


CONTRACT NUMBER: 2023-000047G

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AMENDMENT TO THE CONTRACT BETWEEN Contrato Número
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 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, 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 shall be amended 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.

2. Section 21.4.1 shall be in amended as follows:

21.4.1 Within thirty (30) calendar days following CMS's and the FOMB's approval of the October 1, 2023 Updated PMPM Payments, ASES shall pay Contractor the difference between (i)

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PMPM Payments that ASES made to Contractors after the Expired Rating Period and (ii) the Updated PMPM Payments. Payment shall be based on the risk scores applicable for the October 1, 2023 risk adjustment period.

3. Section 22.1.4.1 shall be amended as follows:

22.1.4.1. Plan Vital's Regional Rate Cells that will be prospectively risk adjusted are: CHIP, Medicaid Child (Ages under 19), Medicaid Adult (Ages 19+), Commonwealth Child (Ages under 19), Commonwealth Adult (Ages 19+), SSI ABD Non-Dual; SSI Medicare Dual (Part A and B), SSI Medicare Dual (Part A only), and Foster Care/Domestic Abuse. For capitation payment purposes from ASES to the Contractor, the Medicare Dual (Part A and B), Medicare Dual (Part A only), and Foster Care/Domestic Abuse populations will receive a risk score of 1.000. Plan Vital will also have two (2) Case Rates: a Maternity/Newborn Case Rate and an Incarcerated Inpatient Case Rate, both of which represent one-time payments based on the occurrence of a qualifying event, and are not risk adjusted

4. Section 22.1.4.3 shall be amended as follows:

22.1.4.3 Risk Adjustment Periods. Effective October 1, 2023, for every six (6) month period, Enrollee risk scores shall be recalculated using Enrollee eligibility, Claims, and Encounter Data, as applicable, from a prior twelve (12) month period. Risk adjustment will be calculated on a prospective basis. The Contractor shall adjust Provider's rates under risk sharing agreements in accordance with the semi-annual risk.

5. Section 38. Shall be amended as follows:

38.2.3 At the request of either party, ASES may evaluate any changes in Covered Services or benefits and newly enacted Federal, state or local legislative or regulatory changes applicable to the GHP that materially impact PMPM Payments and the payments to PMGs and Providers contracted under risk-sharing agreements. Assessments at the request of Contractor will be completed if ASES has not previously completed an assessment to determine pricing changes to GHP considering the changes to the assumptions used for the actuarial analysis. In addition, ASES will continually assess (i) new treatments, therapies, technologies, medical or surgical procedures, drugs and devices; (ii) the use of minimum fee schedules; (iii) changes in DRG methodology to determine if they may materially impact the PMPM Payment or risk-based payments made to PMGs and Providers; (iv) expansion of the Medicaid eligible population via an increase of the Puerto Rico Poverty Level ("PRPL"); and (v) Anti-Selection due to the Medicaid's Unwinding process. If after a financial assessment, using encounter, financial or other programmatic data, submitted by the GHP contractors, ASES determines that the enacted legislative, regulatory, or other changes materially impact the PMPM Payment, ASES may at its discretion adjust the PMPM Payments to reflect the above-referenced changes after the adjustments are approved by CMS. Adjustments may be handled through changes documented in updates to the certified rates or through changes to the rates paid to Contractor through the

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flexibility in 42. CFR 438.7(c)(3). ASES may also require Contractor to perform its own assessment and/or actuarial evaluation of the above-referenced changes to determine if rate adjustments under risk-sharing arrangements with PMGs and Providers are warranted and, if applicable, make such rate adjustments. Any revisions to the PMPM Payments under this Section would be applicable from the effective date of the contract amendment reflecting new capitation rates, which will take into consideration the implementation date of any new law, regulation, or other change, and with the review and approval from Puerto Rico's Financial Oversight and Management Board ("FOMB") in the event said review and approval is applicable. "Materially impact" shall mean the actual experience medical loss ratio deviates significantly from the target loss ratio when rates are developed for the entire GHP program such that a correction to the base data or assumption is necessary to maintain actuarial soundness. The actual experience medical loss ratio shall be calculated consistent with how rates are developed to meet the target loss ratio. The actual experience medical loss ratio will NOT be based on the methodology outlined in 42 CFR § 438.8 which allows for certain adjustments to the numerator and denominator. In accordance with Actuarial Standard of Practice No. 49, "Title 42 CFR 438.6(c) requires that capitation rates paid by the state to the MCOs be certified as actuarially sound. The soundness opinion applies to all contracted capitation rates. However, the actuary is not certifying that the underlying assumptions supporting the certification are appropriate for an individual MCO."

6. **The following amended attachments shall be applicable based on the approved version herein as of October 1, 2023 and thereafter accordingly, copies of which are included, are substituted in this Contract as follows:**

ATTACHMENT 11: RATES (October 1, 2023, to September 30, 2024)
ATTACHMENT 11-A: PR DENTAL FEE SCHEDULE
ATTACHMENT 9: INFORMATION SYSTEM (contains updates regarding 834 process)
ATTACHMENT 19: HEALTH CARE IMPROVEMENT PROGRAM (HCIP) MANUAL
ATTACHMENT 29: MATERNITY KICK PAYMENT METHODOLOGY

II. RATIFICATION

All other terms and provisions of the original Contract, as amended by Contracts Number 2023-000047 A, B, C, D, E, F 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 the Financial Oversight and Management Board for Puerto Rico ("**FOMB**"), and that ASES shall submit this Amendment for CMS and FOMB approval.

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 1st, 2023, (the "**Amendment Effective Date**") and remain in effect until September 30, 2024 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 amendments A, B, C, D, E, F, and this Amendment G.

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 April 2024.

ADMINISTRACION DE
SEGUROS DE SALUD

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ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO (ASES)

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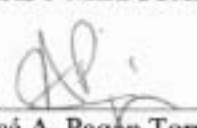


Roxanna K. Rosario Serrano, BHE, MS
Executive Director
EIN: 66-05000678

4/30/24

Date

FIRST MEDICAL HEALTH PLAN, INC.



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

4/30/24

Date