

**AMENDMENT TO THE CONTRACT BETWEEN
ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO (ASES)
and
TRIPLE-S SALUD, INC.**

**to
ADMINISTER THE PROVISION OF PHYSICAL
AND BEHAVIORAL HEALTH SERVICES UNDER THE GOVERNMENT HEALTH
PLAN**

CONTRACT NUMBER: 2015-000087B

THIS AMENDMENT TO THE CONTRACT BETWEEN ADMINISTRACIÓN DE SEGUROS DE SALUD DE PUERTO RICO (ASES) and TRIPLE-S SALUD, INC. FOR THE PROVISION OF PHYSICAL AND BEHAVIORAL HEALTH SERVICES UNDER THE GOVERNMENT HEALTH PLAN METRO NORTH AND WEST SERVICE REGIONS (the "Amendment") is 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 66-0500678.

WHEREAS, TSS and ASES executed a Contract for the provision of the Physical Health and Behavioral Health Services under the Government Health Plan within the Metro North and West Regions of the Commonwealth of Puerto Rico, on January 15th, 2015 (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

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

- 1. Attachment 8 - Co-Payments
- 2. Attachment 11- Per Member Per Month Payments



II. RATIFICATION

All other terms and provisions of the original Contract, as amended by Contract Number 2015-000087A, 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 2015-000087A, 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 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)**

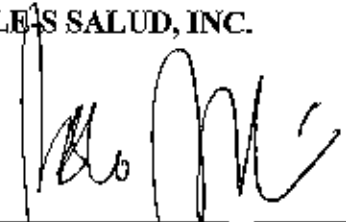
BY: 

Ricardo A. Rivera Cardona
Executive Director

DATE: August 13, 2015

Account No. 252-000-5010-5035

TRIPLE S SALUD, INC.

BY: 

Pablo Almodovar Scalley
President and CEO

DATE: August 13, 2015





ESTADO LIBRE ASOCIADO DE
PUERTO RICO
Administración de Seguros
de Salud de Puerto Rico (ASES)

PUERTO RICO GOVERNMENT HEALTH PLAN CONTRACT

ATTACHMENT 8

COST-SHARING



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SERVICES	CO-PAYES CO-INSURANCE - effective on July 1st 2012					Population	EIA
	Federal	CHIP	300	310	320		
Admissions	\$0	\$3	\$0	\$3	\$5	\$20	\$0
Nursing	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Emergency Room (ER) visit	\$0	\$0	\$0	\$1	\$5	\$10	\$20
Non-emergency visit to a hospital emergency room	\$3.80	\$3.80	\$0	\$15	\$15	\$15	\$20
Therapy	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Primary Care Physician (PCP)	\$0	\$1	\$0	\$0	\$1	\$2	\$2
Specialist	\$0	\$1	\$0	\$1	\$5	\$4	\$7
Sub-Specialist	\$0	\$1	\$0	\$1	\$5	\$5	\$10
Preventive services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
High-Tech Laboratories	\$0	\$0	\$0	\$1	\$1	\$2	\$3
Clinical Laboratories	\$0	\$0	\$0	\$1	\$1	\$2	\$3
X-Rays	\$0	\$0	\$0	\$1	\$1	\$2	\$3
Special Diagnostic Tests	\$0	\$1	\$0	\$1	\$2	\$2	\$5
Therapy - Physical	\$0	\$1	\$0	\$1	\$2	\$2	\$5
Therapy - Respiratory	\$0	\$1	\$0	\$1	\$2	\$2	\$5
Therapy - Occupational	\$0	\$1	\$0	\$1	\$2	\$2	\$5
Wax/ies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Healthy Child Care	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Preventive (Child)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Preventive (Adult)	\$0	\$1	\$0	\$0	\$1	\$2	\$3
Rehabilitative	\$0	\$1	\$0	\$1	\$1	\$5	\$6
Genetics (Children 0-18)	\$0	\$0	\$0	\$0	\$0	\$0	\$5
Genetics (Adult)	\$1	\$1	N/A	\$1	\$2	\$3	\$8
Genetics (Child 0-18)	\$0	\$0	\$0	\$0	\$0	\$0	\$10
Genetics (Adult)	\$2	\$3	N/A	\$2	\$4	\$5	\$10
PHARMACEUTICALS	100	110	250	300	310	320	400

Co-pays may apply to children ages over eighteen (18) as well as to adults as established in 42 CFR 447.53(b) the following exceptions will be applicable for federal population under code 110:

(a) Exemptions from cost sharing. The plan may not provide for impositions of a deductible, co-payment, or similar charge upon categorically or medically needy individuals for the following:

(1) Children. Services furnished to individuals under 28 years of age (and, at the option of the State, individuals under 21, 20, or 19 years of age, or any reasonable category of individuals 18 years of age or over but under 21) are excluded from cost sharing.

(2) Pregnant women. Services furnished to pregnant women if such services related to the pregnancy or to any other medical condition which may complicate the pregnancy or be excluded from cost sharing obligations. These services include routine prenatal care, labor and delivery, routine post-partum care, family planning services, complications of pregnancy or delivery likely to affect the pregnancy, such as hypertension, diabetes, urinary tract infection, and services furnished during the postpartum period for conditions or complications related to the pregnancy. The postpartum period is the immediate postpartum period which begins on the last day of pregnancy and extends through the end of the month in which the 60-day period following termination of pregnancy ends. States may further exclude from cost sharing all services furnished to pregnant women if they desire.

(3) Institutionalized individuals. Services furnished to any individual who is an inpatient in a hospital, long-term care facility, or other medical institution if the individual is required pursuant to 42 CFR 725.5435, 726, 9435-932, or 9435-932, as a condition of receiving services in the institution, to spend all but a minimal amount of his income required for personal needs, for medical care costs are excluded from cost sharing.

2

- (4) Emergency services. Service as defined at section 1952(b)(2) of the Act and §438.114(a).
- (5) Family planning. Family planning services and supplies furnished to individuals of child-bearing age are excluded from cost sharing.
- (6) American Indians. Items and services furnished to an American Indian directly by an American Indian health care provider or through referral under contract health services.

Pharmacy Management Program



ATTACHMENT 11

Per Member Per Month Payments Per Region

Region	Contracted PMPM
Metro North	178.36
West	140.61



2

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