

**AMENDMENT TO THE MEDICAL AND HOSPITAL GROUP SUBSCRIBER
AGREEMENT BETWEEN PACIFICARE OF CALIFORNIA (“PACIFICARE”)
AND EL DORADO COUNTY (“GROUP”)**

This **AMENDMENT TO THE PACIFICARE OF CALIFORNIA, MEDICAL AND HOSPITAL GROUP SUBSCRIBER AGREEMENT** (this “Amendment”), dated as of July 1, 2008, is made and entered into by and between PacifiCare of California, a California corporation (“PacifiCare”) and El Dorado County (“Group”).

Amendment. Pursuant to Section 3.07 of the Agreement, the benefits set forth in the Agreement are hereby amended as follows:

SECTION 1. DEFINITIONS

1.17 Administration shall be added to read as follows:

1.177 Administration. The County Officer or employee with responsibility for administering this agreement is Lisa Hoaas, Sr. Risk Management Analyst, or successor.

SECTION 3. GROUP OBLIGATIONS, HEALTH PLAN PREMIUMS AND COPAYMENTS

3.02 Notices to PacifiCare shall be amended to read as follows:

3.02 Notices to PacifiCare. Group shall forward all completed or amended Enrollment forms for each Member for receipt by PacifiCare within sixty (60) days of the Member’s initial eligibility. Group acknowledges that PacifiCare may reject any Enrollment applications not received by PacifiCare within sixty (60) days of initial eligibility period. Group further agrees to transmit to PacifiCare any Enrollment application amendments pursuant to the Administrative Manual described in Section 8.07 below.

Group shall forward all notices of termination to PacifiCare within sixty (60) days after Member loses eligibility or elects to terminate membership under this Agreement. Group acknowledges that PacifiCare may reject any notice of termination not received by PacifiCare within sixty (60) days of initial termination or the termination may be modified by PacifiCare to reflect a termination date no more than sixty (60) days from PacifiCare’s receipt. Group agrees to pay any applicable Member Health Plan Premiums through the last day of the month in which PacifiCare receives notice of termination.

Effect of this Amendment. The Amendment shall not be further amended, modified or revised and the Agreement shall continue in full force and effect and shall be enforced in accordance with its terms and conditions. This Amendment shall expire on June 30, 2009.

to whether any medical services rendered under the health plan were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), except for claims subject to ERISA, shall be determined by submission to binding arbitration in accordance with the terms of this Agreement. Any such dispute will not be resolved by a lawsuit or resort to court process, except as California law provides for judicial review of arbitration proceedings. Group, Member, and PacifiCare are giving up the constitutional right to have any such dispute decided in a court of law before a jury, and instead is accepting the use of binding arbitration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in _____, California, on _____, 20__.

GROUP: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

PACIFICARE OF CALIFORNIA

BY: David M. Hansen

NAME: David M. Hansen

TITLE: President and CEO

DATE: _____