

**REGULATORY AMENDMENT TO AETNA
COLORADO PRIMARY CARE PHYSICIAN, SPECIALIST PHYSICIAN, PHYSICIAN GROUP,
PROVIDER, PROVIDER GROUP, INDEPENDENT PRACTICE ASSOCIATION,
PHYSICIAN-HOSPITAL ORGANIZATIONS, HOSPITAL SERVICES, TRANSPLANT
SERVICES AND
TRANSPLANT PHYSICIAN GROUP AGREEMENTS**

This Regulatory Amendment applies to the agreements referenced above (“Agreements”) between Primary Care Physicians, Specialist Physicians, Physician Groups, Providers, Provider Groups, Independent Practice Associations, Physician-Hospital Organizations, Hospitals and Transplant Physician Groups (collectively referred to hereinafter as “Provider”), and Company, identified in each Agreement as Aetna Health Inc., on behalf of itself and its Affiliates.

The provisions of this Regulatory Amendment supersede any language addressing the same issues in the existing Agreements, or supplies language where Agreements are silent on the issues addressed herein.

Because various Agreements are being amended, the numbering of which may not be the same, the changes are addressed only by section title and replace any existing language covering the same subject matter. The limitations described in this Amendment apply to fully insured Aetna members only.

1. Holding Members Harmless. Any modification, addition, or deletion to this provision shall become effective on a date no earlier than thirty (30) days after the Commissioner has received written notification of proposed changes.
2. Independent Contractor Status. Neither Provider nor Company shall be prohibited from protesting or expressing disagreement with a medical decision, medical policy, or medical practice of the Company or Provider.
3. Interference with Contractual Relations. Company shall not terminate this Agreement because Provider expresses disagreement with a decision by Company to deny or limit benefits to a Member or because Provider assists the Member to seek reconsideration of the Company’s decision, or because Provider discusses with a current, former, or prospective patient any aspect of the patient’s medical condition, any proposed treatments or treatment alternatives, whether covered by Company’s Plan or not, policy provisions of a Plan, or Provider’s personal recommendation regarding selection of a health plan based on Provider’s personal knowledge of the health needs of such patients.”
4. Referral. With respect to those Providers who are individual Physicians or associated with a Physician Group, Provider shall not be subjected to financial disincentives based on the number of referrals made to participating providers in the Company’s network for Covered Services so long as Provider adheres to Company’s policies and procedures for referrals.