



CONTRACT NUMBER: 2019-000049N

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

and

FIRST MEDICAL HEALTH PLAN, INC.

to

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

THIS AMENDMENT TO THE CONTRACT BETWEEN ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO (ASES) AND FIRST MEDICAL HEALTH PLAN, INC., FOR THE PROVISION OF PHYSICAL AND BEHAVIORAL HEALTH SERVICES UNDER THE GOVERNMENT HEALTH PLAN (the "Amendment") is by and between **First Medical Health Plan, Inc.** ("the Contractor"), a managed care organization duly organized and authorized to do business under the laws of the Commonwealth of Puerto Rico, represented by its Administrative Vice President, José A. Pagán Torres, of legal age, single, resident of Cidra, Puerto Rico, and the **Puerto Rico Health Insurance Administration** (Administración de Seguros de Salud de Puerto Rico, hereinafter referred to as "**ASES**" or "**the Administration**"), a public corporation of the Commonwealth of Puerto Rico, represented by its Executive Director, Jorge E. Galva Rodríguez, JD, MHA, of legal age, married and resident of Vega Alta, Puerto Rico.

WHEREAS, the Contractor and ASES executed a Contract for the provision of Physical Health and Behavioral Health Services under the Government Health Plan for the Commonwealth of Puerto Rico, on September 21, 2018, (hereinafter referred to as the "Contract");

WHEREAS, the Contract provides, pursuant to Article 55, that the Parties may amend such Contract by mutual written consent;

WHEREAS, all provisions of the Contract will remain in full force and effect as described therein, except as otherwise provided in this Amendment.

NOW, THEREFORE, and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to clarify and/or amend the Contract as follows:

I. AMENDMENTS

1. **Immediately following Section 1.2.1.9, a new Section 1.2.2 shall be inserted stating as follows:**

1.2.2 Should any part of the scope of work under this Contract relate to a state program that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), the Contractor must do no work on that part after the effective date of the loss of program authority. ASES must adjust capitation rates to remove costs that are specific to any program or activity that is no longer authorized by law. If the Contractor works on a program or activity no longer authorized by law after the date the legal authority for the work ends, the Contractor will not be paid for that work. If ASES paid the Contractor in

advance to work on a no-longer-authorized program or activity and under the terms of this Contract the work was to be performed after the date the legal authority ended, the payment for that work should be returned to ASES. However, if the Contractor worked on a program or activity prior to the date legal authority ended for that program or activity, and ASES included the cost of performing that work in its payments to Contractor, the Contractor may keep the payment for that work even if the payment was made after the date the program or activity lost legal authority.

2. **Attachment 31, as attached herein, shall be incorporated into the Contract and its addition reflected in the Table of Contents to the Contract accordingly in order to reflect new provisions regarding the temporary expansion of Medicaid coverage eligibility according to revisions to the poverty level, for Emergency Medical Group Enrollees, as defined in Attachment 31.**

3. **Immediately following Section 22.1.1.2, a new Section 22.1.1.3 shall be inserted stating as follows:**

22.1.1.3 ASES and the Contractor will agree on actuarially sound applicable rates for the Emergency Medical Group beneficiaries, according to epidemiological considerations and/or morbidity risk factors, as a result of the Medicaid temporary expansion of eligibility and coverage, as set forth in Attachment 31 to this Contract. ASES will work with the Contractor to establish the appropriate adjustment to PMPM Payments due to the Contractor for any impacted Enrollee with retroactive coverage as per Section 5.1.3.1 of the Contract.



All other terms and provisions of the original Contract, as amended by Contracts Number 2019-000049 A, B, C, D, E, F, G, H, I, J, K, L, and M of any and all documents incorporated by reference therein, not specifically deleted or modified herein shall remain in full force and effect. The Parties hereby affirm their respective undertakings and representations as set forth therein, as of the date thereof. Capitalized terms used in this Amendment, if any, shall have the same meaning assigned to such terms in the Contract.

III. EFFECT; CMS and FOMB APPROVAL

The Parties agree and acknowledge that this Amendment, including any attachments, is subject to approval by the United States Department of Health and Human Services Centers for Medicare and Medicaid Services ("**CMS**") and the Financial Oversight and Management Board for Puerto Rico ("**FOMB**"), and that ASES shall submit this Amendment for CMS and FOMB approval. Once approvals are granted, ASES shall promptly notify the Contractor in writing. CMS and FOMB approvals, as well as ASES's written communication to the Contractor, shall be incorporated and made a part of the Contract between the Parties.

IV. AMENDMENT EFFECTIVE DATE

Contingent upon approval of CMS, and unless a provision in this Amendment specifically indicates a different effective date, for purposes of the provisions contained herein, this Amendment shall become effective November 15, 2020.

V. ENTIRE AGREEMENT

This Amendment constitutes the entire understanding and agreement of the Parties with regards to the subject matter hereof, and the Parties by their execution and delivery of this Amendment to the Contract hereby ratify all of the terms and conditions of the Contract Number 2019-000049 including amendments A, B, C, D, E, F, G, H, I, J, K, L, M and this Amendment N.

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

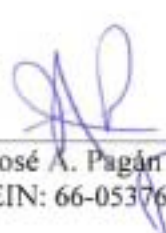
ACKNOWLEDGED BY THE PARTIES by their duly authorized representatives on this 17 day of December 2020.

ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO (ASES)


Name: Jorge E. Galva Rodriguez, JD, MHA
EIN: 66-05000678

12/17/20
Date

FIRST MEDICAL HEALTH PLAN, INC.


José A. Pagán Torres, Administrative Vice-President
EIN: 66-0530624

12/17/20
Date

Account No. 256-5325 to 5330



ATTACHMENT 31

ENROLLEES QUALIFIED FOR THE GOVERNMENT HEALTH PLAN UNDER TEMPORARY EXPANSIONS OF MEDICAID COVERAGE ELIGIBILITY

1. DEFINITIONS

1.1 "Emergency Medical Group ("EMG")

A category of Enrollees qualified for GHP under a temporary expansion of Medicaid coverage eligibility requirements during the COVID-19 pandemic.

1.2 Emergency Medical Group Enrollees

From November 15, 2020 to September 30, 2021, Potential Enrollees who qualify for the Emergency Medical Group ("EMG") are eligible to participate under the Medicaid and CHIP programs under the GHP. During this time, EMG Enrollees shall receive the same benefits as the eligible populations as defined in Section 1.3.1.

2. ELIGIBILITY

- 2.1 EMG potential enrollees shall comply with eligibility requirements as set forth by the Medicaid Program for the establishment of the poverty level for eligibility certification. EMG enrollees may be considered Medicaid, CHIP or State Population according to Medicaid Program's eligibility certification.

3. ENROLLMENT

3.1 Effective Date of Enrollment for EMG.

The effective Date of Enrollment for all Emergency Medical Group Enrollees shall begin no earlier than November 15, 2020. All other Enrollment processes and procedures under Section 5.2 of this Contract shall apply, including those applicable provisions governing notification to Enrollees and Providers on Enrollment and changes in Enrollment status.

3.2 Disenrollment.

EMG Enrollees shall have a Term of Enrollment that expires on September 30, 2021. Upon expiration of this term, EMG Enrollees shall undergo the same Disenrollment procedures set forth under Section 5.3 as applicable to Enrollees who are no longer eligible for the GHP.

4. ATTACHMENT APPLICABILITY

This attachment supplements, and, where indicated, supersedes the requirements contained in Articles 1-61 of this Contract. The Contractor is required to follow all provisions pursuant to Articles 1-61 of this Contract unless otherwise stated in this attachment. Hence, all the terms and conditions of this Contract and its Attachments remain in full force and effect.

