




**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**

CONTRACT NUMBER: 2015-000083D

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 NORTH, SAN JUAN AND VIRTUAL REGIONS (the "Amendment") 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 Commonwealth of Puerto Rico ("the Commonwealth" or "Puerto Rico"), and First Medical Health Plan, Inc. ("the Contractor"), an insurance company duly organized and authorized to do business under the laws of the Commonwealth.

 WHEREAS, the Contractor and ASES executed a Contract for the provision of the Physical Health and Behavioral Health Services under the Government Health Plan within the North, San Juan and Virtual Regions of the Commonwealth of Puerto Rico, on October 31, 2014 (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; and

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 Definitions shall be amended as follows:**

- **Excess Profit:** The excess over two point five percent (2.5%) of the annual profit before income taxes as reported in the audited financial statements, corresponding to Contract periods April 1, 2015 to June 30, 2016 and July 1, 2016 to June 30, 2017. Excess Profits

are to be shared between the Contractor or the Subcontractors and ASES, as provided in Sections 22.1.17 and 22.1.18.

**2. Section 7.5.2.1.10 shall be amended as follows:**

7.5.2.1.10 Home Health and Hospice care for Adults

**3. Section 7.7.9.3 shall be amended as follows:**



The Contractor shall also require, through its Provider Contracts, that PCPs administer the Ages and Stages Questionnaire ("ASQ") to the parents of child Enrollees. This questionnaire must be completed when the child is nine (9), eighteen (18), and thirty (30) months old, or at any other age established by the Health Department. Each contractor shall acquire the license for the use of the questionnaire for child Enrollees in the GHP and transmit the questionnaire to PCPs and train and educate them in its use.

**4. Section 8.2.1 shall be amended as follows:**

8.2.1

The Contractor shall facilitate the placement of a psychologist or other type of Behavioral Health Provider in each PMG setting. The Behavioral Health Provider shall be present and available to provide assessment, consultation, and Behavioral Health Services to Enrollees. The standard minimum criteria for weekly access will be 4 hours per week for PMG's with 1,000 to 4,999 beneficiaries assigned to a PMG Setting. Increments of 4 hours per 5,000 additional beneficiaries will follow. Any PMG service location that services less than 1,000 beneficiaries must at least follow the "Virtual Co-Location Model" also set forth in these guidelines. The Contractor must comply with the ASES Guidelines for Co-location of the Behavioral Health Provider in PMG Settings detailed in Attachment 10 of this Contract.

**5. Section 8.4.1 shall be amended as follows:**

8.4.1

GHP Enrollees with behavioral health conditions requiring more intensive or continuous care than can be provided within the PMG 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 a beneficiary may have at the Behavioral Health Facility they could be seen by the reverse collocated physician to receive such evaluation. However, identified severe mentally ill beneficiaries shall benefit from integrated care for acute or chronic physical conditions to address their physical and behavioral needs at the same point of service with the reverse collocated physician.

**6. Section 9.3.1.8.3 shall be amended as follows:**

9.3.1.8.3 The Contractor must ensure that Out-of-Network Providers are duly credentialed and shall pay them, at a minimum, the same rates the Contractor pays its Network Providers dependent on provider type. To be considered Duly Credentialed the contractor shall demonstrate and evidence that the Out of Network Provider is properly licensed for the practice of medicine in Puerto Rico, properly certified for the specialty needed, participating provider of the Medicare Program or have privileges in good standing at a hospital from the Contractor's provider's network and complies with section 13.4 and 13.5.13.5 of this contract.



**7. Section 10.2.2.1.1 shall be amended as follows:**

10.2.2.1.1 Initial and ongoing Provider training and education regarding literacy in Public Health, management of Rheumatoid Arthritis, management of Diabetes, and Medicaid with specific emphasis on EPSDT and Behavioral Health integration, the conditions of participation in the Contractor's MCO, billing processes, and the Provider's responsibilities to the Contractor and its Enrollees; and

**8. Section 12.5.8.3.9 shall be amended as follows:**

12.5.8.3.9 The Contractor shall ensure that its Wellness Plan reaches, at a minimum, eighty-five percent (85%) of GHP Enrollees. To achieve the eighty-five (85%) goal, the Contractor shall, in compliance with the requirements of HIPAA and the rules and regulations thereunder, utilize wellness advertisements, campaigns and/or seminars, including without limitation, health fairs, educational activities, visits to enrollees, and others. The Contractor shall also ensure that educational activities are offered by duly licensed professionals, within the scope of their clinical career, which are knowledgeable enough in the specific areas to be addressed in the educational activity. These professionals include, but are not limited to: Health Educators, Nutritionists, Nurses, Psychologists and Physicians.

**9. Section 12.7.2 shall be amended as follows:**

12.7.2 The EQRO shall also audit the Contractor's Performance Improvement Projects ("PIPs"), performance measure program, Program Integrity Plan and activities, and the Contractor's performance against quality standards based on CMS criteria. The Contractor shall cooperate fully with the EQRO.

**10. Section 13.3.3 shall be amended as follows:**

13.3.3 The Contractor shall conclude its preliminary investigation within ten (10) Business Days of identifying the potential Fraud, Waste, or Abuse and shall provide the findings of its preliminary investigation in writing to ASES within two (2) Business Days of completing the preliminary investigation.

**11. Section 13.5.4 shall be amended as follows:**

13.5.4 If directed by ASES, the Contractor shall conduct a full investigation. The Contractor shall notify ASES within twenty (20) Business Days of any initiated investigation of a suspected case of Fraud, Waste, or Abuse. The Contractor shall subsequently report preliminary results of such investigations activities to ASES and other appropriate Puerto Rico and Federal entities. ASES will provide the Contractor with guidance during the pendency of the investigation and will refer the matter to the US Department of Justice as appropriate.

**12. Section 13.5.5 shall be amended as follows:**

13.5.5 The Contractor shall provide the results of its full investigations in writing to Puerto Rico and ASES within two (2) Business Days of completing the investigation. This report shall include any referrals made and actions taken by the Contractor or any external entity.

**13. Section 13.5.7 shall be amended as follows:**

13.5.7 In accordance with Section 6402 of the PPACA and 42 CFR 455.23, the Contractor must have a mechanism in place to identify and suspend payments to any Provider or other Subcontractor when there is a pending investigation of a Credible Allegation of Fraud under the Medicaid program. Suspension of payment must be approved by ASES following instructions in Attachment 14.

**14. Section 14.5.14 shall be amended as follows:**

14.5.14 The Contractor shall provide written Notice of Disposition of an Appeal to the Enrollee (and the Provider, if the Provider filed the Appeal on the Enrollee's behalf) within two (2) Business Days of the resolution. The Contractor must also deposit an electronic copy of the entire case in the ASES designated folder in the ShareFile System within five (5) calendar days of the resolution.

**15. Section 22.1.1.1 shall be added as follows:**

22.1.1.1 The PMPM Payment shall be:

Region	PMPM
North	\$157.75
San Juan	\$195.00
Virtual	\$257.66



**16. Section 22.1.17 shall be amended as follows:**

22.1.17 The profit of the Contractor and Subcontractors for the Contract periods effective April 1, 2015-June 30 2016 and July 1, 2016 – June 30, 2017, shall not exceed two point five percent (2.5 %) of the PMPM Payment (Excess Profit). In the event that the profit exceeds this amount as a result of the positive impact the high quality services provided by the Contractor and Sub-Contractors had on the Enrollees Health, the Parties shall share the Excess Profit in proportions of fifty percent (50%) for the Contractor and Subcontractors, and fifty percent (50%) for ASES. For the purpose of this section high quality services will be measured on the Contractor's compliance with eighty-five percent (85%) of the quality metrics as established by ASES under this Contract. In the event ASES discovers the existence of Excess Profit by means of an audit during the Control and Supervision Plan or the Contractor does not meet the high quality services standard mentioned in this section, ASES is entitled to one hundred percent (100%) of the Excess Profit.



**17. Section 22.1.18 shall be amended as follows:**

22.1.18 ASES will determine the Contractor's Excess Profit based on the Contractor's and Subcontractors' audited financial statements submitted annually to ASES pursuant to Sections 23.1.3 and 18.2.9.8 of this Contract, and the validation of the IBNR reserve by ASES's actuary. The Excess Profit calculation will include the Contract periods effective April 1, 2015-June 30 2016 and July 1, 2016 – June 30, 2017 (total aggregated earned premium for all Service Regions). ASES will determine Excess Profit using the actual medical expenses and the contracted administrative fee portion of the PMPM. ASES shall notify the Contractor of ASES's determination of the Contractor's Excess Profit within fifteen (15) Calendar Days of receipt by ASES of the Contractor's audited financial statement. The Contractor shall remit the portion of Excess Profit payable to ASES within fifteen (15) Calendar Days of receiving the notice of Excess Profit determination from ASES. The same regulations shall apply to any and all Subcontractors.

**18. Section 22.1.19 shall be deleted from Contract**


**19. The following amended attachments, copy of which are included, are incorporated to or substituted in the Contract:**

1. Attachment 7 – Uniform Guide for Special Coverage
2. Attachment 10 – Guidelines for Co-Location of BH Providers in PMG Settings
3. Attachment 11 – Per Member Per Month Payments
4. Attachment 13 – Special Needs Children Diagnostic Codes – Normative Letter 15-0617
5. Attachment 14 – Guidelines for the Development of Program Integrity Plan


**II. RATIFICATION**

All other terms and provisions of the original Contract, as amended by Contracts Number 2015-000083A, 2015-000083B, 2015-000083C 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 Agreement.

**III. EFFECT; CMS APPROVAL**

 The Parties acknowledge that this Amendment is subject to approval by the United States Department of Health and Human Services Centers for Medicare and Medicaid Services ("CMS"), and ASES shall submit the Amendment for CMS approval. Pending CMS approval, this Amendment shall serve as a binding letter of agreement between the Parties.

**IV. AMENDMENT EFFECTIVE DATE**

 Unless a provision contained in this Amendment specifically indicates a different effective date, for purposes of the provisions contained herein, this Amendment shall become effective July 1, 2016.

**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 Second Amendment to the Contract hereby ratify all of the terms and conditions of the Contract, as amended by Contracts Number 2015-000083A, 2015-000083B, 2015-000083C, and as supplemented by this Agreement.

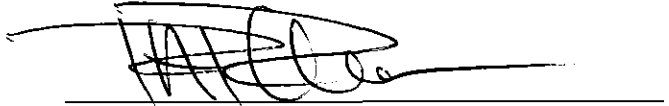
The Parties agree that ASES will be responsible for the submission and registration of this Amendments in the Office of the Comptroller General of the Commonwealth, as required under law and applicable regulations.

*(Signatures in the following page)*



IN WITNESS WHEREOF, the parties hereto execute this Amendment to the Contract by their duly authorized representatives as of the dates set out below and set their signatures.

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

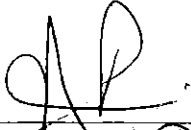


Ricardo A. Rivera Cardona, Executive Director  
EIN 66-0500678

11/14/16

Date

**FIRST MEDICAL HEALTH PLAN, INC.**



José A. Pagán Torres, Administrative Vice-President  
EIN 660-53-7624

10/19/16

Date

Account No. 252-000-5005-5030-5051

