

**Highmark Blue Shield  
1800 Center Street  
Camp Hill, Pennsylvania 17011**

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**Amendatory Rider**

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**THIS IS IMPORTANT TO YOU** - Please keep this attached to your Special Care Medical-Surgical Benefits Contract, Form Nos. 4122B 7/01 or 7122-3A.

Notwithstanding any provision to the contrary, this benefits contract is modified as indicated:

**SECTION 1 - DEFINITION SECTION** of this benefits contract, is amended to add the following new definition:

**BLUECARD<sup>®</sup> PROGRAM** - a national program comprised of licensees of the Blue Cross Blue Shield Association which allows a Subscriber to receive Covered Services from Participating Professional Providers, Contracting Suppliers and Participating Facility Providers located outside the geographic area served by the Plan. The local licensee of the Blue Cross Blue Shield Association that services that geographic area where the Covered Services are provided is referred to as the “on-site” licensee of the Blue Cross Blue Shield Association.

**SECTION VI - GENERAL PROVISIONS SECTION** of this benefits contract is hereby amended by adding the following provision:

**BLUECARD PROGRAM**

When a Subscriber obtains covered health care services through BlueCard outside the geographic area the Plan serves, the amount a Subscriber pays for Covered Services is calculated on the lower of:

- The billed charges for a Subscriber’s Covered Services, or
- The negotiated price that the on-site Blue Cross and/or Blue Shield Plan (“Host Blue”) passes on to the Plan.

Often this “negotiated price” will consist of a simple discount which reflects the actual price paid by the Host Blue. But sometimes it is an estimated price that factors into the actual price expected settlements, withholds, any other contingent payment arrangements and non-claims transactions with a Subscriber’s health care Provider or with a specific group of Providers. The negotiated price may also be billed charges reduced to reflect an average expected savings with a Subscriber’s health care Provider or with a specific group of Providers. The price that reflects average savings may result in greater variation (more or less) from the actual price paid than will the estimated prices. However, the amount a subscriber pays is considered a final price.

Statutes in a small number of states may require the Host Blue to use a basis for calculating Subscriber liability for Covered Services that does not reflect the entire savings realized, or expected to be realized, on a particular claim to add a surcharge. Should any state statutes mandate Subscriber liability calculation methods that differ from the usual BlueCard method noted above in paragraph one of this section or require surcharge, the Plan would then calculate a Subscriber's liability for any Covered Services in accordance with the applicable state statute in effect at the time a Subscriber received care.

All other terms and conditions set forth in this contract shall remain in effect.

This Amendment is effective immediately.



HIGHMARK INC. d/b/a/  
HIGHMARK BLUE SHIELD

A handwritten signature in black ink that reads "Kenneth R. Melani M.D.". The signature is written in a cursive style and is positioned above a horizontal line.

Kenneth R. Melani, M.D.  
President and CEO