** to terminate this Agreement immediately, without prior notice. If the status of **THE**

**SECOND PARTY** with regards to the charges previously mentioned should change at any time during the term of the Agreement, it shall notify **ASES** promptly. The failure to comply with this responsibility constitutes a violation of this Section and shall result in the remedies mentioned previously.

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- ii. Certifies that at the time of execution of this Agreement it is not engaged in or is a party to any lawsuit against the Government of Puerto Rico, or any of its instrumentalities, agencies, or municipalities.
  - iii. Certifies and warrants that it has fulfilled its income tax obligations and does not have any tax debts with the Commonwealth of Puerto Rico for the past five (5) years prior to signing of this contract. It further certifies that it has no outstanding debts with the government or federal government, such as any income tax debts, excise taxes, real estate, or property taxes, including any special liens, license rights, payroll source taxes payment withholdings, interest income, dividends income, annuities income, salaries and any other income for any other concept. **THE SECOND PARTY** has submitted a Negative Certification of Debt from the Treasury Department of the Government of Puerto Rico.

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1. It is expressly acknowledged that this is an essential condition of this Agreement, and if this certification is incorrect, **ASES** shall terminate this Agreement immediately and **THE SECOND PARTY** will have to reimburse **ASES**.
  2. By the end of this Agreement, **THE SECOND PARTY** will present an updated Certification of Debt. **THE SECOND PARTY** acknowledges that the last payment owed under this Agreement will be disbursed if such Certification of Debt is negative and no money is owed to the Treasury Department of the Government of Puerto Rico. If by the end of this Agreement there is an outstanding balance owed that cannot be cleared by the Treasury Department, **THE SECOND PARTY** agrees to cancel the amount through retention from last payment.
  3. For purposes of this Agreement, tax debt shall mean any debt that **THE SECOND PARTY** or any of its officials or other parties which **ASES** authorizes **THE SECOND PARTY** to subcontract, may have with the Government of Puerto Rico for income taxes, excise taxes, real or chattel property taxes, including any special taxes levied, license rights, tax withholdings for payment of salaries and professional services, taxes for payment of interests, dividends and income to individuals, corporations and

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non-resident partnerships, for payment of interests, dividends, and other earnings shares to residents, and social security for chauffeurs.

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- iv. Has provided ASG with a certificate of existence issued by the Department of State of the Government of Puerto Rico and a corporate resolution where **THE SECOND PARTY** expressly authorizes the undersigned to execute this Agreement on behalf of the corporation, if applicable. It is expressly acknowledged that these are essential conditions of this Agreement, and if these certifications previously submitted to ASG are incorrect, **ASES** shall terminate this Agreement immediately and **THE SECOND PARTY** will have to reimburse **ASES**.
- v. That as of the execution of this Agreement, it is current on payment of workers' compensation premiums in accordance with applicable law. **THE SECOND PARTY** has provided ASG with a negative certification of debt from the Workers Compensation Corporation of the Government of Puerto Rico, if applicable. It is expressly acknowledged that this is an essential condition of this Agreement, and if the certification previously submitted to ASG is incorrect, **ASES** shall terminate this Agreement immediately and **THE SECOND PARTY** will have to reimburse **ASES**.
- vi. Agrees to pay all unemployment insurance premiums due in accordance with applicable law. **THE SECOND PARTY** represents that as of the date of execution of this Agreement, it is current on payment of unemployment insurance premiums due in accordance with applicable law and has submitted to **ASES** a negative certification of debt from the Department of Labor and Human Service of the Government of Puerto Rico. It is expressly acknowledged that this is an essential condition of this Agreement, and if the certification previously submitted to ASG is incorrect, **ASES** shall terminate this Agreement immediately and **THE SECOND PARTY** will have to reimburse **ASES**.
- vii. Warrants that at the time of execution of this Agreement it has no obligation to retain child support payments, except that it may be obligated to retain the same related to the personal obligations of its personnel, which are not associated with such personnel's employment by **THE SECOND PARTY**. **THE SECOND PARTY** has provided **ASES** with a certificate of no debt from the "Administración de Sustento de Menores" ("**ASUME**"). It is expressly acknowledged that this is an essential condition of this Agreement, and if the certification previously submitted to ASG is incorrect, **ASES** shall terminate this Agreement immediately and **THE SECOND PARTY** will have to reimburse **ASES**.

viii. Represents that as of the date of execution of this Agreement, it is current on payment of property taxes in accordance with applicable law. **THE SECOND PARTY** has provided **ASES** with a negative certification of debt from the "Centro de Ingresos y Recaudación Municipales" of the Government of Puerto Rico. It is expressly acknowledged that this is an essential condition of this Agreement, and if the certification previously submitted to ASG is incorrect, **ASES** shall terminate this Agreement immediately and **THE SECOND PARTY** will have to reimburse **ASES**.

ix. Has provided, as a condition for the execution of this Agreement, the following certifications to ASG:

1. Certification of having filed income tax returns in the past five (5) years from the Treasury Department of Puerto Rico (Model SC-6088)
2. Certification from Puerto Rico's Treasury Department attesting that there is no outstanding debt or, if a debt exists, that it is subject to payment plan (or pending administrative review under applicable law or regulations) (Model SC-6096)
3. Certification from Puerto Rico's Center for the Collection of Municipal Revenues ("CRIM" for its Spanish acronym) certifying that there is no outstanding debt in the past five (5) years or, if a debt exists, that it is subject to payment plan (or pending administrative review under applicable law or regulations).
4. Certification from Puerto Rico's Department of Labor and Human Resources of compliance with unemployment insurance, temporary disability insurance and/or chauffeur's social security, if applicable.
5. Certification of incorporation from the State Department of Puerto Rico.
6. Certificate of Good Standing
7. Certifications of no outstanding alimony or child support debts, if applicable.
8. Merchant Registry Certification (Model SC 2918)
9. Certification of Sales Tax Return File (IVU for its Spanish acronym) (model SC 2927) and if apply, certification of No Debt of Sales Tax Return.

x. It is expressly recognized that the foregoing are material conditions of this Agreement. In the event the above certifications and acknowledgments contained in this clause are not correct, in whole or in part, it shall be sufficient cause for **ASES** to terminate the Agreement

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and **THE SECOND PARTY** shall reimburse ASES any sum of monies received under the same.

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

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35. **THE SECOND PARTY** is an independent contractor and as such shall be responsible of the payment of its income taxes and its individual and employers' withholdings under the applicable tax laws of Puerto Rico or the US Internal Revenue Code. **THE SECOND PARTY** is not entitled to fringe benefits, such as retirement or disability. **ASES** will neither retain, nor discount, any amounts from payments made to **THE SECOND PARTY** for income tax purposes or for Social Security, except those applicable in accordance with the Puerto Rico Internal Revenue Code and its regulations.

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36. **THE SECOND PARTY** will offer professional and consulting services to **ASES**. Therefore, **ASES** will be responsible for the withholding of one point five (1.5) percent of the amounts paid under this Contract and shall forward such withholding to the Treasury Department of the Government of Puerto Rico pursuant to Public Law Number 48- 2013.

37. **THE SECOND PARTY** warrants and agrees that in the provision of services under this Agreement it will not discriminate on the basis of race, color, gender, origin or social status, age, political or religious beliefs or any other discriminating cause. **THE SECOND PARTY** also acknowledges that under the provisions of Act No. 46 of March 4, 2002 it cannot discriminate against a person for his or her sexual orientation, gender, gender identity, ethnicity, marital status, birth, or for the person's physical or mental impairment.

38. **THE SECOND PARTY** also certifies and warrants that at the moment the execution of this Agreement is in complete compliance with Public Law Number 168 of 2000, as

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amended, also known as "Ley de Mejoras al Sustento de Personas de Edad Avanzada de Puerto Rico."

39. **THE SECOND PARTY** agrees that in connection with the services provided hereunder, it will comply with all the applicable employment laws and regulations.

40. Documents presented by **THE SECOND PART** that will become part of the Contract:

- EMR
- A. Certification issued by the ASG as part of the active registry on the *Registro Único de Proveedores de Servicios Profesionales (RUP)*.
  - B. Contractor Certification Requirement indicating if any subcontractor will be needed in connection with this Agreement.
  - C. HIPAA training evidence, if applies.
  - D. Conflict of Interest Certification by virtue of the PR Government Ethics Law.
  - E. *System for Award Management (SAM)*.

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41. **THE SECOND PARTY** certifies that it has received a copy of and agrees to comply with Act No. 84 of June 18, 2002, as amended, which establishes the Code of Ethics for contractors, suppliers, and applicants for economic incentives of the Executive Agencies of the Government of Puerto Rico and the Government Ethics Law, Act No. 12, enacted on July 24, 1985, as amended.

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

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

**Deloitte Consulting LLP**  
Attn: Angel Quinones Cardona  
Torre Chardon 350, Chardon Ave. Suite 700  
San Juan, P.R. 00918

**Puerto Rico Health Insurance Administration (ASES)**  
PO Box 195661  
San Juan, PR 00919-5661

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

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

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45. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other oral or written representations, understandings or agreements relating to the subject matter hereof. Neither party shall be bound by the provisions of any pre-printed or other written terms and conditions subsequent to the date of this Agreement relating to the subject matter hereof unless such additional terms and conditions are made effective pursuant to the Amendments subsection of this section.

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

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

48. **ASES** certifies that the present contract has the appropriate governmental authorizations necessary for its execution and according to provisions in the Act Number 66 of June 17, 2014, known as the "Fiscal and Operational Sustainability Act of the Government of the Commonwealth of Puerto Rico".  
Nevertheless, **ASES** is not exempted from registering this transaction in the Government of Puerto Rico Office of Management and Budget (OGP by its Spanish acronym) Electronic Platform.

49. **Circular Letter 013-2021 from the Office of Management and Budget of June 7, 2021:**

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1. **ASES** certifies that **THE SECOND PARTY** was selected as a provider of the professional services described in this contract pursuant to Executive Order 2021-029. Likewise, **THE PARTIES** certify that they are aware of the provisions of said Executive Order and Circular Letter and that any contract covered by it that has not followed the processes and requirements established therein will be terminated."
1. At the time of signing this contract, **THE SECOND PARTY** does not maintain a contractual relationship in force with any entity of the Government of Puerto Rico. In addition, **THE SECOND PARTY** acknowledges and accepts that omitting to mention any governmental entity, with which it has a current contractual relationship may result in the termination of this contract if required by **ASES**.

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50. **Circular Letter 001-2021 from the Office of Management and Budget of January 11, 2021.**

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**A. Interagency services:**

- i. Both contracting **PARTIES** acknowledge and agree that the contracted services may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct order of the Office of Government Chief of Staff (Oficina del Secretario de la Gobernación). These services will be performed under the same terms and conditions regarding hours of work and compensation set forth in this Agreement. For the purposes of this clause, the term Executive Branch entity includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations.
- ii. For purposes of this Section, 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. Termination:**

- i. The Government Chief of Staff shall have the power to terminate this Agreement at any time.
- ii. In case this Agreement is exempted from authorization from the Government Chief of Staff according to the dispositions specified in Circular Letter 001-2021, the Government Chief of Staff shall have discretion to take any necessary steps in those situations when a breach or potential breach with the public policy established by the Governor is observed.

**C. Financial Oversight and Management Board Contract Review Policy for**

**Puerto Rico:** The Parties acknowledge that the CONTRACTOR [THE SECOND PARTY] has submitted the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Management and Oversight Board for Puerto Rico, effective November 6, 2017 and as amended on October 30, 2020 , signed by the Executive Director of the Contractor (or another officer with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor Certification Requirement" is included as an annex to this agreement.

IN WITNESS WHEREOF, the parties hereto sign this Agreement, in San Juan, Puerto Rico this 15 day of August, 2023.

**PUERTO RICO HEALTH  
INSURANCE ADMINISTRATION**



Edna Y. Marín Ramos  
Executive Director  
EIN: \_\_\_\_\_

**DELOITTE CONSULTING LLP**



Timothy FitzPatrick  
Principal  
EIN: \_\_\_\_\_

Budget item account: **131-6320-2024-018.**

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Deloitte Consulting LLP  
350 Carlos Chardon Avenue  
Suite 700  
San Juan, PR 00918

June 9, 2023

Ms. Edna Marin Ramos

Executive Director  
PR Health Insurance  
Administration (ASES)  
PO Box 195661  
San Juan, PR 00919-5661

**RE: Notice of Need for Professional Services (NNSP): #2023-014-GP for Professional and Consulting Services for Project Management**

Dear Ms. Marin Ramos:

Deloitte Consulting LLP (Deloitte) hereby presents a final offer for the proposal to provide professional and consulting services for project management for the Puerto Rico Health Insurance Administration (ASES)

We have reevaluated our pricing and are pleased to submit the following revision. To support ASES we propose a fixed fee for this engagement to support on-demand advisement and consulting services. As a gesture of our commitment to continuing this journey with you, we have adjusted our fixed fee rate from \$1,800,000 to \$1,674,000. This results in a monthly price of \$139,500 for 12 months. We will provide 3 full-time staff equivalents as well as up to 700 project leadership hours as originally proposed. The full-time staff equivalents will work at the direction of ASES leadership and manage work based on their capacity. Our team will work with ASES leadership to define specific implementation schedules for each of the initiatives prioritized by ASES in the scope of services.

We look forward to continuing our work together and the opportunity to help turn your vision for the agency into a reality. If you have any questions, please feel free to contact me at [quinonescardona@deloitte.com](mailto:quinonescardona@deloitte.com) or by calling me at (732) 586-4689.

Sincerely,

Angel Quinones Cardona  
Principal  
Deloitte Consulting LL

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Deloitte Consulting LLP  
350 Carlos Chardon Avenue  
Suite 700  
San Juan, PR 00918

April 28, 2023

Ms. Edna Marin Ramos  
Executive Director  
PR Health Insurance Administration (ASES)  
PO Box 195661  
San Juan, PR 00919-5661

**RE: Notice of Need for Professional Services (NNSP): #2023-014-GP for Professional and Consulting Services for Project Management**

Dear Ms. Marin Ramos:

Deloitte Consulting LLP (Deloitte) is pleased to submit this response to the Puerto Rico Health Insurance Administration (ASES) to provide professional and consulting services for project management. Our response highlights our extensive experience working with Puerto Rico, CMS, and other Medicaid programs across the country on a variety of strategic and policy initiatives and demonstrates our capabilities in providing project management services for on-going transformation activities of Medicaid initiatives and writing reports requested by federal partners. We have assembled a team that brings extensive Medicaid knowledge, has a deep understanding of Puerto Rico's Medicaid program, and has experience working with ASES. We are excited by the opportunity to work together with you and your colleagues and support the strategic goals of ASES.

**Our Understanding**

To continually enhance the Medicaid program, ASES is seeking a trusted advisor to provide professional and consulting services for the following requirements:

- a. Project management services for the administration of ASES' strategic plan and public policy initiatives including but not limited to representation of ASES in connection to compliance with the requirements established by Public Law 116-94, which mandated that Puerto Rico define its strategy and roadmap to comply with initiatives related to Contract Reform, Contract Oversight, Program Integrity, and Financial Reporting.
- b. Consulting services and advisement to ASES on aspects of the on-going transformation activities of the Medicaid initiatives (Puerto Rico's Medicaid Enterprise System).
- c. Assist ASES in the provision of reports to Congress and the Center for Medicare and Medicaid Services (CMS) related to Puerto Rico's Medicaid Enterprise System and the differences between Puerto Rico's program and other similar State Programs.
- d. Assessment of the progress and current status of the specific requirements and initiatives related to the implementation plans adopted to comply with the mandates of P.L. 116-94.

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Our team’s experience exceeds the capabilities necessary to meet these requirements. The following section provides our response for each of the requirements stated in the notice.


**Our Experience**

Deloitte’s Medicaid advisory practice provides ASES access to leading national subject matter advisors (SMAs), including former Medicaid directors, who have addressed similar initiatives in their roles with CMS or with running other state Medicaid programs. Many members of our practice have experience with the Puerto Rico Medicaid Enterprise (PRME) specifically and are able to build on our direct knowledge of your agency and its unique relationship with the Puerto Rico Department of Health to effectively manage your Medicaid program. These advisors bring their unique and deep-standing relationships across the Medicaid and the healthcare landscape and are available to identify and share leading insights and best practices with ASES leaders.

Since September 22, 2020, Deloitte has been serving the Puerto Rico Medicaid Program and ASES in complying with the requirements established by P.L.116-94, a federal law which mandates that Puerto Rico define a strategy and roadmap to comply with initiatives related to Contract Reform, Contract Oversight, Program Integrity and Financial Reporting. That effort produced over 11 reports that were developed and submitted to Congress. These reports defined initiatives and provided detailed implementation plans delineating how Puerto Rico would comply with the Congressional requirements. Deloitte has continued our partnership with Puerto Rico by providing technical assistance with operationalizing some of the priority initiatives and implementation plans outlined in these documents.

The tables below provide a response for how our experience in Puerto Rico and in other states will help us exceed ASES’ requirements of this RFP.

**Project Management Services for the Administration of ASES’ Strategic Plan and Public Policy Initiatives**

Requirement	PROVEN EXPERIENCE 
<b>Requirement Description</b>	Project management services for the administration of ASES' strategic plan and public policy initiatives including but not limited to representation of ASES in connection to compliance with the requirements established by Public Law 116-94, which mandated that Puerto Rico define its strategy and roadmap to comply with initiatives related to Contract Reform, Contact Oversight, Program Integrity, and Financial Reporting.
<b>Our Relevant Prior Experience in Puerto Rico</b>	
From September 2020 through June 2022, Deloitte provided project management services to the Medicaid Program and ASES to make progress on the opportunities identified in various reports related to Contract Reform, Contract Oversight, Program Integrity, and Financial Reporting submitted to Congress on December 20, 2020. As a part of this effort, Deloitte:  ADMINISTRACION DE SEGUROS DE SALUD	

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### ***Contract Reform and Oversight***

- Defined and executed the project management approach with Puerto Rico Medicaid Enterprise (PRME) leaders and stakeholders including establishing a governance structure and assisting facilitation of regular leadership meetings to plan, prioritize, and decide on implementing initiatives outlined in the Contracting Reform Plan developed by the Deloitte team
- Conducted a high-level staffing analysis to assess PRME's ability to properly manage and enhance your Medicaid program based on the staffing levels that support other similarly sized state Medicaid programs
- Published a *Contracting Reform Playbook*, which gathered leading practices from comparable Medicaid programs, acknowledged key considerations, and identified potential actions and decisions to activate the Contracting Reform Plan. This Playbook served as a guide to implement the opportunities and initiatives identified in the Contracting Reform Plan
- Assisted PRME in preparing thorough responses to CMS' inquiries on Puerto Rico's contract oversight efforts published in the Contract Oversight and Approval report


### ***Program Integrity***

- Helped PRME establish an implementation workplan and timeline for Payment Error Rate Measurement (PERM) and Medicaid Eligibility Quality Control (MEQC) requirements in accordance with federal timelines
- Assessed PRME's current state capabilities and established a timeline for preparatory activities based on CMS guidelines. These included MEQC Verification Plan preparation, PERM and MEQC universe identification and submission, sampling preparation and stakeholder training, and comprehensive review of eligibility and provider enrollment documentation in advance of the PERM eligibility review
- Executed the project management approach by working with PRME to schedule educational kick-off sessions for PERM/MEQC staff and other stakeholders and initiating regular meeting cadence with MMIS, Eligibility, and MEQC teams to align on PERM/MEQC preparation status and compliance
- Reviewed CMS feedback to standard operating procedures and suggested/made updates based on areas for clarification and compliance
- Supported executive and congressional updates on progress made by Puerto Rico Medicaid enterprise to meet Program Integrity requirements.
- Conducted multiple interviews with Program Integrity Unit (PIU) staff to understand state processes and suggest improvements to efficiency
- Performed research and provided actionable insight into current reporting procedures including PIU policies, current procedure flow, and MMIS reporting to CMS.
- Performed analytics on PRME MCO 12 months of sample data and identified potential high risk for Fraud, Waste, and Abuse encounters to support PIU review and investigations.

### ***Financial Reporting***

- Developed excel-based tool to clearly summarize program expenditures to be reported as part of executive summary to CMS-64 to improve transparency
- Established quarterly and semi-annual reports to be submitted to Congress to establish consistent communication and evaluation of program initiatives
- Finalized and helped submit two annual reports in compliance with Congressional requirement P.L. 116-94, which aided in securing additional Federal funding

**Our Relevant Experience and Qualifications in Other States**

**MA**  The Commonwealth of Massachusetts Executive Office of Health and Human Services (EOHHS) has designed and is implementing an innovative payment and care delivery model that centers on transitioning more than one million Medicaid members to Accountable Care Organizations (ACOs) and community-based care coordination for behavioral health, long-term services and supports, and social services. Deloitte has been supporting the EOHHS Medicaid program (MassHealth) since September 2016 in its effort to transform how care is delivered and reimbursed through its Payment and Care Delivery Innovation (PCDI) project. EOHHS engaged Deloitte to stand up and manage a project management office (PMO) to lead the implementation and stabilization of this new and transformative program from a business and technology perspective. Deloitte continues to support the implementation of programs to provide community-based care coordination for behavioral health, long-term services and supports, and social services.

**Sample Activities Deloitte May Perform at the Request of ASES**

- Deloitte can support ASES with this requirement through the following activities:
- Draw upon our knowledge of ASES and Medicaid across multiple states to provide subject matter expertise and assist ASES to develop and manage a project work plan for the administration of your strategic plan and public policy initiatives
  - Facilitate regular status meetings to discuss strategic implementation and decision making
  - Maintain status reports to capture progress made on the work plan
  - Document, manage, and mitigate risks and issues that arise while managing the project work plan

**Consulting Services and Advisement on Aspects of the On-Going Transformation Activities of the Medicaid Initiatives (PR MES)**

Requirement	PROVEN EXPERIENCE 
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<b>Requirement Description</b>	Consulting services and advisement to ASES on aspects of the on-going transformation activities of the Medicaid initiatives (Puerto Rico's Medicaid Enterprise System).
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**Our Relevant Prior Experience in Puerto Rico**

- Deloitte provided ongoing strategic guidance and support to the Medicaid program and ASES leadership by undertaking analysis of submissions to CMS related to contracting oversight processes, reviewing rates and budget impacts of managed care plans, and serving as trusted advisors to support leadership transitions. Examples include:
- Brought a host of Deloitte and state SMAs across Medicaid, contracting reform, program integrity, and financial reporting to navigate implementation of the Congressional requirements established by P.L. 116-94 and tailor custom solutions that fit Puerto Rico's needs
  - Worked with PRME leadership to gather updates from key PRME stakeholders and prepare written responses to CMS inquiries on the Congressional reports related to contracting reform, program integrity, and financial reporting
  - Engaged with PRME and CMS in briefing on implementation activities outlined in the Congressional reports, including developing talking points and presentations for PRME leadership monthly meetings with CMS

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**Our Relevant Experience and Qualifications in Other States**



Our subject matter advisors work with CMMI and CMCS to provide technical assistance to states in driving the use of performance improvement tools and methodology in all work with state Medicaid agencies and specifically in the Innovation Accelerator Program (IAP). To date, our team has developed driver diagrams, supported performance improvement tools, delivered performance improvement training to CMS staff and Medicaid agencies, and provided performance improvement technical support to IAP participants.

**Sample Activities Deloitte May Perform at the Request of ASES**

Deloitte can support ASES with this requirement through the following activities:

- Bring in our Medicaid SMAs and share insights on up-to-date leading practices in Medicaid from other states
- Provide talking points and presentations for meetings with federal partners
- Conduct strategic planning workshops to uncover key challenges facing Puerto Rico Medicaid
- Respond to ad hoc strategic requests at the capacity of the team

**Report Development related to Puerto Rico's Medicaid Enterprise System and the differences between Puerto Rico's program and other similar State Programs**

**Requirement**

**PROVEN EXPERIENCE**



**Requirement Description**

Assist ASES in the provision of reports to Congress and the Center for Medicare and Medicaid Services (CMS) related to Puerto Rico's Medicaid Enterprise System and the differences between Puerto Rico's program and other similar State Programs.

**Our Relevant Prior Experience in Puerto Rico**

Between September 22, 2020 and April 2022, Deloitte helped PRME develop and submit several annual, semi-annual, and quarterly reports to Congress and to CMS to comply with the requirements established by P.L. 116-94. These reports give an update on progress made on the Congressional Requirements, outline the key structural differences between Puerto Rico's Medicaid program and other similar State programs (including the collaborative relationship across ASES and PR DOH, coverage requirements, and funding mechanisms), describe improvements made to the Medicaid program during the fiscal years, and Puerto Rico Medicaid's plans to continue program improvements into the future. As a part of this effort, key activities completed include:

- Held multiple meetings, interviews, and workshops with PRME leadership and Deloitte subject matter advisors to align on the goals for the development of the Annual Reports and gather updates on the progress made toward the requirements under P.L. 116-94
- Thoroughly reviewed 200+ documents including Government of Puerto Rico laws, regulations and executive orders to understand the procurement and contracting legal framework, program integrity practices, and financial reporting processes in place for the Government of Puerto Rico and how it is different from other State Medicaid programs
- Developed, reviewed with PRME leadership, and submitted Annual Reports to Congress in October 2020 and October 2021
- Developed and submitted the following reports to provide CMS and Congress with updates on Puerto Rico's progress toward the requirements under P.L. 116-94, in addition to the required 2020 and 2021 Annual Reports:

Quarterly Report submitted in January 2021

- Semi-Annual Report submitted in May 2021
- Quarterly Report submitted in July 2021
- Quarterly Report submitted in May 2022

**Our Relevant Experience and Qualifications in Other States**



Our team has served the State of Texas government for more than 40 years. We provided consulting services to the Texas Health and Human Services Commission (HCSC) regarding two reports required by the Texas Legislature through two separate Riders (60 and 61) in the State of Texas Appropriations Act from the 85th Texas Legislature. These consulting services included a study and report on potential cost savings in the administration of prescription drug benefits (Rider 60) and a comprehensive review of, and evaluation of managed care in Texas Medicaid and CHIP (Rider 61).

**Sample Activities Deloitte May Perform at the Request of ASES**

Deloitte can support ASES with this requirement through the following activities:

- Work with ASES to inventory the required reports for the next year and develop a work plan for meeting the deadlines of each
- Conduct interviews with key ASES stakeholders to gather updates and align on goals for the development of the reports
- Draft the report by packaging the updates gathered from key ASES stakeholders
- Provide companion documents summarizing report information to be shared with Congressional leadership, CMS leadership, or other stakeholders, synthesizing key elements of the documents
- Respond to questions or feedback received from Congress or CMS related to content of the reports and create talking points to support ASES leadership in your responses

**Current State Assessment of Implementation Plans Adopted to Comply with Mandates of P.L. 116-94**

Requirement	PROVEN EXPERIENCE
<b>Requirement Description</b>	✓
Assessment of the progress and current status of the specific requirements and initiatives related to the implementation plans adopted to comply with the mandates of P.L. 116-94.	
Our Relevant Prior Experience in Puerto Rico	
Following submission of the 11 reports to Congress on December 20, 2020, Deloitte assisted the Medicaid Program and ASES to continue to make progress on the opportunities identified in the Congressional reports. As a part of this effort, key activities completed include:	
<b>Contracting Reform</b>	
<ul style="list-style-type: none"> <li>• Researched federal guidance and leading procurement practices of peer states with similar financial resources and staffing capacity to help identify areas where Puerto Rico's existing contracting procedures and practices could be updated</li> <li>• Assessed Puerto Rico Medicaid's current procurement process and conducted a gap analysis with these baseline practices and federal guidance to identify areas of enhancement</li> <li>• Developed Standard Operating Procedures (SOPs) and process maps capturing Puerto Rico Medicaid Enterprise's high-level processes and oversight activities in competitive bid evaluation, non-competitive procurements, and procurement and contracting transparency</li> </ul>	

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- Developed a Training and a Communications Plan to operationalize the SOPs for competitive bid evaluation, non-competitive procurements, and procurement and contracting transparency

**Program Integrity**

- Conducted multiple interviews with Program Integrity Unit (PIU) staff to understand state processes and suggest improvements to efficiency, and enhanced alignment across the PRME
- Established a current state and future state vision for the PRMP PIU, with a roadmap to include process, technology, and talent gaps to be addressed in the immediate, short, and long terms
- Aligned PRMP-PIU to State Program Integrity leading practices, and those approved by CMS
- Developed and delivered training and communication for key Program Integrity stakeholders to understanding PI leading practices

**Financial Reporting**

- Developed excel-based tool to clearly summarize program expenditures to be reported as part of executive summary to CMS-64 to improve transparency
- Established quarterly and semi-annual reports to be submitted to Congress to establish consistent communication and evaluation of program initiatives
- Finalized and helped submit two annual reports in compliance with Congressional requirement P.L. 116-94, which aided in securing additional Federal funding

**Our Relevant Experience and Qualifications in Other States**



Deloitte partnered with the Pennsylvania Office of Medical Assistance Programs (OMAP) leadership to thoroughly assess the current state of operations, conduct interviews, and research industry trends and best practices from peer states. This comprehensive approach established a solid understanding of the agency's existing organization structure and informed the development of a future-oriented Medicaid organization. Our analysis consolidated over 415 functional statements and identified gaps in the organization, which allowed us to create a redesigned, functions-based operating model spanning 6 Bureaus, 25 Divisions, and more than 300 personnel.

Deloitte's comprehensive reorganization efforts prepared OMAP for the future of government and healthcare administration by enhancing efficiency and resource utilization. The reorganization added capabilities to enable the agency to meet the needs of consumers, generate efficiencies in operations, and integrate fee-for-service, managed care, and the Children's Health Insurance Program (CHIP) to optimize resource utilization.

**Sample Activities Deloitte May Perform at the Request of ASES**

Deloitte can support ASES with this requirement through following sample activities:

- Conduct interviews with key ASES stakeholders to gather updates on the current status of the specific requirements and initiatives related to the implementation plans adopted to comply with the mandates of P.L. 116-94
- Assess progress made on the initiatives and conduct gap analysis with baseline practices to identify areas of improvement
- Provide recommendations for how best to address potential gaps or areas for improvement and create action plans for how to achieve those improvements
- Engage with ASES leadership and staff to manage implementation of action plans and document achievements made

## Deloitte's Proven Team

We understand that assembling the right team members with the appropriate blend of skills and experience is essential to planning for the future of Medicaid delivery across the island. As a firm, we have an extensive presence in Puerto Rico, knowledge of your Medicaid program, and experience supporting your compliance with the Congressional requirements described in P.L. 116-94.

Our leadership team and practitioners below have a wide variety of experience working in Puerto Rico and are representative of individuals that may be available to support this work.

## Deloitte's Leadership and Subject Matter Advisors Available to ASES

### ***Angel Quiñones Cardona, Overall Engagement Executive***



Angel is a Principal with over 27 years of consulting experience serving the Government and Public Services (GPS) Industry at Deloitte Consulting. He has led large-scale engagements for the entire system development life cycle, quality assurance, strategic information systems planning, and operations assessment engagements. His industry experience has included the delivery of projects for Health and Human Services, Homeland Security & Emergency Preparedness, Justice & Public Safety, Finance & Administration, Transportation, Labor & Human Resources, and Education clients.

Angel has led the Electronic Health Records market for the GPS Industry and served as the Lead Consulting Partner for the State of New York. He is currently delivering projects critical projects in the Commonwealth of Puerto Rico.

### ***Tim FitzPatrick, ASA, Engagement Executive***



Tim has more than 20 years of health care experience and leads Deloitte's State Health Transformation Services practice. Tim brings direct experience supporting the Puerto Rico Medicaid Program as well as national experience working with three of the nation's largest Medicaid programs including New York, Texas and Pennsylvania, other state government agencies, employers, plans and provider groups on public health care initiatives such as program transformation, value-based purchasing, program monitoring, financial analysis, project management, underwriting, benefit design, reimbursement strategy, waiver support, and pricing/rate setting. Tim has demonstrated ability leading teams in program assessments, options development and analysis, regulation compliance, vision and strategy development, and implementation planning. Tim's project experience includes assisting health care transformation efforts across several state Medicaid programs including Georgia, Iowa, Puerto Rico, Kentucky, Maine, Massachusetts, Minnesota, Missouri, New York, North Dakota, Ohio, Pennsylvania, Rhode Island, Texas, Virginia, and Wisconsin. He is an Associate of the American Academy of Actuaries (ASA) and a member of the American Academy of Actuaries (MAAA).

***Amanda Harris, Engagement Executive***



Amanda is a Principal in Deloitte's State Health practice with 17 years of public sector experience in areas of project management, strategic planning, data analytics for business operations, business process improvement, Medicaid and HCBS operations transformation, provider enrollment, and HHS policy. Amanda's experience includes leading projects in multiple state HHS agencies and with the Centers for Medicare and Medicaid Services (CMS).

She has spent over six years leading extensive research, data and policy analysis for Pennsylvania's Department of Human Services across Medicaid and various HCBS programs to improve service delivery. For two years, Amanda led the CMS Center for Program Integrity technical assistance team for provider enrollment where she conducted site visits, operational and compliance assessments, and built strategic roadmaps for eighteen state Medicaid programs to enhance their provider enrollment and program integrity operations. Additionally, Amanda is a former senior policy advisor for the Wyoming Department of Health.

***Jim Hardy, Sr. Subject Matter Specialist, Medicaid Transformation***



Jim is a Specialist Executive with over 30 years of Medicaid and health care experience, including serving as Pennsylvania's Medicaid Director. He helps states improve the performance of their managed care programs and develops new payment and delivery models that increase value, improve quality and control costs for Medicaid's most complex populations. Jim also works with states to improve the organizational efficiency of their Medicaid programs and develops

new approaches to consumer directed care and long-term services and supports.

***Nichole Ramsey, ASA, Project Manager for Financial Reporting***



Nichole is a health actuary with more than 14 years of experience delivering actuarial and financial solutions to state and government clients, health plans, employers, provider groups, and integrated health systems. She is a subject matter advisor on quality-based and value-based payment structures, and health claims opportunity analysis modeling. She also supported the State of Texas HHSC in providing consulting services including a study and report on a

comprehensive review of, and evaluation of managed care in Texas Medicaid and Children's Health Insurance Program (CHIP) (Rider 61). Nichole has also supported the State of Texas in conducting a COVID impact survey of Texas providers, evaluating their LTSS reimbursement methodology, and supporting Texas in analyzing the impact of transitioning to EAPGs for outpatient reimbursement. Nichole also supports the State of Georgia in development of Medicaid financial and pharmacy dashboards, as well as directed payment program management. Nichole led the Financial Reporting team to support PRMP with P.L. 116-94. Nichole continues to serve PRMP and ASES today through various ad hoc financial analyses. Nichole is an Associate of the American Academy of Actuaries (ASA) and a member of the American Academy of Actuaries

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***Amina Popowich, Sr. Subject Matter Specialist for Program Integrity***



Amina Popowich is part of our Program Integrity where she leads our State projects. She has over 19 years of experience in assisting Government agencies with business process improvement, conducting risk assessments, performing compliance reviews, and providing support to address Inspector General and other governing entity inquiries. Her specific experience in maturing program integrity operations, leading strategy development, implementing enterprise governance structures, measuring performance and savings, implementing predictive analytics systems and methodologies, and leading organizational change. Amina is focused on bringing innovative Program Integrity solutions to State Health and Human Services agencies. She specializes in working with State agencies to enhance their ability to take a strategic, actionable, and measurable approach to program execution with a focus on program impact and outcomes.

**Deloitte's Representative Staff that may be Engaged on this Project**

***Hilary Kennedy, Project Manager***



Hilary is a Manager in the Government and Public Services (GPS) Core Business Operations practice. She has experience providing leadership development support and technical assistance to senior state officials, including Medicaid Directors and Governors' staff around state health programs, including Medicaid, public health, and health insurance marketplaces, and conducting qualitative research and analysis on a range of health care topics, such as delivery system reforms, behavioral health integration, and alternative payment models. Prior to joining Deloitte, Hilary worked in the non-profit sector supporting state policymakers in implementing policies and systems changes to improve access to and the delivery of care for vulnerable populations. Hilary also has experience in leadership skills development; stakeholder engagement; proposal and project development; project management; event planning and execution; and outreach and strategic communications.

***Aarti Pandit, Functional Task Lead 2***



Aarti is a Senior Consultant in the Government and Public Services (GPS) Core Business Operations practice. She has 5 years of experience supporting Medicaid programs in the state of Texas, the state of Tennessee, the state of New Mexico, and the Commonwealth of Puerto Rico with business process improvement, strategic planning, program management, prioritization and roadmap development. She supported the Commonwealth of Puerto Rico with writing the Congressional reports to comply with the mandates of P.L. 116-94 submitted to Congress in December 2022 and then supported the implementation of priority initiatives from the Contracting Reform Plan. Prior to joining Deloitte, Aarti worked as a Supply Chain Manager at a healthcare non-profit social enterprise which ran a network of charitable clinics in Mumbai, India which provide high quality and free-of-cost primary-preventive healthcare services for acute illnesses, chronic

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conditions, and diagnostics. She has received her Master's in Healthcare Policy and Management from Carnegie Mellon University.

***Lauren Kalbfell, Business Analyst 1***



Lauren is a Public Health Consultant with 5 years of experience supporting state Medicaid programs, 2.5 years consulting to support the state of Virginia, the Commonwealth of Puerto Rico, and the state of Ohio in healthcare system strengthening, policy analysis and research, and business operations transformation project management. She supported Puerto Rico Medicaid in reforming contracting processes by researching and authoring new Standard Operating Procedures for Medicaid procurement. She also worked two years at Texas Health and Human Services Commission as a Senior Policy Analyst implementing their 1115 Medicaid waiver Delivery System Reform Incentive Payment (DSRIP) Program. She is a subject matter advisor in Medicaid operations, quality-based and value-based incentive payment systems, and the social drivers of health. Prior to her work in Medicaid, Lauren worked in non-profit programming for 4 years and received her Master's in Public Health from Columbia University.

***Maria Fendrich, Business Analyst 1***



Maria is a health actuary with 4 years of experience delivering actuarial and financial solutions to Commercial and Public Sector clients. Throughout her career, she has consulted for health plans, health care providers, pharma manufacturers, and government agencies, on matters such as data analytics; value-based contracting; strategy and pricing; and Medicare Advantage bid review. She has supported multiple Medicaid clients including the State of Texas as well as Puerto Rico through a variety of tasks including, but not limited to, financial analysis, dashboard development, rate study research, and more. Maria supported Financial Reporting team leveraging her actuarial and Spanish-speaking background to aid PRMP with P.L. 116-94.

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### Deloitte’s Engagement Schedule and Fees

To support ASES we propose a fixed fee for this engagement to support on-demand advisement and consulting services. This will support 3 full-time staff equivalents, as well as up to 700 project leadership hours. The full-time staff equivalents will work at the direction of ASES leadership and manage work based on their capacity. Our team will work with ASES leadership to define specific implementation schedules for each of the initiatives prioritized by ASES in the scope of services. A monthly status report will be submitted by the 10<sup>th</sup> day of the following month that will indicate activities performed in the four scope of service areas and planned activities for the next month. Any decisions or risks to the project will also be documented. ASES will review and approve the Monthly Status within 10 business days. Upon approval, an invoice will be issued for the fixed amount each month. Please note that the fees in the table below are for professional fees and related travel expenses only and do not include other expenses such as any needed licenses for software. Additional expenses required for any agreed upon task order will be disclosed and approved by ASES before incurring. Related travel expenses included in the fees allow for estimated travel once every other month for three people and include normal expenses such as airfare, lodging, transportation, or meals and are valid for the term of the initial contract.

Deliverable	Fee	Due Date
July 2023 Monthly Status Report	\$155,000	August 10, 2023
August 2023 Monthly Status Report	\$155,000	September 10, 2023
September 2023 Monthly Status Report	\$155,000	October 10, 2023
October 2023 Monthly Status Report	\$155,000	November 10, 2023
November 2023 Monthly Status Report	\$155,000	December 10, 2023
December 2023 Monthly Status Report	\$155,000	January 10, 2024
January 2024 Monthly Status Report	\$155,000	February 10, 2024
February 2024 Monthly Status Report	\$155,000	March 10, 2024
March 2024 Monthly Status Report	\$155,000	April 10, 2024
April 2024 Monthly Status Report	\$155,000	May 10, 2024
May 2024 Monthly Status Report	\$155,000	June 10, 2024
June 2024 Monthly Status Report	\$155,000	July 10, 2024
<b>Total</b>	<b>\$1,800,000</b>	

Should ASES require services beyond 3 full-time staff equivalents and 700 project leadership hours, as specified above, we propose a Task Order based approach to deliver the additional services. To support ASES we propose a Task Order based approach. For each Task Order Deloitte will coordinate with ASES to align on the scope of services, timeline and deliverables. Each task order will include the proposed fees either on a fixed fee price or rate card basis depending on the scope of work. A proposed rate card is provided below for SFY 2024. For optional years beyond SFY 2024, an annual inflator of 5% will be applied for each applicable fiscal year. Continuity of committed staffing will be considered in the planning.

Our services can be authorized as follows:

1. ASES will request our service through a proposed Task Order  
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2. For each Task Order, Deloitte will document the scope of services to be required
3. Each Task Order will include a fixed fee price for the scope of services or an estimate of total fees based on estimated staff and the agreed upon rate card along with the appropriate payment schedule.
4. Upon approval of the Task Order by ASES, we will provide the requested service according to the terms of the mutually finalized and executed Task Order
5. If a Task Order is structured based on estimated staff and the agreed upon rate card; and the estimated cost of the Task Order were to be reached, Deloitte will not perform services beyond the agreed upon amount, regardless of status of the services, until approved by ASES along with the required funding.

Deloitte is proposing a rate card that would be applied to a level of effort that is agreed upon with ASES for each specific task request. Scope-based project task orders are an approach we have used to support several state Medicaid clients. It provides a good way to align on the scope of work, timing and deliverables that clearly define expectations. Deloitte can assist ASES no matter with varying the type, size, or complexity of the request. We have the depth and breadth to support multiple task orders at a time, providing ASES with agility needed to meet increasingly aggressive and ambitious policy and program timelines.

Please note that the rates in the table below are for professional fees and related travel expenses only and do not include other expenses such as any needed licenses for software. Additional expenses required for any agreed upon task order will be disclosed and approved by ASES before incurring. Related travel expenses included in the rates allow for estimated travel once every month for four people and include normal expenses such as airfare, lodging, transportation, or meals and are valid for the term of the initial contract. Deloitte is committed to work with ASES and is available to travel on short notice to be in person at meetings as desired by ASES. Should ASES prefer fees that exclude travel expenses, we will provide an updated rate.

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Staff Category	Rate
<b>Engagement Executive</b>	\$400
<b>Sr. Subject Matter Specialist</b>	\$400
<b>Project Manager</b>	\$355
<b>Functional Task Lead 1</b>	\$340
<b>Functional Task Lead 2</b>	\$325
<b>Business Analyst 1</b>	\$290
<b>Business Analyst 2</b>	\$260
<b>Clerical</b>	\$105

The Deloitte team can tailor and customize our resources, approach, and methodologies to meet each Task Order effort. We bring rigor and predictability through our methods and tools that aid in areas of objective financial analysis associated with assessment, evaluation, planning, and reporting, and have the knowledge to conduct detailed and actionable analysis of changes to the regulatory environment and potential policy changes. The Deloitte team recommends leveraging the prior contract agreement with the agency. While the RFP did not request References, we would be happy to provide upon request.

We look forward to our continued relationship with ASES and the Medicaid Enterprise agencies as we build the strategy, operations, and compliance capabilities to support the growth and sustainability of Puerto Rico's Medicaid program. If you have any questions, please feel free to contact me at [aquinonescardona@deloitte.com](mailto:aquinonescardona@deloitte.com) or by calling me at (732) 586-4689.

Sincerely,



Angel Quinones Cardona  
Principal  
Deloitte Consulting

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**Appendix – Deloitte Response Assumptions**

- Prior to initiating task orders and consulting services, Deloitte and ASES will discuss and address any perceived or real conflicts of interest. It is our standard practice to avoid potential conflicts of interest by seeing that no Deloitte principals or staff work concurrently for both ASES and any organization with an affiliation with any entity with respect to the services being provided in the agreed upon scopes of work. In cases where an entity poses potential for a direct conflict of interest, we will work with ASES to remove any potential services that would pose such a conflict from the scope.
- The type and amount of work being performed at any given time is expected to vary, depending on the agreed upon Task Orders, but the parties will work together to manage the staffing levels for continuity purposes.
- For each Task Order agreed to by Deloitte and ASES, ASES will provide and manage resources to execute their responsibilities for task order activities.
- ASES shall be solely responsible for, among other things (i) the performance of its personnel and agents; (ii) the accuracy and completeness of all data and information provided to Deloitte for purposes of the performance of the Services; (iii) making all management decisions, performing all management functions, and assuming all management responsibilities; (iv) evaluating the adequacy and results of the Services; and (v) establishing and maintaining internal controls, including monitoring ongoing activities.
- Deloitte will provide considerations to ASES but will not be acting on behalf of ASES. ASES is responsible for all final decisions.
- ASES will provide data and documentation needed to complete the services as needed in a timely manner.
- ASES will work closely in collaboration with Deloitte to meet the agreed upon timelines by making project decisions and providing deliverable approvals.
- Our response is being made subject to the condition that Deloitte and ASES subsequently reach and enter into a mutually acceptable definitive written agreement for the proposed services. The Deloitte team recommends leveraging the prior contract agreement with the agency.

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