

CONTRACT NUMBER: 2023-000047A

AMENDMENT TO THE CONTRACT BETWEEN **Contrato Número**
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, 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 Government of Puerto Rico, represented by JOSÉ A. PAGÁN TORRES, of legal age, single, resident of Cidra, 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. Marín Ramos, MA, 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 December 29, 2022, with effective date January 1, 2023 (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. Article 2 shall be amended to add Definition as follows:

 **Contract Years:** The Contract Term as defined in Article 21, shall be divided in the following Contract Years:

- Contract Year 1: January 1, 2023 to September 30, 2023
- Contract Year 2: October 1, 2023 to September 30, 2024
- Contract Year 3: October 1, 2024 to September 30, 2025

Non Preferred Drug List ("NPDL"): List of medications that are not included in the PDL, but that have been evaluated and approved by ASES's Pharmacy and Therapeutics (P&T) Committee to be covered only through an exception process if certain clinical criteria are met. Covered outpatient drugs that are not included on the NPDL may still be covered under an

Exception Request in compliance with Section 7.5.12.10.1.2 and Attachment 27 to this Contract, unless statutorily excluded.

Preferred Drug List ("PDL"): A published subset of pharmaceutical products used for the treatment of physical and Behavioral Health conditions developed after clinical recommendations from the Pharmacy and Therapeutics (P&T) Committee.

2. **Section 7.7.11.17 shall be amended as follows:**

7.7.11.17 Required medication for the outpatient treatment of Hepatitis C is included under Special Coverage. Any costs incurred for required medication for the outpatient treatment of Hepatitis C shall be funded through separate payment by ASES to PBM. Medication for the outpatient treatment for AIDS-diagnosed Enrollees or HIV-positive Enrollees is also included under Special Coverage and is provided by ADAP as agreed between the PR Department of Health and PRHIA. Protease inhibitors are included on the covered services and are provided by CPTET Centers.

3. **Section 10.5.1.5.1 shall be amended and replaced in its entirety as follows:**

10.5.1.5.1 Claims submitted for professional services that are listed in the current Medicare Part B fee schedule, as established under Section 1848(b) of the Social Security Act, and as applicable to Puerto Rico, according to the MFS and subsequent revisions approved by CMS, shall be reimbursed by the Contractor at not less than seventy-five percent (75%) of the payment that would apply to covered services and benefits, if they were furnished under Medicare Part B, disregarding services that are paid through Subcapitation Arrangements. Any claims subject to reimbursement in accordance with this Section 10.5.1.5.1 that have been reimbursed at less than seventy-five percent (75%) of the corresponding rates on the Medicare Part B fee schedule shall be re-adjudicated for payment in compliance with this Section. In the event the MCO and the provider have a contracted rate greater than the 75% at the time of this Amendment, the MCO may (i) maintain the current rate contracted with the provider for the effectiveness of that agreement, or (ii) contract a different rate as long as such rate is 75% MFS or higher. The Contractor shall comply with all data collection and reporting requests from ASES, in the manner and frequency set forth by ASES, to validate the Contractor's compliance with this Section.

4. **Section 10.5.1.5.4 shall be amended and replaced in its entirety as follows:**

10.5.1.5.4 Contractor must increase payments to PMGs and Behavioral Health Providers under a Subcapitation Arrangement in accordance with the directed payment implemented for each contract year and approved by CMS in accordance with 42 CFR 438.6(c). Subcapitation Arrangements shall not be subject to the requirements set forth in Sections 10.5.1.5.1 and 10.5.1.5.2. The requirements in Section 10.3.2.1.7 apply to the increase in subcapitation to PMGs and Behavioral Health Providers in that the Providers affiliated with the PMG or the Subcapitated Behavioral Health Provider must receive the full amount of the increase. The foregoing is applicable without limitation to future changes in reimbursement for Providers not currently included in the Medicare Part B definition, as ASES intends to provide subcapitated reimbursement increases to Providers not included

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in the Medicare Part B definition at least equal to the seventy-five percent (75%) of the Medicare Fee Schedule ("MFS") as referenced in Section 10.5.1.5.1. Furthermore, ASES may require at any time that certain professionals not defined as physicians under the Medicare Part B definition be compensated at least 75% of the MFS or as applicable under Attachment 33 of this Contract with prior authorization by CMS and require that these professionals be contracted by Contractor on a non-capitated arrangement basis unless the Provider voluntarily opts out of such arrangement.

5. **Section 12.5.1 shall be amended and replaced in its entirety as follows:**

12.5.1 The HCIP consists of three (3) initiatives subject to performance indicators specified in the Health Care Improvement Program Manual ("HCIP Manual", Attachment 19 to this Contract). The initiatives and accompanying performance indicators and measurement periods for the Contract Term are further defined in the HCIP Manual.

- 12.5.1.1 Chronic Conditions Initiative;
- 12.5.1.2 Healthy People Initiative; and
- 12.5.1.3 Emergency Room High Utilizers Initiative

6. **Section 18.1.11 shall be amended and replaced in its entirety as follows:**

18.1.11 Unless otherwise specified in the Reporting Guide issued by ASES or this Contract, the Contractor shall submit all reports to ASES, according to the schedule below:

AP

EMR

DELIVERABLES	DUE DATE
Weekly Reports	Friday of the following Week
Monthly Reports	Fifteenth (15th) Calendar Day of the following month
Quarterly Reports	Thirtieth (30th) Calendar Day of the following month
Semi-Annual Reports	March 31 and September 30 of the Contract year
Annual Reports	Ninety (90) Calendar Days after the end of Puerto Rico's Fiscal Year

7. **A new Section 18.2.6.5 shall be inserted stating as follows:**

18.2.6.5 The Contractor shall submit an annual *Adult and Child Core Measures Sets*.

8. **Section 18.2.9 shall be amended and replaced in its entirety as follows:**

18.2.9.1 The Contractor shall submit all reports in the manner described below and according to the timing and format specified in the reporting guide.

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- 18.2.9.1.1 The Contractor shall submit a quarterly *Unaudited Financial Statement Report* in the format and level of detail as specified by ASES.
- 18.2.9.1.2 The Contractor shall submit an annual *Report on Controls Placed in Operation and Tests of Operating Effectiveness*. The report must meet all standards and requirements of the AICPA's SSAE 18 for the Contractor's operations performed for ASES under this Contract.
- 18.2.9.1.3 The Contractor shall submit an annual *Audited Financial Statements*. The Contractor shall provide ASES with copies of its audited financial statements following general accepted accounting principles and generally accepted auditing standards in the US, at its own cost and charge, for the duration of the Contract, and as of the end of each Contract Year during the Contract Term, regarding the financial operations related to the GHP Program. These reports shall be submitted to ASES no later the December 31 after the close of the Contract Year.
- 18.2.9.1.4 The Contractor shall submit a quarterly *Cost Avoidance Report*. The report shall describe, as specified by ASES, the Contractor's findings regarding routine audits of Network Providers to evaluate cost-avoidance performance.
- 18.2.9.1.5 The Contractor shall submit an annual *Report to Puerto Rico Insurance Commissioner's Office* in the format agreed upon by the National Association of Insurance Commissioners (NAIC).
- 18.2.9.1.6 The Contractor shall submit an *Annual Corporate Report* by the time specified in the reporting guide.
- 18.2.9.1.7 The Contractor shall, in the format specified by ASES, submit a duly signed *Pharmacy Certification* every two weeks, including the amount of pharmacy claims paid, rejected, denied, reversed and adjusted.
- 18.2.9.1.8 The Contractor shall submit a quarterly *Incurred But Not Paid Report (IBNR)* in the format required by ASES.
- 18.2.9.1.9 The Contractor shall, in the format specified by ASES, submit a *Medical Loss Ratio Report* in accordance with Section 22.2.

9. Section 22.3.1 shall be amended as follows:

- 22.3.1 If the Contractor wishes to contest the payment amounts made by ASES in accordance with the terms outlined in Section 22.1 for services provided under the terms of this Contract, the Contractor shall submit to ASES, in the format defined by ASES, all relevant documentation supporting the Contractor's objection no later than (90) Calendar Days after payment is made. In the event ASES notifies changes to the files or file layouts necessary for payment reconciliation, the term for submitting an objection to payment shall start to run sixty (60) days after notice of changes to the files or file layouts has been issued by ASES. Once this term has

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ended, the Contractor forfeits its right to claim any additional amounts, regarding the period in dispute.

10. **The following new and amended attachments, copies of which are included, are substituted in this Contract as follows:**

ATTACHMENT 3: GHP-UNIVERSAL ENROLLEE GUIDELINES HANDBOOK
ATTACHMENT 7: UNIFORM GUIDE FOR SPECIAL COVERAGE
ATTACHMENT 9: INFORMATION SYSTEM
ATTACHMENT 11: PER MEMBER PER MONTH PAYMENTS
ATTACHMENT 19: HEALTH CARE IMPROVEMENT PROGRAM MANUAL
ATTACHMENT 29: MATERNITY DELIVERY KICK PAYMENT
ATTACHMENT 33: SPECIALIST AND SUBSPECIALIST FEE SCHEDULE

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II. RATIFICATION

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All other terms and provisions of the original Contract, as amended by Contracts Number 2023-000047A, 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 or any of its attachments specifically indicates a different effective date, for purposes of the provisions contained herein, this Amendment shall become effective January 1, 2023.

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 A to the Contract hereby ratify all of the terms and conditions of the Contract Number 2023-000047.

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 5 day of June, 2023.

ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO (ASES)



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

June 5, 2023
Date

FIRST MEDICAL HEALTH PLAN, INC.



Name: José A. Pagán Torres
EIN: 66-0537624

June 5, 2023
Date

Account No. 260-5325 to 5330

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