

CONTRACT NUMBER: 2023-000047H

Contrato Número

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 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 Operations, César Ramírez Quiñones, of legal age, single, resident of Toa Alta, 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, MS, 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 10.5.1.5.1 shall be amended as follows:**

10.5.1.5.1. Claims submitted for professional services, including laboratory and radiology services that are listed in the current Medicare Part B fee schedule, as established under Section 1848(b) of the Social Security Act, and as applicable to Puerto Rico according to of the Medicare Fee Schedule ("MFS") and subsequent revisions as approved by CMS, shall be reimbursed by the Contractor at not less than seventy-five percent (75%) for Contract Year 1; and seventy-five percent (75%) or one hundred percent (100%) for Contract Year 2 as specified on Attachment 33, of the payment that would apply to covered services and benefits, if they were furnished under Medicare Part B, disregarding services that are paid through Subcapitation Arrangements. Any claims subject to reimbursement in accordance with this Section 10.5.1.5.1 that have been reimbursed at less than 75% or 100% of the corresponding rates on the Medicare Part B fee schedule shall be re-adjudicated for payment in compliance with this Section. In the



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event the MCO and the provider have a contracted rate greater than the 75% or 100% MFS at the time of this Amendment, the MCO may (i) maintain the current rate contracted with the provider for the effectiveness of that agreement, or (ii) contract a different rate as long as such rate is seventy-five percent (75%), 100% or higher. The Contractor shall comply with all data collection and reporting requests from ASES, in the manner and frequency set forth by ASES, to validate the Contractor's compliance with this Section. Contractor shall pay for all behavioral health, specialist and sub-specialists provider claims that are listed in the current Medicare Part B fee schedule, as established under Section 1848(b) of the Social Security Act, and as applicable to Puerto Rico according to the MFS and subsequent revisions as approved by CMS at no less than the amounts listed in Attachment 33. Any provider type applicable to these minimum fee schedules who are paid under a Subcapitated Arrangement must receive an increase that is actuarially equivalent to payment at the levels described in Attachment 33.

**2. Section 10.5.1.5.4 shall be in amended as follows:**

10.5.1.5.4. Contractor must increase payments to PMGs and Behavioral Health under a Subcapitation Arrangement in accordance with the directed payment implemented for each contract year and approved by CMS in accordance with 42 CFR 438.6(c) and at a level no less than \$18 PMPM. Subcapitation Arrangements shall not be subject to the requirements set forth in Sections 10.5.1.5.1 and 10.5.1.5.2. The requirements in Section 10.3.2.1.7 apply to the subcapitation paid to PCPs, and PCPs must receive the full amount of the minimum fee schedule. The foregoing is applicable without limitation to future changes in reimbursement for Providers not currently included in the Medicare Part B definition, as ASES intends to provide subcapitated reimbursement increases to Providers not included in the Medicare Part B definition at least equal to the seventy-five percent (75%) of the MFS as referenced in Section 10.5.1.5.1. or at no less than the amounts listed in attachment 33. Furthermore, ASES may require at any time that certain professionals not defined as physicians under the Medicare Part B definition be compensated at least 75% of the MFS with prior authorization by CMS, and also require that these professionals be contracted by Contractor on a non-capitated arrangement basis unless the Provider voluntarily opts out of such arrangement.

**3. A new Section 10.5.1.5.7 is added as follows:**

10.5.1.5.7 Effective October 1, 2024, Contractor shall pay for all urgent care centers (CDTs) facility and professional claims that are listed in the current Medicare Part B fee schedule, as established under Section 1848(b) of the Social Security Act, and as applicable to Puerto Rico according to 100% of the 2023 or subsequent MFS, unless the MFS reduces provider payment. In such a case where the MFS would reduce provider payment, the Contractor shall continue to pay the previously published higher rate.

**4. Section 21.4.1 shall be 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) 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.

Furthermore, within thirty (30) calendar days following CMS's and the FOMB's approval of Amendment H, ASES shall pay Contractor the difference between (i) PMPM Payments that

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ASES made to Contractors for Contracts Years 1 and 2 and (ii) the updated PMPM rates as included with Amendment H of the contract.

**5. Section 22.1.4 shall be amended as follows:**

22.1.4 Risk Adjustment. PMPM Payments for the Rate Cells specified in Section 22.1.1 shall be risk adjusted per Enrollee, based on a prospective method, maintaining the risk score at the Enrollee-level, and then calculating a unique PMPM rate for each Enrollee by multiplying the Enrollee's risk score by the capitation base rate corresponding to the Enrollee's Rate Cell assignment. The average Enrollee risk score within each Rate Cell will be normalized to a 1.000 factor so funds are neither added nor subtracted during the risk adjustment process.

This normalization process is imperative to ensure that budget neutrality is maintained during the development of capitated rates. In order to allow the underlying data to sufficiently mature in a way that will reflect a more accurate result. This risk adjustment will be conducted on a semi-annual basis unless ASES, and the Contractor agree to a different timeframe for application of prospective risk adjustment. For Year 1 (January 1, 2023, through September 30, 2023), there will be a set of risk scores for January 1, 2023, through April 30, 2023, and another set of risk scores for May 1, 2023, through September 30, 2023. Regional factors will be embedded in the Year 1 risk scores to reflect regional cost differences. Starting in Year 2 (October 1, 2023, through September 30, 2024), the base rates will be set at the region and rate cell level. This eliminates the need to apply regional factors as part of the risk adjustment process going forward. The application of the risk adjustment methodology will be budget neutral consistent with 42 CFR 438.5(g).

**6. Per section 21.4 of Contract, ASES has increased the PMPM payment for Contract Year 1 (January 1, 2023, to September 30, 2023) in accordance with 42 CFR 438.7(c)(2). For such purposes, it is included herein the updated Attachment 11 for - Contract Year 1. The Attachment 11 (January 1, 2023, to September 30, 2023 is included and substituted in this contract as follows:**

ATTACHMENT 11 CY1: RATES  
(January 1, 2023, to September 30, 2023)

**7. The following amended attachments shall be applicable based on the approved version herein for Contract Year 2 as of October 1, 2023, and thereafter accordingly, copies of which are included, are substituted in this Contract as follows:**

ATTACHMENT 11 CY2 RATES  
(October 1, 2023, to September 30, 2024)

ATTACHMENT 33 SPECIALIST AND SUBSPECIALIST FEE SCHEDULE  
(October 1, 2023, to September 30, 2024)

ATTACHMENT 9 INFORMATION SYSTEM  
(Contains updates regarding 834 process)



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II. RATIFICATION

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All other terms and provisions of the original Contract, as amended by Contracts Number 2023-000047 A, B, C, D, E, F, G, H 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 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, this Amendment shall become effective October 1<sup>st</sup>, 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, G and this Amendment H.

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 August 2024.

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



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

8/30/24

Date

**FIRST MEDICAL HEALTH PLAN, INC.**



César Ramírez Quiñones  
Vice-President Operations  
EIN: 66-0537624

8/30/24

Date

**ADMINISTRACION DE  
SEGUROS DE SALUD**

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3 de septiembre de 2024

**CERTIFICACIÓN**

Certificamos la disponibilidad de fondos para la enmienda de los contratos de First Medical Health Plan, Inc., MMM Multihealth, LLC, Plan de Salud Menonita, Inc. y Triple-S Salud, Inc.

Las enmiendas propuestas, aumentan por un costo agregado de **\$413,758,000.00** entre todos los acuerdos. A continuación, se presentan las cuantías aprobadas por la Junta de Supervisión Fiscal y Administración Financiera el 20 de agosto de 2024:

Aseguradoras	FY2024 Oct 2023-Jun 2024	FY 2025 Jul-Sep 2024	Total
First Medical Health Plan	44,390,510	60,533,389	104,923,899
MMM Multihealth, LLC	43,970,583	59,960,753	103,931,336
Plan de Salud Menonita, Inc	23,617,776	32,206,525	55,824,301
Triple-S Salud, Inc	63,071,131	86,007,333	149,078,464
<b>Premium Projected Expense</b>	<b>175,050,000</b>	<b>238,708,000</b>	<b>413,758,000</b>

La cifra de cuenta correspondiente a los contratos del AF2024 y AF2025 son las siguientes:

Aseguradoras	Cifras de Cuentas AF 2024 Fondo 261	Cifras de Cuenta AF 2025* Fondo 262
First Medical Health Plan	5375,5376,5378,5379,5381,5382-2024	5375,5376,5378,5379,5381,5382-2025
MMM Multihealth, LLC	5375,5376,5378,5379,5381,5382-2024	5375,5376,5378,5379,5381,5382-2025
Plan de Salud Menonita, Inc	5375,5376,5378,5379,5381,5382-2024	5375,5376,5378,5379,5381,5382-2025
Triple-S Salud, Inc	5375,5376,5378,5379,5381,5382-2024	5375,5376,5378,5379,5381,5382-2025

\*Conforme a la proyección del gasto actuarial.

Cordialmente,

  
Lymari Colón Rodríguez  
Directora de Finanzas y Presupuesto

LCR/OGL

CC: Osvaldo Guzmán López - Supervisor de Presupuesto

Autorizado por la Oficina del Contralor Electoral OCE-SA-2024-00267