

COMPARISON OF TERM AND IMPACT OF SETTLEMENTS

| AETNA SETTLEMENT | IBC/AMERIHEALTH/KEYSTONE/QCC ("IBC") SETTLEMENT |
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| <ul style="list-style-type: none"> ➤ The Aetna agreement is in effect for a term of 4 years. | <ul style="list-style-type: none"> ➤ The "benefits" provided under the agreement (see description below) will be phased in during a two year period and the costs of notice, representative plaintiffs' fees and attorneys' fees will be funded by a reduction in the duration of the phased-in changes. ➤ Thus, the only thing that is clear is that the amount of time IBC will provide the "benefits" is less than two years, and the schedule may be revised if required by IBC's "business requirements." After the twoyear period, IBC will continue the "disclosure" obligations (see description below), unless it can show that such disclosure is inconsistent with its "business requirements" and, in any event, the form of such "disclosure" is within IBC's "sole discretion." |
| <ul style="list-style-type: none"> ➤ The Aetna agreement applies to physicians only. | <ul style="list-style-type: none"> ➤ The agreement binds all providers (except hospitals) and associations of providers (i.e., physicians, chiropractors, dentists, podiatrists, etc.). |
| <ul style="list-style-type: none"> ➤ The Aetna agreement protects physicians' rights under any state or federal law or regulation and ensures that, to the extent such laws are more favorable than the terms of the agreement, such laws are applicable. | <ul style="list-style-type: none"> ➤ IBC HAS NOT AGREED TO ANY RELIEF. |

MEDICAL NECESSITY

| AETNA SETTLEMENT | IBC/AMERIHEALTH/KEYSTONE/QCC (“IBC”) SETTLEMENT |
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| ➤ Aetna has agreed to use the AMA's definition of medical necessity which ensures that medical necessity determinations will be made based on professionally recognized standards of care. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna has agreed to use clinical guidelines that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the medical community and will take into account specialty society recommendations and views of physicians practicing in relevant clinical areas. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna has agreed to disclose the percentage of covered services recommended by treating physicians that it denies on grounds of medical necessity. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna has agreed to reduce precertification requirements and standardize them across products; it will publish all precertification requirements on its website. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna has agreed not to revoke precertifications, except in very limited circumstances. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |

**MEDICAL NECESSITY EXPEDITED
APPEALS PROCESS**

| AETNA SETTLEMENT | IBC/AMERIHEALTH/KEYSTONE/QCC (“IBC”) SETTLEMENT |
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| <ul style="list-style-type: none"> ➤ Aetna has agreed to give physicians access to its medical necessity review process. ➤ Aetna has agreed that it will consult with a specialist in the same specialty as the physician appealing a medical necessity denial during the internal review process. ➤ Aetna has agreed to follow DOL time limits for internal appeals. ➤ The review entity will issue a decision within 30 days. | <ul style="list-style-type: none"> ➤ IBC HAS NOT AGREED TO ANY RELIEF. ➤ IBC HAS NOT AGREED TO ANY RELIEF. ➤ IBC HAS NOT AGREED TO ANY RELIEF. ➤ IBC HAS NOT AGREED TO ANY RELIEF. |

PROSPECTIVE REIMBURSEMENT OF CLAIMS

| AETNA SETTLEMENT | IBC/AMERIHEALTH/KEYSTONE/QCC (“IBC”) SETTLEMENT |
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| <ul style="list-style-type: none"> ➤ Aetna has agreed to make its automated claims reimbursement rules consistent and to make available to physicians a web-based pre-adjudication tool incorporating adjudication logic consistent with the coding rules set forth in the agreement. ➤ The coding rules set forth in the agreement are based on application of the AMA CPT guidelines and include, among other things, agreement that Aetna: <ul style="list-style-type: none"> ➤ will not automatically reduce the intensity of E&M codes; ➤ will not subject modifier 51-exempt codes to Multiple Procedure Logic; ➤ recognizes "add-on" codes as separate codes; ➤ recognizes both a CPT code for a procedure and an E&M code appended with a modifier 25; ➤ recognizes a CPT code that includes supervision and interpretation; ➤ except for codes identified as modifier 51-exempt or "add-on", a CPT that is considered an "indented code" will not be reassigned into another CPT code; ➤ recognizes CPT codes with modifier 59's as separately eligible for reimbursement; ➤ ensures that global periods are no longer than | <ul style="list-style-type: none"> ➤ IBC HAS NOT AGREED TO ANY RELIEF. The relief IBC claims to be giving in this area is illusory. The reality is that IBC has not agreed to a set of coding rules in numerous areas with respect to which it has been accused of wrongful practices relating to, among other things, downcoding, bundling, modifiers and global periods. ➤ The relief IBC claims to be providing in the following four areas: "Independent Procedure being replaced by Separate Procedure designation;" "Radiologic guidance during a procedure;" "Multiple Surgery reduction" and "Specific Modifiers," is illusory. ➤ First, IBC only agrees to process claims in these "four areas" in accordance with "established standards" of any "national professional" "authority" <u>it</u> chooses and that the standards it chooses will be disclosed. Thus, even in those "areas," it has not agreed to apply the AMA CPT guidelines. ➤ Second, in the first of the "four areas" to which IBC refers - "Independent Procedure being replaced by Separate Procedure designation", the phrase “Independent Procedure” has no meaning within CPT. The second area, "Radiologic guidance during a procedure", is not described in language specific to CPT codes , guidelines and conventions. The third area, "Multiple Surgery reduction," |

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| <ul style="list-style-type: none"> ➤ periods designated by CMS; ➤ does not automatically modify a code to one reflecting a reduced intensity of service; ➤ and updates editing software to recognize new CPT codes. <p>➤ The foregoing rules will apply pending the establishment of editing software which are acceptable to physicians and the health plan industry. Such software would require the support of physician representatives, medical societies, etc. and the agreement of health insurers who represent at least 75% of enrollees insured through commercial plans to adopt such software.</p> <p>➤ Aetna will disclose on the Internet its reimbursement rule in each area in which CMS has stated a rule.</p> <p>➤ Aetna has indicated it will agree not to routinely require submission of clinical information in order to be paid and will list the small number of exceptions to this rule on its website.</p> | <p>is a small subset of Multiple Procedure Logic and the fourth area, "Specific Modifiers," is missing a number of the modifiers with respect to which IBC has been accused of improper practices.</p> <ul style="list-style-type: none"> ➤ In any event, even in these four areas, the agreement does not specify or bind IBC to a particular set of rules. In fact, it is clear that IBC will not be required to apply coding rules based on the AMA CPT guidelines in the future. ➤ Moreover, the agreement states that if the standards IBC has chosen to apply change, IBC "reserves the right to adopt or not adopt such changes and will disclose such adoption or non-adoption." ➤ IBC HAS NOT AGREED TO ANY RELIEF. ➤ IBC HAS NOT AGREED TO ANY RELIEF. ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
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**EXPEDITED EXTERNAL APPEALS PROCESS
FOR BILLING DISPUTES**

| AETNA SETTLEMENT | IBC/AMERIHEALTH/KEYSTONE/QCC (“IBC”) SETTLEMENT |
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| ➤ Aetna will follow DOL time limits for internal appeals. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna has agreed to establish an independent external review board(s) to resolve disputes with physicians concerning billing issues. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna has agreed to allow the parties to jointly select the members of the review board(s). | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna has agreed that decisions will be rendered within 30 days and that the decision will be binding on Aetna. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna has agreed to allow consolidation of similar claims. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |

TIMELINESS OF CLAIMS PAYMENT

| AETNA SETTLEMENT | IBC/AMERIHEALTH/KEYSTONE/QCC (“IBC”) SETTLEMENT |
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| <ul style="list-style-type: none"> ➤ Aetna’s definition of clean claim is a completed HCFA/CMS 1500. | <ul style="list-style-type: none"> ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| <ul style="list-style-type: none"> ➤ Aetna has agreed to pay electronic clean claims within 15 days and paper clean claims within 30 days. It has also agreed to pay the lessor of prime rate or 8% interest on late claims. | <ul style="list-style-type: none"> ➤ IBC HAS NOT AGREED TO ANY RELIEF. |

THE "HASSLE FACTOR"

| AETNA SETTLEMENT | IBC/AMERIHEALTH/KEYSTONE/QCC ("IBC") SETTLEMENT |
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| ➤ Aetna has agreed to automated adjudication of claims. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna has agreed to increased internet and clearinghouse functionality. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna has agreed to post complete fee schedules on its website. | ➤ IBC claims to agree to disclose its fee schedules, but fails to indicate how such fee schedules will be disclosed. In any event, IBC has only agreed to "disclose" "the standard fee schedule relevant to each provider's applicable specialties." Thus, only disclosure of standard fee schedules pertaining to specialty codes will be "disclosed." |
| ➤ Aetna has agreed to establish nationwide dedicated provider service centers and implement policies and procedures reasonably designed to improve the speed, accuracy and efficiency of responding to physician inquiries and concerns. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna has also agreed to implement a claims resolution project to increase the number of claims resolved in the initial review; it will make up to three telephone calls to doctors' offices to obtain additional information upon receipt of any incomplete claim. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna will make its automated claims handling consistent with all commitments in the agreement. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |

PHYSICIAN CONTRACTING

| AETNA SETTLEMENT | IBC/AMERIHEALTH/KEYSTONE/QCC (“IBC”) SETTLEMENT |
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| ➤ Aetna has agreed not to require physicians to participate in capitated fee arrangements in order to participate in products in which such physician is compensated on a fee for service basis. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna has agreed to eliminate all gag clauses. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna will include provisions in its contracts that permit either party to terminate without cause on not less than 90 days' notice. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna has agreed to revise its fee schedules annually and not reduce such fees between annual revisions. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna has agreed to provide physicians with 90 days notice with respect to material changes to the terms of the contract. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna has agreed to disclose certain guidelines and software. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna will allow at least 120 days from the provision of services for the submission of a bill and longer if there is good cause. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |

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| <ul style="list-style-type: none"> ➤ Aetna will allow doctor groups and doctors to begin the credentialing process in advance of any hire or moving date so that the doctors can be credentialed at the time they begin working for the group or in the new locale. ➤ Aetna will give at least 90 days notice of any termination of a contract without cause and allow the doctor to terminate his/her contract upon 90 days notice or in the event of any materially adverse change. ➤ Upon request, Aetna will provide a copy of its contracts with all attachments. ➤ Aetna has agreed to post accurate information about doctors on its website. ➤ Aetna agrees that physicians own the medical records related to their patients. ➤ Aetna has agreed not to require physicians to purchase stop-loss insurance from it. | <ul style="list-style-type: none"> ➤ IBC HAS NOT AGREED TO ANY RELIEF. ➤ IBC HAS NOT AGREED TO ANY RELIEF. ➤ IBC HAS NOT AGREED TO ANY RELIEF. ➤ IBC HAS NOT AGREED TO ANY RELIEF. ➤ IBC HAS NOT AGREED TO ANY RELIEF. ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
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PHARMACEUTICAL ISSUES

| AETNA AGREEMENT | IBC/AMERIHEALTH/KEYSTONE/QCC (“IBC”) SETTLEMENT |
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| ➤ Aetna has agreed to pay the increased cost of any DME, vaccines and new technologies effective when they become the standard of care. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna has agreed not to use pharmacy risk pools. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna has agreed to disclose information about its formularies. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |

MEMBER VERIFICATION

| AETNA AGREEMENT | IBC/AMERIHEALTH/KEYSTONE/QCC (“IBC”) SETTLEMENT |
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| ➤ Aetna has agreed to take a number of steps relating to issues concerning member eligibility in an effort to remedy the flaws in the system. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna has agreed to provide real-time access to physicians to assist in ascertaining eligibility information regarding members. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |

NON-PARTICIPATING PHYSICIANS

| AETNA AGREEMENT | IBC/AMERIHEALTH/KEYSTONE/QCC (“IBC”) SETTLEMENT |
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| ➤ Aetna has agreed to accept assignment and not interfere with balance billing (and will not send any EOB or other communication that would imply otherwise). | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna has agreed to treat doctors as participating only when he or she has a written contract. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |

OVER PAYMENT

| AETNA AGREEMENT | IBC/AMERIHEALTH/KEYSTONE/QCC (“IBC”) SETTLEMENT |
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| ➤ Other than for recovery of duplicate payments, Aetna will provide physicians with thirty (30) days written notice before initiating overpayment recovery efforts or requesting return of the amounts overpaid. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna will not initiate overpayment recovery efforts more than twenty four (24) months after the original payment. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |

PHYSICIAN ADVISORY COMMITTEE

| AETNA SETTLEMENT | IBC/AMERIHEALTH/KEYSTONE/QCC (“IBC”) SETTLEMENT |
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| ➤ Aetna has agreed to establish a physician advisory committee which will provide meaningful input regarding clinical components of its business. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |

INVESTMENTS

| AETNA SETTLEMENT | IBC SETTLEMENT |
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| ➤ Aetna has agreed to pay part of the cost of doctors to purchase ERA/EFT software. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna will provide training to doctors in the use of ERA/EFT software. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna has agreed to publicize on its provider website the ERA/EFT capabilities. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna has agreed to make investments designed to facilitate automated adjudication of claims and to reduce the average time for payment of claims by doctors. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna will reduce precertification requirements and standardize them across products and will publish all precertification requirements on its website | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna will make investments to ease burden on doctors for handling referrals and precertifications. | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |

MONETARY COMPONENT

| AETNA SETTLEMENT | IBC/AMERIHEALTH/KEYSTONE/QCC (“IBC”) SETTLEMENT |
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| ➤ Aetna has agreed to a payout of at least \$100 million dollars (to be distributed based on a pro rata basis as set forth in the settlement) | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |
| ➤ Aetna has agreed to pay \$20 million to fund a foundation to improve the healthcare system | ➤ IBC HAS NOT AGREED TO ANY RELIEF. |

OVERSIGHT

| AETNA SETTLEMENT | IBC/AMERIHEALTH/KEYSTONE/QCC ("IBC") SETTLEMENT |
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| <ul style="list-style-type: none"> ➤ Aetna has agreed that plaintiffs' counsel will appoint a Compliance Dispute Facilitator ("CDF") to handle disputes concerning the subject matter of the settlement. ➤ The CDF may refer compliance disputes to a Compliance Dispute Review Officer ("CDRO"). The CDRO shall be chosen by mutual agreement of Aetna and plaintiffs' counsel. Aetna has agreed that the following people may petition the CDF: any physician class member, any group of physician class members, or signatory medical societies. ➤ Aetna has also agreed to appoint an Internal Compliance Officer ("ICO") to ensure compliance with the settlement, who will report to Aetna's CEO. ➤ Aetna has agreed to a right of appeal to, and enforcement by, the Court. ➤ Aetna is required to file certifications on an annual basis in which it must represent that it has complied with various terms of the settlement. | <ul style="list-style-type: none"> ➤ IBC HAS NOT AGREED TO ANY COMPLIANCE PROCEDURES OR MECHANISMS, BUT THE COURT RETAINS JURISDICTION OVER THE PARTIES WITH RESPECT TO THE SETTLEMENT. |