



P.O. Box 1991  
Wilmington, DE 19899.1991  
highmarkbcbdsde.com

**AMENDMENT #3**  
**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, 2015, the Administrative Service Agreement (State – Administrative Services Agreement – 07/01/12) Is amended as follows:

**I. DUTIES AND RESPONSIBILITIES OF THE PLAN SPONSOR**

The following are added as Sections III.I

**I. Financial Settlements.**

Plan Sponsor acknowledges and agrees that Claims Administrator may, from time to time, enter into financial settlements (and actuarially determined settlements for Paid Claims) with Providers for, among other reasons, routine Claims adjustments, delayed rate adjustments, cost rate adjustments, Payment Innovations Programs, and Incentive program adjustments. As such, the outcome of these settlements could result in an additional charge or credit being issued to Plan Sponsor during or after the applicable contract year. The parties understand and agree that any such charge or credit shall not result in a corresponding adjustment to amounts paid or not paid by Members in connection with Claims relating to the settlement.

Section IV.H is deleted from the Agreement.

**II. DUTIES AND RESPONSIBILITIES OF HIGHMARK DELAWARE**

Sections IV.G is replaced with the following:

**G. Subrogation**

Unless otherwise directed by Plan Sponsor, Claims Administrator is hereby delegated full authority to pursue Subrogation and related third party recovery rights as agent for Plan Sponsor. To that end, Claims Administrator may engage the services of a subrogation management firm to assist with the identification and management of Subrogation cases and fees of not more than thirty percent (30%) of any recovery shall be deducted in connection with the Subrogation efforts.

FINANCIAL EXHIBIT  
For the  
STATE OF DELAWARE

For the Contract Term July 1, 2015 through June 30, 2016

A. Access Fee Limit

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

If the Employee<sup>1</sup> 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. Provider Discount

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

C. Monthly Retention Charge (Per Covered Employee<sup>1</sup> Per Month)

Except for Special Medicfill, the Monthly Retention Charges displayed below include an NIA Advanced Radiology Review Charge of \$0. [redacted] Per Covered Employee<sup>1</sup> Per Month.

• First State Basic, Comprehensive PPO and Blue Select POS Plan .....	\$ [redacted]
• CDH Gold HRA PPO Plan .....	\$ [redacted]
• HMO Plan .....	\$ [redacted]
• Special Medicfill Plan .....	\$ [redacted]

D. Delaware Health Information Network (DHIN)

During Fiscal Year 2016, 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 \$0. [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.

E. Programming

Highmark Delaware will provide fifty (50) hours of programmer time during the Contract Term as needed to support the report requirements described in Exhibit D, or such other requests as needed and mutually agreed upon by the parties. Programming required by the Plan Sponsor in excess of this limit will be charge to the Plan Sponsor, subject to the Plan Sponsor's approval of the scope of work, at a rate of \$ [redacted] per hour.

Plan Sponsor will not be responsible for programming time necessitated by the move to the Highmark Delaware platform.

### THIRD AMENDMENT TO MASTER SERVICES AGREEMENT-863728

This THIRD AMENDMENT OF THE MASTER SERVICES AGREEMENT-863728 (this "Amendment") is effective as of July 1, 2015 and is between Aetna Life Insurance Company, on behalf of itself and its affiliated health maintenance organizations (collectively, "Aetna") and State of Delaware ("Customer").

Aetna and Customer are parties to a Master Services Agreement effective as of July 1, 2012, (the "Agreement") and want to amend the Agreement as set forth below.

The parties therefore agree as follows:

1. The State of Delaware has agreed to add the following Disease Management and Wellness programs:

- a. **Aetna Health Connections<sup>SM</sup> Disease Management:**

Aetna Health Connections Disease Management is an enhancement to Aetna's medical/disease management spectrum and will target Plan Participants at risk for high cost who have actionable gaps in care, engage the Plan Participants at the appropriate level, and assist the Plan Participant to close gaps in care in order to avoid complications, improve clinical outcomes and demonstrate medical cost savings. The Aetna Health Connections Disease Management program will provide the following:

Disease management of over 35 chronic conditions:

- A vascular cluster consisting of diabetes (adult and pediatric), heart failure, coronary artery disease, cerebrovascular disease/stroke, hypertension (adult and pediatric), hyperlipidemia (high cholesterol) and peripheral artery disease
- A pulmonary cluster consisting of asthma (adult and pediatric) and COPD
- A cancer cluster including cancers such as breast, lung, prostate, colorectal, lymphoma/leukemia, and general cancer (as a comorbidity)
- A gastrointestinal cluster consisting of gastro esophageal reflux disease (GERD), peptic ulcer disease, chronic hepatitis, inflammatory bowel disease (Crohn's disease and ulcerative colitis)
- An orthopedic/rheumatologic cluster consisting of osteoporosis, osteoarthritis (as a comorbidity) rheumatoid arthritis, osteopenia (as a comorbidity), and chronic low back pain
- A neurological/geriatric cluster consisting of geriatrics, migraines, seizure disorders and Parkinsonism
- A renal cluster consisting of chronic kidney disease and end stage renal disease
- A comprehensive set of other conditions consisting of cystic fibrosis (adult and pediatric), HIV, hypercoagulable state (blood clots), weight management (adult and pediatric), sickle cell anemia (adult and pediatric), and depression (as a comorbidity) that vary in prevalence and severity across populations

Aetna - FY16 Amnd #3 (P&S separate doc)