



CONTRACT NUMBER: 2019-000052T

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

and

TRIPLE- S SALUD, 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 TRIPLE-S SALUD, INC., FOR THE PROVISION OF PHYSICAL AND BEHAVIORAL HEALTH SERVICES UNDER THE GOVERNMENT HEALTH PLAN (the "Amendment") is by and between Triple-S Salud, 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 President, Juan Ricardo Serrano Carney, of legal age, married, resident of Carolina, 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. Marin 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 10.8.4 shall be amended and replaced in its entirety as follows:

10.8.4 Contractor shall disclose to PMGs on a timely basis and no later than one hundred and twenty (120) days after the close of the preceding fiscal year any updated information regarding PMG's financial and operational performance, quality indicators, and payment reconciliation and adjustments. Contractor shall also disclose any such information in strict compliance with any corresponding terms that may be set forth in its Provider Contracts with PMGs or PMG Providers, including but not limited to, as applicable, risk sharing estimates and projected retrospective and prospective payment adjustments. The Contractor shall abide to the Provider Dispute Resolution System as required in the Contract.

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2. **Supplemental document for Attachment 11-A**, copy of which is included, to clarify Minimum Fee for Maxillofacial Surgeon.

II. RATIFICATION

All other terms and provisions of the original Contract, as amended by Contracts Number 2019-000052A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S 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 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, 2021.

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 2019-000052, including amendments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S and this Amendment T.

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 14 day of July, 2022.

ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO (ASES)



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

7/14/22
Date

TRIPLE-S SALUD, INC.



Name: Juan R. Serrano Carney
EIN: 66-0555677

7/14/22
Date

Account No. 256-5325 to 5330



CAVEATS AND LIMITATIONS OF USE

In preparation of our analysis, we relied upon the accuracy of data or information provided to us. We have not audited this information, although we have reviewed it for reasonableness. If the underlying data or information is Milliman has developed certain models to estimate the values included in this report. The intent of the models was to estimate dental reimbursement rates. We have reviewed the models, including their inputs, calculations, and outputs for consistency, reasonableness, and appropriateness to the intended purpose and in compliance with Differences between projected reimbursement rates/utilization and actual experience will depend on the extent that future experience conforms to the assumptions made for this analysis. It is certain that actual experience will not conform exactly to the assumptions used. Actual amounts will differ from projected amounts to the extent that This information is intended for the use of ASES. It should not be provided to other parties without our written consent or as otherwise noted. Milliman makes no warranties or representations regarding the contents of this letter to third parties. Likewise, third parties are instructed to place no reliance upon this information prepared for Guidelines issued by the American Academy of Actuaries require actuaries to include their professional qualifications in all actuarial communications. The author of this communication is a member of the American Academy of Actuaries, and meets the qualification standards for performing this analysis. The terms of Milliman's



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Description	Type	Minimum Fee	Minimum Fee - Maxillofacial Surgeon Specialist
tion - established patient	I-Oral Evaluations	\$15.42	\$15.42
on - problem focused	I-Oral Evaluations	\$20.78	\$20.78
evaluation - new or established patient	I-Oral Evaluations	\$24.41	\$24.41
ive oral evaluation - problem focused, by report	I-Oral Evaluations	\$40.03	\$40.03
series of radiographic images	I-X-Rays	\$49.76	\$49.76
first radiographic image	I-X-Rays	\$8.60	\$8.60
each additional radiographic image	I-X-Rays	\$8.68	\$8.68
lographic image	I-X-Rays	\$8.62	\$8.62
ographic images	I-X-Rays	\$15.01	\$15.01
thic image	I-X-Rays	\$30.86	\$30.86
	I-Prophylaxis	\$27.85	\$27.85
	I-Prophylaxis	\$20.00	\$20.00
if fluoride varnish	I-Fluoride	\$14.91	\$14.91
if fluoride - excluding varnish	I-Fluoride	\$14.83	\$14.83
	I-Sealants	\$16.31	\$16.31
ice, primary or permanent	II-Restorations	\$39.67	\$39.67
ices, primary or permanent	II-Restorations	\$48.78	\$48.78
faces, primary or permanent	II-Restorations	\$58.35	\$58.35
ore surfaces, primary or permanent	II-Restorations	\$68.90	\$68.90
site - one surface, anterior	II-Restorations	\$44.22	\$44.22
site - two surfaces, anterior	II-Restorations	\$54.26	\$54.26
site - three surfaces, anterior	II-Restorations	\$65.00	\$65.00
site - four or more surfaces or involving incisal angle (anterior)	II-Restorations	\$78.29	\$78.29
site - one surface, posterior	II-Restorations	\$48.18	\$48.18
ss steel crown - primary tooth	III-Inlays/Onlays/Crowns	\$62.83	\$62.83
n	II-Restorations	\$31.25	\$31.25
xcluding final restoration)	II-Endodontics	\$22.44	\$22.44
ny (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medicament	II-Endodontics	\$54.34	\$54.34
primary and permanent teeth	II-Endodontics	\$27.29	\$27.29
anterior tooth (excluding final restoration)	II-Endodontics	\$150.70	\$150.70
bicuspid tooth (excluding final restoration)	II-Endodontics	\$164.04	\$164.04
ooth or exposed root (elevation and/or forceps removal)	II-Simple Extractions	\$43.86	\$72.00
ooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated	II-Surgical Extractions	\$79.86	\$120.00
i tooth - soft tissue	II-Surgical Extractions	\$127.60	\$173.88
i tooth - partially bony	II-Surgical Extractions	\$156.74	\$193.20
i tooth - completely bony	II-Surgical Extractions	\$180.44	\$212.52
ooth roots (cutting procedure)	II-Surgical Extractions	\$56.80	\$82.80
a of abscess - intraoral soft tissue	II-Oral Surgery	\$23.37	\$23.37
y) treatment of dental pain - minor procedure	II-Emergency (Palliative)	\$26.25	\$26.25
al anesthesia - each 15 minute increment	II-Anesthesia	\$185.99	\$234.60
	Temporary Code	\$14.51	\$14.51



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