

**FIFTH MODIFICATION TO BEHAVIORAL HEALTH AND EMPLOYEE ASSISTANCE PROGRAM  
PLAN (EAP) BENEFITS ADMINISTRATION SERVICES CONTRACT  
F10B0400011**

THIS FIFTH MODIFICATION AGREEMENT is made this 20<sup>th</sup> day of March, 2013 by and between APS Healthcare Bethesda, Inc. (the "Contractor"), Universal American Corp. ("Guarantor"), and the State of Maryland, acting through the Department of Budget and Management (the "State").

IN CONSIDERATION of the promises and the covenants herein contained, the parties agree to modify the contract dated April 5, 2011 for Behavioral Health and EAP Benefits Administration Services [F10B0400011] dated January 4, 2013, which was amended by a First Modification dated June 9, 2011, a Second Modification dated April 27, 2012, a Third Modification dated May 30, 2012, and Fourth Modification dated June 29, 2012 (the "Contract"), by and between the State, the Contractor, and the Guarantor, 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 Behavioral Health and EAP Benefit Administration Services [F10B0400011], between the Contractor and the State of Maryland acting through the Department of Budget and Management dated January 4, 2013.
- 1.3 "Contractor" means APS Healthcare Bethesda, Inc.
- 1.4 "Contract Year 3" means the third 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 the Contractor's Best and Final Offer #3/Financial Proposal dated January 6, 2011.
- 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 the Request for Proposals for Behavioral Health and EAP Benefit Administration Services, Solicitation No. F10B0400011 including attachments and Excel worksheets, dated April 29, 2010, and as amended through December 27, 2010.

- 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 the Contractor’s Technical Proposal, dated June 30, 2010, as amended and supplemented through September 9, 2010 by the Contractor’s responses to cure/clarification questions and a technical best and final offer.

**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 3 Administration Fees and Physician Network Discounts and premium rates required by the RFP, Attachment K, and any and all rates quoted by the Contractor in its Financial Proposal with regard to Contract Year 3 shall apply to the Short Plan Year

without increase. All provisions in the RFP, Contract, and all documents incorporated therein specific to Contract Year 3, or the Fiscal Plan Year period of July 1, 2013 through June 30, 2014 shall apply to the Short Plan Year.

**6.2** Deductibles and Out-of-Pocket Maximums will be cut in half for the Short Plan Year and the Contract amended as follows (combined with the Medical PPO and POS Plans):

**(a)** Short Plan Year Out-of-Network Deductibles:

Individual:	\$125
Family:	\$250

**(b)** Short Plan Year In-Network Out-of-Pocket Coinsurance Maximums:

Individual:	\$500
Family:	\$1,000

**(c)** Short Plan Year Out-of-Network Out-of-Pocket Coinsurance Maximums:

Individual:	\$1,500
Family:	\$3,000

**6.3** 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 3 Administration Fees and Physician Network Discounts and premium rates required by the RFP, Attachment K, and any and all rates quoted by the Contractor in its Financial Proposal with regard to Contract Year 3 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 3, 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

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

CONTRACTOR:  
APS HEALTHCARE BETHESDA, INC.

[Redacted Signature]

By: Jerome V. Vaccaro, MD, President

[Redacted Signature]  
Date: 3-18-2013

[Redacted Signature]  
Witness: [Redacted Signature]

STATE OF MARYLAND:  
DEPARTMENT OF BUDGET AND  
MANAGEMENT

[Redacted Signature]

By: T. Eloise Foster, Secretary

[Redacted Signature]  
Date: 4/3/13

[Redacted Signature]  
Witness: [Redacted Signature]

UNIVERSAL AMERICAN CORP., GUARANTOR

[Redacted Signature]

By: David Mande, Senior VP

[Redacted Signature]  
Witness: [Redacted Signature]

3-18-2013

Date:

APPROVED FOR FORM AND LEGAL SUFFICIENCY

THIS 20 DAY OF April, 2013.

[Redacted Signature]  
ASSISTANT ATTORNEY GENERAL

APPROVED BY BPW: 20 March 2013  
(Date)

12-5-1607  
(BPW Item#)