

TRANSITION PLAN AGREEMENT

BETWEEN

ADMINISTRACION DE SEGUROS DE SALUD
DE PUERTO RICO
(ASES);

MOLINA HEALTHCARE OF PUERTO RICO, INC. (MOLINA)
AND
MOLINA HEALTHCARE, INC. (GUARANTOR)

TRANSITION AGREEMENT

This TRANSITION AGREEMENT (this "Agreement" or "Transition Agreement"), shall be deemed to be effective as of July 1, 2020 (the "Commencement Date"), is made and entered into on September 3, 2020 by and among 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; **Molina Healthcare of Puerto Rico, Inc.** (hereinafter referred to as "Molina" or the "Contractor"), a managed care organization duly organized and authorized to do business under the laws of the Commonwealth of Puerto Rico and **Molina Healthcare, Inc.**, a Delaware corporation (the "Guarantor").

WITNESSETH:

WHEREAS, ASES and Molina entered into a Contract for the provision of physical and behavioral health services (the "Contract") effective as of November 1, 2018 wherein, among other things, Molina agreed to provide Covered Services under a managed care program for the program of the Commonwealth of Puerto Rico known as "Vital";

WHEREAS, on May 15, 2020 Molina notified ASES of its intention of terminating the provision of Covered Services under the Contract;;

WHEREAS, Contractor is required under Section 35.8.2.10 of the Contract to submit this Transition Agreement;

WHEREAS, in compliance with Section 35.8.2.10 of the Contract, the Parties reviewed the transition plan submitted by Molina to ASES in order to proceed with the necessary transition of the Enrollees to the physical and behavioral health services providers presently providing Covered Services under the Vital Program;

WHEREAS, ASES has reviewed and approved this Transition Agreement, and confirms that it is in compliance with the transition plan requirements of the Contract, subject however to the terms of Section 35.8.3 of the Contract;

WHEREAS, in view of the foregoing, ASES, Molina and Guarantor agreed to enter into this Transition Agreement as required under the Contract; and

NOW, THEREFORE, in consideration of the foregoing and to provide for an efficient and orderly transition of the Molina's Enrollees to the managed care organizations designated by ASES under the Vital Program, to ensure that continuation of Covered Services are provided to the Enrollees as required under the Contract, and to reflect Molina's obligation to pay all Clean Claims for Covered Services under the Contract, ASES, Molina and the Guarantor do hereby agree as follows:



Article 1. Defined Terms

- 1.1 Capitalized Terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Contract.

Article 2. Transition Period

- 2.1 A transition period shall have deemed to begin retroactively on the Commencement Date and shall conclude no later than October 31, 2020 (such period, as it may be shortened by the Parties in writing, being hereinafter referred to as the "Transition Period"), in order to allow the new managed care organization(s) to which the Enrollees may be assigned by ASES under the Vital Program to take over the provision of physical and behavioral health services to the Enrollees. The Transition Period shall be considered to have concluded as soon as ASES, or the managed care organization(s) to which Enrollees may be assigned, take over the provision of physical and behavioral health services to all Enrollees of Molina on or before October 31, 2020. In any event, the Parties agree that the Transition Period shall always be deemed to end on the last day of a month, but in any event, not later than on midnight of October 31, 2020.

Article 3. Molina's Obligations during the Transition Period

Molina hereby agrees that during the Transition Period it shall:

- 3.1.1 Provide Enrollees continuation of Benefits during the Transition Period as contemplated under the Contract. To assure continuation of the provision of Benefits during the Transition Period as required by the Contract and this Agreement, Molina covenants and agrees to maintain and comply with the requirements of Articles 9.3 and 9.4, of the Contract during the Transition Period. Any proposed change, modification, or reduction in the Providers Ratios requirements of Article 9.3 of the Contract, or of the Network Providers required in Article 9.4 thereof during the Transition Period shall be previously approved in writing by ASES. The foregoing notwithstanding, Molina shall pay Providers' Claims as required by the Contract for Covered Services incurred as of October 31, 2020 and during the Transition Period, subject to the timely receipt by Molina of the Per Member Per Month Payment in accordance with Section 5.1.1 hereof.
- 3.1.2 During the Transition Period and including the period specified in Section 4.1 of this Agreement, ASES or its designee shall have the right to monitor the Claims payment process and will be allowed to review any of Molina's Claims cycle during said period solely for the purpose of ensuring that Molina pays to its Providers all of the then outstanding, clean and ready-to-pay claims. Ready to pay claims shall mean for these purposes, claims that are available to be immediately paid to Providers. In addition, ASES or its designee shall have the right to audit and monitor, pursuant to and as provided in the Contract, the provider's payment cycle under the Contract. The monitoring process shall take place as follows:

Molina shall run the cycle for processing payments of Claims as customary for Molina following the terms and conditions of the Contract. Once the Claims to be paid are posted by Molina in its finance module and Molina has completed the process to commence the issuance of checks to Providers and the payment to Providers via wire transfer, Molina shall provide a written report to ASES on each 15th and 30th day of each month (or for such any other period ASES may request) setting forth the distribution of the payments of Claims to the Providers. Molina during the term of this Agreement shall submit to ASES the Claims Activity Report required under Section 18.2.3.1 of the Contract, identifying the amount paid, the amount corresponding for fee for services, capitation payments or such other information that ASES may reasonably request. ASES will determine the format under which Molina shall submit the payment information.

3.1.2.1 ASES or its designee may verify the payment process once completed and the verification process shall proceed as follows:

3.1.2.1.1 Final check register for each payment cycle will be provided to ASES or its designee and will be used as the master document for the validation of payments being produced and delivered to Providers, as shown in Attachment I;

3.1.2.1.2 Certification issued by Molina that the checks to Providers reflected in the final check registers were duly issued and/or mailed to Providers;

3.1.2.1.3 ASES retains the ability to reasonably request and receive pertinent documents from Molina with respect to confirmation of payments made by Molina to Providers. This may include, at ASES's discretion, but pursuant to and as provided in the Contract, without limitation the actual examination of pertinent documents, other than checks, as they are processed through the payment cycle; and

3.1.2.1.4 The monitoring process may include the verification by ASES or its designee of the delivery of the corresponding payments made by Molina to the corresponding Providers, that might include the presence of ASES or its designee at the time of actual delivery of the checks to the Providers. In the case such delivery consists in payment by mail, ASES retains the ability to monitor the delivery of such payments to the US Post Office, either by Molina or by any subcontractor retained by Molina to perform such delivery, if any.

3.1.2.2 ASES or its designee may reasonably request information regarding payment as result of settlements executed.

3.1.2.3 The activities of ASES or its designee shall in no manner unduly or unreasonably delay, disrupt or interfere with Molina's customary process for Claims payment to Providers, pursuant to the terms and conditions established by Molina in its services agreement with its current provider network.

3.1.2.4 ASES acknowledges that in order for Molina to process the cycle of payments to Providers as hereby contemplated, it must have received the Per Member Per Month Payment in accordance with Section 5.1.1 hereof.

3.2

Molina recognizes that it has outstanding obligations for amounts due to Providers for Covered Services (the "Providers Debt"). The Parties agree that payment of the Providers Debt shall be made by Molina under the terms and conditions of the Contract, including Article 16 thereof, and Section 3.1.2 of this Agreement. Under Section 23.2.2 of the Contract ASES has the right to require Molina additional capital guarantees. Therefore, in compliance with ASES' requirement under Section 23.2.2. of the Contract Molina shall maintain during the term of this Agreement readily available capital and funds equal to not less than 125% of the then existing monthly Provider's Debt (the "Required Funds"), as shall be agreed by ASES and Molina in writing and in good faith under the terms of the Contract using the most recent and accurate data available for such purpose from both parties on or before September 15, 2020. The Required Funds, including the payments under Section 5.1.1 of this Agreement, shall be utilized exclusively by Molina for the payment of Providers Claims for Covered Services, and for no other purpose whatsoever. In connection with the foregoing determination Molina shall provide ASES within the next three (3) Business Days from the date hereof a proposed timeline to conclude the Providers' reconciliation process and on payment settlements. The foregoing notwithstanding, ASES shall perform periodic reviews as needed in order to adjust the Required Funds to assure payment of the Claims under the terms of the Contract. The Parties agree that the Required Funds during the Transition Period shall be periodically adjusted to reflect the actual level of the Providers Debt during such period.

3.3 The Required Funds shall be maintained in a special designated account, and such account (the "Providers Account") shall remain fully funded at all times during the term of this Agreement in amounts necessary to comply with the requirement of Section 3.2 of this Agreement.

3.4 Molina shall make available to ASES no later than the 3rd Business Day of each month during the term of this Agreement (including during the Runout Period) copies of the bank statements relating to the Providers Account. ASES shall have the right at any time during the term of this Agreement to request by written notice to Molina that it replenish the Providers Account to meet the requirement of Section 3.2 of this Agreement if in ASES' reasonable opinion the amount then in deposit in the Providers Account fails to meet the requirement of Section 3.2 hereof. In such event Molina or the Guarantor shall no later than three (3) Business Days after the date of ASES' notice replenish the Providers Account to meet the requirement of Section 3.2 hereof.



- 3.5 Anything herein to the contrary notwithstanding, Molina shall have paid not less than 70% of Clean Claims for Covered Services under the terms of Article 16 of the Contract no later than October 31, 2020.

Article 4. Additional Molina Obligations Under Transition Period

- 4.1 Molina will maintain Claims-processing functions specified in the Contract, as may be necessary, for a period not to exceed ten (10) consecutive months beginning November 1, 2020 and ending on August 31, 2021 (the "Runout Period"), in order to complete the adjudication of all Claims and shall notify Providers of such period and the procedure to submit Claims. At any time prior to the expiration of the ten (10) month period, Molina and ASES may agree in writing that this service is no longer necessary, and Molina will cease the Claims processing function, subject to Section 23.2.5 of the Contract. Molina shall process all Claims for Covered Services provided during the Contract Term and the Transition Period, provided ASES has complied with the Per Member Per Month Payment obligations under Section 5.1.1 of this Agreement.

Molina shall provide ASES a Claims processing report for each Provider and for each Provider type no later than three (3) Business Days after the end of the month. The report shall list information regarding all paid, pending, and denied Claims in a format to be provided by ASES. ASES or its designee may review or audit a sample of Claims submitted (paid, denied, pending, and rejected) to confirm payment accuracy. ASES shall have the right to develop and implement actions or plans required, at ASES's discretion, to address Providers' concerns pertaining to the requirements of prompt payment to Providers under Article 16 of the Contract.

- 4.2 Molina shall comply with all duties and/or obligations incurred under the Contract prior to November 1, 2020, with respect to the Grievance System process established in Article 14 of the Contract.
- 4.3 Molina shall file, on a timely basis, all necessary reports concerning the operations of Molina pursuant to the Contract for the period beginning on November 1, 2018 and ending October 31, 2020, including the Runout Period ending on August 31, 2021 or, as may be required by applicable law and/or the Contract. Molina shall submit to ASES the information, including but not limited to, specified in Attachment II of this Agreement. In the course of the Transition, ASES may require additional information or ad hoc reports. In addition, Molina shall also deliver reports concerning the operations of Molina of the Vital Program reasonably requested by ASES throughout the duration of the Transition Period or the Run out Period, as the case may be, (Attachment I, the reports required under Attachment II, and any additional reasonable required reports, shall hereinafter be referred collectively as the "Transition Reports"). Unless otherwise specifically indicated in Attachment II, any other request by ASES for Transition Reports shall be submitted to Molina at least three (3) Business Days prior to the due date of the report, unless otherwise a shorter period is warranted under the then existing circumstances. The Parties agree that

requests for *ad-hoc reports* (i.e. reports other than those routinely generated by Molina) that require programming development may require additional time to produce. Molina commits to act diligently in preparing and submitting the same.

The Transition Report templates shall be provided by ASES. ASES will meet with Molina to discuss Transition Reports and provide training on completion of said reports.

Transition Reports may include, and not limited to the extent applicable the following:

- Grievances and Appeals (Enrollee complaints, grievances, Notices of Action, Appeals, and administrative law hearing requests);
- Enrollee and Provider Mailings (ID cards mailed to Enrollees, Enrollee and Provider notices mailed and date mailed, Enrollee notices returned to Molina);
- Provider Network (network report by Provider type including Providers leaving Molina Provider network to ensure network adequacy as defined in the contract during the Transition Period);
- Financial Management and Claims Payment (financial records, encounter data, paid, pending, and denied Claims);
- Call Center Operations;
- FQHC Services and Payments; and
- Providers payment for Claims in dispute, or otherwise subject to Grievance and Appeal

44 As required by Article 36.1 of the Contract, when ASES enters into agreements during the Transition Period with other managed care organizations for work related to the Benefits rendered to Enrollees, Molina shall assist and diligently cooperate with such other contractors, as ASES may reasonably request. Such cooperation and assistance include, without limitation, submission of data and reports as reasonably required by ASES to protect the Enrollees and to promote continuity of care, including but not limited to:

- Chronic and high-risk Enrollee cases including recent surgeries and prenatal care;
- Files of pending and ongoing pre-authorizations for Covered Services;
- Enrollees enrollment files with PMG and PCP information;
- List of Enrollees being provided Case Management services under Case Management and Special Coverage; and
- List of cases registered in the Special Coverage by diagnostic (including period approved under coverage, treatment plan, status of pre-authorizations under consideration, reasons for denial of services).

ASES will coordinate meetings with Molina to discuss file content and timeframes and to finalize transition data. At the request of ASES, Molina shall facilitate meetings with its subcontractors to help gather this data and information. Molina, during the Transition Period, shall meet with ASES subcontractors (e.g., PBM) as reasonably deemed necessary by ASES, for the transition of services under the Contract.

A handwritten signature in blue ink, consisting of a large, stylized 'S' or 'J' shape, followed by a small, circular mark resembling a stylized 'e' or a checkmark.

- 45 Molina shall present, as required under the Contract, to ASES any Per Member Per Month payments due, or third party administration payments or other amounts due by ASES to Molina under the Contract, or this Transition Agreement, which shall be paid as provided in Section 5.1.1 below.
- 46 During the Transition Period, Molina shall, discuss, assist, and diligently cooperate with any other managed care organizations and/or any contractor(s) designated by ASES regarding the transition of Enrollees to coverage under any arrangement developed by ASES and the new managed care organizations and/or contractors. As mutually agreed by the Parties, Molina shall participate in meetings with the new entities.
- 47 The Parties shall meet with each other's personnel, as reasonably requested, to ensure satisfactory completion of all obligations under this Transition Agreement, including, but not limited to weekly meetings and designating a transition team and a team leader.
- 48 Molina shall forward to ASES or to their duly designated representative the eligibility archives of all its Enrollees with all of their demographic information in a format mutually agreed by ASES and Molina.
- 49 Molina shall provide a report detailing all cases under Special Coverage by diagnostic, including period approved under coverage, all pre-authorizations for services pending at the time of transition to the new contractors which are open and pending, a listing of all Enrollees receiving Case Management services through the Transition Period.
- 4.10 Molina shall make all necessary notices to Enrollees and Providers as legally required under the Contract, or otherwise required under applicable law, regarding notices to Enrollees. With respect to the notification to Enrollees, Molina shall provide ASES a form of the notice Molina intends to distribute to Enrollees. The proposed notification shall be deemed approved in the event ASES does not provide any comments within the 48 hours of Molina submitting the form of notice to ASES, provided the notice is given during normal business hours during Monday thru Thursday, excluding Fridays and Holidays.
- 4.11 During the Transition Period, Molina and the Guarantor shall maintain and comply, at ASES satisfaction, with the financial and solvency requirements required by the Contract.
- 4.12 Molina shall abide by the record retention schedule provided by ASES in compliance with Article 33 of the Contract. Records must be provided and made available to ASES for inspection and audit for a period of seven (7) years from the date of final payment under the Contract or this Agreement, as applicable. Molina shall provide ASES, when and if requested by ASES, unrestricted access to these records during the seven-year period indicated herein. ASES will follow the notice requirements on Section 6.5 of this Transition Agreement in order to request that the record be made available for inspection and audit, as contemplated herein.

- 4.13 Molina shall be available to participate in the EQRO's evaluation process during the Transition Period. Molina shall assist the EQRO by providing sample of Grievances for Fiscal Year 2019-20. In addition, Molina shall carry out the HEDIS activity for the calendar year 2020 and shall submit an abstract of the required PIP project under the Contract.
- 4.14 Molina shall submit for ASES review and approval, the scripts to be used to communicate with Enrollees during the Transition Period. Molina shall provide ASES a form of the script Molina intends to use to communicate with Enrollees. The proposed script shall be deemed approved in the event ASES does not provide any comments within the 48 hours following Molina's submission of the script to ASES, as previously indicated.
- 4.15 If a Provider leaves the Molina network, Molina shall notify any Enrollee who is assigned to that Primary Medical Group.
- 4.16 Molina acknowledges that it may be necessary during the Transition Period to clarify, amend, or supplement certain terms or conditions of this Agreement to conform with CMS requirements. Molina will abide by any modification or petition requested by CMS in connection with any change, modification or revision to this Agreement.
- 4.17 The Guarantor hereby irrevocably and unconditionally guarantees the full, complete and timely performance by Molina of each and every obligation of Molina under this Agreement, including the full and punctual payment of all amounts due and payable by Molina under this Agreement, and the timely satisfaction and performance of all of Molina's covenants, agreements and obligations contained in this Agreement. If any default shall be made by Molina in the performance of any such obligations, then the Guarantor will perform or cause to be performed such obligation as soon as reasonably practicable upon written notice from ASES specifying the default. The guarantee set forth in this Section 4.17 is a guarantee of payment and not merely of collection, shall be deemed a continuing guarantee, and shall remain in full force and effect until the satisfaction in full of all obligations of Molina under this Agreement.
- 4.18 The Guarantor hereby represents and warrants as follows (A) it is a corporation validly existing and in good standing under the laws of the jurisdiction of its incorporation; (B) the guaranty set forth in Section 4.17 of this Agreement constitutes the valid and legally binding obligation of the Guarantor (and its successors), enforceable in accordance with its terms and conditions, except as such enforceability may be subject to applicable bankruptcy, insolvency and similar laws affecting creditors rights generally and to general principles of equity; (C) it has the absolute and unrestricted right, power and authority (including full corporate power and authority) to execute and deliver the guaranty set forth in Section 4.17 hereof and to perform its obligations under such guaranty.
- 4.19 Molina shall provide ASES with Internal Revenue Service ("IRS") Letter 5067C, Annual Fee on Health Insurance Providers for 2020, within twenty(20) business days of receipt from IRS.

Article 5. ASES Obligations

- 5.1 During the Transition Period ASES shall:
- 5.1.1 Pay Molina, pursuant to the terms of Article 22.1 of the Contract, a sum equal to the Per Member Per Month Payment.
 - 5.1.2 Develop a project management plan, ("Transition Project Plan"), to operationalize this transition agreement which will be shared with Molina's Transition Team.
 - 5.1.3 Allow Molina ninety (90) days from the date Molina receives the 820 detailed payment file corresponding to the last month of the Transition Period, October 31, 2020, to reconcile the Per Member Per Month Payments and submit the enrollment discrepancies and corrections to ASES for processing.
 - 5.1.5 Process the prorated Per Member Per Month Payment corresponding to Enrollees that were enrolled or auto enrolled during the month of October 2020. This prorated Per Member Per Month Payment is due during the month of November 2020.
 - 5.1.6 Continue submitting to Molina the eligibility files (.exp; .res; .rjc) including new eligible, cancellations, rejections and Full Files. In addition, ASES will process all enrollment transactions dated on or after October 31, 2020 sent by Molina during such period.
 - 5.1.7 Create a task force to reconcile and certify any pending and outstanding balances in connection with services rendered by the Contractor under the Contract and previous contracts between ASES and the Contractor. (See Section 35.8.2.10.4 of the Vital Contract)
 - 5.1.8 Pay Molina for the fee imposed under Section 9010 of the Patient Protection and Affordable Care Act for the 2020 fee year.
 - 5.1.9 Pay Molina for any retroactive amount owed for the 2018-2020 period related to Risk Adjustment, pursuant to Section 22.1.3 of the ASES's Contract.
 - 5.1.10 Pay Molina for any outstanding PMPM amount owed for November 1, 2018 to October 31, 2020 period
 - 5.1.11 Reconcile any outstanding PMPM payment owed to Molina under the Government Health Program (April 1, 2015 - November 1, 2018), related to the Enrollment Reconciliation Dispute.

Article 6. Other General Provisions

- 6.1 The Parties agree that all communications issued by Molina related to the orientation of Enrollees regarding the Transition Period and this Agreement shall be prepared jointly

between the Parties and shall follow the same review process set forth in Section 4.10 of this Transition Agreement. Molina shall provide ASES a form of the notices Molina intends to distribute to Enrollees (no later than July 15, 2020), as provided in Section 4.10 hereof, shall have no more than forty-eight (48) hours to review and comment on the communications. The proposed notification shall be deemed approved in the event ASES does not provide any comments within the forty-eight (48) hours period, as provided in Section 4.10.

- 62 This Agreement is entered into and executed pursuant to the requirements of Section 35.8.2.10 of the Contract. This Transition Agreement, Transition Reports, the notices sent to Enrollees dated July 15, 2020, the Contract and the Transition Project Plan constitutes the entire agreement between the Parties with respect to the required transition plan and supersedes all prior negotiations or representations to that respect. No written or oral agreements, representations, statements, negotiations, understandings, or discussions that are not set out, referenced, or specifically incorporated in this Transition Agreement or contemplated under the Contract shall in any way be binding or of effect between the Parties unless confirmed in writing by both Parties. The foregoing notwithstanding, the Parties agree that CMS may require supplements or revision to this Agreement and the Parties agree to comply with such CMS requirements.

The Parties agree that during the Transition Period and if applicable, the Runout Period, the terms and conditions of the Contract shall remain in full force and effect, as supplemented by this Transition Agreement.

- 63 Any section, subsection, paragraph, term, condition, provision, or other part for this Transition Agreement that is judged, held, found or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of the Transition Agreement shall continue to be of full force and effect as set out herein.

- 64 ASES will file this Transition Agreement before the Office of the Comptroller of Puerto Rico within fifteen (15) days from its execution.

- 65 All notices, consents, approvals and requests required or permitted hereunder shall be given in writing and shall be effective for all purposes if hand delivered or sent by (a) personal delivery, (b) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery, or (c) telecopier or (d) electronic mail (in each case of (c) and (d), with answer back acknowledged), addressed as follows):

If to Molina :

654 Muñoz Rivera Avenue
Suite 1600
San Juan, Puerto Rico 00918
Attention: Carlos A. Carrero
Grisselle Bermudez Rodriguez
Email: carlos.carrero@molinahealthcare.com
Grisselle.bermudez-rodriguez@molinahealthcare.com

If to Guarantor:

200 Oceangate
Suite 100
Long Beach, CA 90802
Attention: Jeff Barlow and Burt Park
Email: jeff.barlow@molinahealthcare.com
burt.park@molinahealthcare.com

If to ASES:

Administración de Seguros de Salud de Puerto Rico
PO Box 195661
San Juan, PR 00919-5661
Attention: Jorge M. Galva Rodriguez
Executive Director
Email: jgalva@asespr.org
Telecopier: (787) 474-3346

All notices, elections, requests and demands under this Agreement shall be effective and deemed received upon the earliest of (i) the actual receipt of the same by personal delivery or otherwise, (ii) two (2) Business Days after being deposited with a nationally recognized overnight courier service as required above, (iii) three (3) Business Days after being deposited in the United States mail as required above or (iv) on the day sent if sent by email or facsimile with voice confirmation on or before 4:00 p.m. Puerto Rico time on any Business Day or on the next Business Day if so delivered after 4:00 p.m. Puerto Rico time or on any day other than a Business Day. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required shall be deemed to be receipt of the notice, election, request, or demand sent.

- 66 This Transition Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Transition Agreement.
- 67 Should any discrepancy arise between the terms and conditions of this Agreement and the terms and conditions of the Contract between ASES and Molina, the terms and conditions established in the Contract between ASES and Molina shall prevail.
- 68 Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby may be brought in any federal or state court located in the Commonwealth of Puerto Rico, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.
- 69 Upon the execution of this Transition Agreement, ASES will concurrently release the Per Member Per Month Premium Payment for the month of August 2020 and will continue so doing on a timely basis under the terms of the Contract. "Timely basis" shall be understood as the moment in any given month in which any MCO is first transferred or paid, totally or partially, its monthly allotment by ASES.

IN WITNESS WHEREOF, the Parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

[SIGNATURES ON THE NEXT PAGE]

ADMINISTRACION DE SEGUROS DE SALUD DE PUERTO RICO (ASES)




Jorge ☒ Galva Rodriguez
Executive Director

Date

9/3/2,020

MOLINA HEALTHCARE OF PUERTO RICO, INC.




Carlos Carrero
President

Date

9/3/2020

MOLINA HEALTHCARE, INC.



Jeff D. Barlow
Vice President & Chief Legal Officer

September 3, 2020

Date