



CONTRACT NUMBER: 2019-000053U

AMENDMENT TO THE CONTRACT BETWEEN  
ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO (ASES)  
and  
PLAN DE SALUD MENONITA, 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 PLAN DE SALUD MENONITA, INC., FOR THE PROVISION OF PHYSICAL AND BEHAVIORAL HEALTH SERVICES UNDER THE GOVERNMENT HEALTH PLAN (the "Amendment") is by and between Plan De Salud Menonita, Inc. ("the Contractor"), a managed care organization duly organized and authorized to do business under the laws of the Government of Puerto Rico, represented by its Administrator, Pablo Almodóvar Scalley, of legal age, married, resident of Guaynabo, 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, Edna Y. Marín Ramos, MA, of legal age, single and resident of Guaynabo, 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. Section 21.1 shall be amended and replaced in its entirety as follows:

- 21.1 Subject to and upon the terms and conditions herein, this Contract shall be in full force and effect on November 1, 2018 and shall terminate on December 31, 2022. The Contractor shall begin providing Covered Services to Enrollees on November 1, 2018, which shall be deemed to be the Implementation Date of the Contract. The foregoing notwithstanding, ASES, subject to Article 35 reserves the right, prior written notice of ninety (90) Calendar Days, to amend or partially terminate the Contract at any time to implement a demonstrative plan to incorporate the new public health policies and/or strategies of the Government. Upon written notice of amendment or partial termination of this Contract pursuant to this Article 21, ASES will evaluate in good faith a renegotiation of PMPM Payments payable under this Contract.

2. **Section 21.2 shall be amended and replaced in its entirety as follows:**

21.2 The Contract Term shall begin at 12:01 a.m., Puerto Rico Time, Effective Date of the Contract and shall continue until 11:59 p.m., Puerto Rico time, on December 31, 2022.

3. **Section 21.4 shall be amended and replaced in its entirety as follows, and for clarity, Section 21.4.1 shall be deleted in its entirety:**

21.4 The PMPM Payments shall be negotiated for every rating period covered by the Contract (namely from November 1, 2018 to October 31, 2019, November 1, 2019 to June 30, 2020, July 1, 2020 to September 30, 2021, October 1, 2021 to September 30, 2022, and October 1, 2022 to December 31, 2022). Any increase in the PMPM Payment shall be subject to ASES's determination that the proposed new amount is actuarially sound.

The rates applicable for the October 1, 2022 to December 31, 2022 period shall consider trends from the current actuarial data, as well as adjustments to reflect emerging experience for both medical and pharmacy experience.

4. **The following amended attachments, copies of which are included, are substituted in this Contract as follows:**

ATTACHMENT 11: PER MEMBER PER MONTH PAYMENTS  
ATTACHMENT 19: HEALTH CARE IMPROVEMENT PROGRAM (HCIP) MANUAL  
ATTACHMENT 31: ENROLLEES QUALIFIED FOR THE GOVERNMENT HEALTH PLAN UNDER TEMPORARY EXPANSIONS OF MEDICAID COVERAGE ELIGIBILITY  
ATTACHMENT 32: ENROLLEES QUALIFIED FOR THE GOVERNMENT HEALTH PLAN UNDER LAWFUL CUSTODY OF THE PUERTO RICO DEPARTMENT OF CORRECTIONS AND REHABILITATION

## II. RATIFICATION

All other terms and provisions of the original Contract, as amended by Contracts Number 2019-000053A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T 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.

## 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



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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.

The Contractor represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy or falseness in such Certification will render the contract null and void and the Contractor will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

#### 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 October 1, 2022.

#### 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 2019-000053, including amendments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T and this Amendment U.

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 30 day of September, 2022.

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



Name: Edna Y. Marin Ramos, MA  
EIN: 66-05000678

9/30/22.

Date

#### PLAN DE SALUD MENONITA, INC.



Name: Pablo Almodovar Scalley  
EIN: 66-0636242

9/30/22

Date

Account No. 256-5325 to 5330

