



Minnesota

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

Contact the Minnesota Medical Society:

Name:
 Address: 1300 Godward St. NE, Suite 2500
 Minneapolis, MN 55413
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The following health insurers in Minnesota have agreed to the settlement:

Participating companies

Blue Cross and Blue Shield of Minnesota
HMO Minnesota
Blue Plus
Comprehensive Care Services, Inc.

Non-participating companies

None indicated

State-specific provisions of settlement

<p>H_ § 7.9 Physician Advisory Committee</p> <p>(c) The Blue Plan BCBSM, Inc. dba BlueCross BlueShield of Minnesota (hereinafter as used in this Exhibit H "BCBSMN") 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.</p>
<p>H __ § 7.29(c)(ii)(F) Arbitration</p> <p>(b) With respect to BCBSMN, § 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."</p>
<p>H __ § 7.30 Compliance with State Law and Applicable Government Contracts</p> <p>(a) Each of the Blue Plans and entities listed below are participants in the Regional Joint Venture for Medicare Advantage - Region 19, a contractual joint venture for the offering of a Medicare Advantage preferred provider organization ("PPO") program in the CMS geographic area designated as Region 19 (hereinafter the contractual joint venture participants are respectively referred to as the "Joint Venture Participants"). The terms of the Agreement shall only apply to each Joint Venture Participant who executed this Agreement with respect to its participation in the Joint Venture the later of (i) sixty (60) days following notice from Class Counsel that all of the Joint Venture Participants listed below have entered into a settlement agreement in the Action, or (ii) the applicable date(s) set forth in the Agreement with respect to a particular obligation of such Blue Plans relating to the Medicare Advantage PPO program, and which applies obligations equivalent to the obligations of this § 7.30(a) of this Exhibit H of the Agreement to all Joint Venture Participants. The obligations of the Blue Plan with respect to its participation in the joint venture shall be applicable only to those functions or activities performed by the Blue Plan or one or more of its Affiliates only so long as the Blue Plan remains a Joint Venture Participant. If any of the Blue Plans cease to be a member of the joint venture then the terms of the Agreement shall apply to any Medicare Advantage PPO program that the Blue Plan operates or administers. Where any of or part of any of the functions or activities of the joint venture are performed pursuant to any contract with any third party that is not an Affiliate of a Joint Venture Participation, the Joint Venture Participant shall make a good faith effort to include in contracts entered into with such third party terms that are substantially equivalent to the terms of this Agreement, provided that a Joint Venture Participant shall not be liable under this Agreement in the event that any such third party acts in a manner</p>

inconsistent with the terms of this Agreement. Nothing in this Agreement shall require a Joint Venture Participant to take any action, with regard to an agreement with a third party that is not an Affiliate and which agreement is in existence as of the Preliminary Approval Date, to amend or terminate any such agreement unless such action may be taken without any liability or additional costs to the Joint Venture Participant. In addition, the provisions of § 7.8 shall not apply to the Joint Venture Participants with respect to claims processing for the PPO so long as claims administration has been delegated to a third party vendor which is not an Affiliate of a Joint Venture Participant and provided that the vendor utilizes CCI for claim processing for the Medicare Advantage PPO program.

Joint Venture Participants: BCBSM, Inc. dba BlueCross BlueShield of Minnesota

(d) BCBSMN is not required to comply with the obligations of § 7 of the Agreement with respect to the Indian Health Services program.

H__ § 14.2 Right to Terminate this Agreement

With respect to BCBSMN, § 14.2 of the Agreement is amended by deleting § 14.2(d) and substituting the new subsection (d) as follows:

(d) If the number of putative Class Members within the State of Minnesota submitting Opt-Out requests exceeds five percent (5%) of the total number of putative Class Members in Minnesota, BCBSMN may reduce the amount of its Settlement Fund Payment under § 8.2 by a percentage equal to the percentage of Opt-Out Requests from putative Class Members within the State of Minnesota in excess of five percent (5%) (the "Settlement Reduction Amount") and to reduce the amount of Attorneys' Fees payable by it under § 9.1 by a percentage equal to the percentage of Opt-Out Requests from putative Class Members within the State of Minnesota in excess of five percent (5%) (the "Attorneys Fee Reduction Amount"). Such election shall be made by delivering a notice of such election to the Class Counsel within thirty (30) days after receipt of the complete list of Opt-Out requests from the Notice Administrator referred to in § 6. In the event BCBSMN makes such election, the Settlement Fund Amount shall be reduced by the Settlement Reduction Amount, and the Unopposed Amount shall be reduced by the Attorneys Fee Reduction Amount.

(d) BCBSMN is not required to comply with the obligations of § 7 of the Agreement with respect to the Indian Health Services program.