

STATE OF NEW YORK
SUPREME COURT COUNTY OF MONROE

WILLIAM A. DOLAN, M.D. and SYLVIA W.
NORTON, M.D., on behalf of themselves and all
others similarly situated,

Plaintiffs,

Index No. 9768-01

-against-

EXCELLUS, INC.; EXCELLUS HEALTH PLAN, INC.;
and EXCELLUS BENEFITS SERVICES, INC.,

Defendants.

**NOTICE OF PROPOSED SETTLEMENT OF A CLASS ACTION WITH EXCELLUS,
OF SETTLEMENT HEARING TO CONSIDER THE PROPOSED SETTLEMENT AND
OF YOUR RIGHTS CONCERNING THE PROPOSED SETTLEMENT**

IF YOU ARE A PHYSICIAN, PHYSICIAN GROUP OR PHYSICIAN ORGANIZATION WHO PROVIDED COVERED SERVICES IN THE STATE OF NEW YORK TO ANY EXCELLUS PLAN MEMBER OR ANY INDIVIDUAL ENROLLED IN OR COVERED BY AN INSURED PLAN IN THE STATE OF NEW YORK OFFERED OR ADMINISTERED BY EXCELLUS, INC., EXCELLUS HEALTH PLAN, INC. OR EXCELLUS BENEFITS SERVICES, INC. FROM AUGUST 15, 1996 THROUGH JUNE 3, 2005, PLEASE READ THIS NOTICE CAREFULLY. THIS CLASS ACTION AND THE PROPOSED SETTLEMENT MAY AFFECT YOUR RIGHTS.

I. WHY SHOULD YOU READ THIS NOTICE?

If you are or have been a physician who actively practiced in New York at any time since August 15, 1996, or a physician's group or physician organization, your rights may be affected by a proposed settlement with Excellus, Inc., Excellus Health Plan, Inc., and Excellus Benefits Services, Inc. (together, "Excellus" or "Defendants") in the class action lawsuit known as Dolan, et al. v. Excellus, et al., and a companion case, Medical Society of the State of New York v. Excellus, et al. which is not a class action, but is also the subject of the Settlement Agreement. Together, the Dolan and MSSNY actions against Excellus shall be referred to herein, collectively, as the "Actions." The class representatives and the Medical Society of the State of New York have agreed to settle all claims against Excellus in the Actions in exchange for Excellus' adoption of a number of commitments and initiatives regarding its business practices, provision of certain in-kind benefits to actively practicing physician Class Member claimants and a per capita payment to retired Class Members who do not opt out of this Settlement. The Court has scheduled a hearing to consider the fairness, reasonableness and adequacy of the proposed settlement with Excellus, together with certain other matters, to be held on November 1, 2005 (the "Settlement Hearing").

You may be a member of the Class who therefore would be entitled to receive the benefits of the proposed settlement. As a member of the Class, however, you will also be bound by the release and other provisions of the settlement if it is approved by the Court. You may elect to opt out of the Class and the settlement, as explained below. You also have a right to object to the settlement or to the applications for attorneys' fees and representative plaintiffs' fees that counsel for the Class intend to make to the Court, but only if you comply with the procedures described in this notice. **BECAUSE YOUR RIGHT TO PURSUE CERTAIN TYPES OF CLAIMS AGAINST EXCELLUS AND CERTAIN OTHERS AFFILIATED WITH EXCELLUS BASED ON EXCELLUS' CONDUCT MAY BE AFFECTED BY THE SETTLEMENT, YOU SHOULD READ THIS NOTICE CAREFULLY.**

II. WHAT IS THIS LITIGATION ABOUT?

The Actions have been brought by, and on behalf of, a class of physicians, and by the Medical Society of the State of New York against the Defendants. The complaints in both Actions, which are nearly identical, allege that Excellus denied, delayed and/or reduced payment to physicians by engaging in several types of allegedly improper conduct, including:

- Allegedly failing to disclose the use of edits to unilaterally "bundle," "downcode" and/or reject claims for medically necessary covered services;
- Allegedly failing and/or refusing to recognize CPT modifiers;
- Alleged use of improper guidelines and criteria to deny, delay, and/or reduce payment for medically necessary covered services;
- Allegedly failing to disclose applicable fee schedules; and
- Allegedly failing to pay claims for medically necessary covered services within the required statutory and/or contractual time periods.

The complaints claim breach of contract and violation of various state statutes. If you would like further information about the claims asserted in the Actions, you can review a copy of the complaints on www.mssny.org, www.hspm.com or www.milbergweiss.com.

III. WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?

In a settlement agreement dated May 23, 2005 (the "Settlement Agreement"), the representative plaintiffs and the Medical Society of the State of New York have agreed to settle all claims that were or could have been asserted against Excellus in the Actions in exchange for Excellus' agreement to materially alter a number of its business practices, provide, in the aggregate total value of five million dollars (\$5,000,000) to be distributed on a pro rata basis, certain in-kind benefits to claiming, active, practicing class members who do not opt out of the Settlement, five hundred thousand dollars (\$500,000) for per capita payments to retired or deceased physicians and over one million dollars in funding for agreed-upon Community Health Initiatives. The terms of the Settlement Agreement are summarized in this notice, but a copy of the entire Settlement Agreement can be reviewed on www.mssny.org, www.hspm.com or www.milbergweiss.com.

A. The Settlement Class

The proposed settlement will be on behalf of a settlement class (the "Class") consisting of all Participating and Non-Participating Physicians, Physicians Groups and Physician Organizations who provided Covered Services in the State of New York to any Plan Member or any individual enrolled in or covered by an insured plan in the State of New York offered or administered by any Person named as a defendant in the Actions or by any of their respective current or former subsidiaries or affiliates, in each case from August 15, 1996 through June 3, 2005 (the date that the Court entered its order preliminarily approving the proposed settlement and directing that this notice be provided to you).

B. The Settlement Consideration

If the settlement is approved by the Court, the Settlement Agreement provides for monetary and in-kind benefits as well as other substantial operational benefits to be provided by Excellus to members of the Class and funding for certain Community Health Initiatives.

1. Business Practice Initiatives

As a part of the settlement, Excellus has agreed to certain commitments regarding its business practices. For example, Excellus has agreed to: (a) process and make eligible for payment all physician claims for covered services pursuant to and consistent with the current version of CPT codes; (b) include in its contracts with Physicians a definition of medical necessity which bases medical necessity determinations on generally accepted standards of medical practice, using clinical guidelines that are based on credible scientific evidence published in peer reviewed medical literature (taking into account Physician Specialty Society recommendations, the views of Physicians practicing in the relevant clinical areas, and other relevant factors) when making medical necessity determinations; (c) provide Physicians access to Company's medical necessity external review process; (d) establish an independent external review process for resolving disputes with Physicians concerning many common billing disputes; (e) make investments designed to facilitate the automated adjudication of claims submitted by Physicians and thereby reduce the average time taken by Excellus to pay valid claims; (f) fund initiatives to increase the percentage of claims issues resolved on initial review and thereby reduce the percentage of resubmitted claims; (g) unless otherwise permitted or required by individually negotiated contracts, will not automatically reduce the intensity coding of evaluation and management codes billed for covered services; (h) disclose payment rules and conform its bundling and other computerized editing rules as specified in the agreement; (i) confirm the elimination of "all product" and "gag clauses"; (j) improve accuracy of information about eligibility of plan members; (k) ensure over time payment of valid clean claims within 15 days for electronically submitted claims and 30 days for paper claims; (l) provide Physicians with the ability to view their fee schedule and agree to maintain and update such fees on an annual basis, and (m) establish a compliance dispute resolution mechanism to address disputes regarding Excellus' compliance with the agreement. In addition, Excellus will disclose additional information about its claim administration policies and procedures on its existing website. These changes, as well as others, are more fully described in the Settlement Agreement.

2. In Kind Benefits For Actively Participating Class Members

Excellus has agreed to provide an in-kind benefit to claiming, active, practicing class members who do not opt out of the Settlement. The aggregate value of all such in-kind benefits shall be five million dollars (\$5,000,000) to be distributed on a pro-rata basis to those non-opting-out class member claimants.

3. Payments to Retired/Deceased Physicians

Excellus has agreed to establish a five hundred thousand dollars (\$500,000) fund for non-opting-out individual Physicians who have retired from the practice of medicine or have died and who are members of the Class under the proposed settlement. If the settlement is approved by the Court, these retired or deceased members of the Class will be entitled to a per capita payment from the settlement fund in accordance the Settlement Agreement.

4. Community Health Initiatives

Excellus shall pay one and one quarter million dollars (\$1,250,000), to be applied to certain Community Health Initiatives mutually agreed upon by the parties, and an additional two hundred and fifty thousand dollars (\$250,000) shall be paid by Excellus to the Medical Society of the State of New York, for medical liability reform.

Those Physicians entitled to an in-kind benefit or retiree/deceased payments may instead elect to donate the value of same to the Community Health Initiatives Fund by so indicating on the proof of claim form.

C. The Release and Dismissal with Prejudice

In exchange for this consideration, if the Settlement Agreement is approved, the Actions will be dismissed with prejudice as to Excellus. In addition, Excellus will receive a release and discharge from the Class (which would not include members of the Class who timely elect to opt out of the settlement, as discussed below) of any and all causes of action, judgments, liens, indebtedness, costs, damages, obligations, attorneys' fees, losses, claims, liabilities and demands of whatever kind or character (each a "claim"), arising on or before June 3, 2005 (the date that the Court's order preliminarily approving the settlement was entered), that are, were or could have been asserted against any of the released parties based on or arising from the factual allegations of the complaints in the Actions, whether any such claim was or could have been asserted by any releasing party on its own behalf or on behalf of other persons.

In addition to this release, members of the Class who have not opted out of the settlement will be deemed to have forever abandoned and discharged any and all claims that exist now or that might arise in the future against any other persons or entities, including the other Defendants in the Actions, which claims arise from, or are based on, conduct by Excellus or any of the other released parties that occurred on or before June 3, 2005 and are, or could have been, alleged in the complaints in the Actions, whether any such claim was or could have been asserted by any releasing party on its own behalf or, on behalf of other persons. Nevertheless, the Settlement Agreement does not operate to relieve any person or entity other than Excellus from responsibility for its own conduct or conduct of other persons who are not released parties.

Excluded from the release are claims for certain medically necessary covered services that are or were in the process of being submitted to, adjudicated or paid by Excellus at the time that the Settlement Agreement was entered into and the Court approval process was begun. Moreover, the release does not include any claims that are alleged in the action Rochester Community Individual Practice Association, Inc. v. Finger Lake Health Insurance Company, State of New York, County of Monroe, Index No. 2975/98. This provision is discussed in more detail in section 13.5 of the Settlement Agreement, to which you should refer if you have any questions as to its applicability.

The Settlement Agreement includes a covenant not to sue Excellus or the other released parties for claims that are generally subject to the release, subject to certain limited exceptions which are described in detail in section 13.3 of the Settlement Agreement.

The release provided for in the Settlement Agreement applies to claims whether they are known or unknown. In this regard, each member of the Class that has not timely elected to opt out of the settlement and the Class shall be deemed expressly to have waived and released any and all provisions, rights and benefits conferred under law, as discussed in greater detail in Section 13 of the Settlement Agreement.

IV. WHAT WILL HAPPEN AT THE SETTLEMENT HEARING?

As mentioned above, the Settlement Hearing will be held on November 1, 2005 at 11:00 A.M. at the New York Supreme Court, Monroe County, 545 Hall of Justice, Rochester, New York 14614. However, the order scheduling that hearing also provides that it may be adjourned by the Court and that no additional notice will be provided to potential members of the Class other than an announcement in open court.

At the Settlement Hearing, the Court will consider several different issues:

First, the Court will consider whether the proposed Settlement of the Actions with Excellus that is reflected in the Settlement Agreement is fair, reasonable and adequate to members of the Class.

Second, the Court will consider whether it should certify the Class pursuant to Rule 901 of the New York Rules of Civil Procedure. Among other things, this will require the Court to determine (i) whether questions of law or fact common to the members of the Class predominate over questions affecting only individual members of the Class, and (ii) whether a class action is superior to other available methods for fair and efficient adjudication of the controversy. If the Court certifies the Class, potential Class members who have timely elected to opt out from the Class by following the procedures described below will be excluded from it.

Third, the Court will consider whether to enter orders that would prevent members of the Class and certain other persons from asserting certain claims against Excellus in the future.

Finally, the Court will consider an application by counsel to the Class for attorneys' fees and expenses to be paid by Excellus, which is also discussed in more detail below.

V. CAN I PARTICIPATE IN THE SETTLEMENT HEARING?

Anyone who objects to the proposed Settlement with Excellus, the Settlement Agreement, the application for plaintiffs' attorneys' fees or the other matters to be considered at the Settlement Hearing may appear and present such objections. In order to be permitted to do so, however, you must, on or before September 6, 2005:

- File with the Court a notice of your intention to appear, together with a statement setting forth your objections, if any, to the matters to be considered and the basis for those objections, together with any documentation that you intend to rely upon at the Settlement Hearing, and
- Serve copies of all such materials either by hand delivery or by first-class mail, postage prepaid, upon the following counsel:

Kimberly C. Lawrence, Esq.
HINMAN STRAUB P.C.
121 State Street
Albany, New York 12207

Edith M. Kallas, Esq.
Joseph P. Guglielmo, Esq.
MILBERG WEISS BERSHAD & SCHULMAN LLP
One Pennsylvania Plaza
New York, New York 10119-0165

If you do not comply with the foregoing procedures and deadlines for submitting written objections and/or appearing at the Settlement Hearing, you may lose substantial legal rights, including but not limited to, the right to appear and be heard at the Settlement Hearing; the right to contest approval of the proposed settlement or the application for an award of attorneys' fees and expenses to plaintiffs' counsel; the right to contest approval of the application for an award of a fee to representative plaintiffs; or the right to contest any other orders or judgments of the Court entered in connection with the proposed settlement.

If the Court does not approve the proposed settlement, the Settlement Agreement will be null and void. If there are further actions taken in the Actions that affect your rights, you will receive notice as determined by the Court.

VI. HOW DO I FILE A CLAIM?

As discussed above, the proposed settlement contemplates certain in-kind benefits for actively practicing Physician members of the Class who timely submit claim forms to the settlement administrator and a per-capita payment to claiming retired/deceased Class members. In order to qualify for any in-kind benefits or the per-capita payment, you must complete the enclosed claim form and sign the form, then mail the completed and signed form by NO LATER THAN October 4, 2005 to:

Excellus/Physician Settlement
P.O. Box 42
Minneapolis, MN 55440-0042

IN ORDER TO BE ENTITLED TO RECEIVE ANY CASH OR IN-KIND BENEFITS OR TO DONATE SAME TO THE COMMUNITY HEALTH INITIATIVES FUND, YOU MUST COMPLETE AND SIGN A CLAIM FORM AND THE ENVELOPE RETURNING YOUR CLAIM FORM MUST BE POSTMARKED BY NO LATER THAN OCTOBER 4, 2005. IF YOU DO NOT MAIL YOUR SIGNED CLAIM FORM BY THIS DEADLINE, YOU WILL BE DEEMED TO HAVE WAIVED YOUR RIGHT TO RECEIVE ANY CASH OR IN-KIND BENEFITS.

If you file a claim, you will be electing to be a member of the Class and will be bound by all proceedings, orders, and judgments entered in connection with the proposed settlement and the Settlement Agreement, including the release, covenant not to sue and dismissal with prejudice described above.

VII. WHAT IF I DO NOT WANT TO BE PART OF THE SETTLEMENT?

If you do not want to be a member of the Class and participate in the proposed settlement, then BY NO LATER THAN September 6, 2005 you must send a signed statement to that effect that includes your name, business address, telephone number, Social Security number, Provider Identification Number and Federal Tax Identification Number to the following:

Excellus/Physician Settlement
P.O. Box 42
Minneapolis, MN 55440-0042

TO BE CONSIDERED TIMELY AND TO EFFECTIVELY OPT OUT OF THE SETTLEMENT, YOUR COMPLETED AND SIGNED OPT-OUT NOTICE MUST BE POSTMARKED BY NO LATER THAN SEPTEMBER 6, 2005. IF IT IS NOT POSTMARKED BY THAT DATE, YOUR RIGHT TO OPT OUT WILL BE DEEMED WAIVED AND YOU WILL BE BOUND BY ALL ORDERS AND JUDGMENTS ENTERED IN CONNECTION WITH THE SETTLEMENT.

If you choose to opt out of the Settlement and the settlement Class, you will not be entitled to receive the benefits of the proposed settlement with Excellus, including any payment from the settlement fund or in-kind benefits. Your claims against Excellus will not be released and you will be free to pursue any claims you believe you have.

VIII. WHAT ABOUT ATTORNEYS' FEES AND EXPENSES?

Since the beginning of this litigation, plaintiffs' counsel in the Actions have not received any payment for their services in prosecuting the Actions, nor have they been reimbursed for any out-of-pocket expenses. If the Court approves the proposed settlement, counsel to the plaintiff class will apply to the Court for an award of attorneys' fees, including costs and expenses. In the Settlement Agreement, Excellus agreed not to oppose such an application in the aggregate amount of up to three million dollars (\$3,000,000) and plaintiffs counsel agree to waive the amount of any award in excess of three million dollars (\$3,000,000). If the Court awards plaintiffs' attorneys' fees and expenses in an amount no greater than that amount, Excellus will pay the amount awarded by the Court to plaintiffs' counsel. This payment is in addition to the consideration to the members of the Class that is described above and will not reduce the amount available to members of the Class if the proposed settlement is approved.

IX. WHAT ARE THE REPRESENTATIVE PLAINTIFFS' FEES?

In addition to the application for attorneys' fees and expenses described in the preceding section, in connection with the Court's consideration of the proposed settlement, the representative plaintiffs intend to seek an award from the Court of fees in the amount of up to fourteen thousand dollars (\$14,000) for each representative plaintiff, which if awarded would be in addition to the settlement consideration that will be available to members of the Class generally. In the Settlement Agreement, Excellus agreed not to oppose such an application up to fourteen thousand dollars (\$14,000) for each representative plaintiff. If the Court awards representative plaintiffs a fee up to that amount, Excellus will pay such amount to the representative plaintiffs.

X. WHOM CAN I CONTACT WITH QUESTIONS?

If you have questions regarding this notice, the proposed settlement with Excellus or the Actions generally, you can obtain additional information from the following sources:

On the Internet, at any of these sites: www.mssny.org, kiml@hspm.com or www.milbergweiss.com.

PLEASE DO NOT CALL EXCELLUS, YOUR EXCELLUS PROVIDER RELATIONS REPRESENTATIVE,
THE COURT OR THE CLERK'S OFFICE.

XI. EXAMINATION OF PAPERS

This notice is a summary and does not describe all details of the proposed settlement with Excellus, the Settlement Agreement or the proceedings in the Actions generally. Complete copies of the Settlement Agreement and certain pleadings and papers filed in the Actions can be found for review on the following websites: www.mssny.org, www.hspm.com or www.milbergweiss.com.

In addition, you may review the complete files of papers submitted in the Actions at the office of the Clerk of the Court New York State Supreme Court, Monroe County, during regular business hours.

XII. REQUEST TO FORWARD THIS NOTICE

If you would be a member of the Class described in this notice but you have assigned any claim that might be covered by the proposed settlement or the release described above, please forward this notice to the appropriate person or persons as soon as possible.

PROOF OF CLAIM FORM

DEADLINE FOR SUBMISSION: October 4, 2005

Complete this form to obtain your in-kind benefit or per capita payments or to donate the value thereof to the Community Health Initiative Fund. Members of the Class (as described in the enclosed Notice of Proposed Settlement) who are actively-practicing Physicians are entitled to receive an in-kind benefit. Retired or deceased Class Members are entitled to a per capita payment. No in-kind benefits or payments will be awarded until final approval of the Settlement by the Court, including any and all appeals therefrom.

IF YOU ARE A MEMBER OF THE CLASS AND HAVE NOT OPTED OUT OF THE SETTLEMENT AGREEMENT AND ARE AN ACTIVELY-PRACTICING PHYSICIAN, PLEASE COMPLETE AND RETURN SECTIONS I AND III TO CLAIM OR DONATE YOUR IN-KIND BENEFIT.

IF YOU ARE A MEMBER OF THE CLASS AND HAVE NOT OPTED OUT OF THE SETTLEMENT AGREEMENT AND ARE A RETIRED/ DECEASED PHYSICIAN, PLEASE COMPLETE AND RETURN SECTIONS II AND III TO CLAIM OR DONATE YOUR PER CAPITA PAYMENT. ALL CLASS MEMBERS FILING A PROOF OF CLAIM MUST ALSO COMPLETE THE W-9 FORM AND SIGN THE CERTIFICATION.

SECTION I (For Actively Practicing Physicians)

NOTE: To receive your in-kind benefit, you must select one of the six options listed below and provide all required information. You may only choose ONE in-kind benefit. If you select more than one in-kind benefit, you will be awarded the first fully completed entry. After completing Section I, then complete Section III and return both sections to: Excellus/Physician Settlement, P.O. Box 42, Minneapolis, MN 55440-0042.

1. Medical Equipment Purchase

Physicians can receive a voucher towards the purchase of product(s) that relate to improving the quality of care provided to patients or increase the Physician's efficiency of providing quality care to patients at a discount or at no cost, depending on the cost of the product.

If you select this option, you are required to fill out the information requested in this Section and in Section III in order to receive the voucher for payment of medical equipment.

Vendor Name: _____ Salesperson's Name: _____

Vendor Address: _____

Street Address

City

State

Zip Code

Vendor Phone: (____) _____ - _____

Vendor Fax: (____) _____ - _____

Product Purchased or to be purchased: _____

Purpose of Purchase: _____

Price of Purchase: \$ _____

Date of Purchase: ____ / ____ / _____

PLEASE ATTACH THE INVOICE FOR THE PURCHASE WHICH CLEARLY REFLECTS THE NAME, ADDRESS, TELEPHONE NUMBER, FAX NUMBER (IF AVAILABLE) OF THE VENDOR AND THE PURCHASE PRICE AND THE IDENTIFICATION OF THE ITEM PURCHASED.

Once it is determined that you are a valid member of the Class who has not opted out of the Settlement, and have provided the necessary identifying information set forth above, a payment in the pro-rata amount will be sent directly to the Vendor. **Please note, failure to provide all necessary information could result in your claim being delayed or denied.**

2. Practice Management Consultation

Allows physicians to receive a one-on-one, on-site and/or instructional consultation from an independent consultant recommended by Excellus and agreed to by the Medical Society of the State of New York, for Technology and Practice Management Assessment (e.g. coding evaluation, software evaluation).

If you select this option, please check the box below and fill out the information requested in this Section and in Section III.

Consultation Requested

Once it is determined that you are a valid member of the Class who has not opted out of the Settlement, and have provided the necessary information set forth below in Section III, you will be contacted by an independent consultant to arrange for your consultation. **Please note, failure to provide all necessary information could result in your claim being delayed or denied.**

3. Internet Incentive/Support

Provides funding to support access to electronic connectivity by physician offices such as telephone to web functionality, high speed communications, cable, satellite, or DSL.

If you select this option, you must check one of the designated services below and fill out the information requested in Section III.

Service Selected (please specify only ONE): Telephone to web functionality Cable Satellite DSL or other

Please identify your internet provider: _____

Once it is determined that you are a valid member of the Class who has not opted out of the Settlement, and have provided the necessary information set forth above, you will be contacted by an independent consultant, recommended by Excellus, to arrange for your consultation in the area selected. **Please note, failure to provide all necessary information could result in your claim being delayed or denied.**

4. Continuing Medical Education Support

Depending on the cost, a voucher will be provided to pay for or subsidize the cost of attending a qualifying seminar or conference on topics that support coding practice, delivery of quality health care, the use of technology in physician offices or practice management. Any seminar or educational activity that is sponsored by the Accreditation Council for Continuing Medical Education (ACCME) and accredited and designated for Category 1 credit will qualify.

If you select this option, you are required to fill out the information requested in this Section and in Section III.

Conference/ Seminar Name: _____

Name of Vendor Providing Conference: _____

Vendor Address: _____
Street Address

City State Zip Code

Date of Conference/ Seminar: ___ / ___ / ___ Amount for attendance at Conference/ Seminar: \$ _____

If you selected this option, a voucher will be provided to pay for or subsidize the cost of attending a seminar or conference on topics that support coding practice, delivery of quality health care, the use of technology in physician offices or practice management. To qualify, such seminar or educational activity must be sponsored by the Accreditation Council for Continuing Medical Education (ACCME) and accredited and designated for Category 1 credit.

PLEASE ATTACH AN INVOICE FOR THE CONFERENCE/ SEMINAR AND PROOF OF ATTENDANCE (IF ALREADY ATTENDED). THE INVOICE MUST CLEARLY REFLECT COST, NAME, ADDRESS, TELEPHONE NUMBER, FAX NUMBER (IF AVAILABLE) OF THE VENDOR AND THE CONFERENCE/ SEMINAR AND DATE OF SEMINAR.

Once it is determined that you are a valid member of the Class who has not opted out and have provided the necessary identifying information set forth above to verify the Vendor, the conference/ seminar and the price, a check for the pro-rata amount will be sent directly to the Vendor. **Please note, failure to provide all necessary information could result in your claim being delayed or denied.**

5. Practice Management Vendor Report Interface Development

Excellus would work with physicians and their vendors to enable data access from their practice management system in real time, and to provide technical assistance and upgrades. If you select this option, you must fill out the information requested in this Section and in Section III.

Name of Practice Management System: _____

Name, address, phone number and e-mail address of contact person to contact to set up this in-kind benefit:

Name: _____

Address: _____
Street Address

City State Zip Code

Phone Number: (____) _____ - _____ Email: _____

Once it is determined that you are a valid member of the Class who has not opted out and have provided the necessary information you will be contacted by a representative of Excellus to arrange for development of the vendor interface report. **Please note, failure to provide all necessary information could result in your claim being delayed or denied.**

6. Donation to Community Health Initiatives Fund

By selecting this option, I donate the value of my pro rata in-kind benefit to the Community Health Initiatives Fund. Once it is determined that you are a valid member of the Class who has not opted out and have provided the necessary identifying information in Section II, your pro rata share will be donated to the Community Health Initiatives Fund.

Please direct any questions about these benefits or the information that is required to the settlement administrator at:

Excellus/Physician Settlement
P.O. Box 42
Minneapolis, MN 55440-0042
1-800-396-5655
excellussettlement@rustconsulting.com

By checking this box, I am directing the settlement administrator to inform Excellus that I chose Item _____ for my in-kind benefit.

By checking this box, I am directing the settlement administrator to donate the dollar value of my in-kind benefit to the Community Health Initiatives Fund.

PLEASE NOTE: If you do not submit this form to the settlement administrator prior to October 4, 2005, you will be deemed to have waived your right to any in-kind benefit.

Additionally, if you fail to check either box above it will be deemed that have elected to donate the value of your in-kind benefit to the Community Health Initiatives Fund.

I certify that I have reviewed the enclosed Notice of Proposed Settlement and that I am a member of the class (as described in the enclosed Notice of Proposed Settlement) and am an actively-practicing Physician.

Signature: _____ Print Name: _____

Address: _____
Street Address City State Zip Code

Social Security Number: _____ - _____ - _____ Provider Identification Number and Tax Identification Number: _____

Date: ____ / ____ / ____

SECTION II (For retired or deceased Physicians)

IF YOU ARE A MEMBER OF THE CLASS WHO HAS RETIRED FROM THE PRACTICE OF MEDICINE SUBSEQUENT TO AUGUST 15, 1996 OR ARE THE LEGAL HEIR OR REPRESENTATIVE OF A DECEASED CLASS MEMBER, PLEASE COMPLETE THIS PORTION OF THE FORM AND SECTION III AND RETURN TO: EXCELLUS/PHYSICIAN SETTLEMENT, P.O. BOX 42, MINNEAPOLIS, MN 55440-0042.

By checking this box, I am directing the settlement administrator to pay to me my per capita portion of the settlement fund that has been reserved for retired and deceased Physicians.

By checking this box, I am directing the settlement administrator to donate my per capita payment to the Community Health Initiative Fund.

PLEASE NOTE: If you do not submit this form to the settlement administrator prior to October 4, 2005, you will be deemed to have waived your right to cash benefit and your share of the per capita payment will revert to the Community Health Initiatives Fund.

Additionally, if you fail to check either box above it will be deemed that you have elected to donate the value of your per capita payment to the Community Health Initiatives Fund.

I certify that I have reviewed the enclosed Notice of Proposed Settlement and that I am either a Member of the Class (as described in such Notice of Proposed Settlement) who has retired from the practice of medicine subsequent to August 15, 1996 or that I am the legal heir or representative of a deceased Member of the Class.

Signature (signature of legal heir or representative of deceased Class Member): _____

Print Name: _____ Social Security Number: _____ - _____ - _____

Address: _____
Street Address City State Zip Code

Date: ____ / ____ / ____

SECTION III - SUBSTITUTE FORM W-9

Request for Taxpayer Identification Number ("TIN") and Certification

PART I - Taxpayer Information

NAME: _____

Check appropriate box: Individual/Sole Proprietor Pension Plan Corporation Partnership Trust IRA Other

Enter TIN on appropriate line. For individuals, this is your Social Security number ("SSN"). For sole proprietors, you must show your individual name, but you may also enter your business or "doing business as" name. You may enter either your SSN or your Employer Identification Number ("EIN"). For other entities, it is your EIN.

Social Security Number: _____ - _____ - _____ ~or~ Employer Identification Number: _____ - _____ - _____

PART II - For Payees Exempt From Backup Withholding

If you are exempt from backup withholding, enter your correct TIN in Part I and write "exempt" on the following line: _____

PART III - Certification

UNDER PENALTY OF PERJURY, I (WE) CERTIFY THAT:

- The number shown on this form is my correct TIN; and
- I (we) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (a) I am (we are) exempt from backup withholding; or (b) I (we) have not been notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out item 2 above.

SEE FORM W-9 INSTRUCTIONS

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____, in _____, _____
(Month / Year) (City) (State / Country)

Sign your name here

Type or print your name here

Capacity of person(s) signing (e.g. Beneficial Purchaser, Executor or Administrator)

Excellus/Physician Settlement
P.O. Box 42
Minneapolis, MN 55440-0042



IMPORTANT LEGAL NOTICE