



**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: 2015-000087C

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.

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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 Contractor managed a High-Utilizers Program under the previous TPA Contract by and between the Contractor and ASES, Contract #14-047, and has continued to do so uninterruptedly, pursuant to Articles 1.7.1, 21.1, 38.2.2, and 58.4 of the Contract, and Normative Letter #14-0606;

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WHEREAS, this Amendment is intended to further detail and/or clarify ASES' and Triple-S' responsibilities with regards to the management of the High-Utilizers Program under this 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 to Article 2 the following defined term as follows:**

Stakeholders: The stakeholders shall be, but are not limited to: ASES, MCO's, Hospitals, Physicians/PCP, medical groups, specialist, MBHO's, laboratories, pharmacies, pharmaceutical companies, government agencies (PR Health Department, Education Department, Family Services Department, Housing Department, Power and Water Authorities, among others) and community resources (private institutions, charitable organizations, social and educational organizations, foundations, associations, municipalities programs, among others).

2. **The Contract shall be amended to incorporate new Article 7.14 as follows:**

7.14 HIGH-UTILIZERS PROGRAM- DEVELOPMENT, ESTABLISHMENT AND ADMINISTRATION

7.14.1 The Contractor shall manage the High-Utilizers Program for the Contract Term pursuant to the High Utilizers Program Guidelines found at Attachment 25 of this Contract for all Regions of the Government Health Plan ("GHP").

7.14.2 Pursuant to the High-Utilizers Program Guidelines found at Attachment 25 of the Contract, the Contractor's High-Utilizers Program shall provide the following services, at a minimum, but not exclusively:

7.14.2.1 Coordinated care using a strong interdisciplinary care team approach that is supported through coordinated efforts with the members' PCPs.

7.14.2.2 Establish contact with, and enroll in the Program, the High-Utilizer population identified by ASES and as defined by ASES' methodology in Attachment 25.

7.14.2.3 High-Utilizer Management: All Enrollee members will be administered a Health Risk Assessment (HRA) which will assist in the identification of the member's health care needs. The Contractor shall submit the HRA format to ASES for its approval.

7.14.2.4 Medical Oversight: The Contractor's Medical Director and Case Management Teams shall oversee each case, and communicate, coordinate and educate the providers involved in the care of the members, including Primary Care Physicians (PCPs) partners.

7.14.2.5 Member Education- The Contractor shall educate members in the Program, as well as their Primary Care Medical Group, to ensure that once these

members finish their participation, they will continue to have control of their care and social and behavioral issues.

17.14.2.6 Coordination of Services/Transition of Care: For members admitted into hospitals, the Contractor will provide direct support with medical coordination and visits to each member.

17.14.2.7 Manage patient information to document quality improvement and savings.

17.14.3 The Contractor shall submit to ASES on a monthly basis a report on each of the categories listed in articles 17.14.2.2-17.14.2.6 of this Contract.

7.14.4 The Contractor, with the approval of ASES, shall assemble a High-Utilizer Team that includes, but is not limited to:

- 7.14.4.1 Program Director;
- 7.14.4.2 Medical Director;
- 7.14.4.3 Resource Center Director;
- 7.14.4.4 Nurse Supervisor;
- 7.14.4.5 Health Service Representative;
- 7.14.4.6 Social Workers;
- 7.14.4.7 Psychologists;
- 7.14.4.8 Nutritionist; and
- 7.14.4.9 Health Educators



7.14.5 The High-Utilizer Team shall be responsible for selecting members, creating plans of care with both clinical and social/behavioral interventions, educating members and providers, executing plans of care, and coordinating services with the Stakeholders.

7.14.6 ASES shall pay the Contractor, a monthly fixed payment equal to the number of patients enrolled in the High-Utilizer Program as of the last day of the month preceding the month in which payment is made, multiplied by the fixed seventy five dollars (\$75.00) monthly fee agreed to between the Contractor and ASES. ASES will pay the Contractor for a maximum of 8,000 patients, 1,000 patients per each of the Service Regions of the GHP (Attachment 2), enrolled in the High-Utilizer Program as of the last day of the month preceding the month in which payment is made. The due date for the monthly fixed payment corresponding to the certified beneficiaries of the High-Utilizer Program to the Contractor shall be the fifth (5th) day of each month. However, ASES shall have the right to make partial payments throughout the month, provided that payment in full will be made on or before the last day of each month. The monthly fixed payment made based upon the number of patients enrolled in the High-Utilizer Program as of the last day of the preceding month will be reconciled to the actual number of patients enrolled in the High-Utilizer Program for that month when that information is available and appropriate monthly fixed payment adjustments will be made. In order to receive the monthly capitated payment for the certified Enrollees in the High Utilizer Program, the Contractor must submit the following documentation:



7.14.6.1 Monthly Invoice per Service Region; and

7.14.6.2 Certified list of beneficiaries enrolled in the High Utilizer Program as of the last day of the month preceding the month in which payment is made.

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

1. Attachment 25

II. RATIFICATION

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

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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. The Parties shall promptly negotiate in good faith to revise the Amendment to respond to requirements and conditions mandated by CMS in the approval process, if any. In the event that the Amendment is rejected by CMS or the Parties are unable to reach an agreement pertaining to the requirements of CMS and therefore the Amendment cannot be revised by the Parties to meet the requirements or conditions raised by CMS, then, the Contract shall automatically terminate ten (10) days following the date of CMS' rejection or the Parties' failure to reach an agreement and therefore the Parties shall work in good faith to develop a suitable transition plan.

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 on April 1, 2015. However, this Amendment shall not be signed by the parties without first obtaining CMS' consent and approval.

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

Third Amendment to the Contract hereby ratify all of the terms and conditions of the Contract, as amended by Contracts Number 2015-000087A and 2015-000087B, and as supplemented by this Agreement.

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

(Signatures in the following page)



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SIGNATURE PAGE

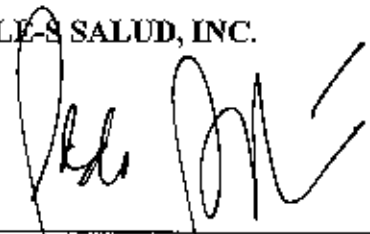
IN WITNESS WHEREOF, the parties hereto execute this Amendment to the Contract by their duly authorized representatives as of the dates set out below and set their signatures.

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

BY: 
Ricardo A. Rivera Cardona
Executive Director

DATE: 9/30/2015

TRIPLE-S SALUD, INC.

BY: 
Pablo Almodóvar Scalley
President and CEO

DATE: 9/30/2015

Account No.: 252-000-5010-5035

