

SUPPLEMENT TO CONTRACT



BETWEEN

ADMINISTRACION DE SEGUROS DE SALUD DE PUERTO RICO
(ASES)

aDd

HUMANA HEALTH PLANS OF PUERTO RICO, INC.

for

PROVISION OF PHYSICAL HEALTH SERVICES UNDER mE MI
SALUD PROGRAM

Contract No.: 1011-000041 C

Service Regions: **Southwest**, Southeast, and **East**

Account No. 5000

THIS AMENDMENT TO THE CONTRACT NO. 2011-000041, with an effective date of July 1, 2011 (the "Effective **Date**"), is made **and** entered into by and between 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 in the Government of Puerto Rico, **and** Humana Health Plans of Puerto Rico, Inc. ("Humana," or ..the Contractor"), an insurance company duly organized and authorized to do business under the laws of the Government of Puerto **Rico**, with employer identification number 660-40-6896.

WHEREAS, the Contractor and ASES are **parties** to a contract for the provision of Physical Health Services in the Service Regions indicated below dated October I, 2010, which was subsequently amended on June **13, 2011** (as amended, the "Contract");

WHEREAS, the Center for Medicare and Medicaid (CMS) required clarification on the scope of services and payments that the Federally Qualified Health Center ("FQHC") may provide under MI Salud Program.

WHEREAS, the Parties have **agreed** to amend the FQHC provisions under the Contract, as indicated below;

NOW, THEREFORE, AND IN CONSIDERATION of the mutual **promises**, covenants and agreements contained **herein**, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASES and the Contractor (each individually a "Party" and collectively the "**Parties**") hereby agree as follows:

FIRST: Article 2 is amended to add a new definition which will read as follows:

Federally Qualified Health Center ("FQHC") **services**: Services furnished to an individual **as** an outpatient of an FQHC.

SECOND: Sub-Sections 9.7.1 and 9.7.2 of Article 9 are amended to read as follows:

Section 9.7

- 9.7.1 If the Contractor's network is unable to provide Medically **Necessary** Covered Services or FQHC Services to an Enrollee, the Contractor shall adequately and timely cover these services using Providers outside of its Network.
- 9.7.2 Except as provided with respect to Emergency Services (see Section 7.5.9.3.1.2) and FQHC Services, if the Contractor offers the service through a Provider in the Network but the Enrollee chooses to access the service from an Out-of-Network Provider, the Contractor is not responsible for payment.

9.7.3
9.7.4

10/6/2011



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THIRD: Sub-Section 9.8.1.5 of Article 9 is incorporated and read as follows:

Section 9.8

9.8.1 The Contractor shall provide Access to Covered Services in accordance with the following terms:

- 9.8.1.1
- 9.8.1.2
- 9.8.1.3
- 9.8.1.4

9.8.1.5 FOHC Services shall be provided in an FQHC. The Contractor shall adequately and timely cover these services out-of-network at no cost to enrollee for as long as the FQHC services are unavailable in the network. AU out of network services require a referral from the enrollee's primary care physician.

FOURTH: Sub-Section 10.5.2 of Article 10 is amended to read as follows:

Section 10.5.2

10.5.2 Payments to FORCs, RHCs, and CCuSal. When the Contractor negotiates a contract with an FQHC and/or an RHC, as defined in Section 1905(a)(2)(B) and 1905(a)(2)(C) of the Social Security Act, or with a Comprehensive Health Care Center ("CCuSal"), the Contractor **shall** pay to the FQHC, RHC, or CCuSal rates that are comparable to rates paid to other similar Providers providing similar services. If an FQHC is not included in the Contractor's Network and the Enrollee requests FQHC services, the Contractor shall make these out-of-network services **available** to the Enrollee through a **referral** from their PCP and the FQHC shall be paid **as** an out-of-network provider for FQHC services (as defined in Article 2 and this **Contract**). The Contractor shall cooperate with ASES and the **Department** of Health in ensuring that payments to FQHCs **and** RHCs are consistent with Sections 1902(a)(15) and 1902(bb)(5) of the Social Security Act.

FIFTH: The effective date of this Amendment shall begin at 12:01 a.m., Puerto Rico Time, on October 6, 2011 **and** shall continue until September 30, 2013.

SIXTH: The other terms **and** conditions of the Contract (*MI Salud* Restated Contract No. 2011-000041 A **and** 2011-000041 B) shall remain in full force and effect.



SIGNATURE PAGE

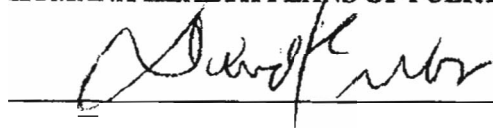
IN WITNESS WHEREOF, the parties state and **affirm** that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

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


Frank Diaz Gines, Executive Director

10/06/2011
Date

HUMANA HEALTH PLANS OF PUERTO


David Krebs, President

RICO, INC. 10/6/2011
Date

