

**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**

**CONTRACT NUMBER: 2015-000083B**

THIS AMENDMENT TO THE CONTRACT BETWEEN ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO (ASES) and FIRST MEDICAL HEALTH PLAN, INC. FOR THE PROVISION OF PHYSICAL AND BEHAVIORAL HEALTH SERVICES UNDER THE GOVERNMENT HEALTH PLAN NORTH, SAN JUAN AND VIRTUAL REGIONS (the "Amendment") is made and entered into by and between 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 in the Commonwealth of Puerto Rico ("the Commonwealth" or "Puerto Rico"), with employer identification number 66-0500678, and First Medical Health Plan, Inc. ("the Contractor"), an insurance company duly organized and authorized to do business under the laws of the Commonwealth, with employer identification number 660-53-7624.

*SPD*  
**WHEREAS**, the Contractor and ASES executed a Contract for the provision of the Physical Health and Behavioral Health Services under the Government Health Plan within the North, San Juan and Virtual Regions of the Commonwealth of Puerto Rico, on October 31, 2014 (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. The Contract shall be amended to incorporate new article 9.6 as follows:**

9.6 Government Health Care Facilities

9.6.1. The Contractor shall include and make part of its General Network, health care



facilities administered or operated by the Central Government, State Academic Medical Centers, and certain facilities in the San Juan Municipality, interested in providing services to the Government Health Plan, including at least the following:

- 9.6.1.1 Hospital Regional de Bayamón;
- 9.6.1.2 Hospital Universitario de Adultos;
- 9.6.1.3 Hospital Federico Trilla;
- 9.6.1.4 Hospital Pediátrico Universitario;
- 9.6.1.5 Centro Cardiovascular de PR y del Caribe;
- 9.6.1.6 Hospital Municipal de San Juan;
- 9.6.1.7 Administración de Servicios Médicos de PR ("ASEM"); and
- 9.6.1.8 ASSMCA facilities.



2. The Contract shall be amended to delete Articles 12.5.4.1.1.7, 12.5.4.1.1.9.1, 12.5.4.1.1.9.3, 12.5.4.1.1.9.4, 12.5.4.2.1.1, 12.5.4.2.1.4 and 12.5.4.2.1.5 of the Contract.

3. Article 12.5.4.1.1.9.2 shall be amended as follows:

12.5.4.1.1.9.2 Follow-up after hospitalization for mental illness;

4. Article 18.1.11 shall be amended as follows:

18.1.11 The Contractor shall submit all reports to ASES, unless indicated otherwise in this Contract, according to the schedule below:

DELIVERABLES	DUE DATE
Weekly Reports	Friday of the following Week
Monthly Reports	Fifteenth (15th) Calendar Day of the following month
Quarterly Reports	Thirtieth (30th) Calendar Day of the following month
Semi-Annual Reports	January 31 and July 31 of the Contract year
Annual Reports	Ninety (90) Calendar Days after the end of the fiscal year

## II. RATIFICATION

All other terms and provisions of the original Contract, as amended by Contract Number 2015-000083A, 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 Agreement.


### 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

Unless a provision contained in this Amendment specifically indicates a different effective date, for purposes of the provisions contained herein, this Amendment shall become effective retroactively April 1, 2015.

### 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 2015-000083A, 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.~~

*(Signatures in the following page)*



IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

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

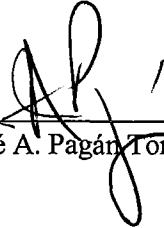


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Ricardo A. Rivera Cardona, Executive Director

9/3/15

\_\_\_\_\_  
Date

**FIRST MEDICAL HEALTH PLAN, INC.**



\_\_\_\_\_  
José A. Pagán Torres, Administrative Vice-President

9/3/15

\_\_\_\_\_  
Date

Account No. 252-000-5005-5030-5051

