



**SECOND AMENDMENT TO CONTRACT
BETWEEN
ADMINISTRACION DE SEGUROS DE SALUD DE PUERTO RICO
AND
TRIPLE-S SALUD, INC. TO ADMINISTER THE PROVISION OF PHYSICAL
HEALTH COMPONENT OF MI SALUD PROGRAM**

CONTRACT NUMBER: 2014-000047C

This **second** amendment, hereinafter referred to as “Amendment”, is executed by and between TRIPLE-S SALUD, INC. (“the Contractor”), an insurance company duly organized and authorized to do business under the laws of the Commonwealth of Puerto Rico, with employer identification number 66-0555677 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 in the Commonwealth of Puerto Rico, with employer identification number 66-050-0678.

WHEREAS, TSS and ASES executed on July 1st, 2013 a Contract for the Administration of the Physical Health component of the MI Salud Program within the Commonwealth of Puerto Rico, (hereinafter referred to as the “Contract”),

WHEREAS, the Contract provides, pursuant to Article 55, that the Parties may amend the Contract by mutual written consent; and

WHEREAS, the Parties desire to amend the Contract to extend the term thereof for nine (9) additional months, as well as modify other provisions of the Contract; and

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. Article 6.6.2 shall be amended as follows:

The Contractor shall make available by any means annual updates of the Provider Directory to all Enrollees.

2. Article 10.5.1.5 shall be amended as follows:

Any capitation payment made by the Contractor to Providers shall be based on sound actuarial methods. The Contractor shall provide its Capitation methodology to ASES for prior approval in writing in the timeframe agreed upon by the parties. All Provider

payments by the Contractor shall be reasonable, and the amount paid shall not jeopardize or infringe upon the quality of the services provided.

3. Article 10.5.8.1 shall be amended as follows:

Except as provided in Section 7.5.12 of this Contract, the PMG shall accept the financial risk of ingredient cost and dispensing fees for pharmacy services relating to Basic Coverage. ASES shall accept the financial risk of ingredient cost and dispensing fees for pharmacy services relating to Special Coverage unless the PMG agrees to a different risk distribution, provided any such change must be previously approved by ASES in writing.

4. Article 12.7.1 shall be amended as follows:

During the Contract Term, the Contractor shall perform at least two (2) satisfaction surveys of Providers and Enrollees. The first survey will encompass the period to be ended on December 31, 2013 and shall be delivered to ASES by January 31, 2014. The second survey will encompass the period to be ended on June 30, 2014 and shall be delivered to ASES by July 31, 2014. The survey for Enrollees shall use the CAHPS survey instrument. After July 1, 2014 Contractor shall not perform additional surveys.

5. Article 16.6 shall be deleted. [Vieques & Guaynabo]

6. Article 21 of the Contract shall be amended as follows; Articles 21.3, 21.4 and 21.5 shall remain in full force and effect:

21.1 Subject to and upon the terms and conditions herein, this Contract shall continue in full force and effect for an additional period of nine (9) months commencing on July 1, 2014 and shall terminate on March 31, 2015 (the "Termination Date").

21.2 The parties acknowledge that for purposes of this Amendment the defined Contract Term shall be determined to include the term commencing on July 1, 2013 up to the termination date of March 31, 2015.

7. The following amended attachment, copy of which are included, are incorporated to or substituted in the Contract:

Attachment #10 –Adjustment required by Milliman considering the extension of the Contract

II. RATIFICATION

All other terms and provisions of the Contract, and of any and all documents incorporated by reference therein, remain unaltered and in full force and effect. The parties hereby affirm their respective undertakings and representations as set forth therein, as of the date



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thereof. Capitalized terms used in this Amendment, if any, shall have the same meaning assigned to such terms in the Agreement.

III. AMENDMENT EFFECTIVE DATE

This Amendment shall be effective as of July 1, 2014.

IV. ENTIRE AGREEMENT

This Amendment constitutes the entire understanding and agreement of the parties with regards to the subject matter hereof, and supersedes any and all prior or contemporaneous communications, representations, understandings and agreements, either oral or written concerning the subject matter hereof.

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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Contract, as of the dates set out below:

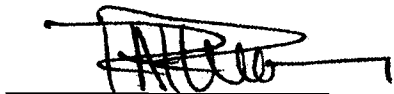
Triple-S Salud, Inc.



Pablo Almodovar
President and CEO

Date: 6/30/2014

Administración de Seguros de Salud de Puerto Rico (ASES)



Ricardo Rivera Cardona
Executive Director

Date: 6/30/2014

