

**CONTRACT NUMBER: 2023-000047-N**

**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 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 Administrative Vice-President of Operations, "César Ramírez Quiñones, of legal age, single, resident of Toa Alta, 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, Carlos A. Santiago Rosario, ESQ, JD, L.L.M., MSHA, FACHE, CHC, of legal age, married and resident of Salinas, 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, (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. In the Table of Content of the contract, **ATTACHMENT 25** should read as follows:

**ATTACHMENT 25: APPROVED IN LIEU OF SERVICES**

2. Included in the Table of Content of the Contract is **ATTACHMENT 33:**  
**PHYSICIAN MINIMUM FEE SCHEDULE REQUIREMENTS**

3. The following definitions are amended or included in **ARTICLE 2** titled **DEFINITIONS** and they should read as follows:

ADMINISTRACION DE  
SEGUROS DE SALUD

23 - 00047

Contrato Número

**Clinic:** A healthcare facility that does not meet the definition of an Ambulatory Service Unit, which includes but is not limited to, Department of Health Clinics, Prevention Clinics, Urgent Care Clinics, and Physician-operated clinics.

**Health Care Provider:** An individual engaged in the delivery of health care services within their scope of practice as licensed or certified by Puerto Rico in which he or she is providing services, including but not limited to physicians, podiatrists, optometrists, opticians, nutritionists/dieticians, chiropractors, psychologists, psychiatrists, licensed Behavioral Health practitioners, dentists, physician assistant, physical or occupational therapists and therapists assistants, professional counselors, speech-language pathologists, audiologists, registered or licensed practical nurses (including nurse practitioners, clinical nurse specialist, certified registered nurse anesthetists, and certified nurse midwives), licensed certified social workers, registered respiratory therapist, and certified respiratory therapy technicians.

**In Lieu of Service (ILOS):** An ILOS is a service or setting that is provided to an Enrollee as a substitute for a State Plan service or setting in accordance with 42 CFR § 438.3(e)(2). An ILOS can be used as an immediate or longer-term substitute for a State Plan Service or Setting, or when the ILOS can be expected to reduce or prevent the future need to utilize a State Plan Service or Setting.

**Integration Plan:** The service delivery plan under the GHP Program, providing physical and Behavioral Health Services in close coordination, to ensure optimum prevention, detection, and treatment of physical and Behavioral Health conditions.

**4. Section 6.4.5.25.3.3. shall be amended as follows:**

**6.4.5.25.3.3.** For Medicaid or CHIP Enrollees, Co-Payments may apply to pharmacy and non-emergency services provided in an emergency room pursuant to Attachment 8 to this Contract on Cost-Sharing or as described in the state plan; and

**5. Section 7.4.2 shall be amended and read as follows:**

**7.4.2** The Contractor may cover services or settings for Enrollees that are in lieu of those covered under the State plan if ASES has approved the in lieu of service or setting as a medically appropriate and cost-effective substitute. Approved in lieu of services or settings are described in Attachment 25 and requirements for the delivery of in lieu of services is described in Section 7.14 of this Contract. The utilization and actual cost of approved in lieu of services or settings will be taken into account in developing the component of the PMPM Payment that represents the covered Medicaid State Plan services or settings, unless a statute or regulation explicitly requires otherwise. Any additional approved in lieu of services or settings shall be identified and incorporated into this Contract through subsequent amendment and will be communicated to Contractors via a Normative Letter or other standard method of communication of formal GHP policy.

**6. Section 7.4.3 is added to the contract and should read as follows:**

ADMINISTRACION DE  
SEGUROS DE SALUD

23 - 000472

Contrato Número

7.4.3. The Contractor may offer services or settings for Enrollees in addition to those covered under this Contract or those identified as in lieu of services in Attachment 25, but the utilization or cost of those services will not be taken into account in developing the PMPM payments paid to the Contractor.

7. Section 7.5.1 shall be amended and replaced as follows:

7.5.1 Basic and Behavioral Health Coverage is available to all GHP Enrollees, except as provided in the table below. Basic Coverage includes the following categories:

<b>BASIC COVERAGE SERVICES</b>	<b>GHP ELIGIBILITY GROUPS COVERED</b>
Preventive Services	All
Diagnostic Test Services	All
Outpatient Rehabilitation Services	All
Medical and Surgical Services	All
Emergency Transportation Services	All (Services outside Puerto Rico available only for Medicaid and CHIP Eligibles)
Maternity and Pre-Natal Services	All
Emergency Services	All (Services outside Puerto Rico available only for Medicaid and CHIP Eligibles)
Hospitalization Services	All
Behavioral Health Services	All
Pharmacy Services	All (Note: Claims processing and adjudication Services provided by PBM; not covered under this Contract.)
Home health – starting July 1, 2024	All
Hospice – starting July 1, 2024	All
Durable Medical Equipment – starting July 1, 2024	All

*Yes*  
*[Signature]*

ADMINISTRACION DE SEGUROS DE SALUD

23 - 000477

Contrato Número

Non-Emergency Medical Transportation – starting July 1, 2024	All
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**8. Section 7.5.2 titled Exclusions from Basic Coverage shall be amended and replaced as follows:**

**7.5.2. Exclusions from Basic Coverage**

**7.5.2.1.** The following services are excluded from all Basic Coverage. In addition, exclusions specific to each category of Covered Services are noted in Sections 7.5.3 - 7.5.16 below.

**7.5.2.1.1.** Services and/or materials provided solely for the convenience or comfort of the beneficiary or their family/caregivers when it is not medically necessary;

**7.5.2.1.2.** Services rendered by close family relatives (parents, offspring, siblings, grandparents, grandchildren, or spouses);

**7.5.2.1.3.** Cosmetic or experimental surgery and treatment, solely to correct defects in the physical appearance, excluding also hospitalization, medical surgical services and complications associated with this procedure, regardless of other medical justification, except as required by any federal or Puerto Rico law or regulation. Breast reconstruction after a mastectomy and surgical procedures that are determined to be medically necessary to treat morbid obesity shall not be regarded as cosmetic procedures;

**7.5.2.1.4.** Sports medicine, musical therapy, and natural medicine;

**7.5.2.1.5.** Services, diagnostic testing, or treatment ordered and/or rendered by naturopaths, naturists, or iridologists;

**7.5.2.1.6. Stays the same as stated in the amended contract**

**7.5.2.1.7.** Epidural anesthesia services other than during a Caesarean section;

**7.5.2.1.8. Stays the same as stated in the amended contract**

ADMINISTRACION DE  
SEGUROS DE SALUD

23 - 00047X

Contrato Número

7.5.2.1.9. Peritoneal dialysis or hemodialysis services (for Enrollees who are in Basic Coverage and do not meet medical necessity criteria);

**7.5.2.1.10. Home Health and Hospice care for Adults was eliminated in its entirety and this section shall read as follows:**

Services received outside the territorial limits of Puerto Rico, except as provided in Sections 7.5.7.11 (Emergency Transportation) and 7.5.9.3 (Emergency Services), or services that have received a prior authorization;

7.5.2.1.11. Expenses incurred for the treatment of conditions resulting from services not covered under the GHP (maintenance prescriptions and required clinical laboratories for the continuity of a stable health condition, as well as any emergencies which could alter the effects of the previous procedure, are covered);

7.5.2.1.12. Judicially ordered evaluations for legal purposes;

7.5.2.1.13. Psychological, psychometric, and psychiatric tests and evaluations to obtain employment or insurance, or for purposes of litigation;

7.5.2.1.14. Eyeglasses for Adults except when provided by the Contractor as an in lieu of service and Contact lenses for Adults;

ADMINISTRACION DE  
SEGUROS DE SALUD

7.5.2.1.15. Acupuncture services;

23 - 00047X

7.5.2.1.16. Sex change procedures;

Contrato Número

7.5.2.1.17. Organ and tissue transplants, except skin, bone and corneal transplants.;

and

7.5.2.1.18. Treatment for infertility and/or related to conception by artificial means including tuboplasty, vasovasostomy, and any other procedure to restore the ability to procreate;

**9. The following sections of 7.5.3. titled “Preventive Services” shall be amended as follows:**

7.5.3.2.1.2. The Contractor shall provide and pay for the immunizations of all Enrollees as recommended by the Advisory Committee on

Immunization Practices (ACIP) based on the Enrollee's age and geography.

**7.5.3.2.1.2.1.** Licensed physicians and licensed pharmacists may administer vaccines or registered nurses who are operating under the supervision of a licensed physician

**7.5.3.2.1.3.** As of October 1, 2024, all vaccine administration fees will be included as part of the capitation rate paid to the Contractor. No separate reimbursement will be provided for COVID 19 vaccine administration fees.

**7.5.3.2.1.4** The Contractor shall cover the administration of all the vaccines according to the fee schedule established by the Puerto Rico Health Department or if administered by a physician or under the supervision of a physician consistent with the minimum fee schedule requirements in Attachment 33. The Contractor shall contract with immunization providers, duly certified by the Puerto Rico Department of Health, to provide immunization services.

**7.5.3.2.5.** Nutritional, oral, and physical health education and counseling;

**7.5.3.2.5.1** Primary Care Physicians may provide physical health counseling;

**7.5.3.2.5.2** Primary Care Physicians and licensed Dentists may provide oral health counseling; and

**7.5.3.2.5.3** Licensed nutritionists or licensed dieticians may provide nutrition counseling.

**7.5.3.2.6.** Reproductive health counseling and family planning. Enrollees shall be free to choose the method of family planning in accordance with Section 1902(a)(23)(B) of the Social Security Act and 42 CFR 438.210(a)(4)(ii)(C) which permits the enrollee the freedom to choose the provider of family planning services and method of family planning,

ADMINISTRACION DE  
SEGUROS DE SALUD

23 - 000477

Contrato Número

even if the provider does not participate in the Contractor's network.

The Contractor shall cover the following family planning services:

**7.5.3.2.6.9** Other FDA-approved contraceptive medications or methods not covered by sections 7.5.3.2.6.6 or 7.5.3.2.6.7 of the Contract, when it is Medically Necessary and approved through a Prior Authorization or through an exception process and the prescribing Provider can demonstrate that the Enrollee meets medical necessity criteria based on factors such as severity of side effects and clinical effectiveness.

The following sections were eliminated from the amended contract:

**7.5.3.2.6.9.1.**

**7.5.3.2.6.9.2.**

**7.5.3.2.6.9.3.**

**Section 7.5.3.2.10. shall include the following:**

**7.5.3.2.10.** A comprehensive annual health evaluation for each beneficiary and follow-up visits based on medical necessity criteria; and



**11. Section 7.5.6.4 shall be replaced and shall include the following:**

**7.5.6.4.** Abortions are covered for medically necessary abortions only when the pregnancy was the result of rape or incest, or the pregnant person suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the person in danger of death unless an abortion is performed;

**12. Section 7.5.6.5. shall be amended as follows:**

**7.5.6.5.** Eyeglasses and Contact lenses are covered for Eligible beneficiaries under the age of 21 consistent with requirements under EPSDT, Section 1905(r) of the Social Security Act and as specified in ASES Normative letter 15-1223.

**13. Section 7.5.8.1.6. shall be amended and shall include the following:**

ADMINISTRACION DE  
SEGUROS DE SALUD

23 - 00047<sup>9x</sup>

Contrato Número



7.5.8.1.6. Anesthesia, excluding epidural in instances other than Cesarean section;

14. Section 7.5.8.1.8 shall be replaced with the following:

7.5.8.1.8 Fetal monitoring services, during hospitalization and outpatient use of the fetal monitor for high-risk pregnancies as deemed medically necessary;

15. Section 7.5.8.1.13 shall be amended to read as:

7.5.8.1.13 Delivery services provided in free-standing birth centers, at the time that a free-standing birth center is available in Puerto Rico.

16. Section 7.5.8.2.1 shall read as follows:

7.5.8.2.1 Outpatient use of fetal monitor for enrollees who do not meet medical necessity criteria;

17. Section 7.5.8.4.9. shall be amended as follows:

7.5.8.4.9. Other FDA-approved contraceptive medications or methods not covered by sections 7.5.8.4.7 or 7.5.8.4.8 of the Contract, when it is Medically Necessary and approved through a Prior Authorization or through an exception process and the prescribing Provider can demonstrate that the Enrollee meets medical necessity criteria based on factors such as severity of side effects and clinical effectiveness.

18. Sections 7.5.8.4.9.1., 7.5.8.4.9.2 and 7.5.8.4.9.3. shall be eliminated from the contract.

19. The following sections shall be amended as follows:

7.5.11.3.2.1. Inpatient Behavioral Health Services in an IMD for Enrollees aged sixty-five (65) and older are covered without limits based on medical necessity and consistent with PR Law 408-2000, as amended, known as "Mental Health Code of Puerto Rico".

7.5.11.3.2.2. Inpatient Psychiatric Facility Services for Enrollees aged zero (0) to twenty (20) are covered without limits based on medical necessity and consistent with PR Law 408-2000 as amended, known as "Mental Health Code of Puerto Rico".

20. The following clause 7.5.12.3.1. shall be amended to:

ADMINISTRACION DE SEGUROS DE SALUD 7.5.12.3.1. Medications delivered directly to Enrollees by a Provider that does not have a pharmacy license, with the exception of medications that are traditionally

23 - 000 47 7

Contrato Número



administered in a doctor's office, such as injections or those that are delivered as part of Home Health.

**21. The following sections 7.5.12.7.1 and subsections 7.5.12.7.1.1. and 7.5.12.7.1.2. shall be amended to read as follows:**

**7.5.12.7.1. Medications for Treatment of HIV/AIDS**

**7.5.12.7.1.1.** Starting July 1, 2024, HIV/AIDS medications will no longer be excluded from ASES's FMC, and therefore shall be covered through the Contractor.

**7.5.12.7.1.2.** The Contractor is not At Risk for the coverage of these medications and will be reimbursed for the cost of covering these drugs for Enrollees separate from the capitation rate.

**22. The following section shall be amended 7.5.12.7.4 to read:**

Synthroid. Prescriptions for Synthroid shall be processed and reimbursed in accordance with Normative Letter 24-1107 while such arrangement as described remains in effect.

**23. The following articles shall be amended or added:**

**7.5.12.21.2.** The Contractor must comply with the Normative Letter 18-0813

**7.5.12.21.3.** The Contractor must provide access to drugs consistent with coverage changes listed on the Plan Vital or GHP website and in accordance with clinical protocols, including access to GLP-1 and HIV Prep drugs starting July 1, 2024.

**24. Section 7.5.13. titled Home Health shall be included in the amended contract and shall read as follows:**

**7.5.13.1.** The Contractor shall provide home health services as defined under 42 CFR 440.70 for eligible Enrollees consistent with clinical coverage policies developed by ASES. Covered home health services include:

**7.5.13.1.1** Medically necessary part-time or intermittent skilled nursing care;

**7.5.13.1.2.** Services of home health aides;

**7.5.13.1.3.** Physical therapy;

**7.5.13.1.4.** Occupational therapy;

**7.5.13.1.5.** Speech-language pathology services;

**7.5.13.1.6.** Certain home infusions; and

ADMINISTRACION DE  
SEGUROS DE SALUD

23 - 000 477

Contrato Número

7.5.13.1.7. Medical equipment and supplies for use at home or other community centered location;

7.5.13.2. All services provided under home health need to have prior authorization, been deemed medically necessary and be prescribed under an approved plan of care.

7.5.13.3. There must be a face-to-face or telehealth encounter between a provider and a beneficiary primarily related to the reason for home health within 90 days prior to or 30 days after the start of services.

7.5.13.4. Home health is not covered when,

7.5.13.4.1. The beneficiary is in an inpatient hospital setting or

7.5.13.4.2. Furnished only to assist the beneficiary in meeting personal care needs.

7.5.13.5. Home Health visits will be verified through Electronic Visit Verification (EVV) upon determination of ASES or the Department of Health of Puerto Rico of the method of EVV implementation.

**25. Section 7.5.14. titled Hospice shall be included in the amended contract and shall read as follows:**



7.5.14.1. The Contractor shall provide hospice care, in adherence with ASES guidance, as a Covered Service for Enrollees who:



7.5.14.1.1. Have a terminal illness defined as an illness or condition with a medical prognosis of life of less than 6 months, as certified by a physician and

7.5.14.1.2. Has selected GHP-vital hospice coverage

7.5.14.2. Hospice coverage is provided for two (2) 90-day periods followed by an unlimited number of 60-day periods and only through Medicare certified hospice providers.

**26. Section 7.5.15. titled Durable medical equipment shall be included in the amended contract and shall be read as follows:**

7.5.15.1 The Contractor must provide durable medical equipment (DME) as a Covered Service, in adherence with ASES guidance

7.5.15.2 . DME must meet the requirements of 7.5.13.

ADMINISTRACION DE  
SEGUROS DE SALUD

23 - 00047X

Contrato Número

**7.5.15.3** The Contractor must use providers of DME or supplies who are certified to participate in Medicare.

**7.5.15.4** There must be a telehealth or face-to-face encounter between a provider and a beneficiary primarily related to the reason for DME no more than 6 months prior to the start of services

**27. Section 7.5.16. titled Non-emergency medical transportation shall be included in the amended contract and shall read as follows:**

**7.5.16.1.** The Contractor must provide non-emergency medical transportation as a Covered Service

**7.5.16.2.** Trips provider under the NEMT benefit must:

**7.5.16.2.1.** Be medically necessary;

**7.5.16.2.2.** Be prior authorized;

**7.5.16.2.3.** Be the least expensive mode available that is determined to be appropriate for the member; and

**7.5.16.2.4.** Only transfer the member to and from covered services provided by a Plan Vital Medicaid enrolled provider who is the nearest appropriate provider.

**7.5.16.3.** The Contractor must provide access to the most appropriate type of transportation that may include:

**7.5.16.3.1.** Non-emergency Ambulance;

**7.5.16.3.2.** Wheelchair vans;

**7.5.16.3.3.** Other secure vans;

**7.5.16.3.4.** Cars; and

**7.5.16.3.5.** Other types of specialized vehicles only if they are determined medically necessary.

**7.5.16.4.** The Contractor must only utilize providers of NEMT that meet the following requirements:

ADMINISTRACION DE  
SEGUROS DE SALUD

23 - 0004 77

Contrato Número



7.5.16.4.1. Each provider or individual driver is not excluded from participation in any federal health care program (as defined in section 1128B (f) of the Social Security Act) and is not listed on the exclusion list of the Inspector General of the U.S. Department of Health and Human Services.

7.5.16.4.2. Each individual driver has a valid driver's license.

7.5.16.4.3. Each provider has in place a process to address any violation of state drug law.

7.5.16.4.4. Each provider has in place a process to disclose to the state Medicaid program and the MCO the driving history, including any traffic violations of each individual driver employed by the provider which may include data sharing from the Bureau of Transportation and Other Public Services.

7.5.16.4.5. Each provider can demonstrate that all vehicles used are successfully maintained, fully secure, insured, and safe for enrollees



**28. The following sections shall be amended and read as follows:**

7.6.2.19. Anesthesia services, subject to prior authorization, for adults with physical or mental handicaps in compliance with federal and local law; and

7.6.2.20. Periodontal scaling and root planning – each quadrant (right maxillary, left maxillary, right mandibular, and left mandibular) every 24 months;

7.6.2.21. All limitations may be exceeded based on medical necessity and approved through a prior authorization or exception process.

**29. The following sections and subsections of Special Coverage shall be amended and should be read as follows:**

7.7.1. The Special Coverage Benefit is designed to provide enhanced access to services for Enrollees with special health care needs caused by serious illness.

ADMINISTRACION DE  
SEGUROS DE SALUD

23 - 00047X

Contrato Número

**7.7.11.12.** Up to fifteen (15) additional (beyond the services provided under Basic Coverage) physical therapy or chiropractic service treatments per enrollee condition per year when indicated by an orthopedist, physiatrist or chiropractor after Contractor Prior Authorization;

**7.7.11.16.** Treatment for the following conditions, or as specified in Attachment 7, after confirmed laboratory results and established diagnosis:

**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 the Contractor. Medication for the outpatient treatment for AIDS-diagnosed Enrollees or HIV-positive Enrollees is also included under Special Coverage

**30. The following sections and subsections in 7.11 titled Enrollee Cost-Sharing shall be amended:**

**7.11.1** The Contractor shall ensure that Providers collect the Enrollee's cost-sharing portion only as specified in Attachment 8 to this Contract or as described in the state plan, as developed in accordance with 42 CFR 438.108.

**7.11.8** The Contractor shall regularly review the Puerto Rico Medicaid state plan for updates to Enrollee cost sharing. If at any time the state plan is different than what is identified in Attachment 8, the Contract shall impose cost sharing consistent with the state plan and notify ASES of any changes the Contractor will make to cost sharing policies.

**31. Section 7.14. titled Requirements for In Lieu of Services or Settings (ILOS) shall be added to the amended contract and shall be read as follows:**

**7.14.1.** ILOSs shall not violate any applicable federal requirements, including 42 CFR § 438.3(e)(2), general prohibitions on payment for room and board costs under Title XIX of the Social Security Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and the Emergency Medical Treatment and Labor Act.

**7.14.2.** The Contractor may only offer an ILOS that has been approved by ASES as being cost effective and medically appropriate and documented in Attachment 25. The Contractor is not required to offer any ILOS to its Enrollees, and the Enrollee is not required to use the ILOS instead of the covered State Plan service or setting.

ADMINISTRACION DE  
SEGUROS DE SALUD

23 - 00047 *π*

Contrato Número

- 7.14.3. The settings or services listed in Attachment 25 are determined by ASES to be a medically appropriate and cost-effective substitute for the named State Plan service(s) covered under this Contract for the specified clinically defined target populations.
- 7.14.4. ASES determined that the approved ILOS are cost-effective substitutes for covered services or settings under the State Plan. The Contractor shall utilize identified codes described in Attachment 25 to submit timely and accurate encounter data on ILOS. Any questions on appropriate coding shall be submitted to ASES for clarification.
- 7.14.5. For each approved ILOS, ASES determined a clinically defined target population of Enrollees who are medically appropriate for the ILOS. For an Enrollee to receive an ILOS, a determination of medical appropriateness shall be made on a case-by-case basis by a licensed network provider or Contractor staff using their professional judgement and assessing the Enrollee's presenting medical condition, preferred course of treatment, and current or past medical treatment. The Contractor shall have a formal policy defined to determine whether an Enrollee meets the targeted population to receive an ILOS. ASES may request the formal policy at any time for review and approval.
- 7.14.6. Documentation of medical appropriateness for the Enrollee shall be within the Enrollee's records, which could include the Enrollee's plan of care, medical record (paper or electronic), or another record that details the Member's care needs.
- 7.14.7. The Contractor shall include in the Enrollee handbook a description of the ILOS offered by the Contractor and the Enrollee protections applied to ILOS including a description of the process to determine eligibility for specific ILOS, the voluntary nature of ILOS and the grievance and appeal rights for Enrollees for ILOS.
- 7.14.8. The Contractor shall supply any information needed by ASES to assist in calculating cost projections for approved or potential ILOS, including but not limited to, specific claims, cost information, encounter data, and other Enrollee data that will assist the Department in meeting CMS documentation requirements.
- 7.14.9. When receiving an ILOS, Enrollees retain all of the rights afforded to them in 42 CFR Part 438 including the right to appeal ILOS coverage decisions or file a



ADMINISTRACION DE  
SEGUROS DE SALUD

23 - 00047 

Contrato Número

grievance against the Contractor or provider related to an ILOS. In accordance with 42 CFR § 438.3(e)(2)(ii), the Contractor is strictly prohibited from requiring Enrollees to utilize ILOS or from mandating replacement of a State Plan Service for an ILOS. ILOS may not be used to reduce, discourage, or jeopardize Enrollees' access to covered State Plan Services or Settings. If an Enrollee chooses not to receive an ILOS, they always retain their right to receive the covered State Plan Service or Setting on the same terms as would apply if an ILOS were not an option. The Contractor is not permitted to deny an Enrollee a medically appropriate State Plan Service or Setting on the basis that an Enrollee has been offered an ILOS, is currently receiving an ILOS, or has received an ILOS in the past.

**7.14.10.** The Contractor shall report coverage of ILOS to ASES on a quarterly and annual basis. The report must include which services were offered, the unduplicated number of Enrollees that used the specific ILOS, total utilization for each ILOS, and total expenditures by the Contractor.

**7.14.11.** Appeals and grievances for ILOS shall be reported consistent with all other reporting requirements for covered services and must identify the service as an ILOS in the report.

**7.14.12.** The Contractor may discontinue offering an approved ILOS with notice to ASES at least 60 calendar days prior to the discontinuation date. The Contractor shall ensure ILOS that were authorized for an Enrollee prior to the discontinuation of that specific ILOS are not disrupted by a change in ILOS offerings, either by completing the authorized service or by seamlessly transitioning the Enrollee into other medically necessary services or programs that meet the Enrollee's needs. This transition plan must be provided to ASES as part of the ILOS discontinuation process. The transition plan must identify the total number of Enrollees utilizing the ILOS through the discontinuation date and the alternative services that will be offered (either State Plan Services or other, approved ILOS). The Contractor shall not offer the ILOS after the date of discontinuation.

**7.14.12.1.** At least 45 calendar days before discontinuing an ILOS, the Contractor shall notify Enrollees affected by the discontinuation of the ILOS of the following:

ADMINISTRACION DE  
SEGUROS DE SALUD

23 - 00047 *n*

Contrato Número



7.14.12.1.1. The change and timing of discontinuation, and

7.14.12.1.2. The procedures that will be used to ensure completion of the authorized ILOS or a transition into other comparable medically necessary services.

7.14.13. In the event ASES, CMS, or both determine an ILOS not to be medically appropriate and/or cost effective, the Contractor shall assist ASES in preparing a transition plan to phase out the applicable ILOS while ensuring access for affected Enrollees to contractually required services with minimal disruption of care. The transition plan will include a process to notify Enrollees of the termination of the ILOS that they are currently receiving as expeditiously as required by the Enrollee's health condition. Discontinuation of an ILOS by ASES will result in an amendment to this Contract or be communicated through Normative Letter.

7.14.14. The Contractor may request additional ILOS to be considered for inclusion in future contracts. Requests for consideration of additional ILOS may be sent to ASES by January 31<sup>st</sup> for consideration in the next contract and rating period starting on October 1<sup>st</sup> of each year. ASES will review and evaluate requests for new ILOS to determine if those services would further the objectives of Plan Vital, and if approved will update the contract with information on the approved ILOS. Requests for new ILOS shall include the following information:

7.14.14.1. The name and service definition of the proposed ILOS;

7.14.14.2. The covered service or setting the ILOS would be in lieu of;

7.14.14.3. The clinically oriented target population;

7.14.14.4. A list of procedure codes that would be used;

7.14.14.5. Any exclusions to the ILOS; and

7.14.14.6. The amount the Contractor expects to spend on the new ILOS in the following contract year.

**32. The following section 8.1.1. shall be amended to read:**

**8.1.1.** The Contractor shall ensure that physical and Behavioral Health Services are fully integrated, to ensure optimal prevention, detection, and treatment of physical and Behavioral Health illness.

ADMINISTRACION DE  
SEGUROS DE SALUD ,

23 - 00047 *n*

Contrato Número

**33. The following section 8.2. titled Co-Location of Staff shall be amended and modified to reflect the following:**

**8.2.1.** The Contractor shall require the placement of a psychologist or other type of Behavioral Health Provider as part of the PMG's PPN and inpatient settings. The Behavioral Health Provider shall be present and available to provide assessment, screening, consultation, and Behavioral Health Services to Enrollees. The standard minimum criteria for weekly access will be four (4) hours per week for one thousand (1,000) or fewer Enrollees assigned to the PMG and increments of four (4) hours per every additional one thousand (1,000) Enrollees thereafter as detailed in ASES Guidelines for Co-location of the Behavioral Health Provider in PMG and inpatient settings established in Attachment 10 to this Contract. Total Behavioral Health Provider hours will be determined by the number of Enrollees assigned to the PMG regardless of the Contractor selected by the Enrollee. The Contractor must ensure that each PMG and inpatient setting complies with the established in Attachment 10 to this Contract.

**34. The following section 8.4. titled Referrals shall be amended and modified to reflect the following:**

**8.4.1.** GHP Enrollees with Behavioral Health conditions requiring more intensive or continuous care than can be provided within the PMG or inpatient setting environment as set forth in Section 8.2, shall be referred to a Behavioral Health Provider for on-going services. In the same way, Enrollees who require more intensive or continuous care than can be provided within the Behavioral Health Facility as set forth in Section 8.3 shall be referred to the appropriate physical provider for level of treatment. For any physical urgent care that an Enrollee may have at the Behavioral Health Facility they could be seen by the reverse co-located physician to receive such evaluation. However, Enrollees with SMI shall be assisted by the reverse co-located physician for all acute or chronic physical conditions at the same point of service.

**35. The following subsection 9.2.2.4.2. shall be amended and read as follows:**

**9.2.2.4.2.** All other types of Providers who provide services to the Contractor's Enrollees, and who are permitted to practice independently under Puerto Rico law including but not limited to: hospitals, X-ray facilities, clinics, clinical laboratories, and ambulatory service Providers

**36. The following subsection 9.4.4.7.1. shall be amended and read as follows:**

**9.4.4.7.1.** Enrollees living in Urban Areas must have at least one (1) detoxification and rehabilitation Provider within thirty (30) miles/sixty (60) minutes.

ADMINISTRACION DE  
SEGUROS DE SALUD

23 - 000472

Contrato Número

**37. The previous subsections 9.4.4.7.1 – 9.4.4.7.5 have been renumbered to 9.4.4.7.2 – 9.4.4.7.6.**

**38. The following subsection 12.6.1.2.3. shall be amended and should reflect the following:**

**12.6.1.2.3.** Receive vaccinations and take other preventive measures; this strategy must include education and support of the Provider Network;

**39. The following subsection 29.1 shall be amended to eliminate Act 458 and Act 84 of 2002 and include Act 2-2008, known as the “Anticorruption Code for the New Puerto Rico”. The subsection shall read as follows:**

**29.1** ASES is prohibited by law from entering into contracts with any person or entity that has been, or whose affiliated subsidiary companies, or any of its shareholders, partners, officers, principals, managing employees, subsidiaries, parent companies, officers, directors, board members, or ruling bodies have been, under investigation for, accused of, convicted of, or sentenced to imprisonment, in Puerto Rico, the other USA jurisdictions, or any other jurisdiction, for any crime involving corruption, fraud, embezzlement, or unlawful appropriation of public funds, pursuant to Act 2 of 2008, as amended, known as the “Anticorruption Code for the New Puerto Rico”.

**40. Attachment 8** will be amended in the Contract once Puerto Rico Medicaid Program sends the Final Cost Sharing Attachment. Attachment 8 includes cost sharing levels for different groups under the contract and descriptions of what is considered cost sharing and what income level is each eligibility code. Included in this attachment is a placeholder noting that it would be shared once final, but at the signature of this Amendment, the cost-sharing levels are also found in Attachment 3.

**42. Attachment 19** is included in this amendment with the Year 3 Updates of the Health Care Improvement Program Manual Revision.

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

**1. Attachment 3-New Benefits and Updates the Co-pay table for the Enrollee Manual (English Version and Spanish Version)**

**2. Attachment 25 -Approved In Lieu of Services**

**3. Attachment 8- Cost Sharing Attachment (Left Blank intentionally, until the final cost sharing levels are approved by Puerto Rico Medicaid Program)**

**4. Attachment 11-New Capitation Rates**

**5. Attachment 19-Health Care Improvement Program Manual Revision with Year 3 Updates.**

**6. The Table of Content with Attachment 25 and Attachment 33 included in the index.**

**7. Attachment 11-A-Dental Fee Schedule**

ADMINISTRACION DE  
SEGUROS DE SALUD

23 - 00047 


Contrato Número

**II. RATIFICATION**

All other terms and provisions of the original Contract, as amended by Contracts Number 2023-000047 A, B, C, D, E, F, G, H, I, J, K, L, M 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 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.

 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, this Amendment shall become effective October 1<sup>st</sup>, 2024, (the "**Amendment Effective Date**") and remain in effect until September 30, 2025.

**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 2023-000047, including amendments A, B, C, D, E, F, G, H, I, J, K, L, M and this Amendment N.

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.

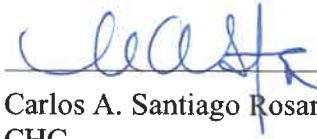
ADMINISTRACION DE  
SEGUROS DE SALUD

23 - 00047 

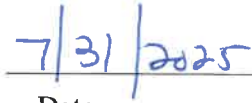
Contrato Número

ACKNOWLEDGED BY THE PARTIES by their duly authorized representatives on this 31 day of July 2025.

**ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO (ASES)**



Carlos A. Santiago Rosario, ESQ, JD, L.L.M., MSHA, FACHE,  
CHC  
Executive Director  
EIN: 66-0500678

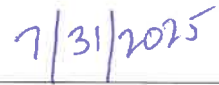


Date

**FIRST MEDICAL HEALTH PLAN, INC.**



César Ramírez Quiñones  
Administrative Vice-President of Operations  
EIN: 66-0537624



Date

ADMINISTRACION DE  
SEGUROS DE SALUD

23 - 00047 

Contrato Número

**ATTACHMENT 21: GUIDELINES FOR REVERSE CO-LOCATION OF PRIMARY CARE PHYSICIANS IN MENTAL HEALTH SETTINGS**

**ATTACHMENT 22: STERILIZATION CONSENT FORM**

**ATTACHMENT 23: POLICIES AND PROCEDURES FOR REFUNDING OF FEDERAL SHARE OF MEDICAID OVERPAYMENTS TO PROVIDERS**

**ATTACHMENT 24: CMS' FINAL RULE ON INTEROPERABILITY AND PATIENT ACCESS**

**ATTACHMENT 25: APPROVED IN LIEU OF SERVICES**

**ATTACHMENT 26: ENCOUNTER DATA REQUIREMENTS**

**ATTACHMENT 27: POLICY FOR MEDICATION EXCEPTION REQUESTS**

**ATTACHMENT 28: LEFT BLANK INTENTIONALLY**

**ATTACHMENT 29: MATERNITY KICK PAYMENT METHODOLOGY**

**ATTACHMENT 30: TRADING PARTNER AGREEMENT**

**ATTACHMENT 31: LEFT BLANK INTENTIONALLY**

**ATTACHMENT 32: INDIVIDUALS UNDER LAWFUL CUSTODY OF THE PUERTO RICO DEPARTMENT OF CORRECTIONS AND REHABILITATION QUALIFIED FOR GOVERNMENT HEALTH PLAN COVERAGE?**

**ATTACHMENT 33: PHYSICIAN MINIMUM FEE SCHEDULE REQUIREMENTS**



ADMINISTRACION DE  
SEGUROS DE SALUD

23 - 00047N

Contrato Número