



CONTRACT NUMBER: 2019-000053S

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

and

PLAN DE SALUD MENONITA, 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 PLAN DE SALUD MENONITA, INC., FOR THE PROVISION OF PHYSICAL AND BEHAVIORAL HEALTH SERVICES UNDER THE GOVERNMENT HEALTH PLAN (the "Amendment") is by and between Plan De Salud Menonita, Inc. ("the Contractor"), a managed care organization duly organized and authorized to do business under the laws of the Government of Puerto Rico, represented by its Executive Vice-President, Pablo Almodóvar Scalley, of legal age, married, resident of Guaynabo, 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, Jorge E. Galva Rodríguez, JD, MHA, of legal age, married and resident of Vega Alta, 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. Immediately following Section 1.1.8.7, a new Section 1.1.9 shall be inserted stating as follows:

1.1.9 Pursuant to the Social Security Act and to the purposes of the medical assistance regulations in Puerto Rico, all proceedings and methodologies used shall abide to Medicaid regulations and policies.

2. Immediately following Section 10.7.2.8, a new Section 10.8 shall be inserted stating 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 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 modification 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 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.
- 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. Contractor must comply with all applicable provisions related to appeals or disputes by PMG as set forth in the Provider Contract.

- 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.

3. Section 21.1 shall be amended and replaced in its entirety as follows:

21.1 Subject to and upon the terms and conditions herein, this Contract shall be in full force and effect on November 1, 2018 and shall terminate on September 30, 2022. The Contractor shall begin providing Covered Services to Enrollees on November 1, 2018, which shall be deemed to be the Implementation Date of the Contract. The foregoing notwithstanding, ASES, subject to Article 35 reserves the right, prior written notice of ninety (90) Calendar Days, to amend or partially terminate the Contract at any time to implement a demonstrative plan to incorporate the new public health policies and/or strategies of the Government. Upon written notice of amendment or partial termination of this Contract pursuant to this Article 21, ASES will evaluate in good faith a renegotiation of PMPM Payments payable under this Contract.



4. Section 21.2 shall be amended and replaced in its entirety as follows:

21.2 The Contract Term shall begin at 12:01 a.m., Puerto Rico Time, Effective Date of the Contract and shall continue until 11:59 p.m., Puerto Rico time, on September 30, 2022.

5. Section 21.4 shall be amended and replaced in its entirety as follows, and for clarity, Section 21.4.1 shall be deleted in its entirety:

21.4 The PMPM Payments shall be negotiated for every rating period covered by the Contract (namely from November 1, 2018 to October 31, 2019, November 1, 2019 to June 30, 2020, July 1, 2020 to September 30, 2021, and October 1, 2021 to September 30, 2022). Any increase in the PMPM Payment shall be subject to ASES's determination that the proposed new amount is actuarially sound.

6. Immediately following Section 22.4.2.3, a new Section 22.4.2.4 shall be inserted stating 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.

7. The following amended attachments, copies of which are included, are substituted in this Contract as follows:



ATTACHMENT 11: PER MEMBER PER MONTH PAYMENTS
ATTACHMENT 11A: DENTAL FEE SCHEDULE

- 7/1/2020 – 9/30/2021
- 10/1/2021 – 9/30/2022

ATTACHMENT 31: ENROLLEES QUALIFIED FOR THE GOVERNMENT HEALTH PLAN UNDER TEMPORARY EXPANSIONS OF MEDICAID COVERAGE ELIGIBILITY

ATTACHMENT 32: ENROLLEES QUALIFIED FOR THE GOVERNMENT HEALTH PLAN UNDER LAWFUL CUSTODY OF THE PUERTO RICO DEPARTMENT OF CORRECTIONS AND REHABILITATION

II. RATIFICATION

All other terms and provisions of the original Contract, as amended by Contracts Number 2019-000053A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R 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 2019-000053, including amendments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R and this Amendment S.

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 31 day of March, 2022.

ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO (ASES)

Name: Jorge E. Galya Rodríguez, JD, MHA
EIN: 66-05000678

3/31/2022

Date

PLAN DE SALUD MENONITA, INC.

Name: Pablo Almodovar Scalley
EIN: 66-0636242

3/31/2022

Date

Account No. 256-5325 to 5330



Administración de Seguros de Salud October 1, 2021 to September 30, 2022 GHP (Vital) PMPM Premium Rates	
Rate Code	PMPM
Medicaid Pulmonary	\$241.25
Medicaid Diabetes/Low Cardio	\$428.04
Medicaid High Cardio	\$743.04
Medicaid Renal	\$1,120.51
Medicaid Cancer	\$2,320.81
Medicaid Male 45+	\$164.24
Medicaid Male 19-44	\$117.24
Medicaid Male 14-18	\$96.43
Medicaid Female 45+	\$206.19
Medicaid Female 19-44	\$140.20
Medicaid Female 14-18	\$95.88
Medicaid Age 7-13	\$75.77
Medicaid Age 1-6	\$87.47
Medicaid Under 1	\$161.41
Public EE Commonwealth Pulmonary	\$197.16
Public EE Commonwealth Diabetes/Low Cardio	\$349.51
Public EE Commonwealth High Cardio	\$610.50
Public EE Commonwealth Renal	\$929.91
Public EE Commonwealth Cancer	\$1,943.34
Public EE Commonwealth Male 45+	\$102.58
Public EE Commonwealth Male 19-44	\$111.12
Public EE Commonwealth Male 14-18	\$90.06
Public EE Commonwealth Female 45+	\$193.60
Public EE Commonwealth Female 19-44	\$131.97
Public EE Commonwealth Female 14-18	\$89.21
Public EE Commonwealth Age 7-13	\$70.67
Public EE Commonwealth Age 1-6	\$81.74
Public EE Commonwealth Under 1	\$151.37
Transferred to CHIP Pulmonary	\$245.98
Transferred to CHIP Diabetes	\$1,214.82
Transferred to CHIP Age 14+	\$128.23
Transferred to CHIP Age 7-13	\$91.22
Transferred to CHIP Age 1-6	\$96.45
Transferred to CHIP Under 1	\$232.96
CHIP Pulmonary	\$245.98
CHIP Diabetes	\$1,214.82
CHIP Age 7-13	\$91.22
CHIP Age 14+	\$128.23
CHIP Age 1-6	\$96.45
CHIP Under 1	\$232.96
Dual Eligible Part A and B	\$430.08
Dual Eligible Part A Only	\$430.91
Transferred Medicaid Pulmonary	\$241.25
Transferred Medicaid Diabetes or Low Cardio	\$428.04
Transferred Medicaid High Cardio	\$743.04
Transferred Medicaid Renal	\$1,120.51
Transferred Medicaid Cancer	\$2,320.81
Transferred Medicaid Male 45+	\$164.24
Transferred Medicaid Male 19-44	\$117.24
Transferred Medicaid Male 14-18	\$96.43
Transferred Medicaid Female 45+	\$206.19
Transferred Medicaid Female 19-44	\$140.20
Transferred Medicaid Female 14-18	\$95.88
Transferred Medicaid Age 7-13	\$75.77
Transferred Medicaid 1-6	\$87.47
Transferred Medicaid Under 1	\$161.41
PRPL Medicaid Male 45+	\$212.11
PRPL Medicaid Male 19-44	\$151.93



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PRPL Medicaid Male 14-18	\$125.38
PRPL Medicaid Female 45+	\$208.57
PRPL Medicaid Female 19-44	\$181.79
PRPL Medicaid Female 14-18	\$124.88
PRPL Medicaid Age 7-13	\$98.50
PRPL Medicaid Age 1-6	\$113.71
PRPL Medicaid Under 1	\$209.83
PRPL CHIP Age 7-13	\$118.81
PRPL CHIP Age 14+	\$166.71
PRPL CHIP Age 1-6	\$125.39
PRPL CHIP Under 1	\$302.85
Maternity/Delivery Kick Payment	\$8,260.90
Correctional Facility Hospital Case Rate	\$9,869.70
Composite (EXCL. Correctional Pop Case Rate)	\$243.00

Administración de Seguros de Salud	
June 1, 2021 until May 31, 2022	
PSG (MI Salud) PMPM Premium Rate	
Rate Cell	PMPM Premium Rate
Law 72, Article VI Public Employees and Pensioners*	\$191.88

Enrollees within the Law 72, Article VI Public Employees and Pensioners rate cell are not subject to Attachment 28, and instead shall remain in the Law 72, Article VI Public Employees and Pensioners rate cell during the term of their enrollment.



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ATTACHMENT 11-A

Administración de Seguros de Salud July 1, 2020 to September 30, 2021 GHP (Vital) PMPM Premium Rates						
HCPCS	Description	Type	Vital 2020-2021 Fee Schedule	Percent of PR Billed Charges	PR College of Dental Surgeons Proposed Fee	Vital Fee as a Percent of CDR Fee
D0120	Periodic oral evaluation - established patient	I-Oral Evaluations	\$15.42	54%	\$15.00	102.6%
D0140	Limited oral evaluation - problem focused	I-Oral Evaluations	\$21.78	49%	\$19.17	103.4%
D0150	Comprehensive oral evaluation - new or established patient	I-Oral Evaluations	\$24.41	54%	\$24.00	67.7%
D0160	Detailed and extensive oral evaluation - problem focused, by report	I-Oral Evaluations	\$40.33	66%	\$90.44	80.2%
D0210	Intraoral - complete series of radiographic images	I-X-Rays	\$40.70	69%	\$44.76	111.2%
D0220	Intraoral - periapical first radiographic image	I-X-Rays	\$8.80	67%	\$13.42	94.1%
D0230	Intraoral - periapical each additional radiographic image	I-X-Rays	\$8.89	71%	\$7.80	114.2%
D0270	Bitewing - single radiographic image	I-X-Rays	\$8.62	67%	\$13.45	64.1%
D0272	Bitewings - two radiographic images	I-X-Rays	\$15.01	62%	\$18.28	92.2%
D0330	Panoramic radiographic image	I-X-Rays	\$30.86	50%	\$27.51	112.7%
D1110	Prophylaxis - adult	I-Prophylaxis	\$27.86	64%	\$30.88	89.9%
D1120	Prophylaxis - child	I-Prophylaxis	\$20.00	54%	\$30.28	64.5%
D1200	Topical application of fluoride varnish	I-Fluoride	\$14.91	63%	\$22.53	66.2%
D1208	Topical application of fluoride - excluding varnish	I-Fluoride	\$14.83	72%	\$17.23	86.1%
D1301	Sealant - per tooth	I-Sealants	\$16.31	55%	\$18.88	86.9%
D2140	Amalgam - one surface, primary or permanent	I-Restorations	\$39.67	67%	\$39.42	100.6%
D2160	Amalgam - two surfaces, primary or permanent	I-Restorations	\$48.70	67%	\$54.38	89.7%
D2180	Amalgam - three surfaces, primary or permanent	I-Restorations	\$90.30	67%	\$62.88	92.7%
D2191	Amalgam - four or more surfaces, primary or permanent	I-Restorations	\$65.90	67%	\$77.23	86.2%
D2300	Resin-based composite - one surface, anterior	I-Restorations	\$44.22	66%	\$42.21	104.0%
D2331	Resin-based composite - two surfaces, anterior	I-Restorations	\$54.20	56%	\$58.70	92.4%
D2332	Resin-based composite - three surfaces, anterior	I-Restorations	\$65.00	55%	\$60.88	94.4%
D2335	Resin-based composite - four or more surfaces or involving incisal angle (anterior)	I-Restorations	\$78.29	56%	\$63.28	94.0%
D2391	Resin-based composite - one surface, posterior	I-Restorations	\$48.18	56%	\$50.84	94.8%
D2930	Prefabricated stainless steel crown - primary tooth	I-Inlays/Onlays/Crowns	\$62.83	38%	\$58.33	107.7%
D2940	Protective restoration	I-Restorations	\$31.20	60%	\$36.97	84.5%
D3120	Pulp cap - indirect (excluding final restoration)	I-Endodontics	\$22.44	60%	\$24.90	89.5%
D3220	Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medication	I-Endodontics	\$54.34	58%	\$63.87	85.1%
D3221	Pulpal debridement, primary and permanent teeth	I-Endodontics	\$27.20	28%	\$24.15	112.0%
D3310	Endodontic therapy, anterior teeth (excluding final restoration)	I-Endodontics	\$150.70	37%	\$138.90	110.1%
D3320	Endodontic therapy, straight tooth (excluding final restoration)	I-Endodontics	\$164.04	35%	\$149.53	109.7%
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	I-Simple Extractions	\$43.88	54%	\$39.28	111.7%
D7210	Extraction, erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated	I-Surgical Extractions	\$79.86	57%	\$80.15	99.6%
D7220	Removal of impacted tooth - soft tissue	I-Surgical Extractions	\$127.60	75%	\$112.15	113.8%
D7230	Removal of impacted tooth - partially bony	I-Surgical Extractions	\$156.74	72%	\$138.25	113.4%
D7240	Removal of impacted tooth - completely bony	I-Surgical Extractions	\$180.44	72%	\$169.81	112.8%
D7250	Removal of residual tooth roots (pulling procedure)	I-Surgical Extractions	\$56.00	38%	\$49.76	114.1%
D7910	Incision and drainage of abscess - intraoral soft tissue	I-Oral Surgery	\$23.37	22%	\$22.41	104.3%
D8110	Palliative (emergency) treatment of dental pain - minor procedure	I-Emergency (Palliative)	\$26.25	44%	\$23.90	103.8%
D8223	Deep sedation/general anesthesia - each 15 minute increment	I-Anesthesia	\$105.90	101%	\$173.95	109.9%
D1999	COVID Fee	Temporary Code	\$14.51			

Notes:
 1. Billed charges reflect the Puerto Rico area adjusted billed charges by procedure.
 2. The fee schedule was developed in consultation with the Puerto Rico College of Dental Surgeons (CRS) and taking into consideration their own proposal for the fee schedule.

ATTACHMENT 11 A



Administración de Seguros de Salud
October 1, 2021 to September 30, 2022
GHP (Vital) PMPM Premium Rates

HCPCS	Description	Type	Minimum Fee	Minimum Fee - Maxillofacial Surgeon Specialist
D0120	Periodic oral evaluation - established patient	I-Oral Evaluations	\$15.42	\$15.42
D0140	Limited oral evaluation - problem focused	I-Oral Evaluations	\$20.78	\$20.78
D0150	Comprehensive oral evaluation - new or established patient	I-Oral Evaluations	\$24.41	\$24.41
D0160	Detailed and extensive oral evaluation - problem focused, by report	I-Oral Evaluations	\$40.03	\$40.03
D0210	Intraoral - complete series of radiographic images	I-X-Rays	\$49.76	\$49.76
D0220	Intraoral - periapical first radiographic image	I-X-Rays	\$8.60	\$8.60
D0230	Intraoral - periapical each additional radiographic image	I-X-Rays	\$8.68	\$8.68
D0270	Bitewing - single radiographic image	I-X-Rays	\$8.62	\$8.62
D0272	Bitewings - two radiographic images	I-X-Rays	\$15.01	\$15.01
D0330	Panoramic radiographic image	I-X-Rays	\$30.86	\$30.86
D1110	Prophylaxis - adult	I-Prophylaxis	\$27.85	\$27.85
D1120	Prophylaxis - child	I-Prophylaxis	\$20.00	\$20.00
D1208	Topical application of fluoride varnish	I-Fluoride	\$14.91	\$14.91
D1208	Topical application of fluoride - excluding varnish	I-Fluoride	\$14.83	\$14.83
D1351	Sealant - per tooth	I-Sealants	\$16.31	\$16.31
D2140	Amalgam - one surface, primary or permanent	II-Restorations	\$39.67	\$39.67
D2150	Amalgam - two surfaces, primary or permanent	II-Restorations	\$48.78	\$48.78
D2160	Amalgam - three surfaces, primary or permanent	II-Restorations	\$58.35	\$58.35
D2161	Amalgam - four or more surfaces, primary or permanent	II-Restorations	\$68.90	\$68.90
D2330	Resin-based composite - one surface, anterior	II-Restorations	\$44.22	\$44.22
D2331	Resin-based composite - two surfaces, anterior	II-Restorations	\$54.26	\$54.26
D2332	Resin-based composite - three surfaces, anterior	II-Restorations	\$65.00	\$65.00
D2335	Resin-based composite - four or more surfaces or involving incisal angle (anterior)	II-Restorations	\$78.29	\$78.29
D2391	Resin-based composite - one surface, posterior	II-Restorations	\$48.18	\$48.18
D2930	Prefabricated stainless steel crown - primary tooth	III-Inlays/Onlays/Crowns	\$62.83	\$62.83
D2940	Protective restoration	II-Restorations	\$31.25	\$31.25
D3120	Pulp cap - indirect (excluding final restoration)	II-Endodontics	\$22.44	\$22.44
D3220	Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medicament	II-Endodontics	\$54.34	\$54.34
D3221	Pulpal debridement, primary and permanent teeth	II-Endodontics	\$27.29	\$27.29
D3310	Endodontic therapy, anterior tooth (excluding final restoration)	II-Endodontics	\$150.70	\$150.70
D3320	Endodontic therapy, bicuspid tooth (excluding final restoration)	II-Endodontics	\$164.04	\$164.04
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	II-Simple Extractions	\$43.86	\$72.00
D7210	Extraction, erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated	II-Surgical Extraction	\$79.86	\$120.00
D7220	Removal of impacted tooth - soft tissue	II-Surgical Extraction	\$127.60	\$173.88
D7230	Removal of impacted tooth - partially bony	II-Surgical Extraction	\$156.74	\$193.20
D7240	Removal of impacted tooth - completely bony	II-Surgical Extraction	\$180.44	\$212.52
D7250	Removal of residual tooth roots (cutting procedure)	II-Surgical Extraction	\$56.80	\$82.80
D7510	Incision and drainage of abscess - intraoral soft tissue	II-Oral Surgery	\$23.37	\$23.37
D8110	Palliative (emergency) treatment of dental pain - minor procedure	II-Emergency (Palliative)	\$26.25	\$26.25
D9223	Deep sedation/general anesthesia - each 15 minute increment	II-Anesthesia	\$185.99	\$234.60
D1909	COVID Fee	Temporary Code	\$14.51	\$14.51



ATTACHMENT 31

ENROLLEES QUALIFIED FOR THE GOVERNMENT HEALTH PLAN UNDER TEMPORARY EXPANSIONS OF MEDICAID COVERAGE ELIGIBILITY

1. DEFINITIONS

1.1 "Emergency Medical Group ("EMG")

A category of Enrollees qualified for GHP under a temporary expansion of Medicaid coverage eligibility requirements during the COVID-19 pandemic.

1.2 Emergency Medical Group Enrollees

From November 15, 2020 to September 30, 2022, Potential Enrollees who qualify for the Emergency Medical Group ("EMG") are eligible to participate under the Medicaid and CHIP programs under the GHP. During this time, EMG Enrollees shall receive the same benefits as the eligible populations as defined in Section 1.3.1.

2. ELIGIBILITY

- 2.1 EMG potential enrollees shall comply with eligibility requirements as set forth by the Medicaid Program for the establishment of the poverty level for eligibility certification. EMG enrollees may be considered Medicaid, CHIP or State Population according to Medicaid Program's eligibility certification.

3. ENROLLMENT AND APPLICABLE RATES

3.1 Effective Date of Enrollment for EMG

The effective Date of Enrollment for all Emergency Medical Group Enrollees shall begin no earlier than November 15, 2020. All other Enrollment processes and procedures under Section 5.2 of this Contract shall apply, including those applicable provisions governing notification to Enrollees and Providers on Enrollment and changes in Enrollment status.

3.2 Disenrollment

EMG Enrollees shall have a Term of Enrollment that expires on September 30, 2022. Upon expiration of this term, EMG Enrollees shall undergo the same Disenrollment procedures set forth under Section 5.3 as applicable to Enrollees who are no longer eligible for the GHP.

3.3 Applicable rates

Payment for EMG shall be as specified in the amended Attachment 11

4. HEALTH CARE IMPROVEMENT PROGRAM (HCIP) AND QUALITY ACTIVITIES

4.1 The EMG population will be excluded from the following quality activities:

- 4.1.1 HCIP – The Contractor shall not include the EMG population under the program.
- 4.1.2 CAHPS & ECHO – The Contractor shall not survey the EMG population.
- 4.1.3 Performance Improvement Projects- The Contractor shall exclude the EMG population from the projects implemented.
- 4.1.4 ER Quality Initiative- The MCO will not include the EMG population.

4.2 Health Risk Assessment

The Contractor shall perform the Health Risk Assessment during the first 120 days of the member's enrollment.

5. ATTACHMENT APPLICABILITY

This attachment supplements, and, where indicated, supersedes the requirements contained in Articles 1-61 of this Contract. The Contractor is required to follow all provisions pursuant to Articles 1-61 of this Contract unless otherwise stated in this attachment. Hence, all the terms and conditions of this Contract and its Attachments remain in full force and effect.



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ATTACHMENT 32

ENROLLEES QUALIFIED FOR THE GOVERNMENT HEALTH PLAN UNDER LAWFUL CUSTODY OF THE PUERTO RICO DEPARTMENT OF CORRECTIONS AND REHABILITATION

I. DEFINITIONS

1. The following Definitions shall be as follows:

- 1.1 **Inmate:** Individuals that are in the lawful custody of the Puerto Rico Department of Corrections and Rehabilitation, held involuntarily in a correctional facility, and enrolled in Medicaid by the Puerto Rico Medicaid Program. For purposes of this Contract, references to "Enrollee" do not include Inmates because the scope of the Medicaid benefit for Inmates is limited to inpatient hospital stays, provided outside the correctional facility, when the Inmate is admitted for twenty-four (24) hours or more.

2. Section 5.2.6 shall be understood as follows:

Enrollment Procedures for All Enrollees **Except** Newborns and **Inmates**

3. Specific Contractor Responsibilities Regarding Inmates

- 3.1 For purposes of coverage for inpatient stays for Inmates, a PMPM Payment shall not be made. Inmates will be enrolled with Contractors on a rotating basis and the Inmate's Medicaid eligibility shall be effective on the date of inpatient hospital admission and ends on the date of discharge. The Contractor shall reimburse the hospital at the applicable network rate and notify ASEES within thirty (30) Calendar Days of the services paid for each inmate. ASEES will remit the payment based on the Correctional Facility Hospital Case Rate defined for the contract year, and according to the enrollment status of the enrollee. The payment issued by ASEES shall be duly certified by the Contractor. The case rate payment will apply to claims with a date of service from October 1, 2021 through the duration of this amendment.

- 3.2 The payment for the incarcerated population will be a one-time payment at the time of transfer from the correctional facility to the hospital inpatient setting. The one-time payment shall cover hospital inpatient and professional services related to the hospital inpatient admission.

4. According to 42 CFR 438.10 and the Information on the extent to which, and how, after-hours and emergency coverage are provided, established on Section 6.4.5.25 Contractor must notice that:

- 4.1 For Inmates that are enrolled in Medicaid, Co-Payments do not apply for the inpatient hospital admission as specified in Attachment 8.



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5. According to Section 22.1.4 ASES will have the discretion to recoup payments made to the Contractor for ineligible Enrollees, including, but not limited to, the following:

5.1 Enrollees that were Inmates during the Enrollment month for which payment was made.

6. Regarding the Medical Loss Ratio established on Section 22.2 it must be noted the following:

6.1 Claims paid on behalf of Inmates as described in Section 5.2.10 shall be excluded from the Medical Loss Ratio calculation.



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