

CONTRACT NUMBER: 2023-000045R

**AMENDMENT R TO THE CONTRACT BETWEEN
ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO (ASES)
and
MMM MULTIHEALTH, LLC
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 **MMM MULTIHEALTH, LLC** ("**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 President, Solange De Lahongrais, of legal age, married, resident of San Juan, 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, LL.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, 2026.

WHEREAS, the Contract provides, pursuant to Article 55, that the Parties may amend such Contract by mutual written consent;

WHEREAS, 42 CFR 438.7 (c) (3) provides that states may increase or decrease the capitation rate per rate cell up to 1.5 percent during the rating period without submitting a revised rate certification, subject to the contract modification and subject to the requirements under 42 CFR 438.4 (b) (1).

Consequently, ASES has determined to proceed with a capitation adjustment under 42 CFR 438.7 (c) (3) for contract year 2024-2025.

WHEREAS, the Parties have agreed, in this Amendment (the "Amendment"), to amend the Section 21.4 of the Contract to reflect the capitation adjustment under 42 CFR 438.7 (c) (3) for contract year 2024-2025.

 **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, 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.

Furthermore, ASES has proceeded with a capitation adjustment allowed under 42 CFR 438.7(c)(3) for contract year from October 1, 2024, to September 30, 2025, payable from the following account number: **030-042739**. The total amount payable to MCOs under this adjustment is \$35,108,689.00, to be distributed among the identified MCOs. The amount payable to Contractor is **ONE MILLION, TWO HUNDRED TWENTY-ONE THOUSAND AND FIVE DOLLARS (\$1,221,005.00)**.

II. RATIFICATION



All other terms and provisions of the original Contract, as amended by Contracts No. 2023-000045 A to Q, 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 signature date. 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, this Amendment shall become effective for Contract Year October 1st, 2024, to September 30, 2025 (the "Amendment Effective Date").

Solely for purposes of registering this Amendment with the Office of the Puerto Rico Comptroller, which is required by local law, this Amendment shall be deemed effective as of

the date of its execution and shall remain in effect until September 30, 2026.

V. ENTIRE AGREEMENT

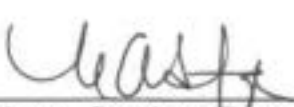
This Amendment constitutes the entire understanding and agreement of the Parties with regards to the subject matter hereof, and the Parties by their execution and delivery of this Amendment to the Contract hereby ratify all of the terms and conditions of Contracts No. 2023-000045, including amendments A through Q, and this Amendment R.


Notwithstanding the foregoing, the Parties agree that consistent with ASES's authority, the Contractor reserves and shall exercise its right to dispute the Capitation Adjustment and to submit additional actuarially certified information to support a review and revision of the amount payable under this Amendment. This includes the right to identify discrepancies, request relevant data from ASES, and engage in good-faith reconciliation. Any information submitted by the Contractor will be subject to ASES's review. The Parties will work in good faith to resolve discrepancies, and any agreed adjustments will be documented in writing, supported by data and rationale, and described with sufficient detail to support their appropriateness. Nevertheless, any additional adjustment will be subject to ASES's evaluation and to FOMB approval.

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 16 day of July 2026.

ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO (ASES)

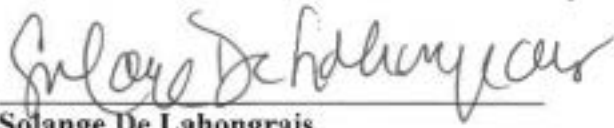


**Carlos A. Santiago Rosario, Esq., JD,
LL.M., MHSA, FACHE, CHC
Executive Director
EIN: 66-0500678**

07/16/2026

Date

MMM MULTIHEALTH, LLC



Solange De Lahongrais
President
EIN: 66-0653763

07/16/2026

Date