HIGHMARK. Delaware

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AMENDMENT #1

To the

ADMINISTRATIVE SERVICES AGREEMENT

Between

HIGHMARK BLUE CROSS BLUE SHIELD DELAWARE

And The

STATE OF DELAWARE, OFFICE OF MANAGEMENT AND BUDGET (OMB)

Effective July 1, 2013, the Administrative Service Agreement (State – Administrative Services Agreement – 07/01/12) is amended as follows:

I. ENTIRE AGREEMENT

A. All references to Blue Cross Blue Shield of Delaware are deemed to refer to Highmark BCBSD, Inc. d/b/a Highmark Blue Cross Blue Shield Delaware.

B. All references to BCBSD are deemed to refer to Highmark Delaware.

C. All references to bcbsde.com are deemed to refer to highmarkbcbsde.com.

II. DUTIES AND RESPONSIBILITIES OF BCBSD

A. Section IV.D.5. Records and Reports, is revised to read:

Highmark Delaware agrees to establish, maintain and provide to the Plan Sponsor, records and reports generated for the purposes of reporting claims experience in accordance with Exhibit C of this Agreement. Changes to the Master Report List (Exhibit C) that are made subsequent to the effective date of this Agreement will be mutually agreed upon by the parties in writing, with the date of the change reflected as the Revision Date and with a copy provided to each party. Highmark Delaware will not provide any information with regard to provider pricing agreements or any other information that is of a confidential or proprietary nature, as determined by Highmark Delaware.

III. EXHIBIT A – QUALIFIED GROUP HEALTH PLAN

The Qualified Group Health Plan is modified as follows:

A. The Qualified Group Health Plan

1. "A Guide to Your Health Care Benefits" State of Delaware First State Basic Plan (Print date 05/14/13)
2. "A Guide to Your Health Care Benefits" State of Delaware Comprehensive PPO Plan (Print date 05/14/13)
3. "A Guide to Your Health Care Benefits" State of Delaware Blue Care® HMO Plan (Print date 05/14/13)

EXHIBIT B

FINANCIAL EXHIBIT

For the

STATE OF DELAWARE

For the Contract Term July 1, 2012 through June 30, 2014

A. Access Fee Limit

Network Access Fees will be waived for claims incurred within the Contract Term if the Plan Sponsor's Employee[1] enrollment exceeds fifty thousand (50,000) during the Contract Term.

If the Employee[1] enrollment drops below fifty thousand (50,000), Network Access Fees may be charged for services rendered outside of the Delaware provider service areas. The Access Fee charged would be the lesser of [redacted] percent of the savings that BCBS Plans obtain from providers, up to a maximum of [redacted] per claim. Any Access Fee charged will be included in Claims Cost.

Irrespective of any waiver of Access Fees for claims incurred in the current Contract Term, Access Fees may be assessed for claims incurred prior to the start of the Contract Term at the rate applicable to the relevant Contract Term during which the claim was incurred.

B. Case Management Fee – Plan Sponsor shall pay Highmark Delaware for coordination services with Alere for case management. The parties agree that any changes to this fee after June 30, 2014 will not exceed the administrative fee rate cap of three percent (3%) from the previous contract year.

Fee (Per Covered Employee[1] Per Month; applies to all products except Medicfill) ..... $[redacted]

C. NIA Advanced Radiology Review Charge (Per Covered Employee[1] Per Month) ..... $[redacted]

D. Provider Discount

100% of the Provider Discount amounts generated on the Plan Sponsor's claims will be credited to the Plan Sponsor.

E. Monthly Retention Charge

- Per Covered Employee[1] Per Month for First State Basic and Comprehensive PPO and Blue Select POS ..... [redacted]
- Per Covered Employee[1] Per Month for CDH Gold HRA PPO ..... $[redacted]
- Per Covered Employee[1] Per Month for Blue Care HMO ..... [redacted]
- Per Covered Employee[1] Per Month for Special Medicfill ..... [redacted]

F. Delaware Health Information Network (DHIN)

During Fiscal Year 2014, the State of Delaware's Group Health Insurance Program shall participate in the Delaware Health Information Network (DHIN). Effective May 23, 2013, and due to the terms of a separate agreement signed by State of Delaware's Group Health Insurance Program and DHIN, a fee of [redacted] Per Covered Member Per Month shall be billed to Plan Sponsor as a DHIN Administrative Fee as a separate item on the monthly invoice identified in this Exhibit.

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1 Employee shall mean any Employee, elected or appointed official, retiree, pensioner or other covered person who is eligible for, and enrolled in, health benefit coverage under the State of Delaware Employee Health Care Plan (the Group Health Plan) and their enrolled spouses and children.

Amendment 1

Attached to and made a part of the Master Services Agreement MSA-863728

an agreement between

Aetna Life Insurance Company
(hereinafter referred to as Aetna)

and the Customer

State of Delaware

Nothing contained in this amendment shall be held to alter or affect any of the terms of the Services Agreement other than as herein specifically stated.

It is understood and agreed as follows:

1. Customer (also referred to as "Health Plan") is recognized as client as described in the attached Memorandum of Understanding between Delaware Health Information Network (DHIN) and Aetna, for the purposes of participating in the Delaware Health Information Network, the intent of which is to facilitate Health Plan access to clinical data to the extent permissible by law.
2. Customer/Health Plan instructs Aetna to pay on a pass-through basis, a monthly access fee to DHIN, on Customer's/Health Plan's behalf, in satisfaction of the terms of item 10, Page 3, of the attached Memorandum of Agreement between Aetna and DHIN. The fee paid by Aetna will be funded by Customer/Health Plan in accordance with item 3 below and in advance of Aetna's payment to DHIN. Any deviation to the terms of item 10, as to the terms of this arrangement/service (including but not limited to payment on a per-employee-per month fee basis rather than on a per-member-per month fee basis) will require the express written agreement of Aetna and DHIN. Otherwise, the terms of item 10, as written in such Memorandum of Understanding, will prevail as defining the payment obligations to DHIN.
3. Aetna will invoice Customer/Health Plan monthly for payment of an amount of [redacted] per employee per month in satisfaction of the obligations above. Customer will have 31 calendar days to provide this amount. Aetna shall have no liability for providing funds to the DHIN in event of any non-payment of the appropriate amount of such funds by Customer/Health Plan nor be responsible for any termination action as a result of failure to provide the required payments.

In Witness Whereof, Aetna has signed this amendment at **Hartford, Connecticut**, to become effective May 1, 2013 and continue through June 30, 2014 unless otherwise agreed to in writing between the Parties.

Signed by Aetna May 1, 2013.

Original On File

By:

Mark T. Bertolini
Chairman, Chief Executive Officer and President

MSA Amend