


23 - 000470


CONTRACT NUMBER: 2023-000047-O

NÚMERO DE CONTRATO

**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 of Operations, Cesar Ramirez 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, Carlos A. Santiago Rosario, Esq, JD, L.L.M., MHSA, FACHE, CHC, of legal age, married and resident of Salinas, 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 term of the Contract between the Contractor and ASES commenced on January 1, 2023, and shall expire on September 30, 2025.

WHEREAS, ASES has further exercised its option to amend and renew the Contract, pursuant to Article 55 and Section 21.6 of the Contract, for an additional term of one (1) fiscal year, ending on September 30, 2026 (hereinafter referred to as the "**Renewed Contract**");

WHEREAS, the Parties have agreed, in this Amendment (the "Amendment"), to extend the term of the Renewed Contract to expire on September 30, 2026, and to modify the Renewed Contract, pursuant to Article 55 of the Renewed Contract, as set forth below; and

WHEREAS, all provisions of the Renewed Contract will remain in full force and effect until such time it is amended by mutual written consent.

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 extend and modify the Renewed Contract as follows:

I. AMENDMENTS

- 1. The following definition is amended in ARTICLE 2 titled DEFINITIONS and it should be read as follows:**

Contract Years: The Contract Term as defined in Article 21, shall be divided in the following Contract Years:

- Contract Year 1: January 1, 2023 to September 30, 2023
- Contract Year 2: October 1, 2023 to September 30, 2024
- Contract Year 3: October 1, 2024 to September 30, 2025
- **Contract Year 4: October 1, 2025 to September 30, 2026**

- 2. Section 21.1 shall be amended as follows:**

21.1 Subject to and upon the terms and conditions herein, this Contract shall be in full force and effect on January 1, 2023, and shall terminate on September 30, 2026. The Contractor shall begin providing Covered Services to Enrollees on January 1, 2023, 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.

- 3. 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, October 1, 2025 to September 30, 2026). The PMPM Payment determined therefore shall be subject to ASES's determination that the proposed new amount is actuarially sound.

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, 2025, (the "Expired Rating Period") such that the new rating period has commenced 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, in case the determined PMPM payment is less than the current rates, ASES does not waive the right to recoup retroactively such payments;

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21.4.1.2 As soon as practicable, but in no event more than three hundred thirty-four (334) 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 shall be effective as of October 1, 2025, 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, ASES shall pay Contractor the difference between (1) PMPM Payments that ASES made to Contractors after the Expired Rating Period and (2) and Updated PMPM Payments.

4. Section 21.6 shall be amended as follows:

21.6 ASES is hereby granted the option to renew this Contract for up to one (1) additional term of one (1) fiscal year, which shall begin October 1, 2026, to midnight on September 30, 2027. The terms of the renewal shall be negotiated, but any increase in PMPM Payment shall be subject to ASES's determination that the proposed new amount is actuarially sound. The option to renew the Contract shall be exercisable solely and exclusively by ASES.

II. RATIFICATION

All other terms and provisions of the original Contract, as amended by Contracts Number 2023-000047 A, B, C, D, E, F, G, H, I, J, K, L, M, N 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

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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 on October 1st, 2025, (the "**Amendment Effective Date**") and remain in effect until September 30, 2026.

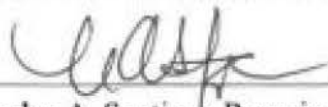
V. ENTIRE AGREEMENT

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, H, I, J, K, L, M, N and this Amendment O.

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 2025.

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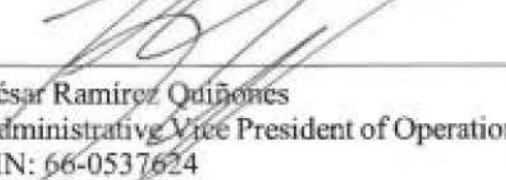


Carlos A. Santiago Rosario, Esq., JD,
L.L.M., MHA, FACHE, CHC
Executive Director
EIN: 66-0500678

09/30/25

Date

FIRST MEDICAL HEALTH PLAN, INC.



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

09/30/25

Date

ADMINISTRACIÓN DE SEGUROS DE SALUD

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