

**CONTRACT NUMBER: 2023-000047B**

**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 Inerim Executive Director, Roxanna K. Rosario Serrano, BHE, MA, of legal age, single and resident of San Juan, 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 December 29, 2022, (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 21.4 currently states as follows:**

21.4 The PMPM Payments shall be negotiated for every rating period covered by the Contract (specifically from January 1, 2023 to September 30, 2023, October 1, 2023 to September 30, 2024, October 1, 2024 to September 30, 2025. Any increase in the PMPM Payment shall be subject to ASES's determination that the proposed new amount is actuarially sound.

21.4.1

**2. A new Section 21.4.1 shall be included as follows:**

ADMINISTRACION DE  
SEGUROS DE SALUD

23 - 00047B

Contrato Número

21.4.1 Notwithstanding anything to the contrary in this Contract, because the Parties have not completed the revision of the PMPM Payments by the expiration of the current rating period which ends on September 30, 2023, (the "Expired Rating Period") such that the new rating period must commence without revised PMPM Payments, then the following shall occur:

21.4.1.1 ASES shall continue to pay Contractors at the PMPM Payment rates that existed during the Expired Rating Period;

21.4.1.2 As soon as practicable, but in no event more ninety (90) days following the expiration of the Expired Rating Period, or sooner if the revised PMPM Payments ("Updated PMPM Payments") become available, the Parties shall complete in good faith the review of the Updated PMPM Payments.

21.4.1.3 Following agreement upon the Updated PMPM Payments, the Parties shall execute an amendment to Attachment 11 of the Contract setting forth the Updated PMPM Payments. Such amendment and the Updated PMPM Payments shall be effective as of October 1, 2023 as if the Updated PMPM Payments had been agreed upon at the expiration of the Expired Rating Period, provided that,

21.4.1.3.1 Notwithstanding the foregoing, because Updated PMPM Payments are subject to CMS and the Financial Oversight and Management Board ("FOMB") approval, ASES will continue to pay Contractors at the PMPM Payment rates that existed during the Expired Rating Period until such time as CMS and the FOMB have approved the Updated PMPM Payments, and;

21.4.1.3.2 Within thirty (30) calendar days following CMS's and the FOMB's approval of the Updated PMPM Payments, the Parties shall begin to reconcile any difference between (i) PMPM Payments that ASES made to Contractors after the Expired Rating Period and (ii) Updated PMPM Payments.

## II. RATIFICATION

All other terms and provisions of the original Contract, as amended by Contracts Number 2023-000047A, 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 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 that ASES shall submit this Amendment for CMS approval.

ADMINISTRACION DE  
SEGUROS DE SALUD

23 - 00047B

Contrato Número

The Contractor represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy of 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, this Amendment shall become effective October 1, 2023, (the "**Amendment Effective Date**") and remain in effect until December 31, 2023 or the date on which a new amendment setting forth the Updated PMPM Payments is executed, whichever is sooner.

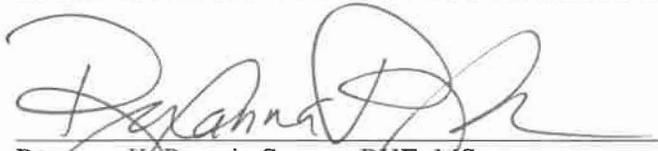
**V. ENTIRE AGREEMENT**

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 2023-000047, including amendment A, and this Amendment B.

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 29 day of septiembre, 2023.

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

  
Roxanna K. Rosario Serrano BHE, MS  
Interim Executive Director  
EIN: 66-05000678

09/29/2023  
Date

ADMINISTRACION DE SEGUROS DE SALUD

23 - 00047B

**FIRST MEDICAL HEALTH PLAN, INC.**

  
José A. Pagán Torres  
Administrative Vice-President  
EIN: 66-0537624

09/29/2023  
Date

Contrato Número



## CERTIFICACIÓN

Por la presente se certifica que con relación al contrato de PLAN VITAL la Oficina de Finanzas ha evaluado el presupuesto asignado y ha realizado el cómputo pertinente.

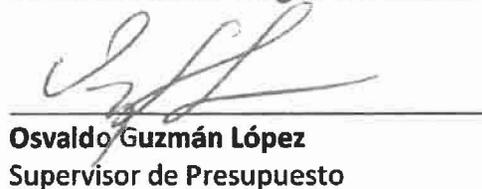
La cuantía anual de los contratos de las aseguradoras bajo PLAN VITAL son:

DETAIL PROJ-MERCER	FY2023 Jun 2023	Jan- Jul-Sep 2023	FY 2024 Jul-Sep 2023	Total	FY 2024 Oct-Dec 2023	Total	%
First Medical	507,803	253,901	253,901	761,704	253,901	1,015,605	25.3%
MMM	504,989	252,494	252,494	757,483	252,494	1,009,978	25.2%
Plan de Salud Menonita	270,174	135,087	135,087	405,261	135,087	540,349	13.5%
Triple-S	721,498	360,749	360,749	1,082,247	360,749	1,442,996	36.0%
<b>Premium Proj Expense</b>	<b>\$ 2,004,464.00</b>	<b>\$ 1,002,232.00</b>	<b>\$ 1,002,232.00</b>	<b>\$ 3,006,696.00</b>	<b>\$ 1,002,232.00</b>	<b>\$ 4,008,928.00</b>	<b>100.0%</b>

La cifra de cuenta correspondiente a los contratos es: 261-5325 al 5330

Y para que así conste firmamos el 4 de octubre de 2023.

  
**Carmen L. Rodríguez Santiago**  
Directora Auxiliar-Oficina de Finanzas

  
**Osvaldo Guzmán López**  
Supervisor de Presupuesto

ADMINISTRACION DE  
SEGUROS DE SALUD

23 - 00047B

Contrato Número