



CONTRACT NUMBER: 2019-000053C

AMENDMENT TO THE CONTRACT BETWEEN
ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO (ASES)
and
PLAN DE SALUD MENONITA, 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 PLAN DE SALUD MENONITA, INC. FOR THE PROVISION OF PHYSICAL AND BEHAVIORAL HEALTH SERVICES UNDER THE GOVERNMENT HEALTH PLAN (the "Amendment") is by and between **Plan de Salud Menonita, Inc.** ("the Contractor"), a managed care organization duly organized and authorized to do business under the laws of the Government of Puerto Rico, with employer identification number **66-0636242** represented by its Executive Director, Mr. Pedro Luis Meléndez Rosario, of legal age, married, resident of Cayey, 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, with employer identification number 66-0500678, represented by its Acting Executive Director, Ms. Yolanda García Lugo, 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 September 13, 2018 (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; and

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 shall be amended and replaced in its entirety as follows:

- 10.5.1.5 With the exceptions noted in Section 10.5.1.5.1, the Contractor shall negotiate rates with Providers, and such rates shall be specified in the Provider Contract. Payment arrangements may take any form allowed under Federal law and the laws of Puerto Rico, including Capitation payments,

Fee-for-Service payment, and salary, if any, subject to Section 10.6 concerning permitted risk arrangements.

2. Immediately following Section 10.5.1.5, a new Section 10.5.1.5.1 shall be inserted stating as follows:

10.5.1.5.1 The Contractor must consider the use of a benchmark for provider reimbursement rates equaling eighty percent (80%) of the 2018 Medicare fee schedule for the reimbursement of non-facility professional services related to cardiology and nuclear medicine services, and seventy percent (70%) of the 2018 Medicare fee schedule for the reimbursement of non-facility professional services related to all other specialties except radiation oncology, hematology/oncology, urology, interventional radiology and dialysis services. Any use of the 2018 Medicare fee schedule as a guideline to set maximum provider reimbursement rates shall not obligate the Contractor to increase current provider reimbursement rates that have been previously negotiated. The Contractor shall inform ASES in writing when it enters any Provider payment arrangement.



3. Immediately following Section 10.5.1.5.1, a new Section 10.5.1.5.2 shall be inserted stating as follows:

10.5.1.5.2 Subject to the approval for disbursement of federal funds by CMS for the reimbursement of Dental services as described in Section 7.6, such Dental services shall be reimbursed in an amount no less than those amounts specified Attachment 11 to this Contract.

4. Current Attachment 11 of the Contract shall be replaced in its entirety by a new Attachment 11 as set forth in Exhibit A to this Amendment.

II. RATIFICATION

All other terms and provisions of the original Contract, as amended by Contracts Number 2019-000053A and B, 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 acknowledge that this Amendment is subject to approval by the United States Department of Health and Human Services Centers for Medicare and Medicaid Services ("CMS"), and ASES shall submit the Amendment for CMS approval. Pending CMS approval, this

Amendment shall serve as a binding letter of agreement between the Parties.

IV. AMENDMENT EFFECTIVE DATE

Contingent upon approval of CMS and the Financial Oversight and Management Board (FOMB), this Amendment shall become effective retroactively to **July 23, 2019**, and remain in effect throughout the term of the Contract.

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 Second Amendment to the Contract hereby ratify all of the terms and conditions of the Contract, as amended by Contract Number 2019-000053A, Contract Number 2019-000053B, and as supplemented by this Agreement.

The Parties agree that ASES will be responsible for the submission and registration of this Amendments in the Office of the Comptroller General of the Commonwealth, as required under law and applicable regulations.

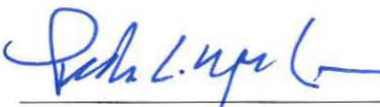
ACKNOWLEDGED BY THE PARTIES by their duly authorized representatives on this 23 day of July, 2019.

ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO (ASES)


Ms. Yolanda Garcia Lugo, Acting Executive Director
EIN: 66-05000678

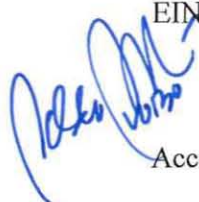
7/23/2019
Date

PLAN DE SALUD MENONITA, INC.


Pedro Luis Meléndez Rosario, Executive Director
EIN: 66-0537624



7/23/19.
Date


Account No. 256-5325 to 5330