



Idaho

For additional information, visit the [Blue Cross and Blue Shield Association Settlement Web site](#).

Contact the Idaho Medical Association:

Name:
 Address: 305 West Jefferson P.O. Box 2668
 Boise, Idaho 83701
 Phone: 208-344-7888

The following health insurers in Idaho have agreed to the settlement:

Participating companies

Asuris Northwest Health
Regence Blue Shield
Regence Blue Shield of Idaho, Inc.
Regence Life and Health Insurance Company
RegenceCare
The Regence Group

Non-participating companies

Blue Cross of Idaho

State-specific provisions of settlement

<p>H_ § 7.9 Physician Advisory Committee</p> <p>(e) The Blue Plan The Regence Group (including Regence BlueCross BlueShield of Oregon, Regence BlueShield, Regence BlueCross BlueShield of Utah, and Regence BlueShield of Idaho, Inc.) (hereinafter as used in this Exhibit H “Regence”) will comply with § 7.9, except as follows:</p> <p>(1) Regence BlueShield of Idaho shall be permitted to continue its existing physician advisory committee activities and shall not be subject to the provisions of § 7.9 of the Agreement; and</p>
<p>H_ § 7.10 New Dispute Resolution Process for Physician Billing Disputes</p> <p>(e) Regence confirms that, under § 7.10(c)(1) of the Agreement, an individual Physician, Physician Group or Physician Organization practicing in the State of Washington has the option of using either § 7.10 of the Agreement or pursuing a judicial remedy. Regence will not take the position that it is unable to comply with § 7.10 pursuant to Washington state law.</p>
<p>H __ § 7.29(c)(ii)(F) Arbitration</p> <p>(c) With respect to Regence, § 7.29(c)(ii)(F) of the Agreement is amended to read: “(F) requiring that any arbitration proceeding occur more than 150 miles from the principal office of the Physician, Physician Group, or Physician Organization, except that for Physicians, Physicians Groups, or Physicians Organizations located in Idaho, arbitration may be required in Boise, Pocatello, or Lewiston, Idaho or in Spokane, Washington, which location is closest to the principal office of the Physicians, Physicians Groups, or Physicians Organizations.”</p>
<p>H __ § 7.36 Competitive Flexibility – Modification for Specific Circumstances</p> <p>(a) Regence is subject to the following addendum in § 7.36(c):</p> <p>In the event of any settlement between the Class and Blue Cross of Idaho that contains any business practice initiative that differs in any respect from the provision(s) in § 7 of this Agreement dealing with the same subject matter (a “Different Business Practice”), Regence may modify its undertakings in the corresponding portion of its service area pursuant to § 7.36(c) such that its obligations in that territory will be identical (except as to duration) to the Different Business Practice agreed to by Blue Cross of Idaho. It shall be conclusively presumed for purposes of § 7.36(c) that any such modification is “reasonably necessary” for Regence to compete in the affected part of Idaho. If Regence invokes this provision, it shall give notice as provided in §</p>

7.36(c). Within ten (10) days of receipt of such notice, Class Counsel shall inform Regence whether they consider the Different Business Practice to be more beneficial to Physicians. If Class Counsel conclude that the Different Business Practice provides greater benefits to Physicians, then Regence may implement that Different Business Practice without any changes. If Class Counsel determines that the Different Business Practice provides lesser benefits to Physicians, then Class Counsel will identify to Regence any additional business practice obligation(s) (an "Additional Practice") that (a) the other Idaho plan agreed to adopt in exchange for the Class accepting the lesser business practice, and (b) is reasonably proportional to the lesser business practice. After receiving that information, if Regence wishes to employ any Different Business Practice(s) that provides lesser benefits to Physicians, it may do so only if it also adopts the corresponding Additional Business Practice(s). Any dispute as to whether an Additional Business Practice is reasonably proportional to a lesser business practice shall be resolved pursuant to § 12 of this Agreement.