AMENDMENT TO THE CONTRACT BETWEEN
ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO (ASES)
and
MOLINA HEALTHCARE OF PUERTO RICO, INC.
to
ADMINISTER THE PROVISION OF PHYSICAL AND BEHAVIORAL HEALTH SERVICES UNDER THE GOVERNMENT HEALTH PLAN

CONTRACT NUMBER: 2015-000086H

ADMINISTRACIÓN DE SEGUROS DE SALUD
Contrato Número
15 - 0 8 6 H

THIS AMENDMENT TO THE CONTRACT BETWEEN ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO (ASES) AND MOLINA HEALTHCARE OF PUERTO RICO, INC. FOR THE PROVISION OF PHYSICAL AND BEHAVIORAL HEALTH SERVICES UNDER THE GOVERNMENT HEALTH PLAN WITHIN THE EAST AND SOUTHWEST SERVICE REGIONS (the "Amendment") is by and between Molina Healthcare of Puerto Rico, Inc. ("the Contractor"), an insurance company duly organized and authorized to do business under the laws of the Commonwealth of Puerto Rico, with employer identification number **66-0817946** 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, with employer identification number **66-0500678**.

WHEREAS, the Contractor and ASES executed a Contract for the provision of Physical Health and Behavioral Health Services under the Government Health Plan within the East and Southwest Service Regions of the Commonwealth of Puerto Rico, on December 3rd, 2015 (hereinafter referred to as the "Contract");

WHEREAS, the Contract provides, pursuant to Section 21.6, that ASES is granted the option to renew the Contract for an additional term of up to one (1) fiscal year, beginning on July 1, 2017 to June 30, 2018;

WHEREAS, ASES has exercised, through this Amendment and through previously executed agreements by the Parties to extend the Contract beyond its original expiration date of June 30, 2017 (the "Agreed Extensions"), the option to renew the Contract for an additional term of one (1) fiscal year;

WHEREAS, the Contract also 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 and the Agreed Extensions.

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. RENEWAL OF CONTRACT

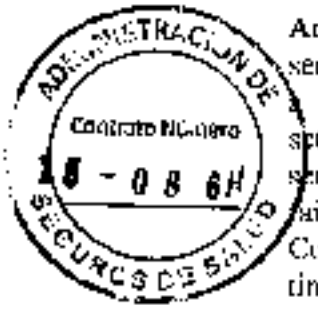
ASES has exercised its option to renew of the Contract for an additional one (1) fiscal year term, which shall begin on July 1, 2017 and end at midnight on June 30, 2018, in accordance with Section 21.6 of the Contract.

II. AMENDMENTS

1. Immediately following Section 1.1.6, a new Section 1.1.7 shall be inserted stating as follows:

1.1.7 Pursuant to 42 CFR 438.602(i), the Contractor shall not be located outside of the United States.

2. The following definitions in Article 2 shall be amended as follows:



Adverse Benefit Determination: The denial or limited authorization of a requested service, including the type or level of service; the reduction, suspension, or termination of a previously authorized service, requirements for medical necessity appropriateness, setting or effectiveness of a covered benefit; the denial, in whole or part, of payment for a service (including in circumstances in which an Enrollee is forced to pay for a service; the failure to provide services in a timely manner (within the timeframes established by this Contract or otherwise established by ASES), the failure of the Contractor to act within the timeframes provided in 42 CFR 438.408(b); or the denial of an Enrollee's request to dispute a financial liability, including cost-sharing, co-payments, premiums, deductibles, co-insurance, and other Enrollee financial liabilities. For a resident of a rural area, the denial of an Enrollee's request to exercise his or her right, under 42 CFR 438.52(b)(2)(ii), to obtain services outside the network.

Emergency Medical Condition: As defined in 42 C.F.R. 438.114, a medical or Behavioral Health condition, regardless of diagnosis or symptoms, manifesting itself in acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairments of bodily functions, serious dysfunction of any bodily organ or part, serious harm to self or other due to an alcohol or drug abuse emergency, serious injury to self or bodily harm to others, or the lack of adequate time for a pregnant women having contractions to safely reach a another hospital before delivery. The Contractor may not impose limits on what constitutes an Emergency Medical Condition based only, or exclusively, on diagnoses or symptoms.

Emergency Services: As defined in 42 CFR 438.114, any Physical or Behavioral Health Covered Services (as described in Section 7.5.9) furnished by a qualified Provider in an emergency room that are needed to evaluate or stabilize an Emergency Medical Condition

or a Psychiatric Emergency that is found to exist using the prudent layperson standard.

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 for the period of July 1, 2017 to June 30, 2018. Excess Profits are to be shared between the Contractor or the Subcontractors and ASES, as provided in Sections 22.1.18 and 22.1.19.

Overpayment: Any funds that a person or entity receives which that person or entity is not entitled to under Title XIX of the Social Security Act. Overpayments shall not include funds that have been subject to a payment suspension or that have been identified as a Third Party Liability as set forth in Section 23.4.

Performance Improvement Projects (PIPs): Projects consistent with 42 CFR 438.330.

Primary Care: All health care services and laboratory services customarily furnished by or through a general practitioner, family physician, internal medicine physician, obstetrician/gynecologist, pediatrician, or other licensed practitioner as authorized by ASES, to the extent the furnishing of those services is legally authorized where the practitioner furnishes them.

Subcontractor: Any organization or person, including the Contractor's parent, subsidiary or Affiliate, who has a contract or written arrangement with the Contractor to provide any function or service for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Commonwealth under the terms of this Contract. Subcontractors do not include Providers unless the Provider is responsible for services other than providing Covered Services pursuant to a Provider participation agreement

3. **The following definitions in Article 2 shall be inserted as follows:**

Formulary of Medications Covered ("FMC"): A published subset of pharmaceutical products used for the treatment of physical and Behavioral Health conditions developed by the PPA after clinical recommendations from the Pharmacy and Therapeutics (P&T) Committee and financial review from the Pharmacy Benefits Financial Committee.

List of Medications by Exception ("LME"): List of medications that are not included in the FMC, 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 LME may still be covered under an Exception Request in compliance with Section 7.5.12 10.1.2, unless statutorily excluded.

4. **The definition of Preferred Drug List ("PDL") in Article 2 shall be deleted in its entirety. The acronym of PDL in Article 3 shall be deleted in its entirety.**

5. **The following acronyms in Article 3 shall be inserted as follows:**

FMC	Formulary of Medications Covered
LME	List of Medications by Exception

6. The following acronyms in Article 3 shall be amended as follows:

QIP	Quality Incentive Program
US or USA	United States of America

7. All subsequent references within the Contract to the following defined terms and acronyms shall be replaced as follows, unless otherwise stated in this Amendment:

a. All references to the defined term "Action" shall be deleted and replaced with the defined term "Adverse Benefit Determination."

b. All references to the defined term "Preferred Drug List" shall be deleted and replaced with the defined term "Formulary of Medications Covered." All references to the acronym "PDL" shall be deleted and replaced with the acronyms "FMC."

c. All references to the defined term "Master Formulary" shall be deleted and replaced with the defined term "List of Medications by Exception" or the acronym "LME."

d. All references to the former "Quality Improvement Procedure" shall be deleted and replaced with "Quality Incentive Program."

8. Section 4.5.1 shall be amended and replaced in its entirety as follows:

4.5.1 ASES shall conduct readiness reviews of the Contractor's operations three (3) months before the start of a new managed care program and when the Contractor will provide or arrange for the provision of covered benefits to new eligibility groups. Such review will include, at a minimum, one (1) on-site review, at dates and times to be determined by ASES. These reviews may include, but are not limited to, desk and on-site reviews of documents provided by the Contractor, walk-through(s) of the Contractor's facilities, Information System demonstrations, and interviews with the Contractor's staff. ASES will conduct the readiness review to confirm that the Contractor is capable and prepared to perform all Administrative Functions and to provide high-quality services to GHP Enrollees.

9. Section 4.5.3.12 shall be amended and replaced in its entirety as follows:

4.5.3.12 Financial management, including financial reporting and monitoring and financial solvency,

10. Section 4.5.3.14 shall be amended and replaced in its entirety as follows:

4.5.3.14 Information Systems management, including claims management, encounter data and enrollment information management, systems performance, interfacing capabilities, and security management functions and capabilities; and

11. Section 5.2.1.1 shall be amended and replaced in its entirety as follows:

5.2.1.1 The Contractor shall accept all Potential Enrollees into its Plan without restrictions. The Contractor shall not discriminate against individuals eligible to enroll on the basis of religion, race, color, national origin, sex, sexual orientation, gender identity, or disability, and will not use any policy or practice that has the effect of discriminating on the basis of religion, race, color, national origin, sex, sexual orientation, gender identity, or disability on the basis of health, health status, pre-existing condition, or need for health care services.

12. Section 5.2.2 shall be amended and replaced in its entirety as follows:

5.2.2 Effective Date of Enrollment

5.2.2.1 Except as provided below, Enrollment, whether chosen or automatic, will be effective (hereinafter referred to as the "Effective Date of Enrollment") the same date as the period of eligibility specified on the MA-10.

5.2.2.2 *Effective Date of Enrollment for Newborns.* The Effective Date of Enrollment for Medicaid and CHIP Eligible newborns is the date of his or her birth. The Effective Date of Enrollment for Commonwealth Population newborns is the date the newborn is registered with the Puerto Rico Medicaid Program. A newborn shall be Auto-Enrolled pursuant to the procedures set forth in Section 5.2.6.

5.2.2.3 *Re Enrollment Policy and Effective Date of Re-Enrollment for Mothers Who are Minor Dependents.* In the event that a female Enrollee who is included in a family group for coverage under the GHIP as a Dependent child becomes pregnant, the Enrollee shall be referred to the Puerto Rico Medicaid Program. She will effectively establish a new family with the diagnosis of her pregnancy and will become the Contact Member of the new family. The eligibility period of the new family will begin on the date of the first diagnosis of the pregnancy, and the Enrollee shall be Auto-Enrolled, effective as of this date. The mother shall be Auto-Assigned to the PMG and PCP to which she was assigned before the Re-Enrollment.

5.2.2.4 *Effective Date of Re-Enrollment for Enrollees Who Lose Eligibility.* If an Enrollee who is a Medicaid- or - CHIP Eligible Person or member of the Commonwealth Population loses eligibility for the GHIP for a period of two (2) months or less, Enrollment in the Contractor's Plan shall be reinstated. Upon notification from ASES of the Recertification, the

Contractor shall Auto-Enroll the person, with Enrollment effective as of the eligibility period specified on the MA-10.

13. Section 5.2.4.2 shall be amended and replaced in its entirety as follows:

5.2.4.2 The Auto-Enrollment process will include Auto-Assignment of a PMG and a PCP (see Section 5.4 of this Contract). A new Enrollee who is a Dependent of a current GHP Enrollee (the "Contact Member") shall be automatically assigned to the same PMG as his or her Contact Member, as identified by the Contact Member number.

14. Section 5.2.5.2 shall be amended and replaced in its entirety as follows:

5.2.5.2 Once the Enrollee calls or visits the Contractor's office to execute the right of changing the assigned PMG, PCP, or both, the Contractor shall request that the Enrollee select a new PMG and PCP. During the visit or call, the Contractor shall issue to the Enrollee an Enrollee ID Card and a notice of Enrollment, as well as an Enrollee Handbook and Provider Directory either in paper or electronic form, subject to requirements of Sections 6.9.8 and 6.9.9; or, such notice of Enrollment, an ID Card, a Handbook, and a Provider Directory may be sent to the Enrollee via surface mail or electronically, subject to the requirements of Sections 6.9.8 and 6.9.9 within five (5) Business Days of the Enrollee's request to change the Auto-Enrollment assignments.

15. Immediately following Section 5.2.5.3, a new Section 5.2.2.3.1 shall be inserted stating as follows:

5.2.5.3.1 All Enrollees must also be notified at least annually of their disenrollment rights as set forth in Section 5.3 and 42 CFR 438.56. Such notification must clearly explain the process for exercising this disenrollment right, as well as the alternatives available to the Enrollee based on their specific circumstance.

16. Section 5.2.6.4 shall be amended and replaced in its entirety as follows:

5.2.6.4 If the mother has not made a PCP and PMG selection at the time of the child's birth, the Contractor shall, within one (1) Business Day of the birth, auto-assign the newborn to a PCP who is a pediatrician and to the Contact Member's PMG.

17. Section 5.3.3.3 shall be amended and replaced in its entirety as follows:

5.3.3.3 If what would otherwise be the Effective Date of Disenrollment under this Section 5.3.3 falls.

5.3.3.3.1 When the Enrollee is an inpatient at a hospital, ASES shall postpone the Effective Date of Disenrollment so that it occurs on the last day of the month in which the Enrollee is discharged from the hospital, or the last day

of the month following the month in which Disenrollment would otherwise be effective, whichever occurs earlier;

5.3.3.3.2 During a month in which a Medicaid, CHIP or Commonwealth Enrollee is pregnant, or on the date the pregnancy ends, ASES shall postpone the Effective Date of Disenrollment so that it occurs on the last day of the month in which the 60-day post-partum period ends;

5.3.3.3.3 When the Enrollee is in the process of appealing a Disenrollment though either the Grievance System, ASES's Administrative Law Hearing process, or the Puerto Rico Medicaid Department's dedicated hearing process on Disenrollments, as applicable, then ASES shall postpone the Effective Date of Disenrollment until a decision is rendered after the hearing; or

5.3.3.3.4 During a month in which an Enrollee is diagnosed with a Terminal Condition, ASES shall postpone the Effective Date of Disenrollment so that it occurs on the last day of the following month.

18. Immediately following Section 5.3.5, a new Section 5.3.5.1 shall be inserted stating as follows, and the remaining Section 5.3.5 shall be renumbered accordingly, including any references thereto:

5.3.5.1 All Enrollees must be notified at least annually of their disenrollment rights as set forth in Section 5.3 and 42 CFR 438.56. Such notification must clearly explain the process for exercising this disenrollment right, as well as the coverage alternatives available to the Enrollee based on their specific circumstance.

19. Original Section 5.3.5.2, renumbered by this Amendment as 5.3.5.3, shall be amended and replaced in its entirety as follows:

5.3.5.3 An Enrollee may request Disenrollment from the Contractor's Plan without cause during the ninety (90) Calendar Days following the Effective Date of Enrollment with the Plan or the date that the Contractor sends the Enrollee notice of the Enrollment, whichever is later. An Enrollee may request Disenrollment without cause every twelve (12) months thereafter or if, upon automatic re-enrollment of an Enrollee disenrolled solely because he or she loses eligibility for a period of two (2) months or less, the temporary loss of Medicaid eligibility has caused the Enrollee to miss the annual disenrollment opportunity. In addition, an Enrollee may request Disenrollment without cause in the event that ASES notifies the Enrollee that ASES has imposed or intends to impose on the Contractor the intermediate sanctions set forth in 42 CFR 438.702(a)(3).

20. Immediately following Original Section 5.3.5.3.1, renumbered by this Amendment as

5.3.5.4.1, a new Section 5.3.5.4.2 shall be inserted stating as follows, and the remaining Section 5.3.5.4 shall be renumbered accordingly, including any references thereto:

5.3.5.4.2 The Contractor's Plan does not, due to moral or religious objections, cover the health service the Enrollee seeks

21. Original Section 5.3.5.4, renumbered by this Amendment as 5.3.5.5, shall be amended and replaced in its entirety as follows:

5.3.5.5 If the Contractor fails to refer a Disenrollment request within the timeframe specified in Section 5.3.3, or if ASES fails to make a Disenrollment determination so that the Enrollee may be disenrolled by the first day of the second month following the month when the Disenrollment request was made, per Section 5.3.3, the Disenrollment shall be deemed approved for the effective date that would have been established had ASES or the Contractor complied with Section 5.3.3

22. Section 5.3.8.2 shall be amended and replaced in its entirety as follows:

5.3.8.2 The Contractor shall notify the Puerto Rico Medicaid Program immediately when the Enrollment database is updated to reflect a change in the place of residence of an Enrollee or an Enrollee's death.

23. Section 6.1.1 shall be amended and replaced in its entirety as follows:

6.1.1 The Contractor shall have policies and procedures, prior approved by ASES and submitted in accordance with Attachment I2, that explain how it will ensure that Enrollees and Potential Enrollees:

6.1.1.1 Are aware of their rights and responsibilities;

6.1.1.2 How to obtain physical and Behavioral Health Services;

6.1.1.3 What to do in an emergency or urgent medical situation;

6.1.1.4 How to request a Grievance, Appeal, or Administrative Law Hearing;

6.1.1.5 How to report suspected Incident of Fraud, Waste, and Abuse;

6.1.1.6 Have basic information on the basic features of managed care; and

6.1.1.7 Understand the MCO's responsibilities to coordinate Enrollee care.

24. Section 6.1.2 shall be amended and replaced in its entirety as follows:

6.1.2 The Contractor's informational materials must convey to Enrollees and

Potential Enrollees that GHP is an integrated program that includes both physical and Behavioral Health Services, and must also explain the concepts of Primary Medical Groups and Preferred Provider Networks.

25. Immediately following Section 6.1.6, a new Section 6.1.7 shall be inserted stating as follows:

6.1.6 The Contractor shall use the definitions for managed care terminology set forth by ASES in all of its written and verbal communications with Enrollees, in accordance with 42 CFR 438.10(c)(4)(i).

26. Section 6.2.4.3 shall be amended and replaced in its entirety as follows:

6.2.4.3 Standard letters and notifications, such as the notice of Enrollment required in Section 5.2.5.3, the notice of Redetermination required in Section 5.2.7.1, and the notice of Disenrollment required in Section 5.3.2. The Contractor shall use model Enrollee notices developed by ASES.

27. Section 6.3.2 shall be amended and replaced in its entirety as follows:

6.3.2 The Contractor shall make all written materials available through auxiliary aids and services or alternative formats, and in a manner that takes into consideration the Enrollee's or Potential Enrollee's special needs, including Enrollees and Potential Enrollees who are visually impaired or have limited reading proficiency. The Contractor shall notify all Enrollees and Potential Enrollees that information is available in alternative formats, and shall instruct them on how to access those formats. Consistent with Section 1557 of PPACA and 42 C.F.R. 438.10(d)(3), all written materials must also include taglines in the prevalent languages, as well as large print, with a font size of no smaller than 18 point, to explain the availability of written and oral translation to understand the information provided and the toll-free and TTY/TDY telephone number of the GHP Service Line.

28. Section 6.3.3 shall be amended and replaced in its entirety as follows:

6.3.3 Once an Enrollee has requested a written material in an alternative format or language, the Contractor shall at no cost to the Enrollee or Potential Enrollee (i) make a notation of the Enrollee or Potential Enrollee's preference in the Contractor's system and (ii) provide all subsequent written materials to the Enrollee or Potential Enrollee in such format unless the Enrollee or Potential Enrollee requests otherwise.

29. Section 6.3.4 shall be amended and replaced in its entirety as follows:

6.3.4 Except as provided in Sections 1.1.5 and 6.4 (Enrollee Handbook) and subject to Section 6.3.8, the Contractor shall make all written information available in

Spanish or other applicable Prevalent Non-English Language, as defined in Section 6.3.8 below, with a language block in English, explaining that (i) Enrollees may access an English translation of the information if needed, and (ii) the Contractor will provide oral interpretation services into any language other than Spanish or English, if needed. Such translation or interpretation shall be provided by the Contractor at no cost to the Enrollee. The language block and all other content shall comply with 42 CFR 438.10(d)(2) and Section 1557 of PPACA.

30. **Section 6.3.5 shall be amended and replaced in its entirety as follows:**

6.3.5 If oral interpretation services are required in order to explain the Benefits covered under the GHP to a Potential Enrollee who does not speak either English or Spanish, the Contractor must, at its own cost, make such services available in a third language, in compliance with 42 CFR 438.10(d)(4).

31. **Section 6.3.8 shall be amended and replaced in its entirety as follows:**

6.3.8 Within ninety (90) Calendar Days of a notification from ASES that ASES has identified a Prevalent Non-English Language other than Spanish or English (with "Prevalent Non-English Language" defined as a language that is the primary language of more than five percent (5%) of the population of Puerto Rico), all written materials provided to Enrollees and Potential Enrollees shall be translated into and made available in such language.

32. **Section 6.4.1 shall be amended and replaced in its entirety as follows:**

6.4.1 The Contractor shall produce at its sole cost, and shall mail or make electronically available, subject to the requirements of Section 6.9.8 and 6.9.9, to all new Enrollees, an Enrollee Handbook including information on physical health, Behavioral Health, and all other Covered Services offered under the GHP. The Contractor shall distribute the Handbook either simultaneously with the notice of Enrollment referenced in Section 5.2.5.3 or within five (5) Calendar Days of sending the notice of Enrollment via surface mail.

33. **Section 6.4.3 shall be amended and replaced in its entirety as follows:**

6.4.3 The Contractor shall either:

6.4.3.1 Mail or make electronically available, subject to the requirements of Sections 6.9.8 and 6.9.9, to all Enrollees an Enrollee Handbook on at least an annual basis, after the initial distribution of the Handbook at Enrollment; or

6.4.3.2 At least annually, as required by 42 CFR 438.10, mail or make electronically available, subject to the requirements of Sections 6.9.8 and

6.9.9, to all Enrollees a Handbook supplement that includes Information on the following:

6.4.3.2.1 The Contractor's service area;

6.4.3.2.2 Benefits covered under the CHP;

6.4.3.2.3 Any cost-sharing imposed by the Contractor; and

6.4.3.2.4 To the extent available, quality and performance indicators, including Enrollee satisfaction.

6.4.3.3 The Contractor is not required to mail an Enrollee Handbook to an Enrollee who may have been disenrolled and subsequently reenrolled if Enrollee was provided a Enrollee Handbook within the past year. The Contractor is also not required to mail an Enrollee Handbook to new Enrollees under the age of twenty-one (21) if an Enrollee Handbook has been mailed within the past year to a member of that Enrollee's household. However, this exception does not apply to pregnant Enrollees under the age of twenty-one (21).

34. Section 6.4.5.9 shall be amended and replaced in its entirety as follows:

6.4.5.9 Information on the amount, duration and scope of Benefits and Covered Services, including how the scope of Benefits and services differs between Medicaid- and CHIP Eligibles and Other Eligible Persons. This must include Information on the EPSDT Benefit and how Enrollees under the age of twenty-one (21) and entitled to the EPSDT Benefit may access component services;

35. Section 6.4.5.12 shall be amended and replaced in its entirety as follows:

6.4.5.12 An explanation of any service limitations or exclusions from coverage, including any restrictions on the Enrollee's freedom of choice among network Providers;

36. Section 6.4.5.27.3.2 shall be amended and replaced in its entirety as follows:

6.4.5.27.3.2 No Co-Payments shall be charged for Medicaid and CHIP children under twenty-one (21) years under any circumstances.

37. Section 6.4.5.29.9 shall be amended and replaced in its entirety as follows:

6.4.5.29.9 Information on the family planning services and supplies, including the extent to which, and how, Enrollees may obtain such services or supplies from out of-network providers, and that an Enrollee cannot be required to obtain a referral before choosing a family planning Provider.

38. Immediately following Section 6.4.5.29.9, new Sections 6.4.5.29.10 and 6.4.5.29.11 shall be inserted stating as follows:

6.4.5.29.10 Information on non-coverage of counseling or referral services based on Contractor's moral or religious objections, as specified in Section 7.13 and how to access these services from ASES; and

6.4.5.29.11 Instructions on how to access oral or written translation services, information in alternative formats, and auxiliary aids and services, as specified in Sections 6.3 and 6.11.

39. Section 6.5.1.16 shall be amended and replaced in its entirety as follows:

6.5.1.16 Only be responsible for cost-sharing in accordance with 42 CFR 447.50 through 42 CFR 447.82 and as permitted by the Puerto Rico Medicaid and CHIP State Plans and Puerto Rico law as applicable to the Enrollee.

40. Section 6.6.1 shall be amended and replaced in its entirety as follows:

6.6.1 The Contractor shall develop, maintain, and mail or make electronically available, subject to the requirements of Sections 6.9.8 and 6.9.9 to all new Enrollees a Provider Directory that includes information on both physical and Behavioral Health Providers under the GHP. The Contractor shall distribute the Provider Directory, within five (5) Calendar Days of sending the notice of Enrollment referenced in Section 5.2.5.3.

6.6.1.1 The Contractor is not required to mail a Provider Directory to an Enrollee who may have been disenrolled and subsequently reenrolled if Enrollee was provided a Provider Directory within the past year. The Contractor is also not required to mail a Provider Directory to new Enrollees under the age of twenty-one (21) if a Provider Directory has been mailed within the past year to a member of that Enrollee's household. However, this exception does not apply to pregnant Enrollees under the age of twenty-one (21).

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41. Section 6.6.2 shall be amended and replaced in its entirety as follows:

6.6.2 The Contractor shall update the paper Provider Directory once a month and distribute it to Enrollees upon Enrollee request.

42. Section 6.6.3 shall be amended and replaced in its entirety as follows:

6.6.3 The Contractor shall make the Provider Directory available on its website in a machine readable file and format as specified by CMS.

43. Section 6.6.4 shall be amended and replaced in its entirety as follows:

6.6.4 The Provider Directory shall include the names, provider group affiliations, locations, office hours, telephone numbers, websites, cultural and linguistic capabilities, completion of Cultural Competency training, and accommodations for people with physical disabilities of current Network Providers. This includes, at a minimum, information sorted by Service Region on PCPs, specialists, dentists, FQHCs and RHCs, Behavioral Health Providers, and pharmacies in each Service Region, hospitals, including locations of emergency settings and Post-Stabilization Services, with the name, location, hours of operation, and telephone number of each facility/setting. The Provider Directory shall also identify all Network Providers that are not accepting new patients. Any subcontractors of ASES, such as the PBM, will collaborate with the Contractor to provide information in a format mutually agreed upon for the generation of the Provider Directory.

44. Section 6.7.2.10 shall be amended and replaced in its entirety as follows:

6.7.2.10 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 twenty-one (21) years under any circumstances;

45. Immediately following Section 6.9.7, new Sections 6.9.8 and 6.9.9 shall be inserted stating as follows:

6.9.8 Any Enrollee Information required under 42 CFR 438.10, including the Enrollee Handbook, Provider Directory, and Enrollee notices, may not be provided electronically or on the Contractor's website unless such Information (1) is readily accessible, (2) is placed on the Contractor's website in a prominent location, (3) is provided in a form that can be electronically retained and printed, and (4) includes notice to the Enrollee that the Information is available in paper form without charge and can be provided upon request within five (5) Business Days.

6.9.9 The Enrollee Handbook and Provider Directory may be provided electronically instead of paper form if all required elements of Section 6.9.8 are satisfied. However, the Contractor must provide the Enrollee Handbook and Provider Directory in paper form upon request by the Enrollee at no charge and within five (5) Business Days. If the Enrollee Handbook is provided by e-mail, the Contractor must first obtain the Enrollee's agreement to receive the Enrollee Handbook by e-mail. If the Enrollee Handbook is posted on the Contractor's website, the Contractor must first advise the Enrollee in paper or electronic form that the information is available on the internet, and must include the applicable website address, provided that Enrollees with disabilities who cannot access this information online are provided auxiliary aids and services upon request

and at no cost.

46. Section 6.10.1 shall be amended and replaced in its entirety as follows:

6.10.1 In accordance with 42 CFR 438.206, the Contractor shall have a comprehensive written Cultural Competency plan describing how the Contractor will ensure that services are provided in a culturally competent manner to all Enrollees. The Cultural Competency plan must describe how the Providers, individuals, and systems within the Contractor's Plan will effectively provide services to people of all diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, gender identity, or religion in a manner that recognizes values, affirms, and respects the worth of the individual Enrollees and protects and preserves the dignity of each individual.

47. Section 6.11.1 shall be amended and replaced in its entirety as follows:

6.11.1 The Contractor shall provide oral interpreter services to any Enrollee or Potential Enrollee who speaks any language other than English or Spanish as his or her primary language, regardless of whether the Enrollee or Potential Enrollee speaks a language that meets the threshold of a Prevalent Non-English Language. This also includes the use of auxiliary aids and services such as TTY/TDY and the use of American Sign Language. The Contractor is required to notify its Enrollees of the availability of oral interpretation services and to inform them of how to access oral interpretation services. There shall be no charge to an Enrollee or Potential Enrollee for interpreter services or other auxiliary aids.

48. Section 6.14.1 shall be amended and replaced in its entirety as follows:

6.14.1 Prohibited Activities. The Contractor is prohibited from engaging in the following activities:

6.14.1.1 Directly or indirectly engaging in door-to-door, telephone, e-mail, texting or other Cold-Call Marketing activities;

6.14.1.2 Offering any favors, inducements or gifts, promotions, or other insurance products that are designed to induce Enrollment in the Contractor's Plan;

6.14.1.3 Distributing plans and materials that contain statements that ASES determines are inaccurate, false, or misleading. Statements considered false or misleading include, but are not limited to, any assertion or statement (whether written or oral) that the Contractor's plan is endorsed by the Federal Government or Commonwealth, or similar entity;

6.14.1.4 Distributing materials that, according to ASES, mislead or falsely describe

the Contractor's Provider Network, the participation or availability of Network Providers, the qualifications and skills of Network Providers (including their bilingual skills); or the hours and location of network services;

6.14.1.5 Seeking to influence Enrollment in conjunction with the sale or offering of any private insurance; and

6.14.1.6 Asserting or stating in writing or verbally that the Enrollee or Potential Enrollee must enroll in the Contractor's plan to obtain or retain Benefits.

49. Section 7.1.4.1 shall be amended and replaced in its entirety as follows:

7.1.4.1 The Enrollee paid the Provider for the service. This rule does not apply in circumstances where a Medicaid or CHIP Eligible Enrollee incurs out-of-pocket expenses for Emergency Services provided in the other USA jurisdictions. In such a case, the expenses will be reimbursed under the GHP; or

50. Section 7.5.2.1.19 shall be amended and replaced in its entirety as follows:

7.5.2.1.19 Organ and tissue transplants, except skin, bone and corneal transplants. Such skin, bone and corneal transplants shall be covered only in accordance with ASES's written standards providing for similarly situated individuals to be treated alike, and, for any restriction on facilities or practitioners providing such services, to be consistent with the accessibility of high quality care to Enrollees; and

51. Section 7.5.7.11 shall be amended and replaced in its entirety as follows:

7.5.7.11 The Contractor shall be responsible for timely payment for emergency transportation services in the other USA jurisdictions for Enrollees who are Medicaid or CHIP Eligibles, if the emergency transportation is associated with an Emergency Service in the other USA jurisdictions covered under Section 7.5.9.3.1.2 of this Contract. If, in an extenuating circumstance, a Medicaid or CHIP Eligible Enrollee incurs out-of-pocket expenses for emergency transportation services provided in the other USA jurisdictions, the Contractor shall reimburse the Enrollee for such expenses in a timely manner, and the reimbursement shall be considered a Covered Service.

52. Section 7.5.8.4.7 shall be amended and replaced in its entirety as follows:

7.5.8.4.7 Other FDA approved contraceptive medications or methods not covered by sections 7.5.8.4.5 or 7.5.8.4.6 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 at least one of the following

situations:

7.5.8.4.7.1 Contra-indication with drugs that are in the FMC or LME that the Enrollee is already taking, and no other methods available in the FMC or LME that can be used by the Enrollee.

7.5.8.4.7.2 History of adverse reaction by the Enrollee to the contraceptive methods covered as specified by ASES; or

7.5.8.4.7.3 History of adverse reaction by the Enrollee to the contraceptive medications that are on the FMC or LME.

53. Immediately following Section 7.5.8.4.7.3, a new Section 7.5.8.5 shall be inserted stating as follows:

7.5.8.5 Maternity services, including family planning and postpartum services, must be covered for a sixty (60) day period, beginning on the day the pregnancy ends. These services will also be covered for any remaining days in the month in which the sixtieth (60th) day falls.

54. Section 7.5.9.1 shall be amended and replaced in its entirety as follows:

7.5.9.1 The Contractor shall cover and pay for Emergency Services where necessary to treat an Emergency Medical Condition or a Psychiatric Emergency. The Contractor shall ensure that Medical and Psychiatric Emergency Services are available twenty-four (24) hours a day, seven (7) days per Week. The Contractor shall ensure that emergency rooms and other Providers qualified to furnish Emergency Services have appropriate personnel to provide physical and Behavioral Health Services. All Emergency Services must be billed appropriately to the Contractor based on the applicable treatment and site of care. No Prior Authorization will be required for Emergency Services, and the Contractor shall not deny payment for treatment if a representative of the Contractor instructed the Enrollee to seek Emergency Services.

55. Section 7.5.9.2 shall be amended and replaced in its entirety as follows:

7.5.9.2 Emergency Services shall include, but are not limited to, the following:

7.5.9.2.1 Emergency room visits, including medical attention and routine and necessary services;

7.5.9.2.2 Trauma services;

7.5.9.2.3 Operating room use;

7.5.9.2.4 Respiratory therapy;

7.5.9.2.5 Specialist and sub-specialist treatment when required by the emergency room physician;

7.5.9.2.6 Anesthesia;

7.5.9.2.7 Surgical material,

7.5.9.2.8 Laboratory tests and X-Rays;

7.5.9.2.9 Post-Stabilization Services, as provided in Section 7.5.9.4 below;

7.5.9.2.10 Care as necessary in the case of a Psychiatric Emergency in an emergency room setting;

7.5.9.2.11 Drugs, medicine and intravenous solutions used in the emergency room; and

7.5.9.2.12 Transfusion of blood and blood plasma services, without limitations, including:

7.5.9.2.12.1 Autologal and irradiated blood:

7.5.9.2.12.2 Monoclonal factor IX with a certified hematologist Referral;

7.5.9.2.12.3 Intermediate purity concentrated anti hemophilic factor (Factor VIII):

7.5.9.2.12.4 Monoclonal type anti-hemophilic factor with a certified hematologist's authorization; and

7.5.9.2.12.5 Activated protrombine complex (Autoflex and Feiba) with a certified hematologist's authorization.

56. Section 7.5.9.3 shall be amended and replaced in its entirety as follows:

7.5.9.3 Emergency Services Within and Outside Puerto Rico

7.5.9.3.1 The Contractor shall make Emergency Services available:

7.5.9.3.1.1 For all Enrollees, throughout Puerto Rico, including outside the Contractor's Service Regions, and notwithstanding whether the Emergency Services Provider is a Network Provider; and

7.5.9.3.1.2 For Medicaid and CHIP Eligibles, in Puerto Rico or in the other USA jurisdictions, when the services are Medically Necessary and could

not be anticipated, notwithstanding that Emergency Services Providers outside of Puerto Rico are not Network Providers. The Contractor shall be responsible for fulfilling payment for Emergency Services rendered in the other USA jurisdictions in a timely manner. If, in an extenuating circumstance, a Medicaid or CHIP Eligible Enrollee incurs out-of-pocket expenses for Emergency Services provided in the other USA jurisdictions, the Contractor shall reimburse the Enrollee for such expenses in a timely manner, and the reimbursement shall be considered a Covered Service.

7.5.9.3.2 In covering Emergency Services provided by Puerto Rico Providers outside the Contractor's Network, or by Providers in the other USA jurisdictions, the Contractor shall pay the Provider at least the average rate paid to Network Providers.

57. Section 7.5.9.4.2 shall be amended and replaced in its entirety as follows:

7.5.9.4.2 An Enrollee who has been treated for an Emergency Medical Condition or Psychiatric Emergency shall not be held liable for any subsequent screening or treatment necessary to stabilize or diagnose the specific condition in order to stabilize the Enrollee.

58. Immediately following Section 7.5.9.4.3.1, a new Section 7.5.9.4.3.2 shall be inserted stating as follows, and the remaining Section 7.5.9.4.3 shall be renumbered accordingly, including any references thereto:

7.5.9.4.3.2 The Contractor must limit cost-sharing for Post-Stabilization Services upon inpatient admission to Enrollees to amounts no greater than what the Contractor would charge Enrollee if services were obtained through the Contractor's General Network.

59. Section 7.5.9.6.2 shall be amended and replaced in its entirety as follows:

7.5.9.6.2 No Co-Payments shall be charged for Medicaid and CHIP children under twenty-one (21) years of age under any circumstances.

60. Section 7.5.9.7.2 shall be amended and replaced in its entirety as follows:

7.5.9.7.2 The Contractor shall not refuse to cover an Emergency Medical Condition or a Psychiatric Emergency based on the emergency room Provider, hospital, or fiscal Agent not notifying the Enrollee's PCP or the Contractor of the Enrollee's screening or treatment within ten (10) Calendar Days following the Enrollee's presentation for Emergency Services.

61. Section 7.5.12.1 shall be amended and replaced in its entirety as follows:

7.5.12.1 The Contractor shall provide in accordance with Section 1927 of the Social Security Act pharmacy services under the GHP, including the following:

7.5.12.1.1 All costs related to prescribed medications for Enrollees, excluding the Enrollee's Co-Payment where applicable;

7.5.12.1.2 Drugs on the Formulary of Medications Covered (FMC);

7.5.12.1.3 Drugs included on the LME, but not in the FMC (through the exceptions process explained in Section 7.5.12.10); and

7.5.12.1.4 In some instances, through the exceptions process, drugs that are not included on either the FMC or the LME.

62. Section 7.5.12.4.1 shall be amended and replaced in its entirety as follows:

7.5.12.4.1 Consistent with the requirements of Section 1927(d)(5) of the Social Security Act, some or all prescription drugs may be subject to Prior Authorization, which shall be implemented and managed by the PBM or the Contractor, according to policies and procedures established by the ASHS Pharmacy and Therapeutic ("P&T") Committee and decided upon in consultation with the Contractor when applicable.

63. Section 7.5.12.4.2.1 shall be amended and replaced in its entirety as follows:

7.5.12.4.2.1 The decision whether to grant a Prior Authorization of a prescription must not exceed twenty-four (24) hours from the receipt of the Enrollee's Service Authorization Request and the standard information needed to make a determination is provided. Such standard information to make a determination includes the following: the prescription, a supporting statement setting forth the clinical justification and medical necessity for the prescribed medication, and expected duration of treatment, as required by the protocol for the medication. The Contractor shall provide notice on a Prior Authorization request by telephone or other telecommunication device in the required timeframes. In circumstances where the Contractor or the Enrollee's Provider determines that the Enrollee's life or health could be endangered by a delay in accessing the prescription drug, the Contractor shall provide at least a seventy-two (72) hour supply of the prescription drug unless the drug is statutorily excluded from coverage under Section 1927(d)(2) of the Social Security Act. In such cases, Prior Authorization must be provided as expeditiously as the Enrollee's health requires, and no later than within twenty-four (24) hours following the Service Authorization Request.

64. Section 7.5.12.10.1.2 shall be amended and replaced in its entirety as follows:

7.5.12.10.1.2 The Contractor shall cover a drug that is not included on either the FMC or the LME. only as part of an exceptions process, provided that the drug is being prescribed for a use approved by the FDA or for a medically accepted indication, as defined in Section 1927(k)(6) of the Social Security Act for the treatment of the condition.

65. Section 7.5.12.10.2 shall be amended and replaced in its entirety as follows:

7.5.12.10.2 In addition to demonstrating that the drug is being prescribed for a medically accepted indication, as defined in Section 1927(k)(6) of the Social Security Act and as referenced in Section 7.5.12.10.1.2 above, a Provider prescribing a drug not on the FMC or LME must provide the Contractor with the necessary medical documentation to demonstrate that:

7.5.12.10.2.1 The drug does not have any bioequivalent on the market, and

7.5.12.10.2.2 The drug is clinically indicated because of:

7.5.12.10.2.2.1 Contra-indication with drugs that are in the FMC or LME that the Enrollee is already taking, and scientific literature's indication of the possibility of serious adverse health effects related to the taking the drug;

7.5.12.10.2.2.2 History of adverse reaction by the Enrollee to drugs that are on the FMC or LME;

7.5.12.10.2.2.3 Therapeutic failure of all available alternatives on the FMC or LME; or

7.5.12.10.2.2.4 Other special circumstances.

66. Section 7.5.12.14 shall be amended and replaced in its entirety as follows:

7.5.12.14 Formulary Management Program

7.5.12.14.1 The Contractor shall select two (2) members of its staff to serve on a cross-functional committee, the Pharmacy Benefit Financial Committee, tasked with rebate maximization and/or evaluating recommendations regarding the FMC and LME from the P&T Committee and the PDA and PBM as applicable. The Pharmacy Benefit Financial Committee will also review the FMC and LME from time to time and evaluate additional recommendations on potential cost-saving pharmacy initiatives, under the direction and approval of ASES.

7.5.12.14.2 The Contractor shall select a member of its staff to serve on a cross-

functional subcommittee tasked with assisting in the evaluation of additional potential cost-saving pharmacy initiatives as needed.

67. Section 7.5.12.15 shall be amended and replaced in its entirety as follows:

7.5.12.15 Utilization Management and Reports. The Contractor shall:

7.5.12.15.1 Perform drug Utilization reviews that meet the standards established by both ASES and Federal authorities, including the operation of a drug utilization review program as required in 42 CFR Part 456, Subpart K;

7.5.12.15.2 Develop and distribute protocols that will be subject to ASES approval, when necessary, and

7.5.12.15.3 Provide to ASES annually a detailed description of its drug utilization program activities.

68. Section 7.5.12.16.2 shall be amended and replaced in its entirety as follows:

7.5.12.16.2 The Contractor shall advise Providers that they may not outright deny medication because it is not included on ASES's FMC or LME. A medication not on the FMC or LME may be provided through the exceptions process described in Section 7.5.12.10.

69. Section 7.5.12.17 shall be amended and replaced in its entirety as follows:

7.5.12.17 Cooperation with the Pharmacy Program Administrator ("PPA")

7.5.12.17.1 The Contractor shall receive updates to the FMC and LME from the PPA. The Contractor shall adhere to these updates.

7.5.12.17.2 Any rebates shall be negotiated by the PPA and retained in their entirety by ASES. The Contractor shall neither negotiate, collect, nor retain any pharmacy rebate for Enrollee Utilization of brand drugs included on ASES's FMC or LME.

70. Immediately following Section 7.5.12.17.2, a new Section 7.5.12.18 shall be inserted stating as follows:

7.5.12.18 Information on Pharmacy Benefits Coverage. The Contractor shall provide information on the FMC and LME in electronic or paper form, including which generic or brand medications are covered, and what formulary tier each medication is on. Drug lists that are published on the Contractor's website must be in a machine readable file and format as specified by CMS.

71. Section 7.7.8 shall be amended and replaced in its entirety as follows:

7.7.8 The Contractor shall complete, monitor, and routinely update a treatment plan for each Enrollee who is registered for Special Coverage at least every twelve (12) months, or when the Enrollee's circumstances or needs change significantly, or at the request of the Enrollee.

7.7.8.1 The treatment plan shall be developed by the Enrollee's PCP, with the Enrollee's participation, and in consultation with any specialists caring for the Enrollee. The Contractor shall require, in its Provider Contracts with PCPs, that Special Coverage registration treatment plans be submitted to the Contractor for review and approval in a timely manner.

72. Section 7.8.2.3 shall be amended and replaced in its entirety as follows:

7.8.2.3 The Contractor's Care Management system shall emphasize prevention, continuity of care, and coordination of care, including between settings of care and appropriate discharge planning for short- and long-term hospital and institutional stays. The system will advocate for, and link Enrollees to, services as necessary across Providers, including community and social support Providers, and settings. Care Management functions include:

7.8.2.3.1 Assignment of a specific Care Manager to each enrollee qualified for Care Management;

7.8.2.3.2 Management of Enrollee to Care Manager ratios that have been reviewed and approved by ASES;

7.8.2.3.3 Identification of Enrollees who have or may have chronic or severe Behavioral Health needs, including through use of the screening tools M-CHAT for the detection of Autism, ASQ, ASQ-SE, Conners Scale (ADHD screen), DAST-10, GAD, and PC-PTSD, and other tools available for diagnosis of Behavioral Health disorders;

7.8.2.3.4 Assessment of an Enrollee's physical and Behavioral Health needs utilizing a standardized needs assessment within thirty (30) Calendar Days of Referral to Care Management that has been reviewed and given written approval by ASES. The Contractor shall also make its best efforts to perform this needs assessment for all new Enrollees within ninety (90) Calendar Days of the Effective Date of Enrollment, and to comply with all other requirements for such assessments set forth in 42 CFR 438.208(b);

7.8.2.3.5 Development of a plan of care within sixty (60) Calendar Days of the needs assessment;

7.8.2.3.6 Referrals and assistance to ensure timely Access to Providers;

7.8.2.3.7 Coordination of care actively linking the Enrollee to Providers, medical services, residential, social, and other support services where deemed necessary;

7.8.2.3.8 Monitoring of the Enrollees needs for assistance and additional services via face-to-face or telephonic contact at least quarterly (based on high- or low-risk);

7.8.2.3.9 Continuity and transition of care; and

7.8.2.3.10 Follow-up and documentation, including the review and/or revision of a plan of care upon reassessment of need, at least every twelve (12) months, or when the Enrollee's circumstances or needs change significantly, or at the request of the Enrollee.

73. Section 7.10.1 shall be amended and replaced in its entirety as follows:

7.10.1 In compliance with 42 CFR 438.3 (j)(1) and (2), 42 CFR 422.128(a), 42 CFR 422.128(b), 42 CFR 489.102(a), and Law No 160 of November 17, 2001, 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 eighteen (18) 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 that incorporates the requirements set forth under 42 CFR 422.128(h)(1)(ii) 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.

74. Section 7.11.4.2 shall be amended and replaced in its entirety as follows:

7.11.4.2 No Co-Payments shall be charged for Medicaid and CHIP children under twenty-one (21) years of age under any circumstances.

75. Immediately following Section 7.12.2, new Sections 7.12.3 and 7.12.3.1 shall be inserted stating as follows:

7.12.3 The Contractor must enter into a Coordination of Benefits Agreement with Medicare within sixty (60) days from the Effective Date of the Contract and participate in the automated claims crossover process in order to appropriately allocate reimbursement for Dual Eligible Beneficiaries. Any crossover claims not appropriately reimbursed by the applicable Medicaid program will be considered an Overpayment and shall be reported and returned in accordance with Section 22.1.19.

7.12.3.1 ASES may extend the sixty (60) day time frame set forth in Section 7.12.3 if the Contractor can provide evidence, satisfactory to ASES, that documents the Contractor's reasonable efforts to enter into a Coordination of Benefits Agreement with Medicare.

76. Section 7.13.2 shall be amended and replaced in its entirety as follows:

7.13.2 The Contractor shall furnish information about the services it does not cover based on a moral or religious objection to ASES with its GHP Program application. The Contractor acknowledges that such objections will be factored into the calculation of rates paid to the Contractor and, when made during the course of the Contract period, may serve as grounds for recalculation of the rates paid

77. Section 10.3.1.22 shall be amended and replaced in its entirety as follows:

10.3.1.22 Specify that ASES, CMS, the Office of Inspector General, the Comptroller General, the Medicaid Fraud Control Unit, and their designees, shall have the right at any time to inspect, evaluate, and audit any pertinent records or documents, and may inspect the premises, physical facilities, and equipment where activities or work related to the GHP program is conducted. The right to audit exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later;

78. Section 10.4.3 shall be amended and replaced in its entirety as follows:

10.4.3 The Contractor shall, within fifteen (15) Calendar Days of issuance of a notice of termination to a Provider, provide written notice of the termination to Enrollees who received his or her Primary Care from, or was seen on a regular basis by, the terminated Provider, and shall assist the Enrollee as needed in finding a new Provider.

79. Section 10.5.1.5 shall be amended and replaced in its entirety as follows:

10.5.1.5 With the exceptions noted below, the Contractor shall negotiate rates with Providers, and such rates shall be specified in the Provider Contract. Payment arrangements may take any form allowed under Federal law and the laws of

Puerto Rico, including Capitation payments, Fee-for-Service payment, and salary, if any, subject to Section 10.6 concerning permitted risk arrangements However, the Contractor must consider the use of maximum provider reimbursement rates equaling eighty percent (80%) of the 2016 Medicare fee schedule for the reimbursement of non-facility professional services related to cardiology and nuclear medicine services, and seventy percent (70%) of the 2016 Medicare fee schedule for the reimbursement of non-facility professional services related to all other specialties except radiation oncology, hematology/oncology, urology, interventional radiology and dialysis services. Any use of the 2016 Medicare fee schedule to set maximum provider reimbursement rates shall not obligate the Contractor to increase current provider reimbursement rates that have been previously negotiated. The Contractor shall inform ASES in writing when it enters any Provider payment arrangement other than Fee-for-Service.

80. Section 10.5.1.6 shall be amended and replaced in its entirety as follows:

10.5.1.6 Any Capitation payment made by the Contractor to Providers shall be based on sound actuarial methods in accordance with 42 C.F.R. 438.4. The Contractor shall submit data on the basis of which ASES will certify the actuarial soundness of Capitation payments, including the base data generated by the Contractor. All Provider payments by the Contractor shall be reasonable, and the amount paid shall not jeopardize or infringe upon the quality of the services provided.

81. Section 11.2.5 shall be amended and replaced in its entirety as follows:

11.2.5 If the Contractor delegates any of its utilization management responsibilities under this Section 11.2 or 11.4 to any delegated Utilization Management agent or Subcontractor, such agent or Subcontractor must also comply with written policies and procedures for processing requests for authorizations of services in accordance with 42 CFR 438.210(b)(1).

82. Section 11.4.1.5 shall be amended and replaced in its entirety as follows:

11.4.1.5 Neither the Contractor nor any Provider or Subcontractor may impose a requirement that Referrals be submitted for the approval of committees, boards, Medical Directors, etc. The Contractor shall strictly enforce this directive and shall issue Administrative Referrals (see Section 11.4.1.4) whenever it deems medically necessary.

83. Section 11.4.2.1.1 shall be amended and replaced in its entirety as follows:

11.4.2.1.1 With the exception of Prior Authorization of covered prescription drugs as described in Section 7.5.12.4.2, the decision to grant or deny a Prior Authorization must not exceed seventy-two (72) hours from the time of the

Enrollee's Service Authorization Request for all Covered Services; except that, where the Contractor or the Enrollee's Provider determines that the Enrollee's life or health could be endangered by a delay in accessing services, the Prior Authorization must be provided as expeditiously as the Enrollee's health requires, and no later than twenty-four (24) hours from the Service Authorization Request.

84. Section 11.4.6.1 shall be amended and replaced in its entirety as follows:

11.4.6.1 Neither a Referral nor Prior Authorization shall be required for any Emergency Service, no matter whether the Provider is within the PPN, and notwithstanding whether there is ultimately a determination that the condition for which the Enrollee sought treatment from an Emergency Services Provider was not an Emergency Medical Condition or Psychiatric Emergency.

85. Section 12.1.4 shall be amended and replaced in its entirety as follows:

12.1.4 ASES, in strict compliance with 42 CFR 438.340 and other Federal and Puerto Rico regulations, shall evaluate the delivery of health care by the Contractor. Such quality monitoring shall include monitoring of all the Contractor's Quality Management/Quality Improvement ("QM/QI") programs described in this Article 12 of this Contract.

86. Section 12.2.2 shall be amended and replaced in its entirety as follows:

12.2.2 For Medicaid and CHIP Eligibles, the QAPI program shall be in compliance with Federal requirements specified at 42 CFR 438.330.

87. Section 12.2.3.1 shall be amended and replaced in its entirety as follows:

12.2.3.1 A method of monitoring, analyzing, evaluating, and improving the delivery, quality and appropriateness of health care furnished to all Enrollees (including over, under, and inappropriate Utilization of services) and including those with special health care needs, as defined by ASES in the quality strategy,

88. Immediately following Section 12.2.6, a new Section 12.2.7 shall be inserted stating as follows:

12.2.7 As per 42 CFR 438.332(a) and (b), the Contractor shall inform ASES as to whether it has been accredited by a private, independent accrediting entity, and if so, shall provide or authorize the accrediting entity to provide ASES, as applicable, a copy of its most recent accreditation review (including its accreditation status, expiration date of the accreditation, and survey type and level) recommended actions or improvements, corrective action plans, and summaries of findings.

89. Section 12.3.1 shall be amended and replaced in its entirety as follows:

12.3.1 At a minimum, the Contractor shall have a PIPs work plan and activities that are consistent with Federal and Puerto Rico statutes, regulations, and Quality Assessment and Performance Improvement Program requirements for pursuant to 42 C.F.R. 438.330. For more detailed information refer to the "EQR Managed Care Organization Protocol" available at http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Quality-of-Care/Quality-of-Care-External- Quality-Review.html

90. Section 12.7.1 shall be amended and replaced in its entirety as follows:

12.7.1 In compliance with Federal requirements at 42 CFR 438.358, ASES will contract with an External Quality Review Organization ("EQRO") to conduct annual, external, independent reviews of the quality outcomes, timeliness of, and Access to, the services covered in this Contract. The Contractor shall collaborate with ASES's EQRO to develop studies, surveys, and other analytic activities to assess the quality of care and services provided to Enrollees and to identify opportunities for program improvement. To facilitate this process the Contractor shall supply Data, including but not limited to Claims Data and Medical Records, to the EQRO. Upon the request of ASES, the Contractor shall provide its protocols for providing information, participating in review activities, and using the results of the reviews to improve the quality of the services and programs provided to Enrollees.

91. Section 13.1.2 shall be amended and replaced in its entirety as follows:

13.1.2 For Medicaid and CHIP Eligibles, the Contractor's internal controls, policies, and procedures shall comply with all Federal requirements regarding Fraud, Waste, and Abuse and program integrity, including but not limited to Sections 1128, 1128A, 1156, 1842(j)(2), and 1902(a)(68) of the Social Security Act, Section 6402(b) of PPACA, 42 CFR 438.608, the CMS Medicaid Integrity program, and the Deficit Reduction Act of 2005. The Contractor shall exercise diligent efforts to ensure that no payments are made to any person or entity that has been excluded from participation in Federal health care programs. (See State Medicaid Director Letter #09-001, January 16, 2009.)

92. Section 13.2.2.2 shall be amended and replaced in its entirety as follows:

13.2.2.2 Require the designation of a compliance officer and a compliance committee that are accountable to the Contractor's senior management. The compliance officer must have express authority to provide unfiltered reports directly to the Contractor's most senior leader and governing body;

93. Section 13.2.3 shall be amended and replaced in its entirety as follows:

13.2.3 The Contractor, and any Subcontractors delegated the responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall include in all employee handbooks a specific discussion of the False Claims Act and its Fraud, Waste, and Abuse policies and procedures, the rights of employees to be protected as whistleblowers, and the Contractor and Subcontractor's procedures for detecting and preventing Fraud, Waste, and Abuse.

94. Section 13.4.1.2.3 shall be amended and replaced in its entirety as follows:

13.4.1.2.3 Any Subcontractor or other person with an employment, consulting, or other arrangement with the Contractor for the provision of items or services that are significant and material the Contractor's obligations under this Contract.

95. Section 13.5.3 shall be amended and replaced in its entirety as follows:

13.5.3 The Contractor shall immediately report to ASES the identity of any Provider or other person who is debarred, suspended, or otherwise prohibited from participating in procurement activities. ASES shall promptly notify the Secretary of Health and Human Services of the noncompliance, as required by 42 CFR 438.610(d).

96. Section 14.1.1 shall be amended and replaced in its entirety as follows:

14.1.1 In accordance with 42 CFR Part 438, Subpart F, the Contractor shall establish an internal Grievance System under which Enrollees, or Providers acting on their behalf, may express dissatisfaction with the Contractor or challenge the denial of coverage of, or payment for, Covered Services.

97. Section 14.1.10 shall be amended and replaced in its entirety as follows:

14.1.10 The Contractor shall include information regarding the Grievance System in the Provider Guidelines and upon joining the Contractor's Network, all Providers and Subcontractors, as applicable shall receive training and education regarding the Contractor's Grievance System, which includes but is not limited to:

14.1.10.1 The Enrollee's right to file Complaints, Grievances and, Appeals and the requirements and timeframes for filing;

14.1.10.2 The Enrollee's right to file a Complaint, Grievance, or Appeal with the Patient Advocate Office;

14.1.10.3 The Enrollee's right to an Administrative Law Hearing, how to obtain an Administrative Law Hearing, and representation rules at an Administrative Law Hearing;

14.1.10.4 The availability of assistance in filing a Complaint, Grievance, or Appeal;

14.1.10.5 The toll-free numbers to file oral Complaints, Grievances, and Appeals,

14.1.10.6 The Enrollee's right to request continuation of Benefits during an Appeal, or an Administrative Law Hearing filing, and that if the Contractor's Adverse Benefit Determination is upheld in an Administrative Law Hearing, the Enrollee may be liable for the cost of any continued Benefits; and

14.1.10.7 Any Puerto Rico-determined Provider Appeal rights to challenge the failure of the Contractor to cover a service.

98. Section 14.1.14 shall be amended and replaced in its entirety as follows:

14.1.14 The Contractor shall ensure that the individuals who make decisions on Grievances and Appeals are individuals:

14.1.14.1 Who were not involved in any previous level of review or decision-making, or who were subordinates of any individual involved in a previous review or decision-making;

14.1.14.2 Who, if deciding any of the following, are Providers who have the appropriate clinical expertise, as determined by ASES, in treating the Enrollee's condition or disease if deciding any of the following:

14.1.14.2.1 An Appeal of a denial that is based on lack of Medical Necessity;

14.1.14.2.2 A Grievance regarding denial of expedited resolutions of Appeal; and

14.1.14.2.3 Any Grievance or Appeal that involves clinical issues; and

14.1.14.3 Who take into account all comments, documents, records and other information submitted by Enrollee without regard to whether such information was submitted or considered in the initial Adverse Benefit Determination.

99. Section 14.1.16 shall be amended and replaced in its entirety as follows:

14.1.16 The Contractor and Subcontractors, as applicable, shall have a system in place to collect, analyze, and integrate Data regarding Complaints, Grievances, and Appeals. At a minimum, the record must be accessible to ASES and available upon request to CMS and include the following information:

14.1.16.1 Date Complaint, Grievance, or Appeal was received,

14.1.16.2 Enrollee's name;

14.1.16.3 Enrollee's Medicaid ID number, if applicable,

14.1.16.4 Name of the individual filing the Complaint, Grievance, or Appeal on behalf of the Enrollee;

14.1.16.5 Date of acknowledgement that receipt of Grievance or Appeal was mailed to the Enrollee;

14.1.16.6 Summary of Complaint, Grievance, or Appeal;

14.1.16.7 Date of each review or review meeting and resolution at each level, if applicable;

14.1.16.8 Date Notice of Disposition or Notice of Adverse Benefit Determination was mailed to the Enrollee;

14.1.16.9 Corrective Action required; and

14.1.16.10 Date of resolution.

100. Section 14.2.3 shall be amended and replaced in its entirety as follows:

14.2.3 An Enrollee or Enrollee's Authorized Representative shall file a Complaint within fifteen (15) Calendar Days after the date of occurrence that initiated the Complaint. If the Enrollee or Enrollee's Authorized Representative attempts to file a Complaint beyond the fifteen (15) Calendar Days, the Contractor shall instruct the Enrollee or Enrollee's Authorized Representative to file a Grievance.

101. Section 14.2.5 shall be amended and replaced in its entirety as follows:

14.2.5 The Contractor shall resolve each Complaint within seventy-two (72) hours of the time the Contractor received the initial Complaint, whether orally or in writing. If the Complaint is not resolved within this timeframe, the Complaint shall be treated as a Grievance. The Contractor cannot require the Enrollee to file a separate Grievance before proceeding to Appeal.

102. Section 14.3.2 shall be amended and replaced in its entirety as follows:

14.3.2 An Enrollee may file a Grievance at any time.

103. Section 14.3.4 shall be amended and replaced in its entirety as follows:

14.3.4 The Contractor shall provide written notice of the disposition of the Grievance

as expeditiously as the Enrollee's health condition requires, but in any event, within ninety (90) Calendar Days from the day the Contractor receives the Grievance. If the Grievance originated from a Complaint that was not resolved within the seventy-two (72) hour timeframe set forth in Section 14.2.5, the time already spent by the Contractor to resolve the original Complaint must be deducted from this ninety (90) Calendar Day timeframe.

104. Section 14.3.6 shall be amended and replaced in its entirety as follows:

14.3.6 The Contractor may extend the timeframe to provide a written notice of disposition of a Grievance for up to fourteen (14) Calendar Days if the Enrollee requests the extension or the Contractor demonstrates (to the satisfaction of ASES, upon its request) that there is a need for additional information and how the delay is in the Enrollee's interest. If the Contractor extends the timeframe, it shall, for any extension not requested by the Enrollee:

14.3.6.1 Make reasonable efforts to provide Enrollee prompt oral notice of the delay;

14.3.6.2 Give the Enrollee written notice of the reason for the delay within two (2) Calendar Days; and

14.3.6.3 Inform the Enrollee of the right to file a Grievance if the Enrollee disagrees with the decision to extend the timeframe; and ,

105. Section 14.4.1 shall be amended and replaced in its entirety as follows:

14.4.1 Pursuant to 42 CFR 438.210(a), the Contractor shall provide written notice to the requesting Provider and the Enrollee of any decision by the Contractor to deny a Service Authorization Request, or to authorize a service in an amount, duration, or scope that is less than requested. The Contractor's notices shall meet the requirements of 42 CFR 438.404.

106. Immediately following Section 14.4.3.2, a new Section 14.4.3.3 shall be inserted stating as follows, and the remaining Section 14.4.3 shall be renumbered accordingly, including any references thereto:

14.3.3.3 The right of Enrollee to be provided, upon request and at no expense to Enrollee, reasonable access to and copies of all documents, records and other information relevant to the Adverse Benefit Determination.

107. Section 14.4.4.4 shall be amended and replaced in its entirety as follows:

14.4.4.4 If the Contractor extends the timeframe for the authorization decision and issuance of Notice of Adverse Benefit Determination according to Section 14.4.3, the Contractor shall give the Enrollee written notice of the reasons for

the decision to extend if he or she did not request the extension and the Enrollee's right to file a Grievance if he or she disagrees with that decision. The Contractor shall issue and carry out its determination as expeditiously as the Enrollee's health requires and no later than the date the extension expires.

108. Section 14.5.3 shall be amended and replaced in its entirety as follows:

14.5.3 The requirements of the Appeal process shall be binding for all types of Appeals, including expedited Appeals, unless otherwise established for expedited Appeals. Only one (1) level of Appeal is permitted before proceeding to an Administrative Law Hearing.

109. Section 14.5.7 shall be amended and replaced in its entirety as follows:

14.5.7 The Appeals process shall provide the Enrollee, the Enrollee's Authorized Representative, or the Provider acting on behalf of the Enrollee with the Enrollee's written consent, opportunity, before and during the Appeals process, to examine the Enrollee's case file, including Medical Records, and any other documents and records considered during the Appeals process and provide copies of documents contained therein without charge and sufficiently in advance of the resolution timeframe for the Appeal.

110. Section 14.5.9 shall be amended and replaced in its entirety as follows:

14.5.9 The Contractor shall resolve each standard Appeal and provide written notice of the disposition, as expeditiously as the Enrollee's health condition requires but no more than thirty (30) Calendar Days from the date the Contractor receives the Appeal.

111. Section 14.5.11 shall be amended and replaced in its entirety as follows:

14.5.11 The Contractor shall resolve each expedited Appeal and provide a written Notice of Disposition, as expeditiously as the Enrollee's health condition requires, but no longer than seventy-two (72) hours after the Contractor receives the Appeal and make reasonable efforts to provide oral notice.

112. Section 14.5.12 shall be amended and replaced in its entirety as follows:

14.5.12 If the Contractor denies an Enrollee's request for expedited review, it shall utilize the timeframe for standard Appeals specified herein and shall make reasonable efforts to give the Enrollee prompt oral notice of the denial, and follow-up within two (2) Calendar Days with a written notice. If the Enrollee disagrees with the decision to extend the prescribed timeframe, he or she shall be informed of the right to file a Grievance and the Grievance shall be resolved within twenty-four (24) hours. The Contractor shall also make reasonable efforts to provide oral notice for resolution of an expedited review of an Appeal.

113. Section 14.5.13 shall be amended and replaced in its entirety as follows:

14.5.13 The Contractor may extend the timeframe for standard or expedited resolution of the Appeal by up to fourteen (14) Calendar Days if the Enrollee, Enrollee's Authorized Representative, or the Provider acting on behalf of the Enrollee with the Enrollee's written consent, requests the extension or the Contractor demonstrates (to the satisfaction of ASES, upon its request) that there is need for additional information and how the delay is in the Enrollee's interest. If the Contractor extends the timeframe, it shall, for any extension not requested by the Enrollee:

14.5.13.1 Make reasonable efforts to provide Enrollee prompt oral notice of the delay;

14.5.13.2 Give the Enrollee written notice of the reason for the delay within two (2) Calendar Days;

14.5.13.3 Inform the Enrollee of the right to file a Grievance if the Enrollee disagrees with the decision to extend the timeframe; and

14.5.13.4 Resolve the Appeal as expeditiously as the Enrollee's health condition requires, and no later than the date the extension expires.

114. Section 14.5.15 shall be amended and replaced in its entirety as follows:

14.5.15 The written notice of Disposition shall be in a format and language that, at a minimum, meets applicable notification standards and shall include:

14.5.15.1 The results and date of the Appeal resolution; and

14.5.15.2 For decisions not wholly in the Enrollee's favor:

14.5.15.3 The right to request an Administrative Law Hearing;

14.5.15.4 How to request an Administrative Law Hearing;

14.5.15.5 The right to continue to receive Benefits pending an Administrative Law Hearing;

14.5.15.6 How to request the continuation of Benefits; and

14.5.15.7 Notification that if the Contractor's Adverse Benefit Determination is upheld in a hearing, the Enrollee may liable for the cost of any continued Benefits.

115. Section 14.6.1 shall be amended and replaced in its entirety as follows:

14.6.1 The Contractor is responsible for explaining the Enrollee's right to and the procedures for an Administrative Law Hearing, including that the Enrollee must exhaust the Contractor's Grievance, Complaints, and Appeals process before requesting an Administrative Law Hearing. However, if the Contractor fails to adhere to all notice and timing requirements set forth in 42 CFR 438.408, the Enrollee is deemed to have exhausted the Contractor's Appeals process and may proceed with initiating an Administrative Law Hearing.

116. Section 14.6.4 shall be amended and replaced in its entirety as follows:

14.6.4 ASES shall permit the Enrollee to request an Administrative Law Hearing within one hundred and twenty (120) Calendar Days of the Notice of Resolution of the Appeal.

117. Section 14.7.2 shall be amended and replaced in its entirety as follows:

14.7.2 The Contractor shall continue the Enrollee's Benefits if the Enrollee or the Enrollee's Authorized Representative files the Appeal within sixty (60) Calendar Days following the date on the Adverse Benefit Determination notice; the Appeal involves the termination, suspension, or reduction of a previously authorized course of treatment; the services were ordered by an authorized Provider; the period covered by the original authorization has not expired; and the Enrollee timely files for continuation of the Benefits.

118. Section 14.7.5 shall be amended and replaced in its entirety as follows:

14.7.5 If the Contractor or ASES reverses a decision to deny, limit, or delay services that were not furnished while the Appeal / Administrative Law Hearing was pending, the Contractor shall authorize or provide the disputed services promptly and as expeditiously as the Enrollee's health condition requires but no later than seventy-two (72) hours from the date the Contractor receives notice reversing the determination.

119. Section 16.4 shall be amended and replaced in its entirety as follows:

16.4 The Contractor shall not pay any Claim submitted by a Provider during the period of time when such Provider is excluded or suspended from the Medicare, Medicaid, CHIP or Title V Maternal and Child Health Services Block Grant programs for Fraud, Waste, or Abuse or otherwise included on the Department of Health and Human Services Office of the Inspector General exclusions list, or employs someone on this list, and when the Contractor knew, or had reason to know, of that exclusion, after a reasonable time period after reasonable notice has been furnished to the Contractor. The Contractor shall not pay any Claim submitted by a Provider that is on Payment Hold.

120. Section 16.6 shall be amended and replaced in its entirety as follows:

16.6 Network Providers may not receive payment other than by the Contractor for services covered under this Agreement, except when such payments are specifically required to be made by ASES under Title XIX of the Social Security Act, or its implementing regulations, or when ASES makes direct payments to Network Providers for graduate medical education costs approved under the Medicaid State Plan. The Contractor is prohibited from making payment on any amount expended for any item or service not covered under the Medicaid State Plan.

121. Section 16.13.2 shall be amended and replaced in its entirety as follows:

16.13.2 The Provider will have a period of sixty (60) Calendar Days to make the requested payment, to agree to Contractor retention of said payment, or to dispute the recovery action following the process described in Section 16.11.6.

122. Section 17.2.4.6 shall be amended and replaced in its entirety as follows:

17.2.4.6 Be maintained for ten (10) years in either live and/or archival systems. The duration of the retention period may be extended at the discretion of and as indicated to the Contractor by ASES as needed for ongoing audits or other purposes.

123. Section 17.3.3 shall be amended and replaced in its entirety as follows:

17.3.3 Each month the Contractor shall generate Encounter Data files from its Claims management system(s) and/or other sources. Such files must be submitted in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. The files will contain settled Claims and Claim adjustments and Encounter Data from Providers for the most recent month for which all such transactions were completed. The Contractor shall provide these files electronically to ASES and/or its Agent at a frequency and level of detail to be specified by CMS and ASES based on program administration, oversight, and program integrity needs, and in adherence to the procedure, content standards and format indicated in Attachment 9. The Contractor shall make changes or corrections to any systems, processes or Data transmission formats as needed to comply with Encounter Data quality standards as originally defined or subsequently amended.

124. Immediately following Section 17.3.5, a new Section 17.3.6 shall be inserted stating as follows:

17.3.6 Revisions to the Modified Adjusted Gross Income ("MAGI") are expected to

be implemented on July 1, 2017. To comply with MAGI requirements, Contractor must update its Information Systems in accordance with the procedures and timelines set forth in Attachment 9 and any other subsequent guidance issued by ASES.

125. Section 18.1.1 shall be amended and replaced in its entirety as follows:

18.1.1 ASES may, at its discretion, require the Contractor to submit additional reports or any other data, documentation or information relating to the performance of the Contractor's obligations both on an ad hoc and recurring basis as required by ASES or CMS. If ASES requests any revisions to the reports already submitted, the Contractor shall make the changes and re-submit the reports, according to the time period and format specified by ASES.

126. Immediately following Section 18.2.5.6, a new Section 18.2.5.7 shall be inserted stating as follows:

18.2.5.7 The Contractor shall submit a quarterly *Provider Preventable Conditions Report* describing any identified Provider preventable conditions as defined in Sections 7.1.1.1.1 and 7.1.1.1.2 of this Contract. The report shall include but not be limited to, a description of each identified instance of a provider preventable condition, the name of the applicable Provider, and a summary of corrective actions taken by the Contractor or Provider to address any underlying causes of the provider preventable condition.

127. Section 19.1.4.3.3 shall be amended and replaced in its entirety as follows:

19.1.4.3.3 The Contractor has taken actions that have caused substantial risk to Enrollees' health;

128. Section 19.4.1 shall be amended and replaced in its entirety as follows:

19.4.1 The Contractor has the right within fifteen (15) Calendar Days following receipt of the notice of imposition of intermediate sanctions to seek administrative review in writing of ASES's determination and any such intermediate sanctions, pursuant to Act 72 or under any other applicable law or regulation. This time period can be extended for an additional fifteen (15) days if the Contractor submits a written request that includes a credible explanation of why it needs additional time, the request is received by ASES before the end of the initial period, and ASES has determined that the Contractor's conduct does not pose a threat to an Enrollee's health or safety.

129. Section 19.4.5 shall be amended and replaced in its entirety as follows:

19.4.5 In addition to the actions described under Section 19.4.3, the examining officer may recommend the delivery and implementation of a Corrective Action Plan

with respect to Contractor's failure to comply with the terms of this Contract as set forth in ASES' notice of intermediate sanctions.

130. Section 19.5 shall be amended and replaced in its entirety as follows:

19.5 **Judicial Review** - To the extent administrative review is sought by the Contractor pursuant to Section 19.4, the Contractor has the right to seek judicial review of ASES's actions by the Puerto Rico Court of Appeals, San Juan Panel, within thirty (30) Calendar Days of the notice of final determination issued by ASES.

131. Section 22.1.2 shall be amended and replaced in its entirety as follows:

22.1.2 ASES will have the discretion to recoup payments made to the Contractor for ineligible Enrollees, including, but not limited to, the following:

22.1.2.1 Enrollees incorrectly enrolled with more than one Contractor;

22.1.2.2 Enrollees who die prior to the Enrollment month for which the payment was made;

22.1.2.3 Enrollees whom ASES later determines were not eligible for Medicaid during the Enrollment month for which payment was made.

22.1.2.4 Enrollees whom were not domiciled in Puerto Rico during the Enrollment month for which payment was made; or

22.1.2.5 Enrollees whom were incarcerated during the Enrollment month for which payment was made.

132. Section 22.1.5 shall be amended and replaced in its entirety as follows:

22.1.5 The PMPM Payment for Enrollees not enrolled for the full month shall be determined on a pro rata basis by dividing the monthly Capitation amount by the number of days in the month and multiplying the result by the number of days including and following the Effective Date of Enrollment or the number of days prior to and including the Effective Date of Disenrollment, as applicable. The Contractor is entitled to a PMPM Payment for each Enrollee as of the Effective Date of Enrollment, including the period referred to in Section 5.2.2. The Contractor is entitled to a PMPM Payment for each Enrollee up to the Effective Date of Disenrollment, including the period referred to in Section 5.3.

133. Section 22.1.17 shall be amended and replaced in its entirety as follows:

22.1.17 The profit of the Contractor and Subcontractors for each fiscal year of the

Contract Term 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 QIP quality metrics as established by ASES in Attachment 19. 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.

22.1.17.1 Excess Profit and any other incentive arrangements between ASES and the Contractor must comply the requirements set forth by CMS in 42 CFR §38.6(b)(2).

134. Section 22.1.18 shall be amended and replaced in its entirety as follows:

22.1.18 The Contractor shall initially determine its Excess Profit for each fiscal year and shall submit a sworn certification annually to attest to the truth and accuracy of its Excess Profit and the assumptions on which it is calculated to ASES. After receipt of the Contractor's sworn certification, ASES will audit the Contractor's Excess Profit based on the Contractor's sworn certification and 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 entire fiscal year (total aggregated earned premium for all Service Regions). ASES will audit the Excess Profit certified by the Contractor 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 forty-five (45) 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.

135. Immediately following Section 22.1.18, a new Section 22.1.19 shall be inserted stating as follows, and the remaining Section 22.1 shall be renumbered accordingly, including any references thereto:

22.1.19 The Contractor shall include in its calculation of Excess Profit, as reported under this Section 22.1, all of the profit of its partially- or wholly-owned subsidiaries or Affiliates realized from services rendered in relation to this contract (the "Affiliated Profit"), unless the Contractor demonstrates and ASES

agrees that the Affiliated Profit did not result from preferential contractual terms included in the Contractor's contracts or arrangements with its partially- or wholly-owned subsidiaries and Affiliates.

22.1.19.1 Preferential contractual terms are those that result in a cost or expense that exceeds fair market value, or those that exceed any other terms for the provisioning of same or similar goods and services as would be agreed to by a reasonable person under the same or similar circumstances prevailing at the time the decision was made for that same or similar good or service. In determining whether preferential contract terms exist, consideration must be given to factors including "sound business practices," "arm's-length bargaining" and "market prices for comparable goods and services for the geographical area." Contractual terms shall also be deemed preferential if the Contractor's partially- or wholly-owned subsidiaries or Affiliates charge the Contractor a higher price for the same or similar goods or services than the lowest price charged by the Contractor's partially- or wholly-owned subsidiaries or Affiliates to any and all other clients.

22.1.19.2 Notwithstanding the above, if a Contractor's subsidiary or Affiliate charges the Contractor for goods or services provided under or associated with the GHP program, and such charges exceed 60% of the total revenue of the subsidiary or Affiliate, such charges must be at cost. If such charges are not at cost, any excess amounts above cost must be included in the calculation of the Contractor's Excess Profit.

22.1.19.3 Contractor shall report to ASES's Office of Finance all related-party transactions within thirty (30) Calendar Days and provide a copy of the contract for each transaction detailing the amounts paid or to be paid, charged or transferred and goods or services to be provided under the contract. A certification under penalty from criminal perjury from the Contractor's President, Vice-President, Chief Financial Officer, or Treasurer specifying what are the "at cost" and/or "fair market value" amounts of the contract, as applicable, shall be included with each submission

136. Original Section 22.1.18, renumbered by this Amendment as 22.1.20, shall be amended and replaced in its entirety as follows:

22.1.20 To comply with 42 CFR 438.608(d) and 433.312, the Contractor shall, consistent with the procedures set forth in Attachment 23, refund (i) the share of the Overpayment due to ASES within eleven (11) months of the discovery and (ii) the share of an Overpayment due to ASES within fifteen (15) Calendar Days from a final judgment on a Fraud, Waste, or Abuse Action. The Contractor must also require and have a mechanism for a Provider to report to the Contractor when it has received an Overpayment, to return that

Overpayment to the Contractor with a written reason for the Overpayment within sixty (60) Calendar Days after the date on which the Overpayment was identified. The Contractor shall report annually to ASES on their recoveries of all Overpayments.

137. Immediately following Section 22.1, a new Section 22.2 shall be inserted stating as follows, and the remaining Article 22 shall be renumbered accordingly, including any references thereto:

22.2 **Medical Loss Ratio**

22.2.1 The Contractor shall report a Medical Loss Ratio and related data, including the data on the basis of which ASES will determine the compliance of the Contractor with the Medical Loss Ratio Requirement, as required under 42 CFR 438.8(k) for each rating period. Such reporting shall be provided to ASES no later than March 31st of the following year.

22.2.2 The Contractor shall calculate its Medical Loss Ratio and related data based on the methodology set forth in 42 CFR 438.8 and any other instructions issued by CMS or ASES. Effective July 1, 2017, the Contractor is expected to achieve a target medical loss ratio standard, as calculated under 42 CFR 438.8, of at least ninety-one percent (91%) for the contract year.

22.2.3 The calculation of administrative expenses for the purposes of determining the Medical Loss Ratio in accordance with 42 CFR 438.8 shall not be affected by the methodology used to calculate Excess Profit as set forth in Sections 22.1.18 and 22.1.19.

138. Original Section 22.3.1, renumbered by this Amendment as 22.4.1, shall be amended and replaced in its entirety as follows:

22.4.1 ASES shall maintain a Retention Fund of the PMPM Payment each month as part of the Quality Incentive Program described in Section 12.5 according to the following table:

Retention Fund Percentage (RFP) Breakdown Baseline FY 2016				
Time Period (Incurred service from Contract Term)	Retention Fund Percentage	Performance Measures	Preventive Clinical Programs	Emergency Room Use Indicators
7/1/2017 through 9/30/2017	2% of PMPM	40% of RFP	30% of RFP	30% of RFP
10/31/2017 through 12/31/2017	2% of PMPM	40% of RFP	30% of RFP	30% of RFP
1/31/2018 through 3/30/2018	2% of PMPM	40% of RFP	30% of RFP	30% of RFP
4/30/2018 through 6/30/2018	2% of PMPM	40% of RFP	30% of RFP	30% of RFP

139. Original Section 22.3.2.1, renumbered by this Amendment as 22.4.2.1, shall be amended and replaced in its entirety as follows:

22.4.2.1 The Contractor shall submit a quarterly report no later than ninety (90) Calendar Days after the end of each quarter regarding each of the performance indicators to be evaluated, as determined by ASES (from those listed in Section 12.5).

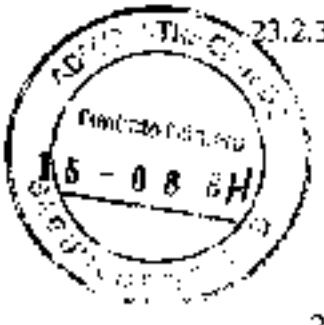
140. Immediately following Original Section 22.3.2.3, renumbered by this Amendment as 22.4.2.3, a new Section 22.4.3 shall be inserted stating as follows:

22.4.3 The Quality Incentive Program and any other withhold incentive arrangements between ASES and the Contractor must comply the requirements set forth by CMS in 42 CFR 438.6(h)(3).

141. Section 23.1.4 shall be amended and replaced in its entirety as follows:

23.1.4 The Contractor shall provide to ASES a copy of its Annual Report required to be filed with the Puerto Rico Office of the Insurance Commissioner (OIC Report), as applicable, in the format agreed upon by the National Association of Insurance Commissioners (NAIC), for the year ended on December 31, 2014, and subsequently thereafter, during the Contract Term and any renewals, not later than March 31 of each year. The Contractor shall submit to ASES a reconciliation of the OIC Report with its annual audited financial statements filed pursuant to Section 23.1.3 and Section 18.2.9.8.

142. Section 23.2.3 shall be amended and replaced in its entirety as follows:



23.2.3 The Contractor shall provide assurances to ASES that its provision against the risk of insolvency is adequate, in compliance with the Federal standards set forth in 42 CFR 438.116, and shall submit data on the basis of which ASES will determine that the Contractor has made adequate provision against the risk of insolvency. In particular, the Contractor shall, according to the timeframe specified in Attachment 12 to this Contract, furnish documentation, certified by a Certified Public Accountant, of:

23.2.3.1 The relationship between PMPM Payments and capital, with the optimal relationship being 10-1, in order to prove capacity to assume risk;

23.2.3.2 A debt level of less than seventy-five percent (75%).and

23.2.3.3 Relationship of current assets to total liabilities shall be, at least, 80%.

143. Section 23.3.3 shall be amended and replaced in its entirety as follows:

23.3.3 The Contractor shall establish a stop-loss limit amount that is in compliance

with the limits specified in 42 CFR 422.208(f). The limit shall be activated when the expense of providing Covered Services to an Enrollee, including all outpatient and inpatient expenses, reaches this sum. The Contractor shall have mechanisms in place to identify the stop loss once it is reached for an Enrollee, and shall establish monthly reports to inform PMGs of Enrollees who have reached the stop loss limit. The Contractor shall assume all losses exceeding the limit.

144. Section 23.6.1 shall be amended and replaced in its entirety as follows:

23.6.1 Any Physician Incentive Plans established by the Contractor shall comply with Federal and Puerto Rico regulations, including 42 CFR 422.208 and 422.210, and 42 CFR 438.3(i), and with the requirements in Section 10.7 of this Contract.

145. Section 23.7.4.1 shall be amended and replaced in its entirety as follows:

23.7.4.1 Definition of A Party in Interest – As defined in Section 1318(b) of the Public Health Service Act, a party in interest is:

23.7.4.1.1 (i) Any director, officer, partner, or employee responsible for management or administration of the Contractor; (ii) any person or legal entity that is directly or indirectly the beneficial owner of more than five percent (5%) of the equity of the Contractor; (iii) any person or legal entity that is the beneficial owner of a mortgage, deed of trust, note, or other interest secured by, and valuing more than five percent (5%) of the Contractor; or, (iv) in the case of a Contractor organized as a nonprofit corporation, an incorporator or enrollee of such corporation under applicable Commonwealth corporation law;

23.7.4.1.2 Any organization in which a person or a legal entity described in Section 23.7.4.1.1 is director, officer or partner; has directly or indirectly a beneficial interest of more than five percent (5%) of the equity of the Contractor; or has a mortgage, deed of trust, note, or other interest valuing more than five percent (5%) of the assets of the Contractor;

23.7.4.1.3 Any person directly or indirectly controlling, controlled by, or under common control with the Contractor; or

23.7.4.1.4 Any spouse, child, or parent of an individual described in Sections 23.7.4.1.1-23.7.4.1.3.

146. Section 23.7.4.4 shall be amended and replaced in its entirety as follows:

23.7.4.4 As per 42 CFR 455.105 the Contractor, within thirty-five (35) Calendar Days of the date of request by the HHS Secretary, ASES or the Commonwealth Medicaid agency, and on an annual basis to ASES and the Commonwealth

Medicaid agency, shall report full and complete information about:

23.7.4.4.1 The ownership of any subcontractor with whom the provider has had business transactions totaling more than $25,000 during the 12-month period ending on the day of the request; and

23.7.4.4.2 Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the five (5)-year period ending on the date of the request.

147. Immediately following Section 23.7.4.4.2, a new Section 23.7.4.5 shall be inserted stating as follows:

23.7.4.5 Disclosures of Information on Annual Business Transactions or other reports of transactions between the Contractor and parties in interest provided to ASES or other agencies must be made available to Enrollees upon reasonable request.

148. Section 29.1 shall be amended and replaced in its entirety 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 458, as amended, and Act 84 of 2002

149. Section 30.1.4 shall be amended and replaced in its entirety as follows:

30.1.4 All contracts between the Contractor and Subcontractors must be in writing, must comply with all applicable Medicaid laws and regulations, including subregulatory guidance and provisions set forth in this Agreement, as applicable, and must specify the activities and responsibilities delegated to the Subcontractor containing terms and conditions consistent with this Contract. The contracts must also include provisions for revoking delegation or imposing other sanctions if the Subcontractor's performance is inadequate. The Contractor and the Subcontractors must also make reference to a business associates agreement between the Parties.

150. Section 30.1.8 shall be amended and replaced in its entirety as follows:

30.1.8 ASES shall have the right to review all financial or business transactions between the Contractor and a Subcontractor at any time upon request. ASES, CMS, or Office of Inspector General may inspect, evaluate and audit the

Subcontractor at any time if ASES, CMS or Office of Inspector General determines there is a reasonable possibility of fraud or similar risk. ASES shall also retain the right to review all criminal background checks for all employees of the Subcontractor, as referenced in Article 29, as well as any past exclusions from Federal programs.

151. Immediately following Section 30.1.11, a new Section 30.1.12 shall be inserted stating as follows, and the remaining Article 30.1 shall be renumbered accordingly, including any references thereto:

30.1.12 Pursuant to the requirements of 42 CFR 438.230(c)(3)(i) and 42 CFR 438.3(k), ASES, CMS, the Office of Inspector General, the Comptroller General, and their respective designees shall have the right at any time to inspect, evaluate, and audit any books, records, contractors, computer or other electronic systems of the Subcontractor, or of the Subcontractor's contractor, that pertain to any aspect of services and activities performed or determination of amounts payable under this Agreement.

152. Original Section 30.1.12, renumbered by this Amendment as 30.1.13, shall be amended and replaced in its entirety as follows:

30.1.13 All Subcontractors must fulfill the requirements of 42 CFR 438.3, 438.6 and 438.230 as appropriate. Subcontractors shall also retain, as applicable, enrollee grievance and appeal records as per 42 CFR 438.416, base data for setting actuarially sound capitation rates as per 42 CFR 438.5(c), Medical Loss Ratio reports as per 42 CFR 438.8(k), and the data, information and documentation specified in 42 CFR 438.604, 438.606, 438.608, and 610 for a period of no less than ten (10) years, as set forth in Section 33.1.1.

153. Original Section 30.1.12 shall be deleted in its entirety, including any references thereto.

154. Section 30.2.1 shall be amended and replaced in its entirety as follows:

30.2.1 The Contractor shall submit to ASES, and shall require any Subcontractors hereunder to submit to ASES, cost or pricing Data for any subcontract to this Contract prior to award. The Contractor shall also certify that the information submitted by the Subcontractor is, to the best of the Contractor's knowledge and belief, accurate, complete and current as of the date of agreement, or the date of the negotiated price of the Subcontract or amendment to the Contract. The Contractor shall insert the substance of this Section in each Subcontract hereunder.

155. Section 33.1.1 shall be amended and replaced in its entirety as follows:

33.1.1 The Contractor and its Subcontractors, if any, shall preserve and make available

all of its records pertaining to the performance under this Contract for inspection or audit, as provided below, throughout the Contract Term, for a period of ten (10) years from the date of final payment under this Contract, and for such period, if any, as is required by applicable statute or by any other section of this Contract. If the Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for period of ten (10) years from the Termination Date of the Contract or of any resulting final settlement. The Contractor is responsible to preserve all records pertaining to its performance under this Contract, and to have them available and accessible in a timely manner, and in a reasonable format that assures their integrity. Records that relate to Appeals, litigation, or the settlements of Claims arising out of the performance of this Contract, or costs and expenses of any such agreements as to which exception has been taken by the Contractor or any of its duly Authorized Representatives, shall be retained by Contractor until such Appeals, litigation, Claims or exceptions have been disposed of.

156. Section 33.2.3 shall be amended and replaced in its entirety as follows:

33.2.3 Pursuant to the requirements of 42 CFR 434.6(a)(5) and 42 CFR 434.38, ASES, CMS, the Office of Inspector General, the Comptroller General, and their respective designees shall have the right at any time to inspect, evaluate, and audit any pertinent records or documents of the Contractor and Subcontractors, and may inspect the premises, physical facilities, equipment, computers or other electronic systems where activities or work related to the GHP program is conducted. The right to audit exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later. Any records requested hereunder shall be produced immediately for on-site review or sent to the requesting authority by mail within fourteen (14) Calendar Days following a request. All records shall be provided at the sole cost and expense of the Contractor. ASES shall have unlimited rights to use, disclose, and duplicate all Information and Data in any way relating to this Contract in accordance with applicable Puerto Rico and Federal laws and regulations.

157. Immediately following Section 38.2.2, a new Section 38.2.3 shall be inserted stating as follows, and the remaining Article 38 shall be renumbered accordingly, including any references thereto:

38.2.3 At the request of either party, ASES will evaluate any enacted Federal, state or local legislative or regulatory changes with applicability to the GHP program that materially impact the PMPM Payment. If after a process of actuarial evaluation, using credible data, ASES determines that the enacted legislative and/or regulatory changes materially impact the PMPM Payment, ASES will adjust the PMPM rates for the East and Southwest Service Regions to reflect the above-referenced changes after the adjusted rates are approved by CMS. Any revisions to the PMPM Payments under this Section would be applicable

only from January 1, 2018 until June 30, 2018, or from the effective date of any new law or regulation, whichever is later. "Materially impact" shall mean that a recalculation of current PMPM Payments is required in order to remain actuarially sound.

158. Section 40.1 shall be amended and replaced in its entirety as follows:

40.1 This Contract shall be governed in all respects by the laws of Puerto Rico. Any lawsuit or other action brought against ASES or the Commonwealth based upon or arising from this Contract shall be brought in a court of competent jurisdiction in Puerto Rico.

159. Section 54.1 shall be amended and replaced in its entirety as follows:

54.1 The Contractor and Subcontractors shall disclose, and ASES shall review, financial statements for each person or corporation with an ownership or control interest of five percent (5%) or more of its entity. For the purposes of this Section, a person or corporation with an ownership or control interest shall mean a person or corporation:

54.1.1 That owns directly or indirectly five percent (5%) or more of the Contractor's/Subcontractor's capital or stock or received five percent (5%) or more of its profits;

54.1.2 That has an interest in any mortgage, deed of trust, note, or other obligation secured in whole or in part by the Contractor/Subcontractor or by its property or assets, and that interest is equal to or exceeds five percent (5%) of the total property and assets of the Contractor/Subcontractor; and

54.1.3 That is an officer or director of the Contractor/Subcontractor (if it is organized as a corporation) or is a partner in the Contractor's/ Subcontractor's organization (if it is organized as a partnership).

160. Section 55.2 shall be amended and replaced in its entirety as follows:

55.2 ASES reserves the authority to seek an amendment to this Contract at any time if such an amendment is necessary in order for the terms of this Contract to comply with Federal law, the laws of Puerto Rico or the Government of Puerto Rico Fiscal Plan as certified by the Financial Oversight and Management Board for Puerto Rico pursuant to the Puerto Rico Oversight, Management and Economic Stability Act of 2016. The Contractor shall consent to any such amendment.

161. The following amended attachments, copies of which are included, are substituted in this Agreement as follows:

a. ATTACHMENT 5: FORMULARY OF MEDICATIONS COVERED AND LIST OF MEDICATIONS BY EXCEPTION

b. ATTACHMENT 8: COST-SHARING

c. ATTACHMENT 9: ENROLLMENT MANUAL

d. ATTACHMENT 11: PER MEMBER PER MONTH PAYMENTS

e. ATTACHMENT 19: QUALITY INCENTIVE PROGRAM MANUAL

III. RATIFICATION

All other terms and provisions of the original Contract, as amended by Contracts Number 2015-000086A, 2015-000086B, 2015-000086C, 2015-000086D, 2015-000086E, 2015-000086F, 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.

IV. 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.

V. 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 retroactively July 1, 2017.

VI. 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 Seventh Amendment to the Contract hereby ratify all of the terms and conditions of the Contract, as amended by Contracts Number 2015-000086A, 2015-000086B, 2015-000086C, 2015-000086D, 2015-000086E, 2015-000086F, 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.

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)

12/19/2017

Ms. Angela M. Avila Marrero, Executive Director — Date
EIN: **66-0500678**

MOLINA HEALTHCARE OF PUERTO RICO, INC.

12/19/2017

Mr. Carlos Carrero, President — Date
EIN: **66-0817946**

Account No.: 252-000-5020-5015