



CONTRACT NUMBER: 2019-000049T

**AMENDMENT TO THE CONTRACT BETWEEN
ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO (ASES)**

and

FIRST MEDICAL HEALTH PLAN, INC.

to

**ADMINISTER THE PROVISION OF PHYSICAL
AND BEHAVIORAL HEALTH SERVICES UNDER THE GOVERNMENT HEALTH PLAN**

THIS AMENDMENT TO THE CONTRACT BETWEEN ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO (ASES) and FIRST MEDICAL HEALTH PLAN, INC., FOR THE PROVISION OF PHYSICAL AND BEHAVIORAL HEALTH SERVICES UNDER THE GOVERNMENT HEALTH PLAN (the "Amendment") is by and between **First Medical Health Plan, Inc.** ("the Contractor"), a managed care organization duly organized and authorized to do business under the laws of the Commonwealth of Puerto Rico, represented by its President, Francisco J. Artau Feliciano, of legal age, married, resident of San Juan, Puerto Rico, and the Puerto Rico Health Insurance Administration (Administración de Seguros de Salud de Puerto Rico, hereinafter referred to as "ASES" or "the Administration"), a public corporation of the Commonwealth of Puerto Rico, represented by its Executive Director, Edna Y. Marin Ramos, MHA, of legal age, single and resident of Guaynabo, Puerto Rico.

WHEREAS, the Contractor and ASES executed a Contract for the provision of Physical Health and Behavioral Health Services under the Government Health Plan for the Commonwealth of Puerto Rico, on September 21, 2018, (hereinafter referred to as the "Contract");

WHEREAS, the Contract provides, pursuant to Article 55, that the Parties may amend such Contract by mutual written consent;

WHEREAS, all provisions of the Contract will remain in full force and effect as described therein, except as otherwise provided in this Amendment.

NOW, THEREFORE, and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to clarify and/or amend the Contract as follows:

I. AMENDMENTS

1. **Section 10.8 shall be amended and replaced in its entirety as follows:**

- 10.8 PMG Transparency Requirements**

- 10.8.1** In accordance with ASES Normative Letter 21-0414, Contractor shall provide certification to ASES regarding any special disbursement of funds to PMGs, including but not limited to directed payments, quality payments, incentive payments, and any other amounts that may be distributed by ASES to Contractor for the purposes of distribution directly to PMGs in connection with services provided and assumption of risk. This certification must be submitted to ASES no later than thirty (30) days after the distribution of such funds to the PMGs.



10.8.2 In accordance with Section 10.1.6.3 of the Contract, Contractor must submit any modification to Provider Contracts with PMGs for review and prior approval before any amendments may be executed. Submissions must include sufficient information for ASES to guarantee compliance with this section, as well as beneficiaries and providers protections, including but not limited to a general description of the amendment proposed, the reason and justification for the proposed modification, and the specific language that would be included in the proposed amendment to the Provider Contract. ASES shall review amendment requests within forty-five (45) days of receipt of the proposed amendment. If ASES determines that the proposed amendment materially impacts the rights and responsibilities of the PMG or PMG Providers that are set forth by applicable federal and state laws or regulations, ASES may request from Contractor additional information related to the proposed amendment within the forty-five (45) day review period in order to make its determination. If ASES does not express itself at the expiration of the 45-day review period, the agreement presented shall be deemed approved.

10.8.3 Any and all Provider Contracts, models, data and other information related to claim submissions, adjudication, reconciliation and outcomes must be made available by Contractor to ASES within thirty (30) days of ASES's request for such information. ASES may extend this timeframe as mutually agreed upon the Parties. ASES will at all times take necessary and reasonable measures to maintain the confidentiality of such information.

10.8.4 Contractor shall disclose to PMGs on a timely basis and no later than one hundred and twenty (120) days after the close of the preceding fiscal year any updated information regarding PMG's financial and operational performance, quality indicators, and payment reconciliation and adjustments. Contractor shall also disclose any such information in strict compliance with any corresponding terms that may be set forth in its Provider Contracts with PMGs or PMG Providers, including but not limited to, as applicable, risk sharing estimates and projected retrospective and prospective payment adjustments. The Contractor shall abide to the Provider Dispute Resolution System as required in the Contract.

10.8.5 In any instances where Provider Contracts allow for the appropriate, automatic recovery offset by Contractor of PMG reimbursement, the Contractor must first present to the PMG an updated, complete and accurate accounting of the underlying amounts accrued by PMG that would be automatically recovered or offset.

10.8.6 Requirements set forth in this Section 10.8 shall not waive, supersede or replace any disclosure, reporting, or other obligations of the Contractor as set forth in this Contract.

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2. Section 22.4.2.4 shall be amended and replaced in its entirety as follows:



22.4.2.4

The Contractor shall disburse to its contracted providers the corresponding portion of the HCIP, in the amount the providers are entitled to, and as established in the providers' agreements with the Contractor, within sixty (60) calendar days, from disbursement date of the amount withheld by ASES. This provision shall not apply to financial models where no withholding is made to the capitation payment.

Supplemental document for Attachment 11-A, copy of which is included, to clarify Minimum Fee for Maxillofacial Surgeon.

II. RATIFICATION

All other terms and provisions of the original Contract, as amended by Contracts Number 2019-000049A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S and of any and all documents incorporated by reference therein, not specifically deleted or modified herein shall remain in full force and effect. The Parties hereby affirm their respective undertakings and representations as set forth therein, as of the date thereof. Capitalized terms used in this Amendment, if any, shall have the same meaning assigned to such terms in the Contract.

III. EFFECT; CMS and FOMB APPROVAL

The Parties agree and acknowledge that this Amendment, including any attachments, is subject to approval by the United States Department of Health and Human Services Centers for Medicare and Medicaid Services ("**CMS**") and the Financial Oversight and Management Board for Puerto Rico ("**FOMB**"), and that ASES shall submit this Amendment for CMS and FOMB approval. Once approvals are granted, ASES shall promptly notify the Contractor in writing. CMS and FOMB approvals, as well as ASES's written communication to the Contractor, shall be incorporated and made a part of the Contract between the Parties.

The Contractor represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy or falseness in such Certification will render the contract null and void and the Contractor will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

IV. AMENDMENT EFFECTIVE DATE

Contingent upon approval of CMS, and unless a provision in this Amendment specifically indicates a different effective date, for purposes of the provisions contained herein, this Amendment shall become effective October 1, 2021.

V. ENTIRE AGREEMENT


This Amendment constitutes the entire understanding and agreement of the Parties with regards to the subject matter hereof, and the Parties by their execution and delivery of this Amendment to the Contract hereby

ratify all of the terms and conditions of the Contract Number 2019-000049, including amendments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S and this Amendment T.

The Parties agree that ASES will be responsible for the submission and registration of this Amendment in the Office of the Comptroller General of the Commonwealth, as required under law and applicable regulations.

ACKNOWLEDGED BY THE PARTIES by their duly authorized representatives on this 14 day of July, 2022.

ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO (ASES)



Name: Edna Y. Marin Ramos, MA
EIN: 66-05000678

7/14/2022
Date

FIRST MEDICAL HEALTH PLAN, INC.



Francisco J. Artau Feliciano
EIN: 66-0537624

7/14/2022
Date

Account No. 256-5325 to 5330



CAVEATS AND LIMITATIONS OF USE

In preparation of our analysis, we relied upon the accuracy of data or information provided to us. We have not audited this information, although we have reviewed it for reasonableness. If the underlying data or information is Milliman has developed certain models to estimate the values included in this report. The intent of the models was to estimate dental reimbursement rates. We have reviewed the models, including their inputs, calculations, and outputs for consistency, reasonableness, and appropriateness to the intended purpose and in compliance with Differences between projected reimbursement rates/utilization and actual experience will depend on the extent that future experience conforms to the assumptions made for this analysis. It is certain that actual experience will not conform exactly to the assumptions used. Actual amounts will differ from projected amounts to the extent that This information is intended for the use of ASES. It should not be provided to other parties without our written consent or as otherwise noted. Milliman makes no warranties or representations regarding the contents of this letter to third parties. Likewise, third parties are instructed to place no reliance upon this information prepared for Guidelines issued by the American Academy of Actuaries require actuaries to include their professional qualifications in all actuarial communications. The author of this communication is a member of the American Academy of Actuaries, and meets the qualification standards for performing this analysis. The terms of Milliman's

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HCPCS	Description	Type	Minimum Fee	Minimum Fee - Maximalist Surgeon Specialist
D0170	Periodic oral evaluation - asymptomatic patient	1-Oral Evaluation	\$15.40	\$11.40
D0180	Control oral evaluation - problem focused	1-Oral Evaluation	\$25.70	\$20.70
D0190	Control comprehensive oral evaluation - care of asymptomatic patient	1-Oral Evaluation	\$45.81	\$34.81
D0210	Diagnosis and extensive oral evaluation - problem focused, by report	1-Oral Evaluation	\$45.70	\$40.70
D0230	Diagnosis - panoramic radiograph series of radiographic images	2-Radiol	\$48.70	\$43.70
D0270	Internal - panoramic for radiographic image	2-Radiol	\$4.00	\$4.00
D0280	Internal - panoramic with additional radiographic image	2-Radiol	\$4.00	\$4.00
D0270	Internal - single radiographic image	2-Radiol	\$4.00	\$4.00
D0272	Internal - two radiographic images	2-Radiol	\$7.00	\$7.00
D0280	Panoramic radiographic image	2-Radiol	\$38.80	\$33.80
D1178	Prosthodontics - adult	1-Prosthodontics	\$27.80	\$27.80
D1120	Prosthodontics - child	1-Prosthodontics	\$20.00	\$20.00
D1208	Topical application of fluoride varnish	1-Fluoride	\$14.00	\$14.00
D1208	Topical application of fluoride - excluding varnish	1-Fluoride	\$14.80	\$14.80
D1301	Sealant - one tooth	1-Sealants	\$46.70	\$46.70
D1340	Amalgam - one surface, anterior or permanent	2-Restorations	\$39.60	\$39.60
D1345	Amalgam - two surfaces, anterior or permanent	2-Restorations	\$45.70	\$45.70
D1360	Amalgam - three surfaces, anterior or permanent	2-Restorations	\$58.70	\$58.70
D1365	Amalgam - four or more surfaces, anterior or permanent	2-Restorations	\$68.00	\$68.00
D1320	Resin-based composite - one surface, anterior	2-Restorations	\$44.20	\$44.20
D1325	Resin-based composite - two surfaces, anterior	2-Restorations	\$51.20	\$51.20
D1330	Resin-based composite - three surfaces, anterior	2-Restorations	\$65.00	\$65.00
D1335	Resin-based composite - four or more surfaces or involving incisal angle (anterior)	2-Restorations	\$78.20	\$78.20
D1380	Resin-based composite - one surface, posterior	2-Restorations	\$46.10	\$46.10
D0920	Uncoated stainless steel crown - primary tooth	2-Crowns	\$62.80	\$62.80
D0940	Protective restoration	1-Restorations	\$1.25	\$1.25
D0120	Pulp cap - indirect, excluding final restoration	1-Restorations	\$22.44	\$22.44
D0220	Therapeutic pulpotomy, including final restoration - removal of pulp to root in the deciduous maxillary incisor and excision of medication	1-Restorations	\$51.24	\$51.24
D0221	Pulp development, permanent and permanent tooth	1-Restorations	\$2.00	\$2.00
D0210	Composite Resin, anterior tooth, including final restoration	2-Restorations	\$72.00	\$72.00
D0200	Composite Resin, posterior tooth, including final restoration	2-Restorations	\$74.00	\$74.00
D0740	Extraction, erupted tooth requiring removal of bone and/or appliances of tooth, and including excision of mucoperiosteal flap if colored	1-Surgical Extractions	\$45.80	\$45.80
D0740	Extraction, erupted tooth requiring removal of bone and/or appliances of tooth, and including excision of mucoperiosteal flap if colored	1-Surgical Extractions	\$79.80	\$79.80
D0750	Removal of impacted tooth - soft tissue	1-Surgical Extractions	\$127.80	\$127.80
D0750	Removal of impacted tooth - partially bony	1-Surgical Extractions	\$126.74	\$126.74
D0760	Removal of impacted tooth - completely bony	1-Surgical Extractions	\$180.44	\$180.44
D0770	Removal of maxillary tooth with orthodontic appliance	1-Surgical Extractions	\$68.80	\$68.80
D0780	Removal and drainage of abscess - internal soft tissue	1-Oral Surgery	\$23.37	\$23.37
D0110	Palliative emergency treatment of dental pain - minor procedure	1-Emergency (Palliative)	\$28.20	\$28.20
D8020	Deep sedation/general anesthesia - each 15 minute treatment	1-Anesthesia	\$156.00	\$156.00
D1590	Consult Fee	Temporary Code	\$74.81	\$74.81

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