



CONTRACT NUMBER: 2019-000049C

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 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 (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 Government of Puerto Rico, with employer identification number 66-0537624 represented by its Vice President of Operations, Mr. Cesar Ramírez Quiñones, of legal age, single, resident of Toa Alta 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 20, 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.



- 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 2019-000049A 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 30, 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 2019-000049A, Contract Number 2019-000049B, 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 30 day of July, 2019.

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

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

7/30/2019  
\_\_\_\_\_  
Date

#### FIRST MEDICAL HEALTH PLAN, INC.

  
\_\_\_\_\_  
Cesar Ramirez Quiñones, Vice-President of Operations  
EIN: 66-0537624

7/30/19  
\_\_\_\_\_  
Date

Account No. 256-5325 to 5330



ATTACHMENT 11-A: MINIMUM DENTAL FEE SCHEDULE

Procedure Code	Procedure Family Description	Minimum Fee
D0120	I-Oral Evaluations	\$14.28
D0140	I-Oral Evaluations	\$19.17
D0150	I-Oral Evaluations	\$22.58
D0160	I-Oral Evaluations	\$35.65
D0210	I-X-Rays	\$44.76
D0220	I-X-Rays	\$7.57
D0230	I-X-Rays	\$7.60
D0270	I-X-Rays	\$7.56
D0272	I-X-Rays	\$13.35
D0330	I-X-Rays	\$27.51
D1110	I-Prophylaxis	\$25.85
D1120	I-Prophylaxis	\$18.40
D1206	I-Fluoride	\$13.58
D1208	I-Fluoride	\$13.58
D1351	I-Sealants	\$14.88
D2140	II-Restorations	\$34.67
D2150	II-Restorations	\$42.68
D2160	II-Restorations	\$50.92
D2161	II-Restorations	\$60.10
D2330	II-Restorations	\$39.93
D2331	II-Restorations	\$49.07
D2332	II-Restorations	\$58.81
D2335	II-Restorations	\$70.38
D2391	II-Restorations	\$43.74
D2930	III-Inlays/Onlays/Crowns	\$58.33
D3120	II-Endodontics	\$18.80
D3220	II-Endodontics	\$48.85
D3221	II-Endodontics	\$24.15
D3310	II-Endodontics	\$136.90
D3320	II-Endodontics	\$149.53
D7140	II-Simple Extractions	\$39.28
D7210	II-Surgical Extractions	\$70.10
D7220	II-Surgical Extractions	\$112.15
D7230	II-Surgical Extractions	\$138.25
D7240	II-Surgical Extractions	\$159.81
D7250	II-Surgical Extractions	\$49.76
D7510	II-Oral Surgery	\$22.41
D9110	II-Emergency (Palliative)	\$23.90
D9420	Other	\$206.43
D9930	Other	\$18.42
D9223	II-Anesthesia	\$173.95

*Handwritten signatures in blue ink.*



ATTACHMENT 11

Administracion de Seguros de Salud Until October 31, 2019 PSG (MI Salud) PMPM Premium Rates	
Rate Cell	July - Oct 2019 PMPM Premium Rate
Medicaid Pulmonary	\$209.58
Medicaid Diabetes/Low Cardio	\$325.03
Medicaid High Cardio	\$706.32
Medicaid Renal	\$1,473.50
Medicaid Cancer	\$1,690.61
Medicaid Male 45+	\$121.78
Medicaid Male 19-44	\$88.84
Medicaid Male 14-18	\$74.47
Medicaid Female 45+	\$158.75
Medicaid Female 19-44	\$109.84
Medicaid Female 14-18	\$85.19
Medicaid Age 7-13	\$77.08
Medicaid Age 1-6	\$88.90
Medicaid Under 1	\$249.35
CHIP Pulmonary	\$192.79
CHIP Diabetes	\$506.82
CHIP Age 7-13	\$70.36
CHIP Age 14+	\$64.80
CHIP Age 1-6	\$92.64
CHIP Under 1	\$256.21
Dual Eligible Part A and B	\$741.73
Dual Eligible Part A Only	\$300.90
Foster Child/Dom. Abuse All	\$304.53
Commonwealth Pulmonary	\$139.41
Commonwealth Diabetes/Low Cardio	\$176.11
Commonwealth High Cardio	\$377.68
Commonwealth Renal	\$609.48
Commonwealth Cancer	\$1,252.42
Commonwealth Male 45+	\$68.36
Commonwealth Male 19-44	\$49.29
Commonwealth Male 14-18	\$46.82
Commonwealth Female 45+	\$96.31
Commonwealth Female 19-44	\$78.03
Commonwealth Female 14-18	\$58.10
Commonwealth Age 7-13	\$63.07
Commonwealth Age 1-6	\$70.28
Commonwealth Under 1	\$260.34
Maternity Delivery Kick Payment	\$4,841.59

*[Handwritten signatures]*



Administración de Seguros de Salud April 1, 2019 until March 31, 2020 PSG (MI Salud) PMPM Premium Rate	
Rate Cell	PMPM Premium Rate
Law 72, Article VI Public Employees and Pensioners*	\$180.00

Enrollees within the Law 72, Article VI Public Employees and Pensioners rate cell are not subject to Attachment 28, and instead shall remain in the Law 72, Article VI Public Employees and Pensioners rate cell during the term of their enrollment.

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