AMENDMENT TO AGENT APPOINTMENT AGREEMENT

This Amendment to the Agent Appointment Agreement ("Agreement") of the undersigned Agent, effective as of October 1, 2013, amends the Agent Appointment Agreement with the undersigned Companies to add the following language:

Agent as Delegated Entity.

Agent expressly agrees and understands the following terms and conditions required by and in accordance with 45 C.F.R. § 156.340:

A. In the course of performing the duties and obligations set forth in this Agreement, Agent may constitute a "delegated entity," and may contract with other vendors who constitute "downstream entities," as such terms are defined in 45 C.F.R. § 156.20, to assist in performing the duties and obligations set forth in this Agreement.

B. Agent shall comply with all applicable laws and regulations, including but not limited to the provisions of 45 C.F.R. Parts 155 and 156, to the extent relevant, in performing or assisting in the performance of the duties and obligations set forth in this Agreement.

C. Agent shall grant access to its books, contracts, computers, or other electronic systems (including medical records and documentation), relating to Agent’s compliance with applicable provisions under 45 C.F.R. Parts 155 and 156 in connection with the duties and obligations required by this Agreement, to the U.S. Department of Health and Human Services ("HHS") and its Office of Inspector General (or their designees), for the duration of the period of Agent’s appointment pursuant to this Agreement, and for a minimum of ten (10) years from the date this Agreement terminates.

D. Agent shall include in its contracts with any downstream entities, and require such downstream entities to include in their contracts with other downstream entities, language that is the same or substantially similar to that contained in this Section, and which expressly requires each downstream entity to:

(i) Comply with all applicable laws and regulations, including but not limited to the provisions of 45 C.F.R. Parts 155 and 156, to the extent relevant, in performing or assisting in the performance of the duties and obligations set forth in this Agreement, and

(ii) Grant access to its books, contracts, computers, or other electronic systems (including medical records and documentation), relating to such downstream entity’s compliance with applicable provisions under 45 C.F.R. Parts 155 and 156 in connection with the duties and obligations set forth in this Agreement, to HHS and its Office of Inspector General (or their designees), for the duration of the period of Agent’s appointment pursuant to this Agreement, and for a minimum of ten (10) years from the date this Agreement terminates.

E. Any contractor used by Agent shall furnish the Companies with a copy of the pertinent contract language (including amendments thereto) between such contractor and any downstream entities, and among two or more downstream entities, as applicable, to demonstrate compliance with subsection D. above. Such contract language (including amendments thereto) shall be furnished to the Companies as soon as practicable following its adoption.

F. In the event that the Companies or HHS determines that Agent, or any downstream entity with whom Agent contracts, as described in subsection A above, has not performed satisfactorily the duties and obligations set forth in this Agreement, the Companies shall have the right to revoke such duties and obligations and terminate Agent’s appointment and terminate this Agreement, upon providing thirty (30) days advance notice and an opportunity to cure, to the extent that the Companies determine, in their sole discretion, that such advance notice and opportunity to cure are feasible and proper under the circumstances.

G. The provisions of this Section shall in no way be interpreted as an assumption by the Companies of legal liability for the actions of Agent or any of Agent’s downstream entities, including, but not limited to, malpractice or other liability.
IN WITNESS WHEREOF, the parties have executed this Amendment to Agent’s Appointment Agreement.

Agent’s signature below indicates its consent to the terms and conditions of this Amendment to its Agent Appointment Agreement with the undersigned Companies.

Agent Name (Print): _____________________________________________________________

Agent Id: __________________________

Signature of Agent: _____________________________________________________________

Date: __________________________________________________________________________

BLUE CROSS AND BLUE SHIELD OF SOUTH CAROLINA

Signed: [Signature]

Name: Chuck Campbell

Title: Vice President, Agency Sales

Date: [Date]

BLUECHOICE HEALTHPLAN OF SOUTH CAROLINA, INC.

Signed: [Signature]

Name: David R. Gwin

Title: Vice President, Sales

Date: [Date]