

## **MODIFICATION TO HEALTH PLAN ADMINISTRATION AND SERVICES CONTRACT EPO**

THIS EIGHTH MODIFICATION AGREEMENT is made this 20 of March 2013 by and between CareFirst Blue Choice, Inc. (Contractor) and the State of Maryland, acting through the Department of Budget and Management.

IN CONSIDERATION of the promises and the covenants herein contained, the parties agree to modify the Contract, as amended by a First Modification dated July 1, 2009, a Second Modification dated October 8, 2009, a Third Modification dated March 10, 2010 a Fourth Modification dated November 17, 2010, a Fifth Modification dated July 1, 2011, a Sixth Modification dated August 12, 2011, and a Seventh Modification dated June 4, 2012 between the Contractor, and the State of Maryland acting through the Department of Budget and Management as follows:

### **1. Definitions**

In this Modification, the following words have the meanings indicated:

- 1.1 "Calendar Plan Year" means the twelve-month period of benefit coverage beginning January 1 and ending December 31.
- 1.2 "Contract" means the Contract for Health Plan Administration and Services, between the Contractor and the State of Maryland acting through the Department of Budget and Management dated March 18, 2009.
- 1.3 "Contractor" means CareFirst Blue Choice, Inc.
- 1.4 "Contract Year 5" means the fifth year of the Contract beginning July 1, 2013 through June 30, 2014, as defined in the Financial Proposal.
- 1.5 "Department" means the Maryland Department of Budget and Management.
- 1.6 "Financial Proposal" means Contractor's Financial Proposal dated November 19, 2008.
- 1.7 "Fiscal Plan Year" means the twelve-month period of benefit coverage beginning July 1 and ending June 30.
- 1.8 "Modification" means this Modification Agreement.
- 1.9 "RFP" means Request for Proposals for Health Plan (PPO, POS, HMO/EPO) Administration and Services, No. F10B82000015, dated April 14, 2008 and as amended through January 13, 2009
- 1.10 "Short Plan Year" means the six-month period of benefit coverage beginning July 1, 2013 and ending December 31, 2013.

1.11 "Short Plan Year Open Enrollment" means the Open Enrollment period prior to the Short Plan Year.

1.12 "State" means the State of Maryland.

1.13 "Technical Proposal" means Contractor's Technical Proposal dated June 18, 2008.

## **2. Scope of Modification**

This Modification amends the Contract specifically as described herein. Except as specifically revised by the terms of this Modification, all of the terms of the Contract shall remain in full force and effect.

## **3. Term of the Contract**

Section 3 of the Contract shall be amended to extend the Contract end date from June 30, 2014 to December 31, 2014.

## **4. Plan Year**

4.1 The 2014 Fiscal Plan Year, beginning July 1, 2013, will be converted to the Short Plan Year ending December 31, 2013.

4.2 A Calendar Plan Year will commence January 1, 2014 and terminate at the end of the Contract, as amended in this Modification, on December 31, 2014.

4.3 All references in the Contract, including documents incorporated therein, to "fiscal year", "plan year", or "year" with regard to plan design, administering benefits, and obligations of the Contractor impacted by the change from the Fiscal Year Plan to the Calendar Year Plan are replaced with "Calendar Plan Year," as the case may be.

## **5. Open Enrollment Services**

The Contractor agrees to provide all Open Enrollment Services, as specified in the Contract, for both the Short Plan Year and the 2014 Calendar Plan Year.

## **6. Short Plan Year Provisions**

6.1 The Contract Year 5 Administration and Network Access Fees and premium rates required by the RFP, Attachment V-4 and V-5, and any and all rates quoted by the Contractor in its Financial Proposal with regard to Contract Year 5 shall apply to the Short Plan Year without increase. All provisions in the RFP, Contract, and all documents incorporated therein specific to Contract Year 5, or the Fiscal Plan Year period of July 1, 2013 through June 30, 2014 shall apply to the Short Plan Year.

**6.2** Performance Guarantees and Reporting Requirements as defined in the RFP shall remain in effect for the Short Plan Year except as modified as follows:

**(a)** All Fiscal Plan Year annual Performance Guarantees, annual Reporting Requirements, and any annual provision of the Technical Proposal apply to the Short Plan Year covering the period July 1, 2013 through December 31, 2013.

**(b)** During the Short Plan Year, Fiscal Plan Year quarterly Performance Guarantees, quarterly Reporting Requirements, and any quarterly provision of the Technical Proposal will be made available for Quarter 1 (ending September 30, 2013) and Quarter 2 (ending December 31, 2013).

**7. 2014 Calendar Plan Year Provisions**

**7.1** The Contract Year 5 Administration and Network Access Fees and premium rates required by the RFP, Attachment V-4 and V-5, and any and all rates quoted by the Contractor in its Financial Proposal with regard to Contract Year 5 shall apply to the 2014 Calendar Plan Year without increase. All provisions in the RFP, Contract, and all documents incorporated therein specific to Contract Year 5, or the Fiscal Plan Year period of July 1, 2013 through June 30, 2014 shall apply to the 2014 Calendar Plan Year.

**7.2** Performance Guarantees and Reporting Requirements as defined in the RFP shall apply to the Calendar Plan Year as provided in the Contract and as amended herein.

**7.3** For the 2014 Calendar Plan Year, the Quarterly periods will be amended and defined as follows:

First Quarter:	January-March
Second Quarter:	April-June
Third Quarter:	July-September
Fourth Quarter:	October-December

**7.4** The schedule of quarterly plan performance measurement report cards required by the RFP Attachment U-14, Performance Guarantee 5 shall be:

First Quarter:	Due May 1 <sup>st</sup>
Second Quarter:	Due August 1 <sup>st</sup>
Third Quarter:	Due November 1 <sup>st</sup>
Fourth Quarter:	Due February 1 <sup>st</sup>

**7.5** The schedule of quarterly plan performance measurement report cards required by the RFP Attachment U-14, Performance Guarantee 6 shall be:

First Quarter:	Due July 15 <sup>th</sup>
Second Quarter:	Due October 15 <sup>th</sup>
Third Quarter:	Due January 15 <sup>th</sup>

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Fourth Quarter: Due April 15<sup>th</sup>

8.0 Cost Sharing [redacted]

In accordance with the August 2011 guidelines provided by the federal department of Health and Human Services which expanded the list of women's preventive care that is not subject to cost sharing under the Affordable Care Act of March 2010, the following modifications are added to this Contract:

4/15/13

4/15/13

No cost sharing will apply to the rental of the least expensive breast pump that meets the member's needs, limited to one per birth. Equipment must be obtained through a durable medical equipment provider participating in the medical plan's network.

[redacted] 3

The following services will be provided at no cost sharing as noted in the chart below

Preventive Service	Frequency
Well woman visits	One per plan year or as necessary based on a woman's health status, health needs, and risk factors.
Screening for gestational diabetes	Between 24 and <u>28</u> weeks of pregnancy and at first prenatal visit for high risk pregnant women. <i>MP 4/15/13</i>
Human Papilloma Virus (HPV) DNA testing	Once every three years after reaching age 30.
Counseling for sexually transmitted infections	Once per plan year.
Counseling and screening for human immune-deficiency virus (HIV)	Once per plan year.
Screening and counseling for interpersonal and domestic violence	Once per plan year.
Contraceptive methods and counseling - IUDs and tubal ligations	As prescribed.

IN WITNESS THEREOF, the parties have executed this Modification Agreement #8 as of the date hereinabove set forth.

CONTRACTOR:  
CAREFIRST BLUE CHOICE, INC.

STATE OF MARYLAND:  
DEPARTMENT OF BUDGET AND  
MANAGEMENT

[redacted signature area]

By: \_\_\_\_\_  
3/18/2013

[redacted signature area]

By: T. Eloise Foster, Secretary

Date \_\_\_\_\_

Witness \_\_\_\_\_

Fourth Quarter: Due April 15<sup>th</sup>

**8.0 Copays**

In accordance with the August 2011 guidelines provided by the federal department of Health and Human Services which expanded the list of women's preventive care that is not subject to copays under the Affordable Care Act of March 2010, the following modifications are added to this Contract:

No copay will apply to the rental of the least expensive breast pump that meets the member's needs, limited to one per birth. Equipment must be obtained through a durable medical equipment provider participating in the medical plan's network.

The following services will be provided at no copay as noted in the chart below:

<b>Preventive Service</b>	<b>Frequency</b>
Well woman visits	One per plan year or as necessary based on a woman's health status, health needs, and risk factors.
Screening for gestational diabetes	Between 24 and 26 weeks of pregnancy and at first prenatal visit for high risk pregnant women.
Human Papilloma Virus (HPV) DNA testing	Once every three years after reaching age 30.
Counseling for sexually transmitted infections	Once per plan year.
Counseling and screening for human immunodeficiency virus (HIV)	Once per plan year.
Screening and counseling for interpersonal and domestic violence	Once per plan year.
Contraceptive methods and counseling – IUDs and tubal ligations	As prescribed.

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**CONTRACTOR:**  
**CAREFIRST BLUE CHOICE, INC.**

**STATE OF MARYLAND:**  
**DEPARTMENT OF BUDGET AND**  
**MANAGEMENT**

[Redacted Signature]

By:

3/18/2013

[Redacted Signature]

Witness

[Redacted Signature] *ter*

By:

4-3-13

[Redacted Signature]

Witness

APPROVED FOR FORM AND LEGAL SUFFICIENCY

THIS 2<sup>d</sup> DAY OF April, 2013.



ASSISTANT ATTORNEY GENERAL

APPROVED BY BPW: 3/20/13  
(Date)

10-5 mod  
(BPW Item#)