

**AMENDMENT
TO THE
HEALTH CARE AGREEMENT FOR INDIVIDUALS AND FAMILIES**

Regence BlueCross BlueShield of Utah ("Regence BCBSU") and its non-insurer subsidiary, Regence ValueCare, agree to provide Enrollees the following benefits in accordance with and subject to the provisions, terms, conditions, limitations and exclusions set forth in this Amendment and the Health Care Agreement to which this Amendment is attached. If there is any inconsistency between this Amendment and the Health Care Agreement, the terms of this Amendment will prevail.

The following modifications are effective: July 1, 2009, or the Enrollee's Effective Date, whichever is later.

The term **Claimant** shall be replaced with **Enrollee** throughout the document.

The **GENERAL LIMITATIONS AND EXCLUSIONS** Section, shall have the introductory statement replaced in its entirety with the following:

No benefits will be provided for any of the following conditions, treatments, services, supplies, or accommodations, or for any direct complications or consequences thereof. However, these exclusions shall not apply with regard to an otherwise Covered Service for an Injury, if the Injury results from an act of domestic violence or a medical condition (including physical and mental) and regardless of whether such condition was diagnosed before the Injury, as required by federal law.

The **GENERAL LIMITATIONS AND EXCLUSIONS** Section, shall have the following **Exclusion Examples** subsection added immediately preceding the **Exclusions** subsection:

EXCLUSION EXAMPLES

The following examples of limitations and exclusions are included to illustrate the types of conditions, treatments, services, supplies or accommodations that may not be covered under the Agreement, including related secondary medical conditions and are not inclusive.

- charges in connection with reconstructive or plastic surgery that may have limited benefits, such as, a chemical peel that does not alleviate a functional impairment;
- complications relating to services and supplies for, or in connection with, gastric or intestinal bypass, gastric stapling, or other similar surgical procedure to facilitate weight loss, or for, or in connection with, reversal or revision of such procedures, or any direct complications or consequences thereof;
- complications by infection from a cosmetic procedure, except in cases of reconstructive surgery:
 - when the service is incidental to or follows a surgery resulting from trauma, infection or other diseases of the involved part; or
 - related to a congenital disease or anomaly of a covered dependent child that has resulted in functional defect;
- complications relating to services, supplies or drugs which have not yet been approved by the United States Food and Drug Administration (FDA) or which are used for purposes other than the FDA-approved purpose; or

- complications that result from an Injury or Illness resulting from active participation in illegal activities.

The **GENERAL LIMITATIONS AND EXCLUSIONS** Section, **Exclusions** subsection, Custodial, Domiciliary and Convalescent Care exclusion shall be replaced in its entirety with the following:

Custodial, Domiciliary and Convalescent Care and Residential Treatment

Custodial Care, domiciliary care, convalescent care (other than extended care), rest cures, and services provided for or in connection with institutional care which is for the primary purpose of controlling or changing the Enrollee's environment. Also excluded is residential treatment, regardless of the condition or diagnosis for which the Enrollee is admitted and regardless of the program or treatment being received.

The **CLAIMS ADMINISTRATION** Section, **Submission of Claims and Reimbursement** subsection, shall have the following paragraph added in its entirety as a new second paragraph:

You will be responsible for the total billed charges for benefits in excess of Lifetime or Calendar Year benefit maximums, if any, and for charges for any other service or supply not covered under the Agreement, regardless of the Provider rendering such service or supply.

The **CLAIMS ADMINISTRATION** Section, **Claims Recovery** subsection, shall have the introductory paragraph shall be replaced in its entirety with the following:

If We pay a benefit to which You were not entitled, or if We pay a person who is not eligible for benefits at all, We have the right, at Our discretion, to recover the payment from the person We paid or anyone else who benefited from it, including a Provider of services. Our right to recovery includes the right to deduct the mistakenly paid amount from future benefits We would provide You, even if the mistaken payment was not made on that person's behalf. We regularly work to identify and recover claims payments that should not have been made (for example, claims that are the responsibility of another, duplicates, errors, fraudulent claims, etc.). We will credit all amounts that We recover, less Our reasonable expenses for obtaining the recoveries, to Your Group's experience or the experience of the pool under which You or Your Group is rated. Crediting reduces claims expense and helps reduce future premium rate increases.

The **CLAIMS ADMINISTRATION** Section, **Coordination of Benefits** subsection, Recovery of Overpayment provision, shall have the first and second bullets modified to reflect that reversal of payments would be limited to a period within 24 months of the overpayment, unless reversal is necessitated by Your fraudulent act(s), fraudulent statement(s), or material misrepresentations.

IN WITNESS WHEREOF, Regence BlueCross BlueShield of Utah and its non-insurer subsidiary, Regence ValueCare, by its duly authorized officer, has issued this Amendment.

D. Scott Ideson
President and Chief Executive Officer, Regence BlueCross BlueShield of Utah and Regence ValueCare