

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**AMENDMENT NUMBER ONE  
TO THE  
THIRD PARTY ADMINISTRATIVE SERVICES CONTRACT**

THIS AMENDMENT (“Amendment”) to the Third Party Administrative Services Contract (“TPA Contract” or “Contract”), executed the 14th day of December, 2022, is between the North Carolina State Health Plan for Teachers and State Employees (“Plan”) and Aetna Life Insurance Company (“Aetna” or “Vendor”), each, a “Party” and collectively, the “Parties,” and is effective upon signature of both Parties.

**Background**

The Plan awarded Request for Proposals # 270-20220830TPAS – Third Party Administrative Services to Aetna on December 14, 2022, with an initial Contract term of 60 months, including 24 months for implementation, beginning January 1, 2023, through December 31, 2024, and 36 months for services beginning January 1, 2025, through December 31, 2027. At the end of the Contract’s current term, the State shall have the option, in its sole discretion, to extend the Contract on the same terms and conditions for up to two (2) additional one-year terms beginning January 1, 2028, through December 31, 2028, and January 1, 2029, through December 31, 2029.

Since the award of the Contract, the Parties have determined the need for Aetna to provide a dedicated Business Analyst to work onsite two or three days a week to support the Plan Integration Team’s oversight of the Contract at no additional cost to the Plan. While the Business Analyst will primarily be working on Aetna data, this resource will have access to other Plan vendor systems, and be privy to internal discussions about Plan priorities and initiatives, necessitating the need for the Parties to execute a Non-Disclosure Agreement between themselves and the Business Analyst.

Therefore, the purpose of this Amendment to the Contract is to document the Business Analyst’s and the Parties’ responsibilities.

**Amendment**

In accordance with the foregoing Background, the Parties agree as follows:

**A. Reference Section 5.2.1.2 “Resources.”**

Item b. in Section 5.2.1.2 “Resources” is amended to add viii. Business Analyst and responsibilities and is restated in its entirety as follows:

**“5.2.1.2 Resources**

b. Vendor shall confirm it will provide a dedicated resource for each of the following roles:

- i. **Account Executive** – Responsible for overall account relationship including strategic planning in relation to Plan performance, consultative services, recommendations for benefit design and cost containment opportunities, and contract oversight.

- ii. **Operations Director** – Provides oversight of Members Services, Claims Services, Enrollment and Group Set-Up.
- iii. **Member Services Manager** – Responsible for all customer service functions and reporting.
- iv. **Claims Services Manager** – Responsible for claims payments and recoveries.
- v. **Enrollment and Group Set-Up** – Responsible for all enrollment, enrollment files, and reconciliation services.
- vi. **Data Manager** – Responsible for providing expertise in data analytics and modeling as well as coordinating data requests, data testing, and data exchanges, including any data files to Plan vendors, Plan partners, and the Plan.
- vii. **Implementation Manager** - Responsible for development and execution of Implementation Plans and coordinating with the Plan and internal and external resources. The Implementation Manager shall be dedicated to the Plan during the implementation process and must continue to support the Plan for a minimum of 90 days after the implementation date of January 1, 2025, if requested by the Plan. Such support includes, but is not limited to, weekly calls with the Plan and the designated account management team; maintenance of issue tracking logs; and issue resolution.
- viii. **Business Analyst** – Responsible for working onsite with Plan staff two or three days a week to support the Plan Integration Team’s oversight of the Contract. The Business Analyst will report to a Plan Integration Manager, who will direct the Business Analyst’s day-to-day activities. The high-level job requirements are the same as Plan Integration Business Analysts and include, but are not limited to:
  - 1) Documenting business requirements, which may include, but are not limited to, process and data flows, data integration documentation/diagrams, business rules and technical specifications and requirements tracing.
  - 2) Developing and maintaining business workflows and processes and verifying and analyzing monthly vendor audit results.
  - 3) Triaging, resolving and responding to vendor enrollment/EDI issues.
  - 4) Documenting defects and developing remediation plans, including keeping the documentation updated.
  - 5) Auditing and reconciling multiple data files and reports.”

## **B. Plan’s Obligations.**

1. While the Business Analyst is working onsite at the Plan’s offices, the Plan will:
  - a. Provide the Business Analyst with a desk, printer and monitors-
  - b. Include the Business Analyst in Plan Integration work sessions.
  - c. Assign a Plan Integration Manager to oversee and direct the Business Analyst’s day-to-day activities.

**C. Cease Work and Termination.**

The Plan can, at any time request that the Business Analyst cease working onsite at the Plan's offices. Aetna reserves the right to remove the Business Analyst or terminate the relationship with the Business Analyst at any time. Aetna will notify the Plan in the event of such removal or termination and will provide a replacement resource as soon as administratively feasible. Any replacement resource would have to be approved by the Plan in accordance with Contract Section 4.8 "Personnel."

**D. Non-Disclosure Agreement.**

The Business Analyst shall sign the agreed upon Non-Disclosure Agreement prior to working onsite at the Plan.

**E. Employment Status.**

Nothing within this Amendment shall be construed to create an employee-employer relationship between the Plan and the Aetna Business Analyst who will work onsite at the Plan.

For additional clarity, while (1) the Plan may provide the Aetna Business Analyst with information relevant to the Aetna Business Analyst working onsite—such as building safety and dress code information, (2) the Aetna Business Analyst may be issued a State of North Carolina badge in order to obtain access to the secure work unit of the Plan, and (3) the Business Analyst may be required to sign various forms for access badge issuance or for other logistical purposes for working onsite at the Plan, no such actions, provision of information or access by the Plan or the North Carolina Department of State Treasurer ("Department"), or forms signed by the Aetna Business Analyst will be construed to create an employee-employer relationship between the Plan and the Aetna Business Analyst or the Department and the Aetna Business Analyst.

**F. Unchanged Provisions.**

The Parties acknowledge that the terms and conditions of this Amendment are incorporated by reference into the terms and conditions of the TPA Contract as though originally a part thereof, and to the extent that the terms and conditions of the Contract are not negated or otherwise modified by this Amendment, such terms and conditions shall remain in full force and effect.

**Signatures begin on the next page.**

Each party is signing this agreement on the date set forth beneath the signature line and title.

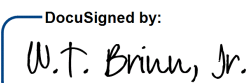
**State Health Plan for Teachers and State Employees**

By:  DocuSigned by:  
98C543FB62664F3...  
Samuel W. Watts

Title: Executive Administrator

Date: 2/5/2024

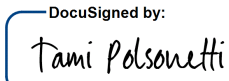
**Office of the State Treasurer**

By:  DocuSigned by:  
D9B80AB6C4B428...  
Dale R. Folwell, CPA

Title: State Treasurer of North Carolina

Date: 2/7/2024

**Aetna Life Insurance Company**

By:  DocuSigned by:  
1DB0DBB40D2542F...  
Tami Polsonetti

Title: Assistant Vice President

Date: 2/8/2024