



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

and

PMC MEDICARE CHOICE, LLC

to

**ADMINISTER THE PROVISION OF PHYSICAL
AND BEHAVIORAL HEALTH SERVICES UNDER THE GOVERNMENT HEALTH PLAN**

CONTRACT NUMBER: 2015-000085A

THIS AMENDMENT TO THE CONTRACT BETWEEN ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO (ASES) and PMC MEDICARE CHOICE, LLC, FOR THE PROVISION OF PHYSICAL AND BEHAVIORAL HEALTH SERVICES UNDER THE GOVERNMENT HEALTH PLAN SOUTHEAST REGION (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"), with employer identification number 66-0500678 and PMC Medicare Health, LLC and MMM Holdings, LLC ("the Contractor"), an insurance company and a company duly organized and authorized to do business under the laws of the Commonwealth, with employer identification number 660-59-2131 and 66-0649625.

WHEREAS, the Contractor and ASES executed a Contract for the provision of the Physical Health and Behavioral Health Services under the Government Health Plan for the Southeast Region of the Commonwealth of Puerto Rico, on December 22, 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:

1. **Article 1.3.1.2.1.1 shall be amended as follows:**

~~Article 1.3.1.2.1.1~~ Certain persons who are between nineteen (19) and sixty-five (65) years of age, inclusive of the age limits, and who do not qualify for either Medicaid or CHIP;

2. **Article 2 definition of Behavioral Health Facility shall be amended as follows:**

Behavioral Health Facility: A facility for the delivery of outpatient, inpatient or stabilization Behavioral Health Services, which houses at least two (2) Providers. These facilities include:

- (i) Psychiatric hospitals (or a unit within a general hospital)
- (ii) Emergency or stabilization units
- (iii) Partial hospitalization units
- (iv) Intensive ambulatory services units
- (v) Ambulatory services units
- (vi) Residential units
- (vii) Addiction service units (detoxification, ambulatory, inpatient, and residential)



3. **Article 5.3.3.1 shall be amended as follows:**

5.3.3.1 Except as otherwise provided in this Section 5.3, Disenrollment will take effect as of the Effective Date of Disenrollment specified in ASES's notice to the Contractor that an Enrollee is no longer eligible.

4. **Article 5.4.1.4 of the Contract shall be amended as follows:**

5.4.1.4 In order to comply with the PMG capitation payment process, if Enrollee changes PCP/PMG during the first five days of the month, the change will be effective in the next subsequent month. If Enrollee changes PCP/PMG after the fifth day of the month, the change will be effective in the second subsequent month of the change. Enrollee can still receive services until the change is effective through the original PCP/PMG assigned by the Contractor at the Auto-Enrollment process.

5. **Article 6.4.5.29.9 of the Contract shall be amended as follows:**

6.4.5.29.9 Information on the family planning services.

6. **Article 6.7.2 shall be amended as follows:**

6.7.2 The Enrollee ID Card must, at a minimum, include the following information:

- 6.7.2.1 The "GHP" logo;
- 6.7.2.2 The Enrollee's name;
- 6.7.2.3 A designation of the Enrollee as a Medicaid Eligible, a CHIP Eligible, or an Other Eligible Person;
- 6.7.2.4 The Enrollee's Medicaid or CHIP identification number, if applicable;
- 6.7.2.5 The Enrollee's Plan group number, when applicable;
- 6.7.2.6 If the Enrollee is eligible for the GHP as a Dependent, the Enrollee's relationship to the principal Enrollee;

- 6.7.2.7 The Effective Date of Enrollment in the GHP;
- 6.7.2.8 The Master Patient Identifier;
- 6.7.2.9 The applicable Co-Payment levels for various services outside the Enrollee's PPN and the assurance that no Co-Payment will be charged for a Medicaid Eligible Person and for CHIP children under eighteen (18) years under any circumstances;
- 6.7.2.10 The PCP's and the PMG's names;
- 6.7.2.11 The name and telephone number(s) of the Contractor;
- 6.7.2.12 The twenty-four (24) hour, seven (7) days a Week toll-free GHP Service Line Medical Advice Service phone number;
- 6.7.2.13 A notice that the Enrollee ID Card may under no circumstances be used by a person other than the identified Enrollee; and
- 6.7.2.14 Instructions to obtain Emergency Services.

7. The Contract shall be amended to incorporate new Article 7.5.6.1.18 to the Contract as follows:

7.5.6.1.18 Skin, bone and corneal transplants.

8. Article 7.10.1 shall be amended as follows:

7.10.1 In compliance with 42 CFR 438.6 (i), Law No. 160 of November 17, 2001, and 42 CFR 489.100, the Contractor shall maintain written policies and procedures for Advance Directives. Such Advance Directives shall be included in each Enrollee's Medical Record. The Contractor shall provide these policies and procedures written at a fourth (4th) grade reading level in English and Spanish to all Enrollees twenty one (21) years of age and older and shall advise Enrollees of:

- 7.10.1.1 Their rights under the laws of Puerto Rico, including the right to accept or refuse medical or surgical treatment and the right to formulate Advance Directives;
- 7.10.1.2 The Contractor's written policies respecting the implementation of those rights, including a statement of any limitation regarding the implementation of Advance Directives as a matter of conscience; and
- 7.10.1.3 The Enrollee's right to file Complaints concerning noncompliance with Advance Directive requirements directly with ASES or with the Puerto Rico Office of the Patient Advocate.

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9. The Contract shall be amended to incorporate Article 7.13.3 to the Contract as follows:

7.13.3 If the Contractor does not cover counseling or referral services because of moral or religious objections and chooses not to furnish information to enrollees on how and where to obtain such services, ASES must provide that information to the Enrollees.

10. Article 8.5.5 shall be amended as follows:

8.5.5 The Contractor shall ensure that the Providers implement a certified EHR and a HIE platform with the capacity of centralizing the management of the referred EHR for all the PMG Providers including all Behavioral Health Providers. Also, the Contractor shall provide ASES all the necessary data to assure that the Providers comply with the Medicaid encounters patient volume as required by 42 CFR 495.306. The Contractor must submit to ASES the certification document included as Attachment 24 to the Contract within seven (7) Business Days of ASES request of the certification.

11. Article 9.5.3.3 shall be amended as follows:

9.5.3.3 The Contractor shall require Psychiatric Hospitals (or a unit within a general hospital), Emergency or Stabilization Units to have open service hours covering twenty four (24) hours a day seven (7) days a week. The Contractor shall require Partial Hospitalization Facilities to have open service hours covering ten (10) hours per day at least five (5) days per week and shall have available one (1) nurse, one (1) social worker and one (1) psychologist/psychiatrist. The Contractor shall require all other Behavioral Health Facilities to have open service hours covering twelve (12) hours per day, at least (5) days per week and shall have available one (1) nurse, one (1) social worker and one (1) psychologist/psychiatrist.

12. Article 10.5.8.2 shall be amended as follows:

10.5.8.2 On a bi-weekly payment cycle to be set by the PBM, the PBM will provide the Contractor with the proposed Claims listing. The Contractor shall promptly review the payment listing.

13. Article 10.5.8.3 shall be amended as follows:

10.5.8.3 The PBM will submit to the Contractor the invoice and summary by region, which includes the amount of claims cost to be paid to participating Pharmacies and the amount of switch fees to be paid to the PBM. The Contractor shall electronically transfer funds to the PBM's bank account within two (2) Business Days after receiving the invoice from the PBM. The Contractor shall certify the listing of medications dispatched by region and paid biweekly to confirm PBM's and/or other Contractors administrative payment.



14. Article 11.4.10 shall be amended as follows:

11.4.10 Behavioral Health Services. The Contractor shall not require a Prior Authorization or a Referral for Behavioral Health services except for Partial Hospitalizations, Electroconvulsive Therapy and some medications as indicated in the PDL.

15. Article 16.7 shall be added to the Contract as follows:

16.7 Pursuant to Section 1903(i) of the Social Security Act the Contractor is prohibited from paying for organ transplants unless the State Plan provides, and the Contractor follows, written standards that provide for similarly situated individuals to be treated alike and for any restriction on facilities or practitioners to be consistent with the accessibility of high quality of care to Enrollees.

16. Article 17.5.12 of the Contract shall be amended as follows:

17.5.12 The Contractor shall on an annual basis test its BC-DR plan through simulated disasters and lower level failures in order to demonstrate to ASES that it can restore System functions per the standards outlined elsewhere in this Section 17.5 of the Contract. The results of these tests shall be reported to ASES within thirty (30) Calendar Days of completion of said tests.

17. Article 18.2.8.2 of the Contract shall be amended as follows:

18.2.8.2 The Contractor shall submit an annual Business Continuity and Disaster Recovery ("BC-DR") Test Report for review and written approval as specified by ASES in accordance with Section 17.5 of this Contract. The Contractor shall conduct annual tests of the BC-DR system and report the findings of the test results with the system generated log report within thirty (30) Calendar Days of the date of the test.

18. The Contract shall be amended to incorporate Article 30.1.14 to the Contract as follows:

30.1.14 All subcontracts entered into by the Contractor must comply with the applicable 42 CFR 438 requirements that pertain to the service or activity performed by the subcontractor.

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

- Attachment 21- Guidelines for Reverse Collocation of Primary Care Physicians in Mental Health Facilities.

~~Attachment 24- Carrier Patient Volume Certification Form EP-02-2015~~

Titles and numbering of paragraphs used herein are for the purpose of facilitating use of reference only and shall not be construed to infer a contractual construction of language.

All of the provisions of the original Contract not specifically deleted or modified herein shall remain in full force and effect. Unless a provision contained in this Amendment specifically indicates a different



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effective date, for purposes of the provisions contained herein, this Amendment shall become effective April 1, 2015.

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. The Parties shall promptly negotiate in good faith to revise the Amendment to respond to requirements or conditions mandated by CMS in the approval process, if any.

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

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)



Ricardo A. Rivera Cardona, Executive Director

3/27/2015

Date

PMC MEDICARE CHOICE, LLC

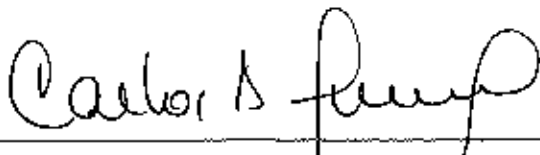


Orlando González, President

3/19/2015

Date

MMM HOLDINGS, LLC



Carlos A. Vivaldi, Chief Financial Officer

3/19/15

Date



ATTACHMENT 21

GUIDELINES FOR REVERSE COLLOCATION OF THE PRIMARY CARE PHYSICIANS IN MENTAL HEALTH FACILITIES

In accordance with the provisions of the Puerto Rico Mental Health Code, Law No. 408 of October 2, 2000, as amended, and the Puerto Rico Patient's Bill of Rights and Responsibilities, the Government Health Plan (GHP) is committed to promoting mental and physical health integration, in order to improve program effectiveness and quality of life for enrollees.

Reverse collocation is an integrated care model in which medical services are available to members being treated in behavioral health facilities. It has been known that patients with co-morbid conditions that include chronic or acute medical conditions and behavioral health diagnoses are at higher risk for increased utilization and costs in health care. Persons with serious mental illness have high levels of medical co-morbidity compared to the general population, as well as increased risk for diabetes, obesity, and high cholesterol due to the use of some second-generation antipsychotic medications (Milbank Memorial Fund, 2010)

In the reverse collocation model, a primary care physician is located part or full time in a behavioral health facility to monitor the physical health of patients.

Collocated Primary Care Physicians (PCPs) are independently sub-contracted and supervised by the contractor. They use the Behavioral Health Facility (BHF) records, and coordinate follow up with the member's PMG as necessary. The Collocated PCP can make the same primary interventions and referrals as any PCP in the PMG.

Behavioral Health Facilities (BHF)

The following BHF will be considered for purposes of the Reverse Collocation requirements.

1. Psychiatric Hospitals (or a unit within a general hospital)
2. Emergency or Stabilization Units
3. Partial Hospitalization Units
4. Intensive Ambulatory Services Units
5. Ambulatory Services Units
6. Addiction Services Unit (detoxification, ambulatory, inpatient)



Required Reverse Collocation Staff per BHF.

1. Ambulatory Services Units must have at least one collocated PCP 4 days per week for 4 hours.
2. Addiction Services Units must have at least one collocated PCP 3 days per week for 4 hours.
3. Psychiatric Hospitals are required to have at least a PCP on call on a daily basis.

4. Partial Hospitalization Units must have at least one collocated PCP 1 day per week for 3 hours.
5. Stabilization units must have one PCP for consultation (on call) on a daily basis.

In the event that a BHF does not comply with the required collocation level, may be subjected to penalties according to the following matrix:

Sanction Level	Description Events	Timeframe (Days)	Comments
0	Notice of Non Compliance with Reverse Collocation Level and CAP	60 days (Day 1-60)	A corrective action plan ("CAP") will be required of every BHF that does not comply with the required Reverse Collocation level. All BHF with an approved CAP must comply with the terms of the CAP and achieve the required collocation within the timeframes established in the CAP.
1	Fine	30 days (Day 61-90)	Fines to be defined in accordance to contract.
2	Contract Cancellation	(Day 91)	

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**ELIGIBLE PROFESSIONALS PATIENT VOLUME CERTIFICATION
BY INSURANCE CARRIERS
ELECTRONIC HEALTH RECORD (EHR) INCENTIVE PROGRAM**

FORM: EP-02-2015

The Eligible Professionals Certification is required for incentive payment eligibility verification and will be used only for the Puerto Rico Medicaid Health Information Technology Provider Incentive Program (HITPIP).

The primary objective of the Patient Volume Certification is to assure that Electronic Health Records (EHR) Incentives are released according to Centers for Medicare and Medicaid Services (CMS) guidelines and regulations as per 42 CFR 495. Puerto Rico Health Insurance Administration (PRHIA) is monitoring and providing guidance for Professionals to comply with the eligibility requirements.

Individual Professional Contact Information

First Name	M.I.	Last Name	Suffix	Physician Type
Taxonomy	TIN (Tax Identification Number)		NPI (National Provider Identifier)	Professional License Number
Address 1			Address 2	
City	State	Zip Code	E-Mail	Phone Number

INSTRUCTIONS

Confirm the type of attestation with a check mark (✓): Group Individual. If the provider pertain to a Group but will attest as individual please make the check mark on the individual box and also provide the name of the Group or Groups where he/she bring services. If the provider is attesting under a Group please make the check mark on the Group and provide the information of the Group under he/she is attesting.

Name and NPI of the Group under the EP is attesting with:	Encounters were performed only at FQHCs (330 Centers)	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Names and NPIs of other Group(s) where the provider also bring services:



[Handwritten initials]

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INSTRUCTIONS

(A roster must be included with this certification if the provider attest under a Group)

Please submit encounters data for a period of any 90 continuous days in the calendar year preceding the incentive payment year or in the preceding twelve months of the attestation date. The Medicaid patient volume calculation as established by CMS is as follows:

- (i) All Medicaid patient encounters in any representative, continuous 90-day period in the calendar year preceding the Eligible Professional payment year, or in the 12 months before the Eligible Professional's attestation date; by
- (ii) The total patient encounters in the same 90-day period.

Only MI Salud Medicaid encounters (State and Federal) should be included in the numerator. **Categories 230 (CHIP) only can be considered eligible when encounters are performed at FQHCs (330 Center).** Encounters at FQHCs should be identified in the aging with the POS 50. Please identify the Platino encounters with the patient contract number and a "P".

CARRIER PATIENT VOLUME CERTIFICATION

Carrier	90 days Encounters Period (Start Date - End Date)	Total Encounters Including MI Salud Buy-In, any other Buy-In and Private Sector Clients (Denominator)	All MI Salud Medicaid Encounters (State and Federal Codes 100, 110, 300, 310, 320, 330) (Numerator)	Medicare Platino Encounters (State and Federal Codes 100, 110, 300, 310, 320, 330) (Numerator)	FQHCs Needy Individuals Encounters with Codes 100, 110, 230, 300, 310, 320, 330 (Numerator)

AGING REPORT FOR A 12 MONTH PERIOD INCLUDING THE 90 DAY PERIOD OF THE ATTESTATION

PAYER	PATIENT ID	EVALUATION AND MANAGEMENT CODE	DATE OF SERVICE	PLACE OF SERVICE	RENDERING PHYSICIAN NPI

By signing this form, I certify that the information related to the "Patient Encounters" provided is correct and valid. By this means, we commit to send all the supporting "Patient Encounters" information to ASES. All information must be submitted using the established format and according to the contract with ASES no later than 7 business days from the date of encounter's request. All encounters should be included regardless of whether they were paid or not.

Name	Position	Signature	Date

After completing the Certification, please send it to ASES at the following electronic address: Httpip_helpdesk@asespr.org and also to the provider who requested it in order to complete the attestation process by the provider. In case you have any questions please contact ASES at 787-474-3300.

PROFESSIONAL DATA SUBMITTED AT SLR (FOR PIP USE ONLY)

Professional data submitted at SLR:				Date of submission at SLR:	
Reporting 90 days Period	Medicaid Encounters	Medicare Platino Encounters	FQHCs Federal Needy Individuals Encounters	Not Hospital Base Percentage	Patient Volume Percentage Verified by ASES

Process by:

Date:

