

AMENDMENT TO BUSINESS ASSOCIATE CONTRACT

This amendment (“Amendment”), effective April 21, 2005, amends and is made a part of that Business Associate Agreement (“BA Agreement”), dated May 3, 2003, by and between Capital BlueCross (“Capital”) and Milliman, Inc. (“Business Associate”).

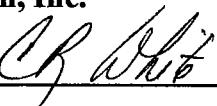
This Amendment is made to bring the BA Agreement into compliance with the HIPAA Security Rule, 45 C.F.R. Part 164, Subpart C. Unless otherwise defined herein, capitalized terms have the meanings assigned to them by 45 C.F.R. §§ 160.103 and 164.304.

1. **Binding Effect.** This Amendment is binding on and effective with respect to Business Associate and Capital upon signature of the parties.
2. **Electronic Protected Health Information Security.** Business Associate will implement, maintain, and use Administrative, Technical, and Physical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Capital’s behalf as required by 45 Code of Federal Regulations Part 164, Subpart C.
3. **Security Incidents.** Business Associate will report to Capital any successful (a) unauthorized Access, Use, Disclosure, modification, or destruction of Capital’s Electronic Protected Health Information or (b) unauthorized interference with system operations in Business Associate’s Information System, of which Business Associate becomes aware provided, however, that the parties acknowledge and agree that this section constitutes notice by Business Associate to Capital of the existence and occurrence of any and all attempted but unsuccessful Security Incidents arising during the term of this Amendment. Unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials, denials of service and any combination of the above, so long as such incidents do not result in unauthorized access, use or disclosure of Capital’s electronic Protected Health Information. Business Associate will make the successful incidents report described in the first sentence of section 3 to Capital’s Legal Department not more than 24 hours after Business Associate learns of the incident. Business Associate’s report will at least (i) identify the nature of the incident, (ii) identify the Electronic Protected Health Information affected by the incident, (iii) identify the corrective actions Business Associate took or will take to prevent further incidents, and (iv) provide such other information, including a written report, as Capital may reasonably request. Business Associate will, if appropriate, report any breach of its privacy obligations in accord with the BA Agreement.
4. **Sub-Contractors and Agents.** Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by the BA Agreement or in writing by Capital to Disclose any of the Electronic Protected Health Information Business Associate creates or receives for or from Capital, to provide reasonable assurance that subcontractor or agent will comply with the same security obligations as Business Associate with respect to such Electronic Protected Health Information.

5. **Termination for Breach.** Capital will have the same right to terminate for breach of this Amendment as it has for breach of the BA Agreement.
6. **Conflicts.** The terms and conditions of this Amendment will override and control any conflicting term or condition of the BA Agreement and any agreement to which the BA Agreement applies. All nonconflicting terms and conditions of the BA Agreement and any agreement to which the BA Agreement applies remain in full force and effect.

IN WITNESS WHEREOF, Company and Business Associate execute this Agreement in multiple originals.

Milliman, Inc.

By: 

Its: CONSULTING ACTUARY & PRINCIPAL

Date: 7/26/05

Capital BlueCross

By: 
Joseph N. Romano

Its: Vice President and Chief Actuary

Date: 8/5/05