

**CONFIDENTIAL**

**FOR MEMBERS ONLY**

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**NATIONET PROVIDERS<sup>SM</sup>  
PHYSICIAN PARTICIPATION AGREEMENT  
[NATIONET-PHYSICIAN AGREEMENT 05/16/01]**

**ALERT. BE CAUTIOUS. READ THIS NOTICE BEFORE CONTRACTING.**

**THIS IS A NETWORK LEASING PRODUCT. IT APPEARS TO OPERATE LIKE A “SILENT” PPO. *What does that mean to a physician???* IT MEANS THAT United HealthCare IS DEVELOPING A NETWORK OF CONTRACTED PHYSICIANS THAT IT WILL “SELL” OR “LEASE” TO PAYORS, INSURERS AND EMPLOYERS. PHYSICIANS MAY BE REIMBURSED LESS THAN THE FEE MAXIMUMS SHOWN HERE, AND OTHER TERMS OF THIS AGREEMENT MAY ALSO BE DIFFERENT DEPENDING ON THE TERMS OF THE BENEFIT CONTRACT UNDER WHICH THE NETWORK IS ACCESSED.**

**VERY IMPORTANT INFORMATION**

This Agreement does NOT necessarily supersede or replace any existing agreement between Physician and United Health Care Insurance Company and United Health Networks, Inc. This is a new product. It replaces existing United Agreements only to the extent that Benefit Contracts are administered under this particular Agreement.

**Fee Maximums.** The maximum fees for Health Services rendered by Participating Physicians, as determined **from time to time** by United for NatioNet Providers<sup>SM</sup>, its network leasing product. The Fee Maximums for the same Health Service rendered pursuant to different Benefit Contracts **may vary**. In other words, Physician may be reimbursed less than the Fee Maximum, depending on the terms of the Benefit Contract.

**Payment.** Physicians will be reimbursed the **lesser** of (1) Physician’s Customary Charges, less any applicable Member Expenses (copayments, coinsurance amounts or deductibles, **OR the Fee Maximum as determined from time to time by the Plan**, less any applicable Member Expenses (copayments, coinsurance amounts or deductibles).

**IMPORTANT: The Representative Schedule of Maximum Allowable Fees is effective January 1, 2002. The Schedule is very limited in scope.**

**RECOMMENDATION:** Physicians should request a list of ALL Fee Maximums established by United for his/her specialty and analyze the effect of the Fee Maximums upon the medical practice **before** entering this Agreement. Additionally, Physicians should ask for a written response to whether any Benefit Contracts are under different (lower) fee schedules, and if so, for complete copies of such schedules.

<b>Based on 81 Contracts Analyzed 1993-2001</b>	<b>ACTUAL</b>	<b>ADJUSTED</b>
Numeric Rating of this Contract	<b>-64</b>	<b>-54</b>
2000 Rating of United Contract	-57	-48
Range of Ratings for all Contracts	-83 to -4	-76 to +3
Mean Rating for all Contracts	-37	-30

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### **IMPORTANT CONTRACT TERMS**

- Physician acknowledges and agrees that United is **NOT** a Payor under this Agreement. As a result, United is **NOT** responsible for the processing or payment of any claim for Health Services.
- Physician acknowledges and agrees that he or she will **NOT bring any legal, or other, action against United, or any of its affiliates, for any payment issue or claim dispute, of any nature, involving a Payor and/or Third Party Administrator under this Agreement.**
- Physician must accept as payment in full for Health Services rendered to Members such amounts as are paid by Payor pursuant to this Agreement and may **NOT** bill Members for denied charges **which result from Payor's payment policies.**
- If Payor denies payment for services rendered by Physician on grounds that the services are not covered, Physician may **NOT** collect payment from the Member for the services unless Physician first obtains the Member's written consent.
- All information necessary to process the claims must be received by Payor or its designee **no more than 90 days** from the date the Health Services are rendered.
- Physician reimbursement is also subject to the Payor's coordination of benefit rules. This could potentially reduce reimbursement or lengthen the time to recover payments.
- Physician must comply with the protocols adopted by United or by the Payor. These protocols presently include the following:
  1. Refer Members **only to other Participating Providers.**
  2. Be bound by United's credentialing plan, **as modified from time to time by United.**
  3. Be bound by any provider manual/administrative manual, **as modified from time to time by United or Payor.**
  4. Notify Payor for certain Health Services **as determined by Payor** and outlined on Member's identification card.

5. Follow approved billing procedures of Payor.
6. Provide or arrange for the provision of advice and assistance to Members in emergency situation 24 hours per day, 7 days per week.
7. Comply with the requirements for the admitting of Members to a hospital, **as determined by Payor.**

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- If a Payor fails to maintain its responsibility to pay Physician for the provision of Health Services pursuant to the Payor's arrangement with United, the services rendered by Physician are considered **ineligible for reimbursement** under this Agreement, and Physician may bill the Member directly for such services, except in the case of an HMO member accessing the Network.
- This Agreement contemplates that Physician will provide its services to members of an HMO, inasmuch as it contains a Payor insolvency clause. This clause means that Physician will have **no recourse** against the patient for covered services in the event of nonpayment by a Payor, even if the reason for nonpayment is the insolvency of the Payor. This statutory requirement as to HMO members supersedes the Physician's ability to bill/collect from patients when a Payor does not pay, regardless of the reason for nonpayment.
- United will have access to and the **right to audit information and records** during the term of this Agreement and for 3 years following its termination. It is Physician's responsibility to obtain any Member consent required in order to provide United with requested information and records or copies of records.
- United may amend this Agreement **unilaterally** by sending a copy of the amendment to the physician or clinic thirty days prior to its effective date. Under the terms of the Agreement, the signature of the Contracted Physician is **not required** to give effect to such amendments.
- Either party may terminate the Agreement **without cause** upon 90 days written notice to the non-terminating party.
- This Agreement contains **a binding arbitration provision**, requiring that any arbitration proceedings be conducted in Hennepin County, Minnesota. Further, the Physician is required to fully exhaust all remedies afforded under the Plan procedures before invoking arbitration.