



**SUPPLEMENT TO THE CONTRACT BETWEEN
ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO (ASES)
and
TRIPLE-S SALUD, INC.
to
ADMINISTER THE PROVISION OF PHYSICAL
HEALTH SERVICES UNDER THE MI SALUD PROGRAM**

CONTRACT NUMBER: 2014-000047B

This Supplement to the Contract (this "Agreement") is made and entered into by the ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO, hereinafter referred to as ASES, and Triple-S Salud, Inc., hereinafter referred to as the CONTRACTOR, both collectively referred to as the PARTIES.

PREAMBLE

WHEREAS, ASES and Contractor executed a Contract for the Administration of the Physical Health component of the MI Salud Program in certain designated regions within the Island of Puerto Rico dated as of July 1, 2013 under which the Contractor agreed to provide Covered Services to the MI Salud Beneficiaries in the Service Regions;

WHEREAS, as part of this Contract, three (3) new regions, namely the East, Southeast and Southwest regions (the "former Humana Regions") previously administered by Humana Health Plans of Puerto Rico, Inc. ("Humana") were assigned to the Contractor;

WHEREAS, the Contract was amended by Contract Number 2014-000047A to incorporate certain modifications and revisions requested by the Centers of Medicare and Medicaid Services, hereinafter referred to as CMS, and agreed to by the Contractor and ASES (as amended, the "Contract");

WHEREAS, all the provisions of the Contract, with regards to these regions became effective on the "Humana Regions Effective Date", a date defined under Article 61.3 of the Contract as October 1, 2013;

WHEREAS, under Article 61, the Contract included a general reference to the addition of these new regions, providing that the parties will negotiate in good faith as to any circumstance, need or requirement not contemplated in the Transition period, regarding an eventual transition of enrollees from Humana to the Contractor;

WHEREAS, according to Article 61.3 of the Contract, ASES and Contractor (each individually, a "Party" and collectively, the "Parties") have agreed to execute a written instrument

confirming the Effective Date of the Contract for the Service Regions previously served by Humana, which instrument shall be considered as a supplement to this Contract;

WHEREAS, the parties have agreed that it is necessary to clarify certain terms and provisions of such general reference included under Article 61 of the Contract, and add certain specific provisions as the appropriate framework for the administration of these Humana Regions;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein and other good and valuable consideration the parties have agreed to amend their existing Contract as follows:

I. AMENDMENTS

A. HUMANA REGIONS EFFECTIVE DATE: The applicability of all the provisions of the Contract with regard to the Service Regions previously served by Humana (the "Former Humana Regions") commenced on October 1, 2013 under the terms and conditions of the Contract, as supplemented by Contract Number 2014-000047A and this Agreement;

B. HUMANA PROVIDERS TERMS AND CONDITIONS: The parties have agreed that the Contractor will honor the terms and conditions of the Humana agreements with all its providers (PPN, General Network and PMGs), within the former Humana Regions, provided however, that the Contractor will adopt its own applicable payment and medical policies as to those former Humana providers. Contractor will continue to offer the Contractor's Provider Agreement terms effective in the five (5) regions already under Contractor's administration to the providers in the former Humana Regions; provided that, in the event that a provider refuses to accept the Contractor's terms for these new regions, then the Humana terms and conditions shall prevail only with respect to such provider's MI Salud services that are provided to the former Humana Regions Enrollees. Notwithstanding the aforementioned, in the event a provider of the Contractor within a former Humana Region has also been providing services within any one of the five (5) regions administered by the Contractor since 2011, if the provider requests uniformity between the terms and conditions, previously agreed for the five (5) regions already administered by Contractor and the terms and conditions agreed with Humana for the former Humana Regions, the Contractor will present the matter to ASES in order to come to an agreement as to which conditions of the agreement shall prevail as to such provider.

C. HUMANA PMG AGREEMENTS:

1. The parties have agreed that the Primary Medical Group (PMG) agreements for the former Humana Region's PMGs shall be negotiated by the Contractor honoring Humana's Capitation and Risk Distribution Model as submitted to ASES.





2. PMG structure in the former Humana Regions: The parties have agreed to honor Humana's Capitation and Risk Distribution Model in the former Humana Regions during the negotiations with the PMGs per Section C(1) of this Agreement. The parties further agree to recognize and define the differences between the operational structure of the PMGs in the former Humana regions and the PMGs in the five (5) regions already under Contractor's administration. In the former Humana Regions, PMGs have a contractual agreement with one (1) or more Health Care Organizations (HCO) under which each PMG provides covered services rendered through the providers that are members of each HCO. Therefore, the parties wish to clarify that, due to the aforementioned structure differences in the former Humana Regions, compliance with the compulsory provider composition per Section 9.6.1.4 of the Contract shall be required only of the PMGs and not the HCOs.

D. QUALITY INCENTIVE PROGRAM: For the former Humana Regions, ASES shall continue to honor the terms of the Humana Agreements with the PMGs, including allocating sufficient funds for the incentives that shall be delivered to physicians after compliance with the required qualification criteria established in the Humana Agreement. Notwithstanding, for the former Humana Regions the Contractor will be subject to all the terms and conditions of the Quality Incentive Program stated in Section 12.5 of the Contract, including the same one and a half percent (1½%) withholding of its Administrative Fee.

E. As stated in Article 61.4 of the Contract, as amended and clarified herein, from October 1, 2013, and subject to the terms and conditions therein agreed:

- Each of the Former Humana Regions is to be considered a Service Region under the Contract;
- Contractor is and shall continue performing the Administrative Services in each Former Humana Region; and
- ASES is and will continue to pay the Contractor the following Per Member Per Month Administrative Fee for each Former Humana Region:

- (a) Southwest \$5.44;
- (b) Southeast \$5.50; and
- (c) East \$5.21.



II. ATTACHMENTS

Attachment 2 of the Contract, Map of Geographical Service Regions, is hereby superseded by the new Attachment 2, which is attached to this Second Amendment to the Contract.

III. RATIFICATION

All other terms and provisions of the original Contract, as amended by Contract Number 2014-000047A, 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.

IV. AMENDMENT EFFECTIVE DATE

This Amendment shall be effective as of October 1, 2013.



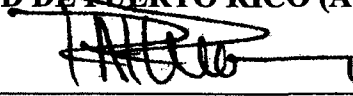
V. ENTIRE AGREEMENT

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 2014-000047A, and as supplemented by this Agreement.

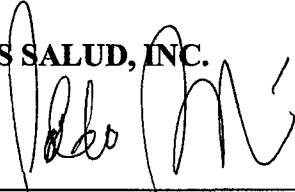
The parties agree that ASES will be responsible for the submission and registration of this Supplement in the Office of the Comptroller General of the Commonwealth, as required under law and applicable regulations.

IN WITNESS WHEREOF, the parties hereto execute this Amendment to the Contract by their duly authorized representatives as of the dates set out below and set their signatures.

ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO (ASES)

BY: 
Ricardo A. Rivera Cardona
Executive Director

TRIPLE-S SALUD, INC.

BY: 
Pablo Almodóvar Scalley
President and CEO

DATE: 6/30/2014

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