

2024-000037

ADMINISTRACION DE  
SEGUROS DE SALUD

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

24 - 00037

Contrato Número

### PROFESSIONAL SERVICE AGREEMENT

This Agreement for Professional Services (this "Agreement") is made and entered into by and between the **Puerto Rico Health Insurance Administration**, a public corporation of the Government of Puerto Rico created by Act Number 72 of September 7, 1993, as amended, (hereinafter referred to as "**ASES**" by its Spanish acronym), represented by its Executive Director, Edna Y. Marín Ramos, MA, of legal age, single and resident of Guaynabo, Puerto Rico; and **Ad Astra Solutions, LLC**, a limited liability corporation organized and authorized to do business under the laws of the Government of Puerto Rico (hereinafter referred to as "**SECOND PARTY**"); represented by José Santiago Ramos, of legal age, married, and resident of Guaynabo, Puerto Rico, authorized to appear herein by a Certificate of the Professional Services Providers Registry (RUP, by its Spanish acronym), number **202329177**, issued 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 and subject matter expertise in the areas of:
  - General Government affairs
  - Grant management / FEMA obligated funds and program requirements
  - Financial specialists, data analytics and management specialists, and Certified Public Accountants
  - Licensed Attorneys to assist with general legal framework decisions and design.
2. The services to be provided by the **SECOND PARTY** shall encompass the following subjects and objectives, as specified in the Proposal and Scope of Work for NNSP-2023-016-FIN, and incorporated as integral part of this Agreement:
  - Grant Management Services and all related workstreams in the grant management cycle
  - Provide support to workstreams performed by ASES's Finance Department, including preparation of budgets, financial and

expenditure reports according to government processes.

- Financial Reporting
  - Provide support in the analysis of potential findings, preparation of CAPs, if needed, and in the preparation of programmatic policies and procedures
  - General management support and assistance in workstreams, should it arise.
  - Provide support regarding the topic of municipal contributions required by law, and its corresponding affairs along with Puerto Rico Fiscal Agency and Financial Advisory Authority and Management and Budget Office (AAFAP and OGP for their Spanish acronyms respectively).
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.

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.

- EMR
- M
4. The **SECOND PARTY** represents that it has full knowledge of any applicable federal or local law impacting the GHIP sponsored by the Commonwealth of Puerto Rico and the advice and services to be provided will consider such laws and regulations, including, but not limited to, the Balanced Budget Act of 1997, as amended; Social Security Act, as amended; the Medicaid Managed Care Regulations, as amended and Puerto Rico State Plan.
5. **ASES** shall compensate **SECOND PARTY** for the term of this Agreement, the maximum amount of **one hundred fifty thousand dollars (\$150,000.00)** for services rendered only. Said amount may be increased subject to written approval by either the Executive Director or Sub - Director. **SECOND PARTY** is responsible for tracking the available balance under this Agreement.
6. **ASES** shall pay **SECOND PARTY** the following rates per hour, for each professional staff:

Classification	Rate
Senior Managing Director	\$215.00
Managing Director	\$190.00
Senior Director	\$155.00

ADMINISTRACION DE  
SEGUROS DE SALUD

24 - 00037

Director	\$135.00
Manager	\$120.00
Senior Associate	\$95.00
Associate	\$85.00
Support Staff	\$50.00

7. 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**.
8. **SECOND PARTY** shall submit monthly, detailed certified invoices to ASES for services rendered in a month within the first five (5) days of the month following the period involved. If the invoice is not submitted within the first five (5) days of the month following the period involved, payment may be issued within the following month. Each invoice shall include an itemized detail of the services rendered, 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:

EMR  
MM

Contract Number: Balance \$ _____ Invoice detail xxx                     \$ _____ Invoice xxx                                 \$ _____ Invoice xxx                                 \$ _____ Current invoice xxx                     \$ _____  Balance at the date of this invoice     \$ _____	ADMINISTRACION DE SEGUROS DE SALUD  <b>24 - 00037</b>  Contrato Número
---	---

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:

- Example: Invoice for the federal program MMIS
- Example: Invoice for the federal program HITIMPLEMENTATION
- Example: ASES regular invoice

9. **SECOND PARTY** shall submit all invoices in duplicate form. **ASES** will review the invoices and will proceed with proper payment if they are adequate. **ASES** will administer the payment by means of an electronic transfer pursuant to Appendix

B of this Contract. **ASES** reserves the right to review all the invoices and perform all necessary audits. The invoice shall include the following certification in Spanish:

ADMINISTRACION DE  
SEGUROS DE SALUD

24 - 00037

Contrato Número

*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.*

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

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

POSTAL ADDRESS

Edna Y. Marín-Ramos  
Executive Director  
Administración de Seguros de Salud

P.O. Box 195661  
San Juan, PR 00919-5661

PHYSICAL ADDRESS

Edna Y. Marín-Ramos  
Executive Director  
Administración de Seguros de Salud

1549 Calle Alda  
Urb. Caribe  
San Juan, PR 00926-2712

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

12. **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** records relating to **SECOND PARTY's** services under this Agreement.

13. **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.

14. Neither this Agreement, nor the services to be provided hereunder, may be assigned or subcontracted without the written approval of ASES. The request to contract a third party must specify the matters in which he/she will intervene and

must be submitted in writing. This request must: (1) be submitted in writing, (2) identify the Subcontractor, (3) specify the tasks in which the Subcontractor will intervene, and (4) disclose the remuneration that the Subcontractor will receive for the work carried out, and the profit margin, if any, that **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 **SECOND PARTY**, the Subcontractor must submit all the documents and certifications required from **SECOND PARTY** for the government contracting. See Circular Letter No. 1300-16-16 of the Puerto Rico Treasury Department.

15. **SECOND PARTY** acknowledges the proprietary and confidential nature of all internal, non-public, information systems, financial and business information relating to **ASES**, the Government of Puerto Rico, its agencies, corporations, and municipalities and their personnel. **SECOND PARTY** and its employees shall keep in strict confidence all such information and shall not make public or disclose any said materials without the previous written consent of **ASES**. **SECOND PARTY** will ensure that any authorized subcontractor or expert is subject to this confidentiality obligation. The obligations for confidentiality in this agreement shall survive termination by both parties and the expiration of this agreement.

EMR  
M

16. **SECOND PARTY** will furnish **ASES** with reports, analysis, or other such materials as **ASES** may reasonably request, which, to the extent prepared by **SECOND PARTY** specifically and exclusively for **ASES** shall at all-time be the property of **ASES**, subject to **SECOND PARTY**'s reservation of right below and the limitations on distribution of **SECOND PARTY** work product to third parties of this Agreement. **ASES**, however, acknowledges that **SECOND PARTY** may develop for itself, or for others, problem solving approaches, frameworks or other tools and processes developed in performing the Project and any additional services provided hereunder, and **SECOND PARTY** will retain all copyright, patent and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience owned or possessed by **SECOND PARTY** before the commencement of, or developed or acquired by **SECOND PARTY** during or after the performance of the Service and nothing contained herein precludes **SECOND PARTY** from developing or disclosing such materials and information provided that the same do not contain or reflect confidential information of **ASES**. All such problem-solving approaches, frameworks or other tools and processes and any additional services shall be the exclusive property of **SECOND PARTY** upon creation and no rights are granted to **ASES** or any third party. The Parties will sign a mutually agreed Business Associate Agreement.

ADMINISTRACION DE  
SEGUROS DE SALUD

24 - 00037

Contrato Número

17. All output from the **SECOND PARTY** system created from data, documents, messages (verbal or electronic), reports, or meetings (hereinafter referred to as "ASES Data and Information") involving or arising out of or in connection with this Agreement is property of **ASES**, subject to the reservation of rights contained in Section 16 above. Hence, all the documents related to the Agreement will be subject to evaluation and audits, and shall be made available, within a reasonable period and without modifications, for evaluation by **ASES's** personnel or their authorized representatives. Additionally, **ASES** will have the right to copy all the documents requested, at no cost.

In the same way, all documents related and produced because 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), whenever requested. In the event that **ASES** request copies of these, 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 PRHIA's auditors and a breach of Contract subject to penalties and sanctions.

18. No deliverable, report, or data created by the **SECOND PARTY** for **ASES** that is necessary to fulfilling the **SECOND PARTY's** responsibilities under the Agreement, as determined by **ASES**, shall be considered proprietary of the **SECOND PARTY**, except to the extent the **Second Party's** rights are reserved as set forth in Section 16.

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

20. The **SECOND PARTY** is required to perform transfers of knowledge on a continuous basis with **ASES** personnel. The **SECOND PARTY** will be responsible of delivering reports regarding current work and completed work to the area that administers this agreement, each six (6), nine (9) months 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. **SECOND PARTY** must have completed a transfer of knowledge that will guarantee an orderly continuity of services and labor, including manuals, instructions and any other materials required to provide continuity and ensure that **ASES** personnel knows and understands completed and uncompleted tasks, as well as the status and items pending to complete unfinished tasks.

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

EMR

22. The **SECOND PARTY** shall not deny access to **ASES's** Data under any case or circumstances, nor retain **ASES's** Data while controversies between **ASES** and the **SECOND PARTY** are resolved and finally adjudicated.

M

23. **SECOND PARTY** acknowledges the Health Insurance Portability and Accountability Act of 1996 (better known as HIPAA), and that its privacy and security rules require any entity covered by said legislation to train its workforce in their provisions on privacy, confidentiality and security of protected information, as defined in the Act and its regulations. The Act requires the covered entity to set policies and procedures relating to privacy, confidentiality, creation, management, transmission, and access of protected information, and to train its workforce in such policies and procedures. **SECOND PARTY** acknowledges that it is subject to compliance with the policies and procedures of HIPAA and **ASES's** procedures established for compliance with HIPAA and its regulations. Hence,

ADMINISTRACION DE  
SEGUROS DE SALUD

24 - 00037

**SECOND PARTY** must comply with all terms and policies of the HIPAA and must follow all standards for the handling of protected information. **SECOND PARTY** should ask all employees, subcontractors or agents to abide by the restrictions and conditions that apply to them in the management of protected information. **SECOND PARTY** certifies that it meets the standards set out on HIPAA and its regulations, as well as on any other state law that protects the privacy, confidentiality and security of information. **ASES** reserves the right to cancel this contract if **SECOND PARTY** does not comply with this section of the Agreement, the HIPAA, its regulations, and any state law or regulation regarding privacy, confidentiality and security of information.

The parties agree to sign a Business Associate Agreement.

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

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

EMIR

M

ADMINISTRACION DE  
SEGUROS DE SALUD

24 - 00037

Contrato Número

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.

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

26. Completion of the agreed-upon Scope of Work and each of its discrete deliverables, milestones, reports, etc. is contingent upon the timely, effective and complete fulfillment of the **ASES** obligations noted herein. **ASES** will provide all



necessary and reasonably requested information, direction and cooperation to enable **SECOND PARTY** to provide the Services in a timely fashion. **ASES** agrees that **SECOND PARTY** shall use all information and data supplied by **ASES** or on its behalf without independently verifying the accuracy, completeness or timeliness of it. **SECOND PARTY** will not be responsible for any delays or liability arising from missing, delayed, incomplete, inaccurate or outdated information or data attributed to **ASES**. No liability, damages, penalty or default of any sort shall be attributed to **SECOND PARTY** without the fulfillment of these obligations by **ASES** in a manner that is timely, effective and satisfactory to both Parties.

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

*EMR*  
*MM*  
**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. **SECOND PARTY** also represents conflicting interests when its conduct is described as such in the standards of ethics applicable to its profession, or in Puerto Rico's laws and regulations.

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

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

**28. Termination:**

- A. This Agreement may be terminated by **ASES** for any reason and at any time upon thirty (30) days written notice to **SECOND PARTY**.
- B. Furthermore, **SECOND PARTY's** failure to comply with its duties and responsibilities and to perform the services set forth herein, or its negligence or unlawful behavior in the execution of the Agreement, shall constitute a breach of the Agreement by **SECOND PARTY** that entitles **ASES** to terminate this Agreement immediately without prior notice. **ASES** may also terminate this Agreement immediately without prior notice if probable cause for arrest is found or a judgment of conviction is entered against **SECOND PARTY** or any of its officers,

employees, or subcontractors authorized by ASES under this Agreement, for any crime against the treasury, public faith, or for crimes involving public funds or property, either of state or federal origin; or if an extraordinary fiscal situation arises that justifies an immediate budget cut.

- C. It is expressly agreed that **SECOND PARTY** will conclude any pending work at the time of cancellation of the contract, as required by **ASES**. **ASES** will not be obliged to pay additional compensation to the agreed under this contract. **SECOND PARTY** will not be entitled to any additional compensation except the already billed until that date. 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** 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.

**29. Conflict of Interest:**

- A. **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 as employees of any agency, instrumentality, public corporation, or municipality of the Government of Puerto Rico.
- B. **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**. If such conflicting interests arise after the execution of this Agreement, **SECOND PARTY** shall notify **ASES** immediately.
- C. **SECOND PARTY** certifies that it does not have other contracts with government agencies, public corporations, or municipalities of the Government of Puerto Rico. If **SECOND PARTY** have any other contract with the Government of Puerto Rico, it will be disclosed by written communication to **ASES** stating the amount of the contract and its effective date and termination.

**30. Subcontractors:**

- A. **ASES** and **SECOND PARTY** agree that **SECOND PARTY** status hereunder, and

ADMINISTRACION DE  
SEGUROS DE SALUD  
24 - 00037

the status of any agents, employees and subcontractors or experts engaged by **SECOND PARTY** shall be that of an independent contractor only and not that of an employee or agent or **ASES**. **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. **SECOND PARTY** shall not have any power or right to enter into agreements on behalf of **ASES**.

### 31. 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) issued 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 **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 **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.
- 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 that as of the date of execution of this Agreement and during the past five (5) years, it has not been required to file Puerto Rico tax returns, and Social Security tax returns with the U.S. Government as required by applicable law. **SECOND PARTY** has submitted a Negative Certification of Debt from the Treasury Department of the Government of Puerto Rico.
  - 1. It is expressly acknowledged that this is an essential condition of this Agreement, and if

ADMINISTRACION DE  
SEGUROS DE SALUD

24 - 00037

Contrato Número

EMR

M

ADMINISTRACION DE  
SEGUROS DE SALUD

24 - 00037

Contrato Número

this certification is incorrect, **ASES** shall terminate this Agreement immediately and **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 **SECOND PARTY** or any of its officials or other parties which **ASES** authorizes **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 non-resident partnerships, for payment of interests, dividends, and other earnings shares to residents, and social security for chauffeurs.

- EMR
- MM
- 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 **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 **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. **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 **SECOND PARTY** will have to reimburse **ASES**.

- vi. Agrees to pay all unemployment insurance premiums due in accordance with applicable law. **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 **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. **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 **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. **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 **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

EMR

M

ADMINISTRACION DE  
SEGUROS DE SALUD

24 - 00037

Contrato Número

ADMINISTRACION DE  
SEGUROS DE SALUD

24 - 00037

Contrato Número

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

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

33. **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. **SECOND PARTY** is not entitled to fringe benefits, such as retirement or disability. **ASES** will neither retain, nor discount, any amounts from payments made to **SECOND PARTY** for income tax purposes or for Social Security, except those applicable in accordance with the Puerto Rico Internal Revenue Code and its regulations.

34. **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.

- A. The Code of Internal Revenue establishes that **ASES** will withhold ten (10) percent from the professional services payment rendered under this Agreement, if it is a foreign corporation under the law of any state, twenty (20) percent of the payment will be withhold and if it is a foreign corporation under the law of other country, it will be withhold twenty-nine (29), percent unless the **SECOND PARTY** presents to **ASES** a retention waiver from the Treasury Department of the Government of Puerto Rico. The items to defray the subsistence allowance, accommodation or other similar expenses will not be subject to withholding.

35. **SECOND PARTY** warrants and agrees that in the provision of services under this Agreement it will not discriminate based on race, color, gender, origin or social status, age, political or religious beliefs or any other discriminating cause. **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.

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

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

38. Documents presented by the **SECOND PARTY** that will become part of the Contract:

- 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 La.
- E. Evidence of active registry on the System for Award Management (SAM).

ADMINISTRACION DE  
SEGUROS DE SALUD

24 - 00037

39. **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.

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

41. 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:

ADMINISTRACION DE  
SEGUROS DE SALUD

24 - 00037

Contrato Número

**Ad Astra Solutions, LLC**  
1353 Luis Vigoreaux Ave.  
PMB 666  
Guaynabo, PR 00966

**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.

42. **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**.

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



44. 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.

45. This Agreement shall be governed by and construed in accordance with the laws of the Government of Puerto Rico. If any dispute occurs between the Parties and if the Parties agree, they may attempt in good faith to resolve the dispute. If the Parties agree to mediation, they will choose a mutually acceptable mediator with a background in insurance, actuarial science, or law. If such mediation fails after a good faith effort has occurred, a party may institute litigation or if the parties did not agree to submit the dispute to mediation. If a party files a lawsuit, such a suit shall be filed in the Courts of the Commonwealth 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.

EMR  
M

46. **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.

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

1. **ASES** certifies that **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."

2. At the time of signing this contract, **SECOND PARTY** does not maintain a contractual relationship in force with any entity of the Government of Puerto Rico. In addition, **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**.

ADMINISTRACION DE  
SEGUROS DE SALUD

24 - 00037

Contrato Número

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

**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 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.

ADMINISTRACION DE  
SEGUROS DE SALUD

24 - 00037

Contrato Número

**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.

EMR

MM

- C. Financial Oversight and Management Board Contract Review Policy for Puerto Rico:** The Parties acknowledge that 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.

49. At the date of the signature of this Agreement, the request for authorization submitted to the Office of Management and Budget (OGP) and the Office of the Government Secretary was in the process of evaluating the final determination, therefore, after evaluating the provisions contained in the Circular Letter No. GSO-2020-001, it was concluded that the contract meets all the criteria stipulated in said regulation and complies with the laws and regulations in force applicable to this contract".

50. It is certified that the Legal Advisor of **ASES** reviewed this Contract and determined that it complies with the legal system.

51. **SECOND PARTY** shall retain all rights, title, and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret and

other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates that have been previously developed by **SECOND PARTY** or developed during the course of the provision of the services provided such materials do not contain **ASES's** Confidential Information or proprietary data ("**SECOND PARTY Tools**"). The rights and ownership by **SECOND PARTY** of **SECOND PARTY Tools** shall not extend to or include all or any part of **ASES's** proprietary data or confidential information. To the extent that **SECOND PARTY** may include in the materials any **SECOND PARTY Tools**, **SECOND PARTY** agrees that **ASES** shall be deemed to have a fully paid up license to make copies of the **SECOND PARTY Tools** as part of this engagement for its internal business purposes and provided that such materials cannot be modified or distributed outside the **PRHIA** without the written permission of **SECOND PARTY** or except as otherwise permitted hereunder.

52. **SECOND PARTY** will perform all services in accordance with applicable professional standards. Except as expressly set forth herein, **SECOND PARTY** makes no warranties of any kind, express or implied, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose, and disclaims all warranties not expressly set forth in this Agreement. The Parties agree that **SECOND PARTY**, its officers, directors, agents and employees, shall not be liable to **PRHIA** under any theory of law including negligence, tort, breach of contract or otherwise, for any damages more than three (3) times the professional fees paid to **SECOND PARTY** with respect to the work in question during the twelve (12) months immediately preceding any claim giving rise to such liability. In no event shall **SECOND PARTY** be liable for lost profits of the **PRHIA** or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of intentional fraud or willful misconduct or gross negligence of **SECOND PARTY**.

IN WITNESS WHEREOF, the parties hereto sign this Agreement, in San Juan, Puerto Rico this 2 day of August, 2023.

**PUERTO RICO HEALTH  
INSURANCE ADMINISTRATION**



Edna Y. Marín Ramos  
Executive Director  
EIN:

**AD ASTRA SOLUTIONS, LLC**



José Santiago Ramos  
Consultant / Administrator  
EIN:

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

ADMINISTRACION DE  
SEGUROS DE SALUD

24 - 00037

Contrato Número

May 1, 2023

**PROPOSAL FOR TECHNICAL AND ADVISORY SERVICES**

Mrs. Edna Y. Marín Ramos  
Executive Director  
Administración de Seguros de Salud de PR  
emarin@asespr.org


Dear Mrs. Marín:

On behalf of Ad Astra Solutions L.L.C. ("Ad Astra"), we respectfully submit this proposal to the Puerto Rico Health Insurance Administration ("ASES", for its Spanish Acronym), to provide technical and advisory services to ASES, in connection with its Grant Management, Accounting, and Financial Support Services for the upcoming Fiscal Year. As detailed in the cover letter, this proposal is in response to RFP #NNSP-2023-016-FIN. Ad Astra understands the importance of this task and is fully committed to support ASES in this strategic role.

As further detailed in this proposal, Ad Astra has extensive on-island experience managing complex government projects in a vast array of matters, including designing and successfully implementing new processes throughout various entities. Moreover, Ad Astra's team of professionals have crucial knowledge and expertise in matters pertaining to federally funded programs, financial reporting, and project design and implementation. Our team's collective experience and understanding of governmental and federal funding compliance, as well as complex financial matters, have placed us in a unique position that will be leveraged to support ASES in its crucial role within government functionality.

This proposal reflects this understanding, laying out how Ad Astra will be able to assist ASES in managing its projects and programs in an efficient and effective manner, while providing support to other ASES divisions with their full project cycle. We want to thank you for allowing us to submit this proposal. Please do not hesitate to contact us if you have any questions.

Respectfully submitted,



\_\_\_\_\_  
Jose Santiago Ramos  
Managing Member

*EMR*

ADMINISTRACION DE  
SEGUROS DE SALUD

24 - 00037

Contrato Número



## Company Overview

Ad Astra is a management consulting firm established in November 2019 to provide key financial, strategic, and grant management advisory services, for individuals, companies and governmental entities that are seeking to improve overall operating results, restructure their financial position, or have a need of project management leadership for specific situations or projects. Ad Astra provides wide array services including, but not limited to, all grant management activities after an award is received through the fiscal closeout and final reports submissions at the end of the grant period, business analysis and strategic advisory in restructuring matters, developing and implementing governmental or commercial initiatives, risk assessment, SWOT analyses, compliance and executing corrective or preventive action plans.

During the past years, our team of professionals have assisted the Government of Puerto Rico in the design process, implementation, and post-implementation monitoring and reporting of a wide array of projects in several key entities. Below, please find a summary of key engagements that support our qualifications for this proposal:

### Office of Management and Budget

- Task: Support in the Development of the Puerto Rico Grant Management Office
  - Subject Matter Expertise: Grant Management and Project Management
  - Description: Assist in the development of a permanent and centralized Grant Management Office for the effective monitoring of federal funding received by the Government of Puerto Rico, including technical advisory to other government entities and the development of necessary structures and updated SOP's at the agency level.
  - Contract Period: FY2019-20 to Present
  - Contact Person: Ms. Ema Marrero – ema.marrero@ogp.pr.gov
  
- Task: Hurricane Fiona – FEMA PA CAT A & B Support
  - Subject Matter Expertise: FEMA Obligated Funds
  - Description: Technical Assistance to OMB and other government entities in the completion of its FEMA PA Reimbursements for Debris Removal and Emergency Protective Measures CAT A & B. In addition, provide support to ascertain Compliance and Audit Preparation.
  - Contract Period: FY2022-23
  - Contact Person: Ms. Ema Marrero – ema.marrero@ogp.pr.gov
  
- Task: Government Special Project – Assistance to Project Managers contracted by the Government to complete certain key, public policy projects
  - Subject Matter Expertise: Strategic and Grant Management
  - Description: General Strategic Support to the project managers which are tasked in overseeing the completion of key government projects funded by federal grants and/or allocations. While providing strategic support, Ad Astra is also providing technical assistance to ensure Compliance and File Readiness.

EMR

ADMINISTRACION DE 4  
SEGUROS DE SALUD

24 - 00037

Contrato Número



- Contract Period: FY2021-22 to Present
- Contact Person: Ms. Ema Marrero – ema.marrero@ogp.pr.gov

#### **Office of Management and Budget (Continued)**

- Task: Commonwealth of Puerto Rico Budget Elaboration Support
  - Subject Matter Expertise: Strategic and Financial
  - Description: Assist the Government of Puerto Rico in the elaboration of its Government-wide Budget, as well assist in the negotiation and approval process with the Financial Oversight and Management Board for Puerto Rico (“FOMB”).
  - Contract Period: FY2019-20 to Present
  - Contact Person: Ms. Ema Marrero – ema.marrero@ogp.pr.gov

#### **Puerto Rico Tourism Company (PRTC)**

- Task: Technical Assistance in the management of CBDG-DR and EDA programs under PRTC
  - Subject Matter Expertise: Grant Management
  - Description: Assist PRTC in the management of the grant programs, including the development of personnel capacity, implementation, disbursement, and establishing processes for compliance and audit readiness.
  - Contract Period: FY2022-23
  - Contact Person: Mr. Gustavo González – gustavo.gonzalez@tourism.pr.gov

#### **PR Housing Finance Department (HFA)**

- Task: Technical Assistance in the management of CBDG-DR program under HFA
  - Subject Matter Expertise: Grant Management and Financial
  - Description: Assist HFA in preparing SOP’s for closeout processes and reconciling payroll expenses for payroll reimbursements under the program.
  - Contract Period: FY2022-23
  - Contact Person: Mr. Eduardo Bonar – eduardo.bonar@afv.pr.gov

#### **Public Buildings Authority (PBA)**

- Task: Technical Assistance in the PW closeout process for FEMA PA CAT A&B – Hurricane Maria
  - Subject Matter Expertise: FEMA Obligated Funds
  - Description: Technical Assistance to PBA in the completion of its FEMA PA Reimbursements for Debris Removal and Emergency Protective Measures CAT A & B documentation.
  - Contract Period: FY2022-23
  - Contact Person: Mr. Yamil Ayala – yamil.ayala@aep.pr.gov

EMR

ADMINISTRACION DE  
SEGUROS DE SALUD 5

24 - 00037

Contrato Número



### **Economic Development Bank for Puerto Rico (EDB)**

- **Task:** Pre-award - State Small Business Credit Initiative (SSBCI) application
  - **Subject Matter Expertise:** Grant Management, Project Management, Strategic and Financial
  - **Description:** Support EDB in the design, elaboration, approval and implementation of the SSBCI program provided by the US Department of Treasury, which is estimated to be in the amount of \$109 million.
  - **Contract Period:** FY2020-21 to Present
  - **Contact Person:** Mr. Luis Alemañy – lalemany@bde.pr.gov
  
- **Task:** Post-Award – Small Business Financing (SBF) Support - CDBG-DR
  - **Subject Matter Expertise:** Grant Management
  - **Description:** Support EDB in enhancing its reimbursement invoicing process and developing SOP's for process uniformity. In addition, assist EDB in SRA key terms negotiations.
  
- **Task:** Existing Debt Restructuring
  - **Subject Matter Expertise:** Financial and Strategic
  - **Description:** Support EDB in the structuring and completion of more than \$140 million in outstanding debt, ensuring business continuity (\$35million or 25% completed up to date).

### **Centro de Recaudación de Ingresos Municipales (CRIM)**

- **Task:** Design and Implementation of a Fiscal Plan, as required by FOMB.
  - **Subject Matter Expertise:** Project Management, Strategic and Financial
  - **Description:** Support CRIM in the design, elaboration, approval and implementation of its fiscal plan, which includes 13 key tasks to overhaul Puerto Rico's existing property tax regime.
  - **Contract Period:** FY2019-20 to Present
  - **Contact Person:** Mrs. Diana Claudio– dclaudio@crimpr.net
  
- **Task:** Design and Implementation of Tax Amnesty Program
  - **Subject Matter Expertise:** Project Management, Strategic and Financial
  - **Description:** Support CRIM in the design, approval and implementation of the recent Tax Amnesty Project, which resulted in more than \$215 million in collections. In turn, Ad Astra was able to successfully negotiate a discount of more than 30% of municipal debt, paid off with the proceeds of the collection program.

EMR

ADMINISTRACION DE  
SEGUROS DE SALUD

24 - 00037

6

Contrato Número

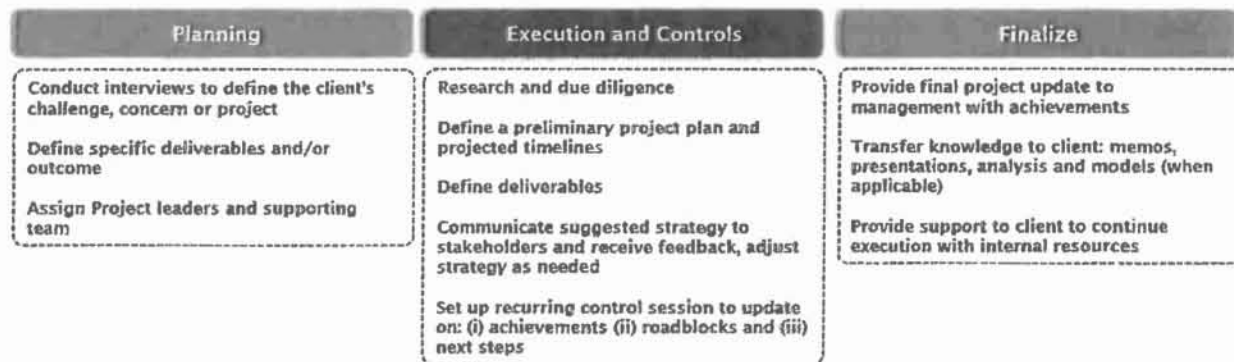


# Approach and Methodology

As detailed herein, Ad Astra can provide support with subject matter expertise in the areas of:

- General Government Affairs
- Grant Management / FEMA obligated funds and program requirements
- Financial Specialists, Data analytics and management specialists, and Certified Public Accountants
- Licensed Attorneys to assist with general legal framework decisions and design.

At Ad Astra, we firmly believe communication between the parties is critical for the successful execution of any project or engagement. However, when managing a project, the roles and responsibilities, as well as expected outcomes for each project shall be clearly identified since inception to avoid unnecessary delays or duplicitous work. The following is a general illustration of the way Ad Astra will manage the projects under its purview:



As further detailed in the Scope of Work section of this proposal, Ad Astra will provide management with project management tools (e.g. project charter, timelines and relevant KPIs) and continuous reporting dashboards, tailored to customer specific needs, while minimizing disruption to the customer's operation. Ad Astra will have available a custom working group to fit the customer's needs and goals, combining senior and junior members that result in an affordable blended hourly rate.

For the proposed engagement, Ad Astra will form three teams, divided by Subject Matter Expertise, led by the Project Lead. Communication within the team will be seamless through the Project Lead. Notwithstanding the senior resources identified herein, Ad Astra will include additional resources (e.g. Associates or other members of the Ad Astra team) or change team composition, as may be required by ASES's needs. Please see Summary Organization Chart prepared for this engagement:

SMR

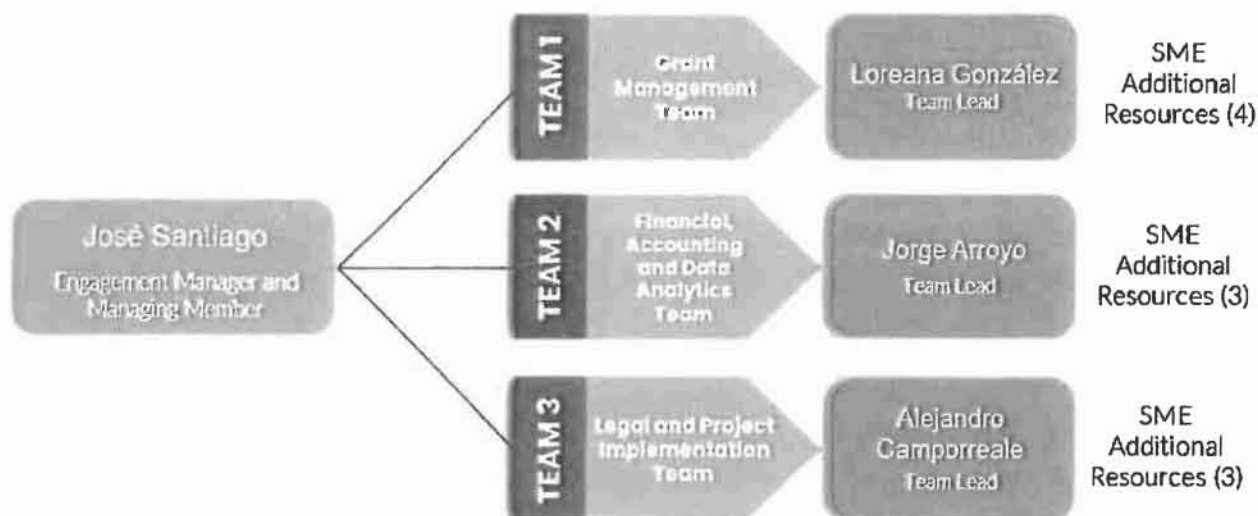
ADMINISTRACION DE  
SEGUROS DE SALUD

7

24 - 00037

Contrato Número





## Key Personnel for Engagement



### **José Santiago**

***Position:*** Project Lead and Senior Managing Director

***Relevant Experience:*** Financial Industry professional with over 15 years' experience in credit and operational turnarounds. Began his professional career as a Financial Analyst in the island's largest commercial bank and shortly afterwards, directly managed a distressed credit portfolio, specializing in complex credit transactions, mainly commercial real estate backed loans and asset-based lines of credit.

Later, Mr. Santiago served as the Chief Financial Officer and Chief Restructuring Officer of the Government Development Bank for Puerto Rico (GDB), overseeing the design and execution of the institution's orderly wind-down and negotiations of the first consensual municipal debt restructuring under the federal law known as PROMESA, where over \$7.9 billion in liabilities were successfully restructured. Concurrently, Mr. Santiago also held various senior positions in other government instrumentalities, including Executive Director of various public entities and Deputy Executive Director of the Puerto Rico Fiscal Agency and Financial Advisory Authority (AAFAF).

EMR

ADMINISTRACION DE  
SEGUROS DE SALUD

8

24 - 00037

Contrato Número



## Grant Management Team



### **Loreana Gonzalez-Lazzarini, CPA**

*Position:* Team Lead and Senior Managing Director

*Relevant Experience:* A Certified Public Accountant (admitted in Puerto Rico and the State of Virginia) with 15 years' experience in financial auditing for public and private industry clients, as well as subject matter expertise in grant management and disaster recovery funds. Working stateside for big 4 accounting firms, Mrs. González was able to gain valuable experience in leadership roles where she developed and improved audit processes while managing a wide range of clients and team members.

Recently, she led all six economic development CDBG-DR programs development and oversight in HORNE, LLP for the Puerto Rico Department of Housing (PRDOH)- Grant Managers. As part of her professional experience, she has worked closely with provided crucial support to government (PREPA, ASES) and non-for-profit entities in various matters within the field of disaster recovery fund management. She is a Certified Defense Financial Manager (CDFM) and a strong advocate for non-profit work.



### **Raquel Abrams**

*Position:* Director

*Relevant Experience:* With an accounting career that spans over more than a decade, Mrs. Abrams financial background includes having formerly worked for multinational companies and Big Pharma. Her areas of expertise include financial reporting, quantitative and statistical analysis, planning, and forecasting providing for a proactive approach to facilitate executive-level decision making.

More recently, as part of the disaster recovery from Hurricane Maria, Mrs. Abrams oversaw the Program Manager's invoicing process for the STEP project where she implemented quality assurance procedures in accordance with the methodology to ensure compliant federal funds disbursements. She also led two of the six economic development CDBG-DR programs in HORNE, LLP for the Puerto Rico Department of Housing (PRDOH)- Grant Manager ensuring adherence to federal as well as state rules and regulations in addition to program guidelines. In these roles, Mrs. Abrams has been responsible for strategic leadership, oversight and management of subrecipients, and processes improvements.

EMR

ADMINISTRACION DE  
SEGUROS DE SALUD

24 - 00037 9

Contrato Número



**Mayra Nadal, JD**

*Position:* Manager

*Relevant Experience:* Lawyer with over six (6) years of experience in civil law and four (4) years in financial planning. Most recently, her passion for leaving the world better than she found it led her to disaster recovery.

Ms. Nadal Luciano began her career in one of Puerto Rico's most prestigious law firms—Cancio, Nadal & Rivera, L.L.C.—where she mastered her critical thinking, writing, and interpersonal skills. After years of studying and working beside some of the top legal minds in the island, Ms. Nadal Luciano pivoted to Banco Popular of Puerto Rico. During her time in Puerto Rico's largest commercial bank, not only did she develop financial plans—providing and implementing solutions for complex financial situations—but also worked on a project to help create a retirement planning tool for which she received a Managerial Award.

Before joining Ad Astra Solutions, Ms. Nadal Luciano excelled as the Deputy Manager of two (2) economic development CDBG-DR Programs in HORNE Puerto Rico the Grant Managers for the PRDOH. Besides managing HUD-funded disaster recovery programs, she also worked closely with HUD subject matter experts, served as legal counsel, and was responsible for executing legal documentation as well as high level communications. Furthermore, Ms. Nadal Luciano ensured state and federal compliance, delivered client reporting, and took on quality assurance and control.



**Laura Diaz**

*Position:* Senior Associate

*Relevant Experience:* Laura holds a B.A. in Accounting of the University of Puerto Rico and three years ago started working with Disaster Recovery funds. First, she worked in the review of invoices from the (PREPA,ASES) contract with Navigant (now named Guidehouse) providing support to the Federal Reserve Main Street Lending Program to support lending to small and medium-sized for-profit businesses and nonprofit organizations that were in sound financial condition before the onset of the COVID-19 pandemic.

Recently, she worked with the Workforce Training Program from the economic development portfolio of the CDBG-DR funds in HORNE, LLP for the Puerto Rico Department of Housing (PRDOH)- Grant Managers.

EMR

ADMINISTRACION DE  
SEGUROS DE SALUD

10

24 - 00037

Contrato Número



**Claudia Luyando, JD**

*Position:* Senior Associate

*Relevant Experience:* Claudia Luyando holds a Juris Doctor from the Interamerican University of Puerto Rico School of Law and has two years of experience in Grant Management with Disaster Recovery funds. She recently worked as a Senior Associate in the Policy and Compliance Division for the management of the Puerto Rico Department of Housing CDBG-DR Programs with the Grant Managers at HORNE, LLP. Specialized in compliance review of the CDBG-DR Programs portfolio to provide authoritative guidance to the client on multiple aspects of program policy, implementation activities, and best practices. As part of her role, Claudia also developed complex written material for effective implementation of federal grants including Standard Operating Procedures, Policies, Agreements, and technical documents such as Notifications, Templates, and Forms.



**Faviola González**

*Position:* Senior Associate

*Relevant Experience:* Information technology professional with five years of experience in systematic analysis and process development. Faviola holds a bachelor's degree in Marketing from the Interamerican University of Puerto Rico and has two years of experience in Grant Management with Disaster Recovery funds.

Faviola worked with the Small Business Financing Program and the Re-grow PR Urban-Rural Agriculture Program from the Economic Development Portfolio of the CDBG-DR funds in HORNE, LLP for the Puerto Rico Department of Housing (PRDOH)- Grant Managers.

Specialized in the development of technical documentation, such as Standard Operating Procedures (SOP), programmatic notifications, templates, checklists and forms.

EMR

ADMINISTRACION DE  
SEGUROS DE SALUD

24 - 00037

11

Contrato Número



## Financial, Accounting and Data Analytics Team



### **Jorge Arroyo, MPA, MSAcc**

*Position:* Team Lead and Managing Director

*Relevant Experience:* FP&A consultant with broad experience in strategic planning and analysis, financial modeling and forecasting, budgeting, DCF valuation, process enhancement, and system implementation.

Mr. Arroyo has worked with public and private companies of varying sizes and industries including banking and insurance services, automotive retail, car rental services, waste management and disposal services, fractional CFO services, and digital marketing. With the use of data mining, data analytics, and data visualization, he assists clients by developing dynamic KPI dashboards, detailed business projections, enterprise custom apps for workflow automation and data-driven strategies to increase profitability and improve risk management.

He graduated from the University of Puerto Rico, Río Piedras Campus with a B.A. in History of the Americas, and an MPA in Government and Public Policy. Mr. Arroyo also holds an MSAcc with an emphasis in Data Analytics from the University of Illinois, Urbana-Champaign, and is currently pursuing a master's degree in Big Data and Analytics from BarcelonaTech.



### **Raul Palacios, CPA**

*Position:* Director

*Relevant Experience:* Raúl Palacios is a Certified Public Accountant with over 10 years of combined experience in both public and private accounting environments. He has extensive experience performing financial statement audits for clients in the banking, investment management, insurance, and real estate industries. Mr. Palacios also has progressive experience in private accounting, where he has led monthly financial statement close processes, budgeting, and various financial analysis for private equity funds and has performed financial business consulting for small businesses. Mr. Palacios holds a Bachelor's in Business Administration with a major in accounting from the University of Puerto Rico, Río Piedras Campus.

*EMR*

ADMINISTRACION DE  
SEGUROS DE SALUD

24 - 00037

12

Contrato Número



**Maricarmen Cordero**

*Position:* Director

*Relevant Experience:* Detail-oriented and dedicated professional with over 20 years of experience, 14 of these are within the banking industry and 6 years with audits to public and non-public corporations. She holds a Bachelor's in Business Administration with a Major in Accounting.

She has experience in the preparation of financial statements and other regulatory reports required by governmental institutions as the Securities and Exchange Commission (SEC) and Federal Deposits Insurance Corporation (FDIC). She provides control consulting services to management in redesign efforts that improve the control environment, identifying potential control weaknesses and/or areas of non-compliance. She also has experience in the preparation of annual budget and executed gap analysis

**Legal and Project Implementation Team**



**Alejandro Camporreale, Esq.**

*Position:* Team Lead and Senior Managing Director

*Relevant Experience:* Attorney at law with over 15 years' experience in banking, legal, project management, public administration, and government affairs (state and federal). Served in various senior roles in AAFAF, including Director of the Office of Financial Advisory (AAFAF) and COO.

Prior to his experience in government, Mr. Camporreale led the Default management unit in Banco Santander, including commercial and residential loss mitigation, a key component in the risk management division, and was tasked with managing mortgage and commercial compliance audits.

More recently, as COO of the largest local pharmacy company, he was able to develop structures, regulatory frameworks and execute operational improvements that led to the coveted URAC certification for the specialty pharmacy. Simultaneously, he led a corporate restructuring and consolidation that positioned the companies to achieve significant revenue growth and increased profit margin.

EMR

ADMINISTRACION DE  
SEGUROS DE SALUD

13

24 - 00037

Contrato Número



**Manuel González, Esq.**

Position: Managing Director

Relevant Experience: Results oriented Financial & Insurance Executive with extensive strategic and general management experience in both the Private and Government Sectors.

Mr. González has a proven track-record effectively restructuring a specialized insurance portfolio (i.e. Financial Lines) for a Multinational S&P 500 Company, while building new distribution channels through reinsurance placements in emerging markets. Mr. González was a senior member of the Government of Puerto Rico's Executive Team responsible for the design and implementation of its financial & fiscal public policies during the largest US Municipal Debt restructuring to date, that resulted in the successful restructuring of: (i) Central Government's outstanding public debt reduction from ~\$34,000MM to ~\$7,400MM, while also reducing its annual debt service from ~\$4,200MM to ~\$1,150MM; and (ii) ~\$23,000MM in other Government credits with an average reduction of ~30%.

During his tenure In the Government Sector, he held several positions: Puerto Rico Fiscal Agency & Financial Advisory Authority's Fiscal Agency Director, Director of the Office of the Chief Financial Officer, Government's Informative Agent, Public Corporation for the Supervision and Insurance of Cooperatives' Fiscal Plan Project Manager, and University of Puerto Rico's Fiscal Plan Project Manager. As a result of this background, he can envision and attain successful outcomes in complex macroeconomic and operational environments, while interacting with multiple stakeholders.

ADMINISTRACION DE  
SEGUROS DE SALUD

24 - 00037

*[Continued on next page]*

Contrato Número

EMR



## Fee Structure and Cost Projections

In consideration for the services to be provided by Ad Astra in connection with this Proposal, ASES shall pay, or cause to be paid, to Ad Astra an hourly fee, as adjusted for government engagements, equal to the amounts set forth below:

For Services Performed by:	Hourly Rate (\$)
Senior Managing Director	215.00
Managing Director	190.00
Senior Director	155.00
Director	135.00
Manager	120.00
Senior Associate	95.00
Associate	85.00
Support Staff	50.00

## Proposed Scope of Work

### **ASES GRANT MANAGEMENT, ACCOUNTING AND FINANCE SUPPORT**

- Provide the professional services required in RFP #NNSP-2023-016-FIN (included herein in Appendices, forming integral part of this proposal), including but not limited to:
  - Grant Management Services and all related workstreams in the grant management cycle.
  - Provide support to workstreams performed by ASES's Finance Department, including preparation of budgets, financial and expenditure reports according to government processes.
  - Financial Reporting
  - Provide support in the analysis of potential findings, preparation of CAPs, if needed, and in the preparation of programmatic policies and procedures.
- General management support and assistance in workstreams that may arise from time to time.

*EMR*

ADMINISTRACION DE  
SEGUROS DE SALUD

15

24 - 00037

Contrato Número





## Other Terms of Agreement

1. In addition, all costs and expenses associated with the Proposal are immediately due and payable and to be paid by ASES upon the submittal of the appropriate invoices. These expenses will include, but are not limited to, expenses related to the fees and expenses of accountants, auditors, experts, appraisers, rating agencies, legal counsel, and other advisors to or agents of Ad Astra, and other expenses customary for these types of engagements. To the extent Ad Astra incurs any such expenses on behalf of ASES in carrying out the proposed agreement, which prior written consent from ASES must be obtained, ASES shall reimburse Ad Astra for such expenses. In addition, in carrying out this Agreement, Ad Astra may incur in some out-of-pocket expenses of their own. These expenses, which prior written consent from ASES must be obtained, typically include, but are not limited to, the fees and expenses of legal counsel to Ad Astra, travel, lodging and transportation costs incurred by representatives of Ad Astra to participate in meetings and other expenses associated with its roles, as well as any due diligence activities. ASES agrees to reimburse Ad Astra for any such expenses.
2. All Fees and Expenses are the sole responsibility of ASES and are not construed to be contingent on the performance or payment by any other party
3. Payments Generally – All amounts herein are stated in U.S. dollars and all payments under the proposed agreement shall be paid in immediately available funds, without condition or deduction for any counterclaim, defense, recoupment, or setoff, and free and clear of any tax, withholding, assessment, or other governmental charge (except for withholding taxes required by Law).
4. Term and Termination – It is understood by the parties that the proposed agreement may be terminated by Ad Astra or ASES at any time with thirty (30) days prior written notice, without liability or continuing obligation of Ad Astra or ASES., except for any confidentiality provision set forth in the definitive documentation.
5. Cooperation – ASES acknowledges and agrees that they will furnish, or arrange to have furnished to, Ad Astra, all information, materials and documents requested by Ad Astra to conduct its projects diligently.
6. Limitation on Advice – It is specifically understood that ASES will not base its decision regarding whether and how to pursue or implement any recommendations solely on Ad Astra's advice but will also rely on the advice of its respective legal and other financial and strategic advisors and such other factors that it may consider appropriate.
7. Taxes – Ad Astra shall be responsible for paying all applicable income taxes in accordance with any and all applicable income tax laws any corresponding contributions to the Social Security Administration. Notwithstanding, it is understood that ASES shall deduct and withhold from the gross amounts paid to Ad Astra under the proposed agreement any amounts necessary under applicable law.

EMR

ADMINISTRACION DE  
SEGUROS DE SALUD

24 - 00037

Contrato Número



**APPENDIX:**

Documents Included –

- Copy of RFP #NNSP-2023-016-FIN
- PR Treasury “Registro de Comerciante”
- Good Standing Certificate
  - Contract to be executed by Jose Santiago Ramos, married, Guaynabo, PR.
- “Registro Único Proveedores de Servicios Profesionales”
- SAM.gov Entity Information
- Other Government Contracts
- Potential Conflict of Interest

*EMR*

ADMINISTRACION DE  
SEGUROS DE SALUD

24 - 00037

Contrato Número