

SECOND RUN-OUT AMENDMENT TO THIRD PARTY CLAIMS ADMINISTRATION
CONTRACT WITH THE STATE OF MONTANA DEPARTMENT OF CORRECTIONS,
CONTRACT #03- 004-CSD

Blue Cross and Blue Shield of Montana, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("BCBSMT") and the State of Montana Department of Corrections ("Department") (BCBSMT and Department jointly referred to as the "Parties") agree that the Third Party Claims Administration Contract, Contract # 03-004-CSD ("Agreement") which was made effective on March 27, 2003, by the Parties, is amended (this document hereinafter referred to as the "Amendment") as follows:

1.0 RUN-OUT SERVICES

1.1. The Parties agree that BCBSMT will not process Department claims that reflect dates of service on or after January 1, 2016. Claims that reflect dates of service on or after January 1, 2016 will be processed by the State of Montana Medicaid Program.

1.2 Run-Out Services. BCBSMT agrees to process " run-out claims", i.e., claims reflecting dates of service on or before December 31, 2015 but which were not submitted to BCBSMT prior to December 31, 2015. The period during which BCBSMT will process run-out claims is January 1, 2017, through December 31, 2017 (" Run-Out Period").

(a) BCBSMT agrees to process or adjust run-out claims reflecting dates of service on or before December, 31, 2015 upon receipt of a written request from the Department specifying the claims to be processed or adjusted. The Run-Out Period expires December 31, 2017. The Department agrees to pay BCBSMT an administrative fee of \$15 (fifteen dollars) per processed or adjusted claim processed during the Run-Out Period in lieu of a per member per month administrative fee. The Department shall be liable for the payment of all clean claims and adjustments processed or adjusted under this section 1.2(a).

1.3 Business Associate Agreement. The information transmitted under this Amendment shall be considered "Plan and Healthcare Operations" between Covered Entities and/or Business Associates of Covered Entities with a need to know the information as those terms are defined by the Health Insurance Portability and Accountability Act of 1996, and the Administrative Simplification regulations therein.

1.4 Amendment. Nothing contained in this Amendment shall be held to alter any terms or conditions of the Agreement except as specifically stated herein or necessarily amended by implication in order to give full effect to this Amendment.

1.5 Termination of Agreement. The Parties agree that, subject to 1.2(c), the Agreement as hereby Amended will terminate on December 31, 2017.

IN WITNESS WHEREOF, the parties have executed this Amendment as of
December _____ 2016.

BLUE CROSS AND BLUE
SHIELD OF MONTANA

DEPARTMENT OF CORRECTIONS

By: Michael E. Fin

By: Connie Winer

Its: President

Clinical Services
Its: Administrator

Reviewed for Legal Content by:

Colleen Anderson 1-13-17