ADMINISTRATIVE AND MANAGEMENT SERVICES AGREEMENT

This ADMINISTRATIVE AND MANAGEMENT SERVICES AGREEMENT (this "Agreement") is made and entered into with an effective date of January 1, 2014, by and between Trilogy Health Insurance, Inc., a Wisconsin domestic insurance company ("Trilogy"), with its principal place of business located in Waukesha County, Wisconsin, and Scas Management Group, LLC, a Wisconsin limited liability company ("SMG") whose principal place of business is located in Milwaukee County, Wisconsin.

WHEREAS, Trilogy is a Wisconsin-based health insurance company and intends to enter into a contract with the Wisconsin Department of Health Services to administer Medicaid health plan benefits to eligible individuals in its service area under the Wisconsin BadgerCare Plus and Medicaid SSI Programs (the "Business");

WHEREAS, SMG provides certain administrative and management services for health plans and other businesses;

WHEREAS, Trilogy and SMG mutually desire that SMG perform such Administrative Services (hereinafter defined) on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration for the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1 DEFINITIONS.

For the purposes of the Agreement, the following definitions shall apply:

1.1 "**Administrative Services**" means the services to be provided by SMG as set forth in this Agreement, including without limitation, those services set forth in Exhibit C to this Agreement, and any other services to be provided by SMG as may be mutually agreed to in writing by the parties.

1.2 "**Advocate**" or "**Member Advocate**" means the position described in the DHS Contract.

1.3 **"Affiliate"** of a Person means: (a) any other Person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such Person; (b) any officer, director, manager, partner, member, employer or direct or indirect owner, whether legally, beneficially or otherwise, of 5% or more of any class, series or other type of equity or voting securities or other ownership interests of such Person; or (c) any other Person for which a Person described in clause (b) acts in any such capacity.

1.4 "**BadgerCare Plus**" means one of the Wisconsin Medical Assistance Programs operated by the Wisconsin Department of Health Services under Title XIX of the Federal Social Security Act, and Chapter 49, Wis. Stats.

1.5 "**BEAF**" means billing error, abuse or fraud.

1.6 "**Case Management**" means case management services as defined in the DHS Contract.

1.7 "**Claim**" means a request for payment received as paper, through EDI, web interface or any other method submitted by a provider for health care services rendered.

1.8 "**Clean Claim**" means a Claim submitted to SMG that has no defect, impropriety, lack of any required substantiating documentation, or particular circumstance requiring special treatment that prevents timely payment in accordance with Medicaid regulations or as stipulated in the DHS Contract.

1.9 "**Covered Services**" means those medical, dental, behavioral or ancillary services which are covered under the Wisconsin Medical Assistance Program governed by applicable Wisconsin Law. Covered Services also includes those services Trilogy has added to its benefit plan as defined by Trilogy's Member handbook and provider procedure manual or Trilogy's internal policies & procedures.

1.10 "**CPT**" means Current Procedural Terminology, the code set maintained by the American Medical Association through the CPT Editorial Panel. The CPT code set describes medical, surgical, and diagnostic services and is designed to communicate uniform information about medical services and procedures among physicians, coders, patients, accreditation organizations, and payers for administrative, financial, and analytical purposes.

1.11 "**DHS**" means the Wisconsin Department of Health Services.

1.12 "**DHS Contract**" means the contract in force during the term of this Agreement between Trilogy and DHS entitled "Contract for BadgerCare Plus and/or Medicaid SSI HMO Services Between The HMO and The Wisconsin Department of Health Services."

1.13 "**EDI**" means electronic data received by SMG, including, but not limited to, Claims and Encounters.

1.14 "**Encounter**" means a record of a paid or denied Claim or capitated service received as paper, through EDI, web interface or any other method submitted by a provider or subcontractor of Trilogy.

1.15 "**Event of Default**" For the purposes of this Agreement, an "Event of Default" with respect to a party shall be deemed to have occurred upon any one of the following:

1.15.1 Any material breach by such party in the due observance or performance of any covenant, condition, or agreement contained in this Agreement, which breach continues unremedied for thirty (30) days after written notice of the alleged breach is sent by the non-breaching party to such party; provided, however, that if a complete cure of the alleged material breach cannot reasonably be accomplished within thirty (30) days after written notice of the breach, the breaching party shall not be deemed to be in material breach if the breaching party has substantially commenced action to remedy the alleged breach within thirty (30) days after the notice of breach and diligently pursues such remedy. Written notice of any alleged breach shall set forth the nature and details of the breach with sufficient specificity as to fully describe the nature of the alleged breach.

1.15.2 If such party materially fails to comply with applicable Laws or any Order or acts or fails to act in a negligent or reckless manner or in a manner that

materially and adversely affects such party's ability to perform under this Agreement (or with respect to Trilogy, under the DHS Contract) if such failure to comply, act or failure to act continues uncorrected for thirty (30) days after written notice of such conduct from the non-defaulting party.

1.16 "**HEDIS**" means Healthcare Effectiveness Data and Information Set and the activities and requirements as described in the DHS Contract.

1.17 "**HMO**" means a health maintenance organization or insurance company under contract with DHS to provide Medicaid services to its enrolled Members.

1.18 "**IPN**" means Independent Physicians' Network, Inc.

1.19 **"Law"** means any code, law, ordinance, regulation, reporting or licensing requirement, rule or statute applicable to a Person or business, including, without limitation, those promulgated, interpreted or enforced by any Regulatory Authority.

1.20 **"Liability"** means any direct or indirect, primary or secondary, liability, indebtedness, obligation, damage, penalty, assessment, cost or expense (including, without limitation, costs of investigation, collection and defense), claim, deficiency, guaranty or endorsement of or by any Person of any type, whether accrued, absolute or contingent, liquidated or unliquidated, matured or unmatured or otherwise.

1.21 "**LOA**" means letter of agreement.

1.22 "**Member**" means all eligible Medicaid recipients covered under the DHS Contract.

1.23 "**MOU**" means Memorandum of Understanding and refers to the list of MOUs that Trilogy is required to have in place under the DHS Contract.

1.24 "**OCI**" means the Wisconsin Office of the Commissioner of Insurance.

1.25 **"Order"** means any administrative decision or award, decree, injunction, judgment, order, quasi-judicial decision or award, ruling or writ of any federal, state, local or other court, arbitrator, mediator, tribunal or Regulatory Authority.

1.26 "**Paid/Denied**" for the purposes of referring to Claims shall be a reference to the date a check or other method of payment is cut or made to a provider or the date a remittance indicating either payment or denial is generated.

1.27 "**Pend, Pended, Pending**" for the purposes of referring to Claims or Encounters shall be a reference to the time frame either category is waiting to be Paid/Denied. Pended claims may or may not be "Processed."

1.28 **"Permit"** means any federal, state or local governmental approval, authorization, certificate, filing, license, notice or permit that is or may be binding upon any Person or its business.

1.29 **"Person"** means a natural person or any legal, commercial or governmental entity, including, but not limited to, a corporation, joint venture, general partnership, limited

partnership, limited liability partnership, limited liability company, trust, business association, group acting in concert, or any such Person acting in a representative capacity.

1.30 "**Plan**" means the Wisconsin Medical Assistance Programs operated by DHS under Title XIX of the Federal Social Security Act, Chapter 49, Wis. Stats., and related Laws.

1.31 "**Processed**" for the purposes of referring to Claims or Encounters means the application of all benefit policies and procedures to determine payment or denial of Covered Services or otherwise making either category available for payment or denial in the database.

1.32 "**QAPI Program**" means the Quality Assurance Performance Improvement program described in the DHS Contract.

1.33 **"Regulatory Authority"** means any federal, state or local regulatory agencies having jurisdiction over the parties and their respective businesses.

1.34 "**Reinsurance**" means insurance that is purchased by Trilogy from another insurance company as a means of risk management whereby the reinsurance company covers losses of Trilogy over a specific amount.

1.35 "**Service Area**" means the State of Wisconsin.

1.36 "**SSI**" means the disabled and/or frail elderly population who qualify for benefits under the Social Security Income statutes in Wisconsin.

1.37 "**Subrogation**" means the process through which reimbursement is sought from a third-party source for the cost of medical services paid for by Trilogy or payable by Trilogy when said third-party source is primarily liable for those costs.

1.38 "**THS**" means Trilogy Health Solutions, Inc., a corporation that provides various administrative services to Trilogy.

1.39 "**VBA**" means the benefits processing system used by SMG to process eligibility, membership, Claims, prior authorizations, Case Management, and general report data.

2 WARRANTIES AND COVENANTS.

2.1 Applicability of Laws. The parties agree that each party's obligations to the other party hereunder shall be governed and controlled, as far as is reasonably practicable, within the precepts of applicable Laws.

2.2 Authority to Bind. Each party warrants and represents that it has full power and authority to enter into this Agreement and to bind itself to performance hereunder. Each party further warrants and represents that the individual signing this Agreement is an officer or a principal of such party or has been granted or delegated all requisite power and authority to bind such party.

2.3 Proprietary Control. Each party reserves all rights to and control over its names, symbols, service marks or trademarks now existing or hereafter established. Neither party shall use the other party's names, symbols, service marks or trademarks for any purpose without the prior written consent of the other party.

2.4 Retention of Authority. Notwithstanding anything contained in this Agreement to the contrary, the parties acknowledge and agree that Trilogy shall retain the ultimate authority to manage the Business, including but not limited to, the right to establish general operating policies, to control its assets, and to manage and supervise all aspects of the Business, unless specifically delegated to SMG hereunder.

2.5 Compliance with Applicable Laws and Orders. Each party to this Agreement hereby agrees to comply with all applicable Laws, including but not limited to, those related to the BadgerCare Plus and Medicaid SSI programs and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and Orders.

2.6 Insurance. Each party to this Agreement hereby agrees to obtain and maintain, at its own expense, policies of insurance (or equivalent self-insurance) for general business operations and professional negligence for itself and its employees, agents and representatives in amounts equal to or greater than the minimum required by any applicable Law or otherwise in accordance with standard practices for its industry, including but not limited to D & O and E & O or professional liability and comprehensive liability, worker's compensation, and fidelity bonds.

3 OBLIGATIONS OF SMG.

3.1 Scope. During the term hereof, SMG shall perform all duties and obligations imposed on it under this Agreement on behalf of Trilogy as specified in this Agreement, including, but not limited to, those listed in Exhibits A and C, and shall prepare and submit all reports required in Exhibit D. Trilogy will consult with SMG in regard to any operational changes that are expected to affect SMG's performance of Administrative Services prior to making any such changes. SMG shall accommodate all reasonable changes. If the accommodation of any change shall materially affect SMG's obligations or costs to provide Administrative Services hereunder, SMG shall not be required to make such accommodation unless Trilogy and SMG shall first agree to the changes. If the parties are unable to agree, Trilogy may contract with a third party to perform such service or otherwise delegate it to a third party.

3.2 Additional Services. If Trilogy requests a service that is not identified herein (or directly incidental thereto), then SMG may either (i) notify Trilogy of its inability to provide the requested service and, in such event, SMG shall have no obligation or Liability to Trilogy with respect thereto and Trilogy may contract with a third party to perform such service or otherwise delegate it to a third party, or (ii) take such action as it and Trilogy may agree with respect to such service within a reasonable period of time after the request is made. If DHS requests a service from Trilogy that is not identified herein (or directly incidental thereto), however, then SMG shall immediately comply with the DHS request within the timeframe required by DHS pending agreement for payment for such additional services. In the event SMG and Trilogy do not reach agreement within sixty (60) days as to payment for said services, SMG shall have the right to terminate providing such additional services, and Trilogy shall pay SMG its internal and external costs and expenses incurred in providing such additional services.

3.3 Access to DHS Contract Data. Notwithstanding any other provision of this Agreement to the contrary, SMG agrees to allow Trilogy, DHS, the U.S. Department of Health Services, OCI or other Regulatory Authority or their designees to evaluate, through inspection or

other means the facilities of SMG, including audit, evaluation or inspection of any books, contracts, medical or enrollee information and other records of SMG that pertain to any aspect of services performed hereunder, reconciliation of benefit liabilities, and determination of amounts payable under the DHS Contract or as Trilogy may deem necessary in connection with the DHS Contract.

3.4 Affirmative Action/Civil Rights Compliance. SMG agrees to comply with all requirements of Trilogy's Affirmative Action and Civil Rights Compliance Plan ("CRC Plan"), as provided to SMG by Trilogy. SMG agrees to sign an LOA with Trilogy in that regard. At such a time as SMG has 50 or more employees and receives over $50,000 in payments hereunder, SMG will complete its own CRC Plan and submit same to Trilogy.

3.5 Business Associate Agreement. SMG agrees to comply with the Business Associate Agreement attached as Exhibit E.

3.6 Claim Processing. SMG agrees to process Claims in compliance with all applicable Laws and contractual requirements of DHS or other state Regulatory Authority. In processing claims, SMG agrees to:

3.6.1 apply reasonable cost containment procedures;

3.6.2 use best efforts to identify BEAF;

3.6.3 maintain Claim processing policies and procedures and make them available to Trilogy upon request;

3.6.4 pursue and administer coordination of benefits Claims in accordance with applicable Laws and apply primary insurer's benefits to Trilogy's obligation;

3.6.5 prepare, collect supporting documentation and submit reports/request for recovered money to DHS or Trilogy's Reinsurance carrier, and support Subrogation recoveries by cooperating with and supplying Trilogy's Subrogation vendor any information needed to provide Subrogation services on Trilogy's behalf related to Claim payment, and reconcile DHS / County / Subrogation vendor and other recovered monies through VBA if applicable, and generate claim reports for Trilogy and its reinsurer on a monthly basis; and

3.6.6 notify Trilogy of all claims greater than $50,000 for approval by Trilogy or its designee and any Claims that could reasonably be expected to implicate Reinsurance. As a condition to this subsection, Trilogy shall notify SMG of the terms of such Reinsurance and the criteria to trigger notification to Trilogy of said Claims.

3.7 Compliance with Policies & Procedures. SMG agrees to comply with all of Trilogy's written policies & procedures provided to SMG that govern any activity SMG is responsible for under this Agreement.

3.8 Cooperation with Audits. SMG agrees to assist Trilogy in any audits or inspections by OCI, DHS, designees representing the State of Wisconsin or local counties, employed or consulting auditors during the course of independent audits, certification audits, or audits conducted by external quality review organizations. SMG agrees to provide access to

SMG premises, all related Trilogy materials, representatives of Trilogy and duly authorized agents or representatives of DHS, U.S. Department of Health and Human Services and OCI.

3.9 Cultural Competency. SMG agrees to comply with Trilogy's cultural competency policies in its interaction with Members and providers in all communication and in any written material created for same on behalf of Trilogy.

3.10 Customer Service. SMG agrees to provide phone coverage for general customer service, Member services and provider services Monday through Friday from 8:00AM to 5:00PM with the exception of legal and SMG holidays which shall be communicated to Trilogy and agreed upon by both parties at the start of this Agreement. SMG is not responsible for providing after hours, weekend or holiday telephone support to Trilogy under this Agreement.

3.11 Disaster Recovery. SMG will provide a disaster recovery plan which includes backup of Trilogy data and a back up physical location at the Trilogy office with a secondary location at IPN which will be available to both SMG and Trilogy in the event of a disaster.

3.12 Employ Staff. SMG agrees to hire, subcontract, appoint, and supervise all personnel at SMG necessary to carry out the responsibilities of this Agreement, in the reasonable judgment of SMG. All such personnel shall be appropriately trained and qualified to perform such responsibilities and shall obtain and maintain any necessary Permits. All persons providing Administrative Services shall be employed or subcontracted by SMG, and SMG shall be solely responsible for the payment of all wages, fringe benefits, and other compensation associated therewith and for tax withholding as required by Law, and sums for income tax, unemployment insurance, Social Security, or any other withholding required by applicable Law or Regulatory Authority, worker's compensation and overhead associated with SMG employees or subcontractors. SMG shall indemnify and hold Trilogy harmless from any Liabilities to such personnel and from any Liabilities to third parties which may arise with respect to such personnel for any failure by SMG or such personnel to comply with the requirements of this subsection. Whenever SMG utilizes its personnel or subcontractors to perform services for Trilogy pursuant to this Agreement, such personnel or subcontractors shall at all times remain employees or subcontractors of SMG, subject solely to SMG's direction and control.

3.13 Finance and Accounting. SMG will provide the data and reports as defined in Exhibits C and D to enable Trilogy to perform the financial services which are not allocated to SMG through this Agreement. SMG will perform high level review of the 820 prior to supplying Trilogy with a report. Any follow up with DHS regarding the capitation payments and the 820 is Trilogy's responsibility. SMG will process and pay access payments for hospitals, critical care hospitals and ambulatory surgical centers in accordance with the DHS Contract. SMG will also process payments to primary care physicians under the Affordable Care Act primary care enhanced payment program. SMG will maintain statistical records for the completion of Form 1099s, shall distribute Form 1099s, and will complete IRS reporting related to such Form 1099s. Any financial services not listed in Exhibit C as allocated to SMG or are not otherwise designated as an SMG responsibility in this Agreement or by written agreement of the parties are not SMG's responsibility.

3.14 Grievance Program. SMG agrees to comply with Trilogy's Member grievance policy & procedure and immediately notify Trilogy upon receipt of a grievance. No action,

written or otherwise, shall be performed by SMG on a grievance without the prior approval of Trilogy. SMG will designate at least one individual to serve on Trilogy's grievance committee.

3.15 Identify and Manage Disenrollment Requests. On behalf of Trilogy, SMG agrees to collect required documentation and submit requests for disenrollment to the state and/or county as defined in Trilogy's policies & procedures.

3.16 Interpretation and Translation. SMG agrees to coordinate or arrange for interpretation services for Members and send required Member communication materials for translation into the languages and formats necessary to comply with DHS requirements utilizing Trilogy's contracted interpretation and translation vendors.

3.17 Licensure. SMG agrees to obtain and maintain all required Permits (or will have such Permits prior to the provision of any services requiring such Permits) to provide Administrative Services in accordance with applicable Laws.

3.18 Marketing. SMG will contribute to the Trilogy Member outreach and communication plan by listing the following materials distributed by SMG for Member outreach: Member handbook and welcome packet materials. SMG is not responsible for creating or collecting other outreach and marketing activities and materials for Trilogy or for its other subcontractors nor is SMG responsible for writing the overall plan or submitting it to DHS for approval as required by the DHS Contract. SMG will not distribute any marketing or informational materials it supplies to Members under this Agreement without the consent of Trilogy and DHS.

3.19 Member Information. SMG agrees to implement and maintain appropriate measures designed to safeguard Trilogy's Member information and Member information systems. SMG shall adjust its information security program at the request of Trilogy for any relevant, reasonable changes dictated by Trilogy's assessment of risk around its Member information and Member information systems. Confirming evidence that SMG has satisfied its obligations under this subsection shall be made available, during normal business hours, for inspection by Trilogy, anyone authorized by Trilogy, and any Regulatory Authority with jurisdiction over the parties' business activities.

3.20 Notification of Impending Action. SMG agrees to notify and advise Trilogy of any pending, threatened, contemplated or possible Order, litigation, claim or assessment relating to the Business or Trilogy promptly upon receipt, knowledge or notice of such Order, litigation, claim or assessment. Trilogy shall retain the right to initiate and defend all legal actions involving the Business or Trilogy and shall assume all Liabilities related to such actions. SMG shall provide assistance and information to Trilogy and legal counsel necessary to the initiation or defense of such legal actions at Trilogy's sole cost and expense.

3.21 Ownership and Use of Data and Database Retention. Trilogy acknowledges and agrees that SMG retains the right to use all Member data, including, without limitation, Claims data, data compilations, abstracts, aggregations, and statistical summaries (collectively "Member Data") with respect to BadgerCare Plus and/or Medicaid SSI business regardless of by whom such Member Data was prepared solely for the purpose of meeting its obligations under this Agreement. SMG will not sell or otherwise transfer any Member Data nor violate HIPAA privacy but may use de-identified statistical summaries of its performance measures and

outcomes in the area of quality, cost effectiveness of SMG's Administrative Services, savings attained in medical loss ratio or other costs for the purpose of attracting new clients. SMG shall maintain a computerized management information system necessary to carry out its responsibilities under this Agreement which information system complies with requirements of such a system under the DHS Contract. SMG shall provide Trilogy with direct electronic access to its management information system as it relates to Trilogy's business. SMG acknowledges and agrees that Trilogy owns all Member Data. Upon termination of this Agreement SMG and Trilogy shall cooperate reasonably with each other to effect an orderly transition of Trilogy's property, including, but not limited to, Member Data. The database format shall be in a format reasonably acceptable to Trilogy such that all data elements and documentation of said elements are reasonably defined such that Trilogy may retrieve and interpret the data therein; provided however, that SMG shall have no obligation to disclose copyrighted material in violation of any license agreement it may have with a third party.

3.22 Performance Standards. In performing or providing functions and services hereunder, SMG shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by SMG for its own business. SMG shall perform services according to the performance standards as shown in Exhibit A. SMG agrees to maintain sufficient facilities (in its reasonable judgment) of the kind necessary to perform the services under this Agreement.

3.23 Interpretation of Plan Provisions. SMG shall have no obligation to interpret ambiguities or conflicts that may exist in any provision of the Plan. In providing services hereunder which require the exercise of judgment by SMG, SMG shall perform any such service in accordance with standards and guidelines Trilogy develops and communicates to SMG. In performing any services hereunder, SMG shall, at all times, act in a manner reasonably calculated to be in or not opposed to the best interests of Trilogy.

3.24 Provider Appeals. SMG agrees to comply with Trilogy's provider appeal policy & procedure and adjudicate appeals in accordance with such policy & procedure, as provided to SMG. No exceptions to written Claims processing procedures shall be performed by SMG on a provider appeal without the prior approval of Trilogy. Trilogy maintains the final authority to override its policy & procedure on a provider appeal.

3.25 Provider Contracting. SMG agrees to assist Trilogy or THS in the acquisition and negotiation of provider contracts and MOUs necessary to maintain an adequate provider network as required in the DHS Contract.

3.26 Provider Relations. SMG agrees to work in conjunction with Trilogy to maintain positive working relationships with Trilogy providers and to resolve any provider-related issues.

3.27 Provision of Data. SMG agrees to provide Trilogy all documents and information necessary for Trilogy to comply with Trilogy's requirements for submitting information under the DHS Contract, including, but not limited to, data used for Encounter reporting.

3.28 Quality Assurance. SMG agrees to implement, in cooperation with Trilogy, a quality assurance program intended to enhance the quality and cost effectiveness of Administrative Services provided to Trilogy by SMG under this Agreement, including, but not

limited to, audits of Claims, pre-check edit checks, data integrity reports, customer service response levels, etc. SMG will participate in Trilogy's QAPI Program and any other quality assessment/performance improvement program of Trilogy and contribute required data. SMG will designate one or more individuals to serve on Trilogy's QAPI Program committee to represent the services that SMG provides.

3.29 Record Retention. All records, books and files established and maintained by SMG by reason of its performance of services under this Agreement shall be deemed the property of Trilogy and shall be maintained by SMG in accordance with applicable Laws. Such records should be available, during normal business hours, for inspection by Trilogy, anyone authorized by Trilogy, and any Regulatory Authority with jurisdiction over Trilogy's business activities or their designees. Copies of such records, books and files shall be delivered to Trilogy on demand and at Trilogy's sole cost and expense. Copies of all such records, books and files shall be promptly transferred to Trilogy by SMG upon termination of this Agreement at no cost to Trilogy. SMG shall maintain a policy of record retention consistent with applicable Law.

3.30 Remote Access. SMG agrees to provide users specified by Trilogy with remote access to its benefit administration system for a per user fee. This includes access fees for Trilogy users as well as users within other Persons to which Trilogy delegates administrative duties.

3.31 File Transmissions. SMG agrees to provide Trilogy's designated bank with a positive pay file and to provide Trilogy with a weekly Pended/unpaid Claim file, a weekly Claim file (paid Claims), a monthly premium file, and a monthly eligibility/membership file.

3.32 Provider Database. SMG agrees to provide an updated provider database file to Trilogy on a monthly basis.

3.33 Hardware Support. SMG agrees to provide application hardware support services for its SMG-specific hardware, consisting of: (a) maintenance, (b) disaster recovery services, (c) security (d) operations and (e) operating system used in the capacity of fulfilling the obligations of SMG under this Agreement.

3.34 Application Support. SMG agrees to provide application support for specialized computer software utilized by SMG and accessed by Trilogy or any of its designees consisting of: (a) application maintenance, (b) application support (c) user maintenance and (d) provider/fee loads.

3.35 IPN Access. SMG agrees to provide IPN access to unpaid Claims prior to processing for the purpose of IPN review.

4 OBLIGATIONS OF TRILOGY.

4.1 Exclusivity. Except as otherwise provided in this Agreement or unless otherwise mutually agreed, during the term hereof, Trilogy shall use SMG exclusively to perform all duties and obligations imposed on SMG under this Agreement and specified in Exhibit C under the column labeled "SMG" and those duties and obligations contained in Exhibit D.

4.2 Audit Representation. Trilogy agrees to designate a Trilogy employee to assist DHS and/or its designated external quality review organization and facilitate audits of any aspect of Trilogy's performance under the DHS Contract.

4.3 Check Stock. Trilogy agrees to provide SMG with all necessary information and access to allow SMG to print checks off of SMG's system.

4.4 Contract Administration. Trilogy agrees to designate an individual to serve as the contract administrator for the DHS Contract. This individual may be an employee of Trilogy or a subcontracted individual operating under the authority of Trilogy. The contract administrator is the liaison between Trilogy and DHS. All information obtained regarding the DHS Contract shall be passed on to SMG to the extent such information relates to any services that are performed by SMG on Trilogy's behalf.

4.5 Contract Compliance. Trilogy agrees to designate a Trilogy employee to serve as compliance officer to oversee Trilogy's compliance with the DHS Contract, applicable Laws and to oversee said compliance by SMG and other Trilogy subcontracted entities as described in the DHS Contract.

4.6 Eligibility, Changes, and Terminations. Trilogy agrees to cause Member eligibility data to be sent to SMG through an electronic file from DHS. Members are deemed to be eligible or not eligible for services as represented on that file. Neither Trilogy nor SMG has any authority to determine eligibility or enroll or disenroll a Member except in the case of exemptions and disenrollment requests under the conditions specified in the DHS Contract.

4.7 Finance and Reporting. Trilogy agrees to prepare and submit all OCI reporting as required by applicable Laws. Trilogy agrees to provide the finances to cover Claims payment on a weekly basis upon receipt by Trilogy or its bank of a positive pay claim file from SMG. Trilogy agrees to provide SMG with the information necessary to reconcile refunds through VBA. Trilogy agrees to collect and reconcile accounts receivable and money recovered due to Subrogation, retro eligibility changes, Claim overpayments, COB, Reinsurance money due, state reimbursement money due or otherwise. Trilogy agrees to prepare and submit the filing of HMO taxes. Any financial services or financial functions not designated as an SMG responsibility in this Agreement remain the responsibility of Trilogy.

4.8 Fraud and Abuse. Trilogy agrees to designate an individual to serve as the fraud and abuse compliance officer to monitor potential fraud and abuse. This individual may be an employee of Trilogy or a subcontracted individual operating under the authority of Trilogy.

4.9 Legal Liability and Accountability. In compliance with the DHS Contract, Trilogy agrees to remain legally liable and accountable to DHS for all functions and responsibilities delegated to SMG.

4.10 Marketing. Trilogy agrees to provide SMG with Trilogy letterhead and envelopes. Trilogy agrees to create marketing plans and materials in accordance with the DHS Contract and other regulatory requirements. Trilogy agrees to be responsible for the development of the Member outreach and communication (marketing) plan, creation and/or collection of related materials as applicable from Trilogy's other subcontractors and submission of the outreach plan for approval to DHS at the time it is due as defined in the DHS Contract.

4.11 Medical Records. If medical records or any supporting documentation are required for any services provided by SMG under this Agreement and there is a cost to obtain such records or documents, Trilogy shall be responsible for paying that cost. If any such records or documents are required by Trilogy or any of its other subcontractors for financial reporting, quality activities, or reporting or any other reason, SMG is not responsible for requesting that information for Trilogy or its other subcontractors or vendors nor is it responsible for paying any cost associated with obtaining such records or documents.

4.12 Member Advocate. Trilogy agrees to employ a Member Advocate to fulfill the obligations and duties of an Advocate as defined in the DHS Contract and to serve as grievance committee chairperson, Member grievance and appeals coordinator and Member/community outreach (health fairs) representative.

4.13 Other Information. Trilogy agrees to furnish SMG with such other information as SMG may reasonably require in order to perform its duties under this Agreement.

4.14 Plan Changes. If a change in administration of the Plan is necessary due to changes required by DHS, Trilogy may request that SMG comply with such a change as soon as is administratively possible, but no later than sixty (60) days after said Plan change is effective. If the Plan change would require SMG to substantially change its computer programs or ongoing Claims procedures as reasonably determined by SMG, Trilogy shall reimburse SMG for the expense of such changes. If the change shall materially affect SMG's obligations or costs to provide Administrative Services hereunder, SMG shall not have any obligation to accommodate the changes unless the parties first agree to such changes. If the parties are unable to agree, Trilogy may contract with a third party to perform such service or otherwise delegate it to a third party.

4.15 Privacy Officer. Trilogy agrees to designate a privacy officer to oversee compliance with HIPAA. This individual may be an employee of Trilogy or a subcontracted individual operating under the authority of Trilogy.

4.16 Subcontractor Oversight. Pursuant to SMG's standing as a subcontractor, and in compliance with the DHS Contract, Trilogy will conduct a formal review of SMG in relation to services at least once per year. Any deficiencies identified or areas of improvement will be identified and SMG will take appropriate corrective action.

5 COMPENSATION AND FEES.

In consideration of SMG's performance of Administrative Services hereunder, Trilogy shall pay SMG administrative fees and charges as specified in Exhibit B.

6 CONFIDENTIALITY.

6.1 SMG. SMG and its employees and agents shall keep confidential, and shall not divulge to any other party, the proprietary, confidential information of Trilogy, including but not limited to, records and data and information relating to such matters as finances, methods of operation and competition, pricing, marketing plans and strategies, equipment and operational requirements and information concerning personnel, customers and suppliers (collectively, the "Trilogy Confidential Information"). Except as otherwise provided in this Agreement, SMG

shall limit access to Trilogy Confidential Information to SMG's employees and agents on an as needed basis in order that they may perform SMG's obligations under this Agreement. With the exception of Member Data to the extent permitted by Section 3.21, SMG shall not make any independent use of any Trilogy Confidential Information (including any copies thereof other than copies of the database required to be retained by SMG pursuant to Exhibit D) and shall promptly return to Trilogy all Trilogy Confidential Information upon termination of this Agreement and the end of any run-out claim period.

6.2 Trilogy. Trilogy and its employees and agents shall keep confidential, and shall not divulge to any other party, confidential information of SMG (the "SMG Confidential Information" and, together with the Trilogy Confidential Information, "Confidential Information"). Trilogy shall not make any independent use of any SMG Confidential Information and shall promptly return to SMG all SMG Confidential Information (including any copies thereof except as required for Trilogy to interpret the database provided by SMG pursuant to Subsection 3.21 of this Agreement) upon termination of this Agreement.

6.3 Exceptions. The requirements of this Section 6 shall not apply to either party's Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by the other party in violation of this paragraph, or (ii) is required to be disclosed by Law, by Order, or by a judicial, administrative or Regulatory Authority and then only to the extent of such required disclosure.

6.4 Injunctive Relief. The parties agree that a violation of this section would cause irreparable damage to the party whose Confidential Information is disclosed or appropriated and that the damaged party would not have an adequate remedy at law. In the event of breach or a threatened breach by a party or its employees or agents of the provisions of this Section 6, the other party shall be entitled to an order enjoining or restraining the breaching party from disclosing, in whole or in part, any Confidential Information without the necessity of posting bond or other security.

7 AMENDMENT, TERM AND TERMINATION.

7.1 Term. The initial term of this Agreement shall be for a period of four (4) years, commencing on the effective date and continuing through December 31, 2017 (the "Initial Term"). Beginning as of January 1, 2018, the term of this Agreement shall automatically be renewed for an additional three (3) year term (a "Renewal Term"), unless one party provides to the other party advance written notice of non-renewal of this Agreement at least three hundred sixty-five (365) days before the end of the then existing term of the Agreement, whether that be the Initial Term or a Renewal Term.

7.2 Amendment. This Agreement may not be amended or modified except by written agreement of the parties which specifically references this Agreement.

7.3 Termination. This Agreement may be terminated upon the occurrence of any of the following events:

7.3.1 Mutual Agreement. This Agreement may be terminated by the mutual written agreement of SMG and Trilogy.

7.3.2 Event of Default. Either party may terminate this Agreement at any time during its Initial Term or any Renewal Term for an Event of Default affecting the other party.

7.3.3 Termination of DHS Contract. This Agreement shall automatically terminate if the DHS Contract terminates for any reason.

7.4 Effect of Termination. In the event of termination or expiration of this Agreement for any reason, the parties agree that each party shall remain entitled to full performance of the duties and responsibilities of the other party arising prior to the effective date of termination.

7.5 Records of Trilogy. In the event of termination of this Agreement, all records deemed the property of Trilogy, as described in Subsection 3.29 of this Agreement, shall be returned to Trilogy, or sent to a third party designated by Trilogy in accordance with this Agreement. SMG shall have the right to retain copies of such property and records as it deems necessary. Within reason, any materials or historical information required by the subsequent administrator will not be withheld.

7.6 Continuing Duties of SMG. On and after the date of termination of this Agreement, except as otherwise provided in this Agreement or as agreed upon by the parties in writing, SMG shall not be obligated to perform any of the services specified in this Agreement or any amendments thereto. In the event of the termination of this Agreement, SMG shall cooperate in good faith with any other organization selected by Trilogy to succeed to SMG's responsibilities under this Agreement or with any insurer providing comparable benefits, and shall take all necessary steps reasonably requested by Trilogy to process and/or settle Claims and relevant administrative matters that are submitted to SMG prior to termination so as to provide for the orderly continuation of benefits and the orderly administration of the Plan.

7.7 Continuing Duties of Trilogy. In the event that the Centers for Medicare and Medicaid Services ("CMS") or DHS seeks in any way to recover from SMG a payment which CMS and/or DHS alleges should have been paid or should not have been paid by the Plan, Trilogy agrees to indemnify, hold harmless and defend SMG from and against any and all Liabilities relating to such payment or recovery attempt regardless of when such recovery action is commenced except to the extent such recovery action arises from SMG's breach of this Agreement.

7.8 Run Out. Upon termination of this Agreement, Trilogy may request that SMG continue to process Claims with dates of service up to and including the date of termination. Trilogy will provide notification to its providers and Members of the change in administration in good faith; however, any Claims received by SMG for dates of service after the termination date will be sent, at Trilogy's expense, to Trilogy or its designee. The run-out period will be twelve (12) months from the termination date. Responsibilities of SMG during the run-out period will consist of:

7.8.1 Claims Processed for dates of service up to and including the termination date, including IPN Claim review, payment, check processing, provider remittances, necessary adjustments or appeals, submission of Reinsurance claims, submission of paid Claims files to Trilogy and 1099 reporting.

7.8.2 Customer service related to Claim activity referenced in Subsection 7.8.1.

7.8.3 Financial and accounting duties as delineated in Subsection 3.13.

7.8.4 Creation and submission of any reports due to DHS during the twelve (12) month run-out period related to data prior to the termination date, under the same conditions as defined in this Agreement.

7.8.5 Creation and submission of a final data dump to the new administrator.

7.8.6 SMG will not mail out new Member enrollment material, including Member handbook/provider directory, welcome letter, PCP selection form or COB inquiry form, in advance of the first effective month with the new administrator.

7.8.7 SMG's aggregate compensation for services during the run-out will be equal to two and one-half (2.5) times SMG's fee in the final month before termination. The run-out during which SMG will provide services shall be limited to a period of twelve (12) months after the termination date. SMG's compensation for services during the run-out period shall be paid as follows: An amount equal to one and one-half (1.5) times SMG's fee in the final month before termination shall be paid by Trilogy at the start of the run-out period. The remaining amount equal to SMG's fee in the final month before termination shall be paid by Trilogy thirty (30) days after the start of the run-out period. Such payment will include all of SMG's costs necessary in the run-out of the book of business; provided that all costs designated as "pass through" in the original Agreement will continue to be the responsibility of Trilogy during the run-out period, in addition to the above-described compensation for services.

7.9 Survival. The provisions of Sections 3.5, 3.21, 3.29, 6, 7, 8, 9, 10.2, 10.3, 10.5, 10.7, 10.8 and 10.11 of this Agreement shall survive the termination of this Agreement.

7.10 Outstanding Debts. Upon termination of this Agreement, any indebtedness owed to the other party shall become immediately due and payable.

7.11 Fees. With respect to the electronic transmission of Claims data to a successor administrator upon termination of this Agreement, such costs are included in the amount specified in Section 7.8. SMG will provide Trilogy or its designee all files, records, and data applicable to Trilogy's membership for the period of time that SMG was providing services under this Agreement. Electronic files of all of Trilogy's data contained in SMG's database in the same database format used prior to the run-out period shall be supplied to Trilogy or its designee within 30 days of the date of termination for all existing data and records and at 30-day intervals for newly processed claims and data until the end of the run-out period if SMG is providing run-out services.

8 HOLD HARMLESS AND INDEMNIFICATION.

8.1 Trilogy hereby agrees to indemnify, hold harmless, and defend SMG from and against any and all Liabilities arising out of the acts or omissions (including any negligence or intentional wrongdoing) of Trilogy and/or its employees or agents related to this Agreement.

8.2 SMG hereby agrees to indemnify, hold harmless, and defend Trilogy from and against any and all Liabilities arising out of the acts or omissions (including any negligence or intentional wrongdoing) of SMG and/or its employees or agents related to this Agreement.

8.3 In the event a party is entitled to indemnity or defense under this Section 8, the indemnified party shall, as a condition to such indemnification, notify the indemnifying party in writing within ten (10) days after receipt of formal notice of any claim or suit against the indemnified party for which the indemnified party seeks indemnification hereunder. Failure to provide notice under this subsection shall relieve the indemnifying party from liability for contractual indemnification under this Agreement to the extent the indemnifying party is materially prejudiced by such failure. Upon accepting tender of a claim under this Section 8, the indemnifying party shall be entitled to make such investigation, settlement or defense of the claim or suit as it deems prudent, in its sole discretion; provided, however, that the indemnifying party shall not enter into any settlement of any claim to the extent it imposes any obligations on the indemnified party without the prior written consent of the indemnified party (which consent shall not be unreasonably withheld, conditioned or delayed).

9 DISPUTE RESOLUTION.

The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Wisconsin, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, or the subject matter hereof may not be enforced in or by such court.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

10 MISCELLANEOUS.

10.1 Assignment and Delegation. Except as otherwise specified herein, a party may not assign or delegate its rights, duties or obligations under this Agreement without the prior written consent of the other party, which consent shall not unreasonably be withheld, conditioned

or delayed; provided that Trilogy may assign this Agreement to an Affiliate of Trilogy and SMG may assign this Agreement to an Affiliate of SMG. This Agreement shall be binding upon and shall accrue to the benefit of the parties hereto and their respective successors and permitted assigns.

10.2 Costs of Enforcement. Should either party employ an attorney for the purpose of enforcing this Agreement or any judgment based thereon in any court, including bankruptcy court and courts of appeal, the prevailing party shall be entitled to receive its reasonable attorneys' fees and costs, whether taxable or not, except as limited by the provisions in Section 9.

10.3 Entire Agreement. This Agreement, including all exhibits and amendments, represents the entire agreement between the parties on the subject matter hereof and supersedes all prior discussion, agreements and understandings between them.

10.4 Force Majeure. Neither of the parties shall be deemed to be in default or in violation of this Agreement if prevented from performing any obligation for any circumstance or reason beyond its control, including, without limitation, acts of God or of the public enemy, flood, storm, strikes, regulatory or legal delay or restraint. In the event all or a portion of the other party's performance is rendered impossible as a result of a force majeure, the parties shall cooperate with each other and use reasonable efforts to remove the impediment, develop a substitute manner of performing and provide for interim performance to continue Trilogy's operations; provided, however, that either party shall have the right to terminate this Agreement upon thirty (30) calendar days written notice if the event commenced at least ninety (90) calendar days prior to the date of notice and is continuing or if full performance under this Agreement remains impossible; and provided further, that, if a force majeure prevents SMG from providing any service hereunder, Trilogy may contract with a third party to perform such service or otherwise delegate it to a third party during the duration of such force majeure.

10.5 Governing Law. This Agreement shall be governed and construed in accordance with the internal laws of the State of Wisconsin.

10.6 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

10.7 Non-solicitation; Non-interference. During the term of this Agreement and one year after termination, neither party, nor its officers, directors, managers, employees or owners, shall, without written consent of the other party, directly or indirectly: (i) encourage, advise or solicit any employee or agent of the other party to leave employment with or discontinue providing services to the other party, (ii) solicit or entice, or in any manner attempt to cause any customer, client or supplier of the other party to curtail or cease doing business with the other party, or (iii) engage in any conduct or activity which is intended or designed to undermine the relationship of the parties established by this Agreement.

10.8 Notice. All notices under this Agreement shall be given in writing and (i) personally delivered, (ii) sent by registered or certified U. S. Mail, return receipt requested and postage prepaid or (iii) sent by private overnight mail courier service. Notices shall be sent to the following addresses:

If to SMG

Scas Management Group, LLC
3073 S Chase Avenue, Suite 300
Milwaukee, WI 53207
Attn: Ron Scasny, President

If to Trilogy:

Trilogy Health Insurance, Inc.
18000 Sarah Lane, Suite 310
Brookfield, WI 53227
Attn: William Felsing, President and CEO

or to other such different or additional address as a party from time to time may designate by written notice to the other party.

10.9 Relationship of the Parties. The parties acknowledge that the relationship between the parties to this Agreement is that of independent contractors. Trilogy and SMG are independent contracting parties and the relationship between them is that of an independent purchaser and an independent supplier of services. Except as specifically provided in this Agreement, neither party shall have the power to bind or incur obligations on behalf of the other party. Neither SMG nor any agent or representative of SMG shall be deemed or construed to be an employee of Trilogy for any reason, including, but not limited to, the Federal Unemployment Tax Act, any workers' compensation act and income tax withholding laws. SMG shall have sole responsibility for the payment of all federal and state income taxes applicable to its services and the services of SMG and its agents and representatives. Neither Trilogy nor any agent or representative of Trilogy shall be deemed or construed to be an employee of SMG for any reason, including, but not limited to, the Federal Unemployment Tax Act, any workers' compensation act and income tax withholding laws. Trilogy shall have sole responsibility for the payment of all federal and state income taxes applicable to its services and the services of Trilogy and its agents and representatives.

10.10 Severability. If any term or provision of this Agreement is found to be unenforceable or void, then such term or provision shall be construed as valid and enforceable to the extent permitted by applicable Laws and the balance of this Agreement shall remain in full force and effect.

10.11 Third-Party Beneficiaries. Except as otherwise provided herein, this Agreement shall inure solely to the benefit of the parties hereto and no other Person shall be a third-party beneficiary of this Agreement.

10.12 Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent or other breach. No term or condition of this Agreement may be waived except in writing by the party charged with the waiver.

10.13 Counterparts and Signature Copies. This Agreement may be signed in counterpart, and any facsimile or scanned signature shall be deemed an original.

10.14 Agreement Is Negotiated Joint Product. The parties were represented by counsel in drafting this negotiated agreement such that the parties shall be deemed to be the joint drafters of this document, and any rule of construction or interpretation favoring one party against the drafter of this Agreement shall not apply.

The Remainder of this Page is Intentionally Left Blank

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first shown above.

Trilogy Health Insurance, Inc.

By: _____
William Felsing, President and CEO

Scas Management Group, LLC

By: _____
Ron Scasny, President

EXHIBIT A

PERFORMANCE STANDARDS

SMG will meet or exceed the following performance standards:

1. 95% of all Clean Claims will be Paid/Denied within 15 calendar days from date of receipt, 98% within 30 days from the date of receipt and the remaining 2% within 60 days from date of receipt.

2. 95% of all Encounters will be processed within 30 calendar days from date of receipt.

3. Reinsurance claim submission will be presented on a monthly basis within fifteen (15) calendar days of the end of each respective month.

4. 100% of all Claim adjustments requested due to incorrectly processed Claims will be Paid/Denied within 30 calendar days from date of request unless delayed by IPN or Trilogy review.

5. Claims accuracy – All Trilogy health claims and stop loss (Reinsurance) claims will be processed with 98% procedural accuracy and 99% financial accuracy.

6. Telephone service during business hours – Average speed of answer of Trilogy telephone calls will be 30 seconds from initial ring. 80% of all calls will be answered within 30 seconds from initial ring. Abandon rate shall not exceed 5%. Call backs and response to voice mail will be made within 24 hours or the next business day.

7. 100% of all reporting including Encounter reporting to Regulatory Authorities required under the DHS Contract shall be submitted within the time frames and deadlines specified therein.

8. 100% of all standard and other management reports specified in this Agreement shall be delivered no more than 5 business days after the close of a month, quarter, year or specific time frame specified in Exhibit D (Reports).

9. SMG's benefit processing system shall be operational 99.8% of the time with the exception of scheduled maintenance down time.

SMG shall not be considered to be out of compliance with any standard above if the deficiency is caused by a matter external to SMG so long as SMG is taking all reasonable steps to resolve such external matter, or which is beyond SMG's control.

SMG shall maintain records of the above matters and commencing six (6) months after the first Member is enrolled, or at such a time as Trilogy's membership reaches 500 Members, whichever occurs later, shall begin to provide quarterly reports on its performance. In addition, Trilogy may audit SMG's records of these matters. At its option, pursuant to such an audit, Trilogy may perform compliance testing as to any of the above 9 performance standards using samples identified by Trilogy from data it requests. In all cases, the parties shall act in good faith to

select data that will be the best, to both parties' knowledge, representation of SMG's performance.

If SMG's performance fails to meet any of the above performance criteria during a period of thirty (30) days or more, it must present an acceptable corrective action plan to Trilogy within ten (10) days of reported failure which includes deadlines designed to remedy the underlying cause of the failure, and to recover promptly any overpayments resulting from the failure. If failure to meet performance standards is the result of a directive from Trilogy, the applicable fee reduction will be waived.

Trilogy and SMG will have quarterly meetings to discuss performance. These meetings may be held in conjunction with the quarterly QAPI Program committee meeting through IPN or may be conducted separately as determined by the parties involved. If SMG does not meet the aforementioned performance standards within the time frame specified and agreed upon in the corrective action plan or no later than the next quarterly meeting, SMG will be subject to the following financial reduction. If any of the 9 standards in this Exhibit A is not met for a calendar quarter, the fee otherwise due to SMG from Trilogy in the next calendar quarter, and the next calendar quarter only, shall be reduced by 1% for each standard not met up to a maximum of 5%, regardless the number of standards not met.

Trilogy may waive the reduction in any case at its discretion but such a waiver does not mean Trilogy cannot reduce the fee in later quarters, or in that quarter as to other performance standards. Trilogy may also conditionally waive the reduction for a specified time frame. Notwithstanding the foregoing, Trilogy retains the option to terminate this Agreement as provided herein.

EXHIBIT B

ADMINISTRATIVE SERVICE FEES WHILE THIS AGREEMENT IS IN FORCE

Trilogy has contracted with SMG to provide certain services on behalf of Trilogy and its Members, as outlined in Section 3, Exhibit C, and Exhibit D of this Agreement. Subject to other terms in this Agreement, this Exhibit B provides additional terms for Trilogy's payment of costs and expenses to SMG.

A. During the term of this Agreement, the administrative services fees and expenses paid by Trilogy to SMG shall be paid in the following amounts and according to the following schedule and methods:

B. For the first year of this Agreement (ending on December 31, 2014), Trilogy shall make monthly payments to SMG as follows:

(1) First Year Fixed Monthly ASO Fee: January through December 2014 payments shall be as listed below per month (the "Monthly ASO Fee"). Trilogy shall pay this fixed fee on or before the 5th day of every month.

Monthly ASO Fee	
January 2014	$[redacted]
February 2014	$[redacted]
March 2014	$[redacted]
April 2014	$[redacted]
May 2014	$[redacted]
June 2014	$[redacted]
July 2014	$[redacted]
August 2014	$[redacted]
September 2014	$[redacted]
October 2014	$[redacted]
November 2014	$[redacted]
December 2014	$[redacted]

(2) Monthly Reconciliation: Trilogy and SMG recognize that Trilogy's requirement to pay the Monthly ASO Fee per month for the 12 calendar months of 2014, as provided above, may be significantly different from the actual cost incurred by SMG due to the unknown number of eligible enrollees assigned to or selecting Trilogy as their HMO. As such, during the first year of this Agreement only, SMG will provide a report (the "Monthly Cost Report") to Trilogy's Board of Directors (the "Board") itemizing SMG's actual costs and expenses for the previous month incurred in performing its obligations under this Agreement, but not any costs or expenses billed separately to Trilogy. The Monthly Cost Report shall be provided to the Board within [redacted] days after the end of each month. SMG's costs and expenses to be included in the Monthly Cost Report shall include all of SMG's costs and expenses incurred in performing its obligations under this Agreement, including, but not limited to, employee salaries and benefits, out-of-pocket costs to third parties providing necessary goods or services not otherwise paid by Trilogy, allocation of rental costs for premises and equipment, and capital expenditure costs. Capital expenditure costs shall be included in the Monthly Cost Report in an amount equal to the proportional monthly amount of the capital expenditure cost amortized over a period of time equal to the depreciation amounts recorded in SMG's books for the capital expenditure. (For example, if the depreciation in SMG's books for the capital expenditure is over [redacted] then SMG shall assign [redacted] of the capital expenditure to its Monthly Cost Report.)

The Board will review each Monthly Cost Report at its next scheduled monthly meeting. If the Monthly Cost Report demonstrates that the actual costs and expenses incurred by SMG, provided such costs are reasonable in the sole discretion of the Board, are within five percent [redacted]%) above or below the Monthly ASO Fee, then the Monthly ASO Fee paid SMG for that month shall not be adjusted. If the actual costs and expenses incurred by SMG are more than five percent [redacted]%) above or below the Monthly ASO Fee then the Monthly ASO Fee payment for that month shall be adjusted by the Board as follows:

(a) If the actual costs and expenses incurred by SMG are less than the Monthly ASO Fee by more than five percent ([redacted]%), then SMG shall provide a credit to Trilogy on the next month's billing in an amount equal to the difference between (i) [redacted]% of the Monthly ASO Fee and (ii) the actual costs and expenses as reported in the Monthly Cost Report. For example, if the Monthly Cost Report shows actual costs and expenses of $[redacted] then the credit on the next month's Monthly ASO Fee would be $[redacted], i.e., ($[redacted] [redacted] [redacted] – $[redacted]

(b) If the actual costs and expenses incurred by SMG are greater than the Monthly ASO Fee by more than five percent (%), then Trilogy shall pay SMG within 30 days (separate from the next month's Monthly ASO Fee) an amount equal to the difference between (i) the actual costs and expenses as reported in the Monthly Cost Report and (ii) 5% of the Monthly ASO Fee. For example, if the Monthly Cost Report shows actual costs and expenses of $, then the payment to SMG by Trilogy would be $, i.e., $ – ($).

The Board, acting in good faith and in its discretion, may require SMG to provide additional documentation for any item in the Monthly Cost Report, and Trilogy may perform an accounting audit of any Monthly Cost Report at Trilogy's sole cost and expense. Should SMG determine that an accounting error or an omission occurred in preparation of a Monthly Cost Report, SMG will be allowed to make an adjustment to account for such error or omission in its next Monthly Cost Report.

C. If any fee or expense is not paid in full at the time it is due, Trilogy shall pay SMG interest on the unpaid amount (including interest) at an interest rate of one percent (%) per month until paid in full.

D. On or about October 1st of each year that this Agreement is in effect, Trilogy and SMG will begin discussions on fees for the next calendar year. The Parties agree to negotiate in good faith to reach agreement on the fee schedule and method of payment for the following year. In the event that the Parties are unable to reach agreement on the fee schedule or method of payment for the following year before December 31st of any year, beginning January 1st of the next year SMG shall receive compensation in an interim amount equal to the Monthly ASO Fee paid for the month of December of the previous year subject to the following monthly adjustment. The interim Monthly ASO Fee shall be adjusted up or down after each month to compensate SMG in an amount equal to SMG's actual costs and expenses as itemized in a Monthly Cost Report (as defined and described above), plus five percent (%) of the actual costs and expenses plus those separately billed costs and expenses (as described in Section E of this Exhibit B).

E. Exhibit C identifies services which are included in the above Monthly ASO Fee. For all costs that are not included and that are handled by SMG in the performance of its duties under this Agreement, SMG will invoice Trilogy for the cost which will be due and payable within twenty calendar days of receipt of said invoice. Costs payable to SMG by invoice may include but are not limited to:

- Cost of PC, laptop, personal printers, software licenses, phone, and any equipment used by Trilogy employees who are on site at SMG offices.

- Ad hoc reporting requested by Trilogy on behalf of itself or other subcontractors.
- Costs of modifications or system enhancements to VBA or changes requiring VBA reprogramming costs due to changes required by Wisconsin Medicaid or Wisconsin Department of Health Services or other governing body, regulation, or statute.
- User Access fees to VBA for Trilogy and/or other subcontractor or entity.
- All costs related to Trilogy's implementation and operation of HEDIS reporting, interface with Trilogy's HEDIS vendor and/or other entities.
- Printing and postage costs for Member Handbook/Provider Directory and other materials in the welcome packet.
- Cost of interpretation and translation services supplied through Trilogy's contracted vendors.
- Printing and postage costs for Provider Manual.
- Cost of services by Trilogy's subrogation vendor.
- Cost of hospitals, surgical centers, CAH access payment processing and PCP enhancement payments.
- Cost of Trilogy branded envelopes or other materials.
- Cost of any service, supply, item, equipment etc that is not listed in Exhibit C or designated as being included in the ASO fee.

RECORD OF CHARGES

SMG and Trilogy each shall maintain its own books, accounts and records in such a way as to disclose clearly and accurately the nature and detail of the transactions between them, including such accounting information as is necessary to support the reasonableness of charges under this Agreement, and such additional information as Trilogy may reasonably request for purposes of its internal bookkeeping and accounting operations. SMG shall keep such books, records and accounts insofar as they pertain to the computation of charges hereunder available for audit, inspection and copying by Trilogy and persons authorized by it or any governmental agency having jurisdiction over Trilogy during all reasonable business hours.

Exhibit C Trilogy Health Insurance ASA Seas Management Group, LLC (SMG) Available Services	Service Provided		Included in ASO Fee	2014 Cost if Not Included in ASO Fee	Service applicable only to on-site clients
	No	Yes			
Finance					
Banking (see client specific)	x				
AP & AR - as defined under Client Specific	x				
Invoicing/Billing - as defined under Client Specific	x				
Collections	x				
Payroll - as defined under Client Specific	x				
Financial Statements	x				
Client Specific (List)					
OCI reports	x				
Capitation payments to providers (currently Herslof - future DentaQuest, Beacon, others TBD) through finance	x				
HMO taxes	x				
Collect and reconcile accounts receivable and money recovered due to subrogation, retro eligibility changes, claim overpayments, COB, reinsurance money due, state reimbursement money due etc. [refunds to Trilogy, info to SMG to put through VBA, Trilogy gets check register] SMG sends out provider refund letters	x				
Initial high level review of the cap payment to membership report (820) and provision of a report to Trilogy		x	x		
Reconciliation of cap payment to membership (820) and any associated follow up with DHS	x				
Pass thru payments to PCPs under ACA Primary Care enhancement payments		x		pass thru	
Hospital, Surgical Centers and CAH Access payment processing		x		pass thru	
Provide bank with a positive pay file		x	x		
Maintain statistical records for completion of Form 1099s, distribute 1099s and complete IRS reporting		x	x		
IT/IS/Support & Data Management					
Provide & Maintain Phone System					x
Provide & Maintain Landline phones					x
Provide & Maintain Servers, Copiers, Printers at SMG					x
Provide & Maintain PCs, Laptops, and/or personal printers used by client's Member Advocate and any other employee or representative on site		x		pass thru	
Provide application hardware support (maintenance, security, operations, operating systems) as it pertains to the claims payment system		x	x		
Provide application software suppport (maintenance, support, user maintenance, provider/fee loads) as it pertains to the claims payment system		x	x		
Database development and management - as defined under Client Specific		x	x		
Management report generation and submission		x	x		
Data transfers/incoming-outgoing - as defined under Client Specific		x	x		
Data integrity		x	x		
Receive incoming EDI claims - as defined under Client Specific		x			
Produce electronic remittance to providers	x				
Maintain disaster recovery site		x	x		
Client Specific (List)					
Clearinghouse fees associated with incoming EDI Medical claims	x				
Adhoc Report generation for Trilogy		x		$165/hr	
Adhoc Report creation and generation for Trilogy's other subcontractors utilizing Trilogy data housed in SMG's system		x		$165/hr	
Pursuant to Section 4L if a change in administration is necessary due to changes required by Wisconsin Medicaid, which would require SMG to substantially change its computer programs or ongoing claims procedures as determined by SMG		x		pass thru unless programming is required	
Cost of encrypted online services provided by SMG compliant with HIPAA Privacy Regulations: Eligibility and benefits inquiry, claims inquiry if Availity is not used	not a current DHS requirement - will be addressed later				
BMI and SBIRT Report		x	x		
Capitation Payment Listing Report		x	x		
Certified Provider Listing		x	x		
CLIA Extract		x	x		

Exhibit C Trilogy Health Insurance ASA Seas Management Group, LLC (SMG) Available Services	Service Provided		Included in ASO Fee	Cost if Not Included in ASO Fee	Service applicable only to on-
	No	Yes			
IT/IS/Support & Data Management Continued					
State Reporting Incoming (receive and/or utilize and/or pass on to IPN as appropriate to ASA activities of SMG and IPN) continued		x	x		
COB Carrier List		x	x		
COB Extract		x	x		
Coordination of Benefits Report		x	x		
Encounter Submission Status Report		x	x		
Encounter Type Summary Report		x	x		
Enrollment (HIPAA 834) - pass to IPN, Beacon, Herslof, DentaQuest		x	x		
Enrollment History Report		x	x		
HealthCheck Report		x	x		
Healthy Birth Outcome Report		x	x		
HIPAA 820		x	x		
HMO Asthma Report		x	x		
HMO Diabetes Report		x	x		
HMO Lead Testing Report		x	x		
HMO Recertification Reports		x	x		
Kick Payments		x	x		
Max Fee Schedules		x	x		
Max Fee Schedules LTC		x	x		
MCO Final Enrollment Report		x	x		
MCO Initial Enrollment Report		x	x		
Pharmacy Extract		x	x		
Pharmacy Lock-In Report		x	x		
Preferred Doctor and Hospital Report		x	x		
Remittance Advice		x	x		
Remittance Advice Final Transactions		x	x		
Remittance Advice Summary		x	x		
SSI and CLA Continuity of Care Report		x	x		
SSI DME Claim History Report		x	x		
SSI and CLA Pharmacy Claim History Reports		x	x		
SSI Predictive Risk Report		x	x		
SSI and CLA Provider Claim History Report		x	x		
Subset of certified MA providers by type and specialty for HMO XML files		x	x		
Units Per Day & Diagnosis Restriction Report		x	x		
State Reporting Outgoing		x	x		
Affirmative Action and Civil Rights Compliance Letter of Assurance to Trilogy		x	x		
Affirmative Action and Civil Rights Compliance Plan when SMG meets the size requirements under Section 3B to Trilogy		x	x		
Trilogy's Affirmative Action and Civil Rights reporting to DHS	x				
CLA assessment tracking	x				
Coordination of Benefits Report		x	x		
Court Ordered Birth Costs Report		x	x		
Encounter Reporting		x	x		
Formal/Informal Grievance Experience Summary Report		x	x		
Individual Ambulatory Surgical Center Access Payment Data		x	x		
Individual Critical Access Hospital Access Payment Data		x	x		
Individual Hospital Access Payment Data		x	x		
Medical Loss Ratio Report	x				
Maternity Kick Payment Report		x	x		
Member Communication and Outreach Plan (SMG supply information to Trilogy on the materials it sends out under this Agreement. Creation and submission of the report is not		x	x		
Neonatal ICU Patient Care Data		x	x		
Newborn Report		x	x		
Provider Facility and Network Report		x	x		
Summary Ambulatory Surgical Center Access Payment Report		x	x		
Summary Critical Access Hospital Payment Report		x	x		
Summary Hospital Access Payment Report		x	x		
Ventilator Dependent Report		x	x		
Semi-annual service utilization and annual CPT reconciliation of sub-acute psychiatric CD		x	x		

Exhibit C Trilogy Health Insurance ASA Scas Management Group, LLC (SMG) Available Services	Service Provided		Included in ASO Fee	Cost if Not Included in ASO Fee	Service applicable only to on-site clients
	No	Yes			
IT/IS/Support & Data Management Continued					
State Reporting Outgoing continued		x	x		
Semi-annual and annual evalutation report of Medical Home Pilot	x				
Annual overall HMO performance reporting Section N of the HMO contract	x				
HEDIS reports	x				
Detailed plan for the implementation of the prenatal medical home in Trilogy's service area	x				
Any report not mentioned in this list		x		negotiable, cost based on nature of the report	
Provide web access to Trilogy providers that minimally allows review of eligibility and other DHS required information	x				
Provision of a weekly pended/unpaid and paid claim file to Trilogy		x	x		
Provision of a monthly eligibility/membership file - pass on 834 'as is' to Beacon, DentaQuest, Herslof		x	x		
Provision of a monthly eligibility/membership file - pass on 834 'scrubbed' to Trilogy and monthly premium file		x	x		
Provision of pharmacy data to Physicians - waiting for DHS workgroup to further define					
Provision of a monthly updated provider data base file to Trilogy		x	x		
Report ACA payments to DHS which matches PCP file sent to HMO		x	x		
Provision of application hardware support (maintenance, security, operations, operating systems) as it pertains to the claims payment system		x	x		
Application support (maintenance, support, user maintenance, provider/fee loads)		x	x		
Provide access to SMG's claims processing system to Trilogy, Trilogy's subcontractors or others designated by Trilogy		x		$500 per month per user	
Provide files, reports, extracts or other data and/or materials to Trilogy's HEDIS vendor or other designated entity required from SMG's system vendor as well as SMG's administrative costs for such services		x		pass thru	
System enhancements requested by Trilogy to comply with any requirements from Wisconsin Department of Health Services in relation to its contract with same or requested by Trilogy for any other reason		x		$165/hour	
Compliance					
Client Specific (List)					
Compliance with client's contracted obligations as they relate to services provided by SMG through this Agreement		x	x		
Compliance with Medicaid as it relates to services provided by SMG through this Agreement if applicable		x	x		
Trilogy Compliance with DHS contract, Medicaid and EQRO in all aspects, ensuring everything required in DHS contract is allocated and accounted for through all the subcontractors and/or Trilogy staff	x				
Identification and ongoing compliance with changes/additions to Medicaid benefits and corresponding allocation, ASA amendments if necessary, through the affected subcontractors	x				
Subcontractor oversight (SMG, IPN, Beacon, DentaQuest) for compliance with DHS contract as well as with their respective ASAs and performance agreements	x				
Compliance Officer	x				
HIPAA Officer	x				
Host EQRO audits, coordinate subcontractors	x				
Evaluation of compliance in any area of the contract not specifically listed as part of SMG's reponsibilities in this ASA or in any other regulatory area	x				
Administrative & Operations					
Mailroom (incoming and outgoing mail)	x				x
Receptionist	x				x
Copying, Filing, Scanning, Faxing, Printing and Assembly as it relates to this Agreement is included in ASO fees unless specified elsewhere		x	x		
Account Management (with employer group or similar)	N/A				
Print provider materials (contracts, amendments, other communication) - as defined under Client Specific		x			
Mail provider materials - as defined under Client Specific		x			
Print and mail provider checks and remits		x	x		
Postage for provider checks and remits		x	x		
Provide materials for posting on Trilogy's website as they relate to services in this Agreement		x	x		

Exhibit C Trilogy Health Insurance ASA Seas Management Group, LLC (SMG) Available Services	Service Provided		Included in ASO Fee	Cost if Not Included in ASO Fee	Service applicable only to on-site clients
	No	Yes			
Administrative & Operations continued					
Client Specific (List)					
Create, print and distribute provider directory		x		printing and postage costs pass thru	
Trilogy to supply Trilogy branded envelopes and other printed materials for use with services provided under this Agreement	x			or pass thru cost if SMG purchases them	
Human Resources					
Recruiting & Hiring Clients' staff - as described under client specific	x				
Orientation of Clients' staff - as described under client specific	x				
Training of Clients' staff - as described under client specific	x				
Maintenance of Clients' Employee Handbook - as described under client specific	x				
Consultation with, and assistance to, employees' supervisors/managers with regard to discipline and termination	x				
Submission of workers' compensation incident reports to client's workers' compensation carrier	x				
Administration of and/or Consultation on Employment Law, statutes, regulations and other legal services are not provided by SMG	x				
Client Specific (List)					
Provider Relations and Contracting					
Work in conjunction with THS to provide the acquisition and negotiation of provider contracts and MOUs necessary to maintain an adequate provider network as defined in the DHS Contract		x	x		
Work in conjunction with Trilogy to maintain positive working relationships with Trilogy providers and to resolve any related issues		x	x		
Client Specific (List)					
Interpretation/Translation Contracts	x				
Subrogation Contracts	x				
Reinsurance Contracts	x				
Physician Contracts		x	x		
Ancillary Contracts		x	x		
Facility Contracts		x	x		
MOUS		x	x		
PNCC		x	x		
School Based Services		x	x		
Bureau Milwaukee Child Welfare		x	x		
51 42 boards		x	x		
Health Departments		x	x		
Birth to 3 Agencies		x	x		
Targeted Case Management		x	x		
Evaluation of effectiveness or compliance of provider contracting	x				
Evaluation of effectiveness or compliance with network adequacy, distances, wait times etc.	x				
Claims Processing					
Paper and EDI claim entry and adjudication		x	x		
Claim/Provider appeals		x	x		
Voids/Refunds/Adjustments processed through VBA		x	x		
Apply COB to claims		x	x		
Recoupments/claim overpayments processed through VBA		x	x		
Collections of accounts payable due to claim overpayments, retro eligibility, COB recovery or other catagories	x			see finance section	
Coordinate and support subrogation with client's subrogation vendor		x	x	cost of services pass thru at Trilogy's contracted rate	
Membership/Enrollment					
Enrollment - accept and process paper and/or web enrollment	N/A				
Investigate other insurance coverage, maintain member records		x	x		
Conduct new enrollee outreach/communication - as defined under Client Specific		x			
Conduct and prepare evaluation of member satisfaction surveys - as defined under Client Specific	N/A				
Print member materials - as defined under Client Specific		x			
Mail new member materials - as defined under Client Specific		x			
Send out Cobra notifications	N/A				

Exhibit C Trilogy Health Insurance ASA Seas Management Group, LLC (SMG) Available Services	Service Provided		Included in ASO Fee	Cost if Not Included in ASO Fee	Service applicable only to on-site clients
	No	Yes			
Membership/Enrollment continued					
Client Specific (List)					
Verify appropriate members and coordinate with DHS for disenrollment of inappropriate members		x	x		
Collect information required for newborn reporting		x	x		
Create, print and distribute member handbook, welcome packet materials under new enrollee outreach/communication plan		x		member handbook printing and postage costs pass thru	
Submit Member Handbook and Marketing materials to DHS for prior approval		x	x		
Submit the member communication materials handled by SMG to Trilogy's contracted translation* vendor		x		cost of translation pass thru at Trilogy's vendor rates	
Evaluation of effectiveness of PCP assignment related to condition management	x				
Assignment or Re-assignment of PCPs based on chronic conditions or in relation to case management activities. 2014 HMO contract section 1 (3)(a)	x				
Customer Service					
Call Center (Incoming/outgoing calls) Monday through Friday, 8:00AM to 5:00PM		x	x		
Client Specific (List)					
Coordinate interpretation services for members who need them through Trilogy's contracted vendors during regular office hours, Monday through Friday 8:00AM to 5:00PM		x	x	cost of services pass thru at Trilogy's contracted rate	
Provide 24 hour phone coverage as defined in DHS contract	x				
Other Client Specific Functions					
Participate in QAPI Committee – Provide an SMG representative and present/provide internal reports on SMG performance guarantees		x	x		
Provide client work space - ONE furnished cubicle on site at SMG (does not include computer, private printer if desired, wireless headset, or cell phone if desired)		x	x	Costs will apply for additional or different	
Member Advocacy - state program participation	x				
Receive, manage, resolve Member appeals and grievances - grievance committee	x				
Community outreach, health fairs	x				
Coordination with health departments, community based organizations, BMCW, community agencies/services	x				
Other Client Specific Functions continued					
QAPI Program administration - credentialing, medical director, committees, UM, DM, CM, member health education/promotion, HEDIS quality member/provider support/service reminders/programs, CLA member service reminders and data collection from providers, Performance Improvement Projects (submission to state for approval, conducting, writing report, submitting report),	x				
Pregnant women program - healthy birth outcomes - medical home administration	x				
SSI Member assessments and care coordination,	x				
CLA Member health needs assessments	x				
Develop Marketing plans and overall marketing strategy. Perform the marketing activities, identify and staff events, purchase marketing objects (cups, pens, misc items) for distribution at events, represent Trilogy in the community, on panels, in media etc.	x				
Designated contact for TCM, PNCC, SBS	x				
Dental programs, dental provider contracting, administration (claims processing, prior authorization, customer service etc.)	x				
Behavioral health programs, behavioral health provider contracting, administration (claims processing, prior authorization etc.)	x				
Vision health programs, vision provider contracting, administration (claims processing etc.)	x				
Member Appointment Compliance in 2014 HMO Contract section 1(3)(a)(4)	x				
Administer any portion of the Pharmacy Lock-In Program	x				

EXHIBIT D

REPORTS

Incoming Reports

- Receive, format, store all incoming reporting from the State as listed in Exhibit C and other sources into a format accessible by Trilogy (and IPN where appropriate) within 30 calendar days of receipt of said reports. Receive and format provider files, fee schedules, and data sets necessary for the administration of Trilogy's business.

- Receive and format 834 from DHS and load into database necessary for the administration of Trilogy's business.

Outgoing Reports

- Standard Management Reports as listed below.

- Standard DHS required reports as outlined in the DHS Contract and as listed in Exhibit C and sent to the recipient designated, within the time frames, deadlines, formats and to the departments specified in the DHS Contract. Where a report is dependent on data received from other Trilogy subcontractors or Trilogy, SMG will format and submit the report to DHS within 10 business days of receipt of data from Trilogy's other subcontractors or Trilogy in an acceptable format. SMG is only responsible for formatting and submitting the report. SMG is not responsible for the content or validity of the data contained in such reports nor the timeliness of submission if data is not received within the time frame specified or is not in an acceptable format.

- Reports requested by Trilogy's other subcontractors to support activities identified under Trilogy's administrative services agreements with those entities subject to the provisions in Exhibits B and C.

Standard Management Reports

Generate, distribute and provide accompanying analysis of results if requested.

- 834 report summary of the initial and final file distributed via email at time of receipt from DHS.

- Quarterly SMG Performance Standards.

- Ad hoc management reports as requested subject to the provisions in Exhibit B.

Provide a complete data dump of VBA, including providers, Claims, Members, authorizations, etc. to Trilogy on a monthly basis to allow Trilogy to run its own financial and other reports as needed or desired.

EXHIBIT E
BUSINESS ASSOCIATE ADDENDUM

This Business Associate Agreement ("Agreement"), effective January 1, 2014 is made between Trilogy Health Insurance, Inc. ("Covered Entity") and Scas Management Group, LLC ("SMG" or "Business Associate") and is adopted to comply with the requirements of the Privacy Rule at 45 CFR Parts 160 and 164 issued pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as well as HITECH, which was signed into law on February 17, 2009 as part of P.L. 111-005.

Whereas, SMG and Covered Entity have entered into one or more than one agreement under which SMG is to arrange for the provision of various health care treatment, payment or operations services (as defined in 45 C.F.R. §164.501) ("Underlying Agreements");

Whereas, SMG receives individually identifiable health information from covered entities in order to provide Covered Entity with various services as described in the Underlying Agreements and this health information is Protected Health Information ("PHI,") (as defined in 45 C.F. R. §164.501) is subject to protection under HIPAA;

Whereas, Trilogy Health Insurance, Inc. is a Covered Entity as that term is defined in the HIPAA implementing regulations, 45 C.F.R. Part 160 and Part 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule");

Whereas, SMG, as a recipient of PHI from the Covered Entity, is a "Business Associate" as that term is defined in the Privacy Rule;

Whereas, pursuant to the Privacy Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

Whereas, the purpose of this Agreement is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate contract requirements at 45 C.F.R. §164.504(e), 45 CFR § 164.314(a), as well as HITECH, and this Agreement is hereby incorporated into any and all Underlying Agreements currently between SMG and Covered Entity.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. DEFINITIONS

Terms used in this Agreement that are specifically defined in HIPAA or the HITECH Act shall have the same meaning as set forth in HIPAA and HITECH. A change to HIPAA or HITECH which modifies any defined term, or which alters the regulatory citation for the definition, shall be deemed incorporated into this Agreement.

1.1 **"Breach of Unsecured PHI"** means the acquisition, access, use, or disclosure of protected health information in a manner not permitted under the Privacy Rule which compromises the security or privacy of the protected health information. 45 CFR § 164.402.

1.2 **"Business Associate"** shall mean the entity described above. Where the term "business associate" appears without an initial capital letter, it shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR § 160.103.

1.3 **"Covered Entity"** shall mean the above stated "Covered Entity." It shall also have the meaning given to the term under the Privacy Rule, including, but not limited to 45 CFR § 160.103.

1.4 **"Disclose" or "Disclosure"** means, with respect to Covered Entity's Protected Health Information, release, transfer, providing access to or divulging to a person or entity not within Business Associate.

1.5 **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, as amended, and related HIPAA regulations (45 CFR. Parts 160-164).

1.6 **"HITECH"** means the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

1.7 **"Individual"** shall have the meaning given to the term under the Privacy Rule, including, but not limited to, 45 CFR § 160.103. It shall also include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

1.8 **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information, and Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule"), that are codified at 45 CFR Parts 160 and 164, Subparts A, C, and E and any other applicable provision of HIPAA, and any amendments thereto, including HITECH.

1.9 **"Protected Health Information"** and/or **"PHI"** shall have the meaning given to the term under the Privacy Rule, including but not limited to, 45 CFR § 164.103, and shall include, without limitation, any PHI provided by Covered Entity or created or received by Business Associate on behalf of Covered Entity. Unless otherwise stated in this Agreement, any provision, restriction, or obligation in this Agreement related to the use of PHI shall apply equally to **Electronic PHI ("EPHI")**.

1.10 **"Required By Law"** shall have the meaning given to the term under the Privacy Rule, including but not limited to, 45 CFR § 164.103, and any additional requirements created under HITECH.

1.11 **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his designee.

1.12 **"Secured PHI"** shall mean PHI that is rendered unusable, unreadable, or indecipherable to unauthorized individuals, as defined by the Secretary pursuant to 45 CFR § 164.402.

1.13 **"Security Incident"** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as provided in 45 CFR § 164.304.

1.14 **"Services Agreement"** shall mean the underlying agreement(s) that outline the terms of the services that Business Associate agrees to provide to Covered Entity and that fall within the functions, activities or services described in the definition of "Business Associate" at 45 CFR § 160.103.

1.15 **"Unsecured PHI"** shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402 of HITECH. 45 CFR § 164.402.

2. BUSINESS ASSOCIATE OBLIGATIONS

2.1 Business Associate agrees that it shall only use and disclose PHI in accordance with the terms of this Agreement or as is Required By Law.

2.2 Business Associate shall not use or disclose PHI except for the purpose of performing Business Associate's obligations to Covered Entity as outlined by the underlying Services Agreement, as such use or disclosure is limited by this Agreement.

2.3 Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule. So long as such use or disclosure does not violate the Privacy Rule or this Agreement, Business Associate may use PHI: (a) as is necessary for the proper management and administration of Business Associate's organization, or (b) to carry out the legal responsibilities of Business Associate, as provided in 45 CFR § 164.504(e)(4).

2.4 Business Associate will ensure that any agents, including subcontractors, to whom it provides PHI agree in writing to the same restrictions and conditions, including but not limited to those relating to termination of the contract for improper disclosure, that apply to Business Associate with respect to such information. Further, Business Associate shall implement and maintain sanctions against agents and subcontractors, if any, that violate such restrictions and conditions. Business Associate shall terminate any agreement with an agent or subcontractor, if any, who fails to abide by such restrictions and obligations. Business Associate shall not provide any PHI to any third party or subcontract any Services without Covered Entity's express written permission. Business Associate agrees to enter into a Business Associate Agreement with each of its subcontractors pursuant to 45 CFR § 164.308(b)(1) and 45 CFR § 164.504(e)(5).

2.5 Business Associate shall develop, implement, maintain, and use appropriate safeguards to prevent any use or disclosure of PHI or EPHI, other than as provided by this Agreement, and to implement administrative, physical, and technical safeguards as required by sections 164.306, 164.308, 164.310, 164.312, 164.314 and 164.316 of title 45, Code of Federal

Regulations and HITECH to protect the confidentiality, integrity, and availability of EPHI or PHI that Business Associate creates, receives, maintains, or transmits, in the same manner that such sections apply to the Covered Entity. 45 CFR § 164.306(c).

2.6 To the extent that Business Associate is to carry out Covered Entity's obligation under the Privacy Rule, Business Associate agrees to comply with the Privacy Rule requirements in the performance of such obligation. 45 CFR § 164.504(e)(2)(ii)(H).

2.7 Business Associate agrees to adopt the technology and methodology standards required in any guidance issued by the Secretary pursuant to HITECH §§ 13401-13402.

2.8 Business Associate agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement and to notify Covered Entity of any Breach of Unsecured PHI, as required under and in accordance with 45 CFR § 164.410, within fourteen (14) days of learning of such Breach.

2.9 Business Associate shall make PHI in Designated Record Sets that are maintained by Business Associate or its agents or subcontractors, if any, available to Covered Entity for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524.

2.10 Within ten (10) days of receipt of a request from Covered Entity for an amendment of PHI or a record about an Individual contained in a Designated Record Set, Business Associate or its agents or subcontractors, if any, shall make such PHI available to Covered Entity for amendment and shall incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526. If an Individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, if any, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any denial of amendment of PHI maintained by Business Associate or its agents or subcontractors, if any, shall be the responsibility of Covered Entity. Upon the approval of Covered Entity, Business Associate shall appropriately amend the PHI maintained by it, or any agents or subcontractors.

2.11 Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of PHI, Business Associate and any agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528. Except in the case of a direct request from an Individual for an accounting related to treatment payment or operations disclosures through an electronic health record, if the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, if any, Business Associate shall within five (5) business days of a request notify Covered Entity about such request. Covered Entity shall either inform Business Associate to provide such information directly to the Individual, or it shall request the information to be immediately forwarded to Covered Entity for compilation and distribution to such Individual. In the case of a direct request for an accounting from an Individual related to treatment, payment or

operations disclosures through electronic health records, Business Associate shall provide such accounting to the Individual in accordance with and effective on the applicable date set forth in HITECH § 13405(c). Business Associate shall document disclosures as set forth in 45 CFR § 164.528. Notwithstanding Section 4.4, Business Associate and any agents or subcontractors shall continue to maintain the information required for purposes of complying with this Section 2.11 for a period of six (6) years after termination of the Agreement.

2.12 Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule. Business Associate shall notify Covered Entity regarding any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary, and upon request by Covered Entity, shall provide Covered Entity with a duplicate copy of such PHI.

2.13 Business Associate and its agents or subcontractors, if any, shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure as required by 45 CFR § 164.502(b)(1).

2.14 Business Associate acknowledges that Business Associate has no ownership rights related to the PHI.

2.15 Except as permitted in Section 4.4 or unless otherwise instructed by Covered Entity, Business Associate and its subcontractors or agents, if any, shall retain any PHI throughout the term of the Agreement in accordance with Covered Entity's document retention schedule.

2.16 During the term of this Agreement, Business Associate shall notify Covered Entity of any actual Security Incident or any other use or disclosure not provided for by this Agreement as soon as reasonably practicable but not more than fourteen (14) days after learning about such Incident or use or disclosure.

2.17 Within ten (10) business days of a written request by Covered Entity, Business Associate and its agents or subcontractors, if any, shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement and HITECH; provided, however, that (i) Business Associate and Covered Entity mutually agree in advance upon the scope, location and timing of such an inspection; and (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection.

2.18 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(I)(B).

2.19 If Business Associate knows of a pattern of activity or practice by the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under this Agreement, Business Associate will take reasonable steps to cure the breach or end the

violation. If such steps are unsuccessful within a period of 30 days, Business Associate will either: 1) terminate the Agreement, if feasible; or 2) report the problem to the Secretary. 45 CFR § 164.504(e)(1)(iii).

3. COVERED ENTITY OBLIGATIONS

3.1 Covered Entity shall provide Business Associate with the notice of any privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

3.2 Covered Entity shall provide Business Associate with notice of any changes to, revocation of, or permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted uses or disclosures, within a reasonable period of time after Covered Entity becomes aware of such changes to or revocation of permission.

3.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or must comply with in accordance with 45 CFR § 164.522.

3.4 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

4. TERMINATION

4.1 The term of this Agreement shall be effective as of the date of this Agreement and continue until terminated by Covered Entity or any underlying Services Agreement expires or is terminated. Any provision related to the use, disclosure, access, or protection of EPHI or PHI or that by its terms should survive termination of this Agreement shall survive termination.

4.2 If Business Associate breaches this Agreement, Covered Entity may, in its discretion: (i) immediately terminate this Agreement where cure of such breach is not possible; (ii) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not promptly cure the breach or end the violation within a period not to exceed 30 days; or (iii) report the violation to the Secretary if neither termination nor cure is feasible.

4.3 Covered Entity may terminate this Agreement effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, HITECH, or other security or privacy laws or (ii) there is a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, HITECH, or other security or privacy laws in any administrative or civil proceeding in which Business Associate is involved.

4.4 Upon termination of this Agreement for any reason, Business Associate shall return or, at Covered Entity's request, destroy all PHI that Business Associate or its agents or subcontractors, if any, still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall explain to Covered Entity why conditions make the return or destruction of such PHI not feasible. If Covered Entity agrees that

the return or destruction of PHI is not feasible, Business Associate shall retain the PHI, subject to all of the protections of this Agreement, and shall make no further use of such PHI. If Business Associate elects to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

4.5 If it is infeasible for Business Associate to recover all of the PHI that is in the possession of its agents or subcontractors, Business Associate shall provide Covered Entity with a written description of the PHI that remains in the possession of its agents or subcontractors and the reasons why the return or destruction of that information is infeasible. Business Associate shall require its agents and subcontractors to extend all of the protections of this Agreement to all PHI that remains in their possession and require them to limit further uses and disclosures of that PHI to those purposes that make the return or destruction infeasible for as long as the PHI remains in their possession. Business Associate shall provide to Covered Entity written assurances that it has fulfilled its obligations under this provision. The parties agree that the obligations described in this paragraph shall survive the termination of this Agreement by either party for any reason.

5. MISCELLANEOUS

5.1 A reference in this Agreement to a section in the Privacy Rule means the Privacy Rule section as in effect or as amended.

5.2 Business Associate will comply with all appropriate federal and state security and privacy laws, to the extent that such laws apply to Business Associate or are more protective of Individual privacy than are the HIPAA laws.

5.3 All notices which are required or permitted to be given pursuant to this Agreement shall be in writing and shall be sufficient in all respects if delivered personally, by electronic mail or electronic facsimile (with a confirmation by registered or certified mail placed in the mail no later than the following day), or by registered or certified mail, postage prepaid, addressed to a party as indicated below:

If to Scas Management Group:

Attention: President
Scas Management Group, LLC.
3073 S Chase Ave, Suite 300
Milwaukee, WI 53207

If to Covered Entity:

Attention: CEO/President
Trilogy Health Insurance, Inc.
18000 W. Sarah Lane, Suite 310
Brookfield, WI 53045

Notice shall be deemed to have been given upon transmittal thereof as to communications which are personally delivered or transmitted by electronic mail or electronic facsimile and, as to communications made by United States mail, on the third (3rd) day after mailing. The above addresses may be changed by giving notice of such change in the manner provided above for giving notice.

5.4 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof shall continue in full force and effect.

5.5 This Agreement contains the entire understanding between the parties hereto and shall supersede any other oral or written agreements, discussions and understandings of every kind and nature, including any provision in any Services Agreement. No modification, addition to or waiver of any right, obligation or default shall be effective unless in writing and signed by the party against whom the same is sought to be enforced. No delay or failure of either party to exercise any right or remedy available hereunder, at law or in equity, shall act as a waiver of such right or remedy, and any waiver shall not waive any subsequent right, obligation, or default.

5.6 This Agreement shall be governed by Wisconsin law without respect to its conflict of law principles.

5.7 The parties agree to take such action as is necessary to amend this Agreement from time-to-time as is necessary for compliance with the requirements of the HIPAA Privacy Rule, Security Rule, and related provisions.

5.8 This Agreement and any underlying Services Agreement are the only agreements between the parties related to the subject matter in this Agreement. To the extent there is any inconsistency between the terms and conditions of this Agreement and any Services Agreement, the terms and conditions of the Agreement shall govern.

5.9 This Agreement is binding upon the successors and assigns of the parties herein. This Agreement is intended to confer rights and responsibilities only on the Covered Entity and Business Associate and does not create or vest rights or remedies in any third party.

5.10 Nothing in this Agreement shall create any relationship between Covered Entity and Business Associate other than as independent contractors. No employee or agent of either party may be deemed an employee or agent of the other party by reason of this Agreement.

5.11 Business Associate's obligation to protect the confidentiality of the Protected Health Information, including the requirements in Section 5.9, shall survive the termination of this Agreement and shall continue for as long as Business Associate maintains Protected Health Information.

Trilogy Health Insurance, Inc.

By: _____
Name: William Felsing
Title: CEO/President

Date: 1/9/14

Scas Management Group, LLC.

By: _____
Name: Ron Scasny
Title: President

Date: 1/9/14

AMENDMENT TO THE
ADMINISTRATIVE AND MANAGEMENT SERVICES AGREEMENT
Between
TRILOGY HEALTH INSURANCE, INC.
And
SCAS MANAGEMENT GROUP, LLC

This Amendment (the "Amendment") to the Agreement (the "Agreement") by and between Trilogy Health Insurance, Inc., a Wisconsin domestic insurance company ("Trilogy"), with its principal place of business located in Waukesha County, Wisconsin, and Scas Management Group, LLC, a Wisconsin limited liability company ("SMG") whose principal place of business is located in Milwaukee County, Wisconsin. is effective as of January 1, 2015 ("Effective Date").

WHEREAS, Trilogy is a Wisconsin-based health insurance company and is contracted with the Wisconsin Department of Health Services to administer Medicaid health plan benefits to eligible individuals in its service area under the Wisconsin BadgerCare Plus and Medicaid SSI Programs (the "Business");

WHEREAS, SMG provides certain administrative and management services for health plans and other businesses;

WHEREAS, Trilogy and SMG mutually desire that SMG perform such Administrative Services on the terms and conditions set forth in the Agreement.

NOW THEREFORE, in consideration for the mutual promises and covenants set forth in the Agreement, the parties agree to amend the Agreement as follows:

EXHIBIT B

ADMINISTRATIVE SERVICE FEES WHILE THIS AGREEMENT IS IN FORCE

The following is added to Exhibit B effective January 1, 2015:

F. For the second year of the Agreement (ending on December 31, 2015), Trilogy, in addition to the costs payable by Trilogy to SMG under Exhibit B, E., shall make monthly payments of $[redacted] to SMG on or before the [redacted] day of every month and then within ten [redacted]) days after receiving the final eligibility membership numbers from SMG, pay to SMG, at a rate of [redacted] per member per month (pmpm), the difference between $[redacted] and the per member per month calculated amount. The $[redacted] and the difference added together will be the January through December, 2015 Monthly ASO Fee. Should the calculated per member per month amount be less than $[redacted] SMG will owe Trilogy the difference, which will be recouped by Trilogy off the next Monthly ASO Fee.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement on the date first shown above.

Trilogy Health Insurance, Inc.

By: Bonita L Warner 2/4/2015
Bonita L Warner, President

Scas Management Group, LLC

By: Ronald C. Scasny 2/5/15
Ron Scasny, President

AMENDMENT 2 TO THE
ADMINISTRATIVE AND MANAGEMENT SERVICES AGREEMENT
Between
TRILOGY HEALTH INSURNACE, INC.
And
SCAS MANAGEMENT GROUP, LLC

This Amendment 2 (the "Amendment"), effective May 1, 2016 ("Effective Date") to the Agreement (The "Agreement") by and between Trilogy Health Insurance, Inc., a Wisconsin domestic insurance company ("Trilogy"), with its principal place of business located in Waukesha County, Wisconsin, and Scas Management Group, LLC, a Wisconsin limited liability company ("SMG") whose principal place of business is located in Milwaukee County, Wisconsin.

WHEREAS, Trilogy is a Wisconsin-based health insurance company and is contracted with the Wisconsin Department of Health Services to administer Medicaid health plan benefits to eligible individuals in its service area under the Wisconsin BadgerCare Plus and Medicaid SSI Programs (the "Business");

WHEREAS, SMG provides certain administrative and management services for health plans and other businesses;

WHEREAS, Trilogy and SMG mutually desire that SMG perform such Administrative Services on the terms and conditions set forth in the Agreement.

NOW THEREFORE, in consideration for the mutual promises and covenants set forth in the Agreement, the parties agree to amend the Agreement as follows:

- **Section F of Exhibit B** is deleted in its entirety and replaced with **Section F of Exhibit B** as follows:

F. Effective January 1, 2015 through April 30, 2016, Trilogy, in addition to the costs payable by Trilogy to SMG under Exhibit B, Section E., shall make monthly payments of $[redacted] to SMG on or before the [redacted]th day of every month and then within [redacted] ([redacted] days after receiving the final eligibility file from SMG, pay to SMG, at a rate of $[redacted] per member per month (PMPM), the difference between $[redacted] and the PMPM calculated amount. The $[redacted] and the difference added together will be the January, 2015 through April, 2016 Monthly ASO Fee. Should the calculated PMPM amount be less than [redacted] SMG will owe Trilogy the difference, which will be recouped by Trilogy off the next Monthly ASO Fee.

Effective May 1, 2016, Trilogy, in addition to the costs payable by Trilogy to SMG under Exhibit B, Section E., shall make monthly payments of $[redacted] to SMG on or before the [redacted]th day of every month and then within [redacted] days after receiving the final eligibility file from SMG, pay to SMG, at a rate of $[redacted] per member per month (PMPM), the difference between $[redacted] and the PMPM calculated amount. The [redacted] and the difference added together will be the May, 2016 through December, 2016 Monthly ASO Fee. Should the calculated PMPM amount be less than $[redacted] SMG will owe Trilogy the difference, which will be recouped by Trilogy off the next the next Monthly ASO Fee.

In addition to the Monthly ASO Fee, Trilogy will pay SMG $[redacted] on or before the 5th day of May, 2016 and $[redacted] on or before the 5th day of every month thereafter in 2016. However, such monthly amount of $[redacted] will not be paid if a designated individual identified by the CEO of Trilogy and communicated to the President of SMG does not respond to one (1) or many emails or one (1) or many phone calls from Trilogy within a [redacted] business day time frame during the preceding month. Holidays, weekends, and PTO days taken by the designated individual identified are not business days. Phone calls or e-mails initiated after 4:30pm are considered as initiated the next business day. Phone calls and e-mails must be reasonably material and labeled with RESPONSE REQUESTED. Upon denial of payment, Trilogy is immediately obligated to provide SMG written communication as to the events leading up to the denial of payment.

2. **Exhibit C** is deleted in its entirety and replaced with **Exhibit C** attached hereto and effective May 1, 2016.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement on the date first shown above.

Trilogy Health Insurance, Inc.

By: Bonita L Warner 6/8/2016
Bonita L. Warner, President Date

Scas Management Group, LLC

By: Ronald C Scasny 6/14/16
Ronald Scasny, President Date

	Exhibit C Trilogy Health Insurance ASA	Service Provided		Incl'd in ASO Fee	Cost if Not Included in ASO Fee
	Scas Management Group, LLC (SMG) Available Services (Effective 5/1/16)	No	Yes		
	Finance				
1	Banking (see client specific)	x			
2	AP & AR - as defined under Client Specific	x			
3	Invoicing/Billing - as defined under Client Specific	x			
4	Collections	x			
5	Payroll - as defined under Client Specific	x			
6	Financial Statements	x			
7	Client Specific (List)				
8	OCI reports	x			
9	Capitation payments to providers (currently Herslof - future DentaQuest, Beacon, others TBD) through finance	x			
10	HMO taxes	x			
11	Collect and reconcile accounts receivable and money recovered due to subrogation, retro eligibility changes, claim overpayments, COB, reinsurance money due, state reimbursement money due etc. [refunds to Trilogy, info to SMG to put through VBA, Trilogy gets check register]	x			
12	Manage provider refunds, identify, submit requests, reconcilliation of receipts, recoupments as applicable		x	x	
13	Initial high level review of the cap payment to membership report (820) and provision of a report to Trilogy		x	x	
14	Reconciliation of cap payment to membership (820) and any associated follow up with DHS	x			
15	Pass thru payments to PCPs under ACA Primary Care enhancement payments		x	x	
16	Hospital, Surgical Centers and CAH Access payment processing		x	x	
17	Provide bank with a positive pay file		x	x	
18	Maintain statistical records for completion of Form 1099s, distribute 1099s and complete IRS reporting		x	x	
19	**IT/IS/Support & Data Management**				
20	Provide & Maintain Phone System	N/A			
21	Provide & Maintain Landline phones	N/A			
22	Provide & Maintain Servers, Copiers, Printers at SMG	N/A			
23	Provide & Maintain PCs, Laptops, and/or personal printers used by client's Member Advocate and any other employee or representative on site		x		pass thru
24	Provide application hardware support (maintenance, security, operations, operating systems) as it pertains to the claims payment system		x	x	
25	Provide application software suppport (maintenance, support, user maintenance, provider/fee loads) as it pertains to the claims payment system		x	x	
26	Database development and management - as defined under Client Specific		x	x	
27	Management report generation and submission		x	x	
28	Data transfers/incoming-outgoing - as defined under Client Specific		x	x	
29	Data integrity		x	x	
30	Receive incoming EDI claims - as defined under Client Specific		x		
31	Produce electronic remittance to providers	x			
32	Maintain disaster recovery site		x	x	
33	Client Specific (List)				
34	Clearinghouse fees associated with incoming EDI Medical claims	x			
35	Adhoc Report generation for Trilogy		x		$165/hr
36	Adhoc Report creation and generation for Trilogy's other subcontractors utilizing Trilogy data housed in SMG's system		x		$165/hr
37	Pursuant to Section 4L if a change in administration is necessary due to changes required by Wisconsin Medicaid, which would require SMG to substantially change its computer programs or ongoing claims procedures as determined by SMG		x		pass thru unless programming is required from SMG's vendor billed at $165/hr
38	Cost of encrypted online services provided by SMG compliant with HIPAA Privacy Regulations: Eligibility and benefits inquiry, claims inquiry if Availity is not used	not a current DHS requirement - will be addressed later			

39	**State Reporting Incoming (download reports provided to HMOs by DHS and disseminate to appropriate recipient(s) as agreed upon**		x	x	
40	AA vs Choice Report		x	x	
41	Capitation Payment Listing Report		x	x	
42	Certified Provider Listing		x	x	
43	CLIA Extract		x	x	
44	COB Carrier List		x	x	
45	COB Extract		x	x	
46	820 CSV		x	x	
47	Disenrollment Report		x	x	
48	Encounter Submission Status Report		x	x	
49	Encounter Type Summary Report		x	x	
50	Enrollment History Report		x	x	
51	HealthCheck Report		x	x	
52	Healthy Birth Outcome Report		x	x	
53	HIPAA 820		x	x	
54	HMO Asthma Report		x	x	
55	HMO Encounter Submission Monitoring by Month		x	x	
56	HMO Diabetes Report		x	x	
57	HMO Lead Testing Report		x	x	
58	HMO Recertification Reports		x	x	
59	HMO SSDI Recertification Reports		x	x	
60	Kick Payments		x	x	
61	Max Fee Schedules		x	x	
62	MCO Final Enrollment Report (HIPAA 834)		x	x	
63	MCO Initial Enrollment Report (HIPAA 834)		x	x	
64	MCO Pricing, Utilization and EOB Monitoring Report		x	x	
65	Other Coverage Discrepancy Report		x	x	
66	Pharmacy Extract		x	x	
67	Pharmacy Lock-In Report		x	x	
68	PPACA Primary Care Reports (incoming)		x	x	
69	Remittance Advice		x	x	
70	SSI Combinted Coordination of Benefits Report		x	x	
71	SSI -Continuity of Care Report		x	x	
72	SSI DME Claim History Report		x	x	
73	SSI Pharmacy Claim History Reports		x	x	
74	SSI Predictive Risk Report		x	x	
75	SSI Provider Claim History Report		x	x	
76	Units Per Day & Diagnosis Restriction Report		x	x	
77	**State Reporting Outgoing (prepare and submit to DHS using methodology required in DHS conract)**		x	x	
78	Abortions, Hysterectomies, Sterilizations (send signed forms on as needed basis)		x	x	
79	Affirmative Action and Civil Rights Compliance Letter of Assurance (SMG's) to Trilogy		x	x	
80	Affirmative Action and Civil Rights Compliance Plan (SMG's) when SMG meets the size requirements under Section 3B to Trilogy		x	x	
81	Trilogy's Affirmative Action and Civil Rights reporting to DHS	x			
82	Attestation Form		x	x	
83	CLA assessment tracking	x			
84	Communicable Disease Reporting	x			
85	Coordination of Benefits Report		x	x	
86	Court Ordered Birth Costs Report		x	x	
87	Dental Service QI Report	x			
88	Encounter Data File		x	x	
89	Formal/Informal Grievance Experience Summary Report		x	x	
90	Fraud and Abuse Investigations (report as needed)	x			
91	Initial Performance Improvement Project Topic Selection Summary	x			
92	Financial Report- Semi-Annual	x			
93	Maternity Kick Payment Report		x	x	
94	Member Communication and Outreach Plan	x			
95	Newborn Report		x	x	
96	Performance Improvement Project Final Report	x			
97	PPACA Health Insurance Fee (HIF) Report (HMOs send DHS NAIC exhibits, entire IRS letter 5066C, IRS letter 5067C, final IRS form 8963 and complete WI HIF MA Calculation Template based on 5067C and signed attestation)	x			
98	Summary Ambulatory Surgical Center Access Payment Report		x	x	
99	Summary Critical Access Hospital Payment Report		x	x	

100	Summary Hospital Access Payment Report		x	x	
101	Ventilator Dependent Report		x	x	
102	HEDIS reports	x			
103	**Internal Reporting Outgoing (prepare and disseminate to appropriate recipient(s) in methods required under master distribution list)**		x	x	
104	100002822_YYYYMMDD_ENC_STATUS_REPORT.zip (to Trilogy, IPN, SMG)		x	x	
105	Access Payment by LOB Email (to Trilogy)		x	x	
106	Check Register Documents (To Trilogy, SMG)		x	x	
107	Check Register Documents (Access Pay) (to Trilogy, SMG)		x	x	
108	Check Register Documents (PPACA) - No Checks (to Trilogy, SMG)		x	x	
109	DxReport_YYYYMM_Report A (to PartnerRE)		x	x	
110	DxReport_YYYYMM_Report B (to PartnerRE)		x	x	
111	Enrollment by LOB (to Trilogy, IPN, SMG)		x	x	
112	Final Enrollment Roster (to Trilogy, IPN, SMG)		x	x	
113	HMO_ReviewDue_MCOID_YYYYMMDD (to Trilogy)		x	x	
114	Initial Enrollment Roster (to Trilogy, IPN, SMG)		x	x	
115	Inpatient Auth (to Trilogy, IPN, SMG)		x	x	
116	IPN_PCPAssign_YYYYMMDD (to IPN)		x	x	
117	MBR_PCPAssignmentByNetwork (to Trilogy)		x	x	
118	MCO_Choice_MCOID_YYYYMMDD (to Trilogy)		x	x	
119	MemberLossReport_YYYYMM_Report A (to PartnerRE)		x	x	
120	MemberLossReport_YYYYMM_Report B (to PartnerRE)		x	x	
121	MMM_YYYY_KP_PAYOUT_TRILOGY (to Trilogy)		x	x	
122	PremiumBreakdown_YYYYMMDD (to Trilogy)		x	x	
123	ProviderExport_20151001.txt (to Trilogy)		x	x	
124	SCASEligibilityYYYYMMDD (to Trilogy)		x	x	
125	SCASPaidClaimsYYYYMMDD (to Trilogy, IPN)		x	x	
126	Claim data file and eligibility (to First Recovery)		x	x	
127	Provide files, reports, extracts or other data and/or materials to Trilogy's HEDIS vendor or other designated entity required from SMG's system vendor as well as SMG's administrative costs for such services		x		pass thru
128	Any report not mentioned in this list (applies to any reports or data files incoming, outgoing, state or internal)		x		negotiable, cost based on nature of the report
129	System enhancements requested by Trilogy to comply with any requirements from Wisconsin Department of Health Services in relation to its contract with same or requested by Trilogy for any other reason		x		$165/hour
130	Implementation activities required due to DHS changing from MS-DRG to APR-DRG methodology effective 1/1/2017 (THI will purchase software)		x		Pass thru for setup costs
131	Provide web access to Trilogy providers that minimally allows review of eligibility and other DHS required information	x			
132	Provision of application hardware support (maintenance, security, operations, operating systems) as it pertains to the claims payment system		x	x	
133	Application support (maintenance, support, user maintenance, provider/fee loads)		x	x	
134	Provide access to SMG's claims processing system to Trilogy, Trilogy's subcontractors or others designated by Trilogy		x		Pass thru
135	**Compliance**				
136	Client Specific (List)				
137	Compliance with client's contracted obligations as they relate to services provided by SMG through this Agreement		x	x	
138	Compliance with Medicaid as it relates to services provided by SMG through this Agreement if applicable		x	x	
139	Trilogy Compliance with DHS contract, Medicaid and EQRO in all aspects, ensuring everything required in DHS contract is allocated and accounted for through all the subcontractors and/or Trilogy staff	x			
140	Identification and ongoing compliance with changes/additions to Medicaid benefits and corresponding allocation, ASA amendments if necessary, through the affected subcontractors and/or Trilogy staff	x			
141	Subcontractor oversight (SMG, IPN, Beacon, DentaQuest) for compliance with DHS contract as well as with their respective ASAs and performance agreements	x			
142	Compliance Officer	x			
143	HIPAA Officer	x			

144	Host EQRO audits, coordinate subcontractors	x			
145	Evaluation of compliance in any area of the contract not specifically listed as part of SMG's reponsibilities in this ASA or in any other regulatory area	x			
146	Development of new, or revisions of current Trilogy Policies and Procedures and/or annual evaluation of current ones	x			
147	Development of new, or revisions of current SMG Policies and Procedures and/or annual evaluation of current ones relevant to the administration of THI business		x	x	
148	**Administrative & Operations**				
149	Mailroom (incoming and outgoing mail)	x			
150	Receptionist	x			
151	Copying, Filing, Scanning, Faxing, Printing and Assembly as it relates to this Agreement is included in ASO fees unless specified elsewhere		x	x	
152	Account Management (with employer group or similar)	N/A			
153	Print provider materials (contracts, amendments, other communication) - as defined under Client Specific		x		
154	Mail provider materials - as defined under Client Specific		x		
155	Print and mail provider checks and remits		x	x	
156	Postage for provider checks and remits		x	x	
157	Provide materials for posting on Trilogy's website as they relate to services in this Agreement		x	x	
158	Client Specific (List)				
159	Create, print and distribute provider directory		x		printing and postage costs pass thru
160	Print and mail provider appeal letters		x	x	
161	Print and mail claim mail backs		x	x	
162	Trilogy to supply Trilogy branded envelopes and other printed materials for use with services provided under this Agreement	x			or pass thru cost if SMG purchases them
163	**Provider Relations, Contracting and Management**				
164	With THI guidance and approval of pricing strategy/rates, acquire and negotiate provider contracts and MOUs necessary to maintain an adequate provider network as defined in the DHS Contract.		x	x	
165	Develop strategy to resolve network deficiencies		x	x	
166	For Direct Contract providers, identify when a new contract needs credentialing. Initiate the process with the Credentialing Coordinator.		x	x	
167	For Direct Contract providers, verify completion of credentialing prior to assigning effective date and prior to data entry of contract		x	x	
168	Maintain provider database including the following:		x	x	
169	Initial data entry		x	x	
170	Changes and terminations		x	x	

171	Validation and housing of original source documents (non-credentialing related)		x	x	
172	Routine review/monitoring to ensure database intergrity		x	x	
173	Provide monthly notice to THI of PCP terminations. Notice to include effective date, and number of impacted members.		x	x	
174	Prepare and mail notices to all members impacted by PCP provider terminations within timeframes as required by the HMO contract		x	x	
175	Maintain positive working relationships with Trilogy providers and to resolve any related issues		x	x	
176	New Provider Orientation		x	x	
177	Ongoing Provider Education		x	x	
178	This section is intentially blank				
179	Targeted Retraining as Needed (based on claim issues, complaints, etc.)		x	x	
180	Client Specific (List)				
181	Interpretation/Translation Contracts	x			
182	Subrogation Contracts	x			
183	Reinsurance Contracts	x			
184	Physician Contracts		x	x	
185	Ancillary Contracts		x	x	
186	Facility Contracts		x	x	
187	MOUS		x	x	
188	PNCC		x	x	
189	School Based Services		x	x	
190	Bureau Milwaukee Child Welfare		x	x	
191	51.42 boards	x			
192	Health Departments		x	x	
193	Birth to 3 Agencies		x	x	
194	Targeted Case Management		x	x	
195	Evaluation of effectiveness or compliance of provider contracting	x			
196	Evaluation of effectiveness or compliance with network adequacy, distances, wait times etc.	x			
197	**Claims Processing**				
198	EDI claim adjudication		x	x	
199	Process Claim/Provider appeals		x	x	
200	Voids/Refunds/Adjustments processed through VBA		x	x	
201	Apply COB to claims		x	x	
202	Recoupments/claim overpayments processed through VBA		x	x	
203	Intentionally left blank				

204	Produce and mail refund letters to providers		x	x	
205	Coordinate and support subrogation with client's subrogation vendor		x	x	cost of services pass thru at Trilogy's contracted rate
206	**Membership/Enrollment**				
207	Enrollment - accept and process paper and/or web enrollment	N/A			
208	Investigate other insurance coverage, maintain member records		x	x	
209	Conduct new enrollee outreach/communication - as defined under Client Specific		x		
210	Conduct new member welcome calls	x			
211	Conduct "members losing eligility" calls	x			
212	Conduct and prepare evaluation of member satisfaction surveys - as defined under Client Specific	x			
213	Print member materials - as defined under Client Specific		x		
214	Mail new member materials - as defined under Client Specific		x		
215	Send out Cobra notifications	N/A			
216	Client Specific (List)				
217	PCP Assignment - Utlizing an algorythm that complies with DHS requirements, assign PCPs to members that have not chosen one within 30 days of enrollment effective date. Ensure PCP assignment is retroactive to effective date.		x	x	
218	PCP Assignment - As PCP claims are received, review PCP assignment and change as needed to align with member claim activity		x	x	
219	Accept and record PCP selection from members		x	x	
220	Re-assign members to new PCPs when theirs terminates		x	x	
221	Prepare and mail notice of PCP assignment to members as changes occur		x	x	pass thru (printing and postage)
222	Prepare and mail notice of PCP assignment (and re-assignment due to termination) to members as changes occur		x	x	pass thru (printing and postage)
223	Verify appropriate members and coordinate with DHS for disenrollment of inappropriate members. (This does not include requests for disenrollment of members under the 'just cause' provision)		x	x	
224	Collect information required for newborn reporting		x	x	
225	Mail member handbook and welcome packet materials under new enrollee outreach/communication plan		x		member handbook printing and postage costs pass thru
226	Print and mail annual notification to members of the availability of a member handbook and provider directory upon request	x			letter and subsequent materials cost to print and mail if requested
227	Submit Member Handbook and other welcome packet materials to DHS for prior approval	x			
228	Submit the member communication materials handled by SMG to Trilogy's contracted translation* vendor		x		cost of translation pass thru at Trilogy's vendor rates
229	Evaluation of effectiveness of PCP assignment related to condition management	x			
230	Assignment or Re-assignment of PCPs based on chronic conditions or in relation to case management activities.	x			
231	**Customer Service**				
232	Call Center (Incomming/outgoing calls) Monday through Friday, 8:00AM to 5:00PM		x	x	
233	Client Specific (List)				
234	Coordinate interpretation services for members who need them through Trilogy's contracted vendors during regular office hours, Monday through Friday 8:00AM to 5:00PM		x	x	cost of services pass thru at Trilogy's contracted rate
235	Provide 24 hour phone coverage as defined in DHS contract	x			
236	**Other Client Specific Functions**				

237	Participate in QAPI Committee – Provide an SMG representative and present/provide internal reports on SMG performance guarantees		x	x	
238	Provide client work space - ONE furnished cubicle on site at SMG (does not include computer, private printer if desired, wireless headset, or cell phone if desired)		x	x	Costs will apply for additional or different furniture at cost and for additional space if requested.
239	Member Advocacy - state program participation	x			
240	Receive, manage, resolve Member appeals and grievances - grievance committee	x			
241	Coordination with health departments, community based organizations, BMCW, community agencies/services (other than contracting and routine member servicing responsibilities)	x			
242	QAPI Program administration - credentialing, medical director, committees, UM, DM, CM, member health education/promotion, HEDIS quality member/provider support/service reminders/programs, CLA member service reminders and data collection from providers, Performance Improvement Projects (submission to state for approval, conducting, writing report, submitting report),	x			
243	Pregnant women program - healthy birth outcomes - medical home administration	x			
244	SSI Member assessments and care coordination,	x			
245	CLA Member health needs assessments	x			
246	Develop Marketing plans and overall marketing strategy. Perform the marketing activities, identify and staff events, purchase marketing objects (cups, pens, misc items) for distribution at events, represent Trilogy in the community, on panels, in media etc.	x			
247	Designated contact for TCM, PNCC, SBS	x			
248	Dental programs, dental provider contracting, administration (claims processing, prior authorization, customer service etc.)	x			
249	Behavioral health programs, behavioral health provider contracting, administration (claims processing, prior authorization etc.)	x			
250	Vision health programs, vision provider contracting, administration (claims processing etc.)	x			
251	Member Appointment Compliance in 2014 HMO Contract section I(3)(a)(4)	x			
252	Administer any portion of the Pharmacy Lock-In Program	x			
253	Anything not mentioned in the body of the ASA or Exhibit C unless prior approval of SMG is received and compensation is agreed upon.	x			

AMENDMENT 3 TO THE
ADMINISTRATIVE AND MANAGEMENT SERVICES AGREEMENT
Between
TRILOGY HEALTH INSURNACE, INC.
And
SCAS MANAGEMENT GROUP, LLC

This Amendment 3 (the "Amendment"), effective January 1, 2017 ("Effective Date") to the Agreement (The "Agreement") by and between Trilogy Health Insurance, Inc., a Wisconsin domestic insurance company ("Trilogy"), with its principal place of business located in Waukesha County, Wisconsin, and Scas Management Group, LLC, a Wisconsin limited liability company ("SMG") whose principal place of business is located in Milwaukee County, Wisconsin.

WHEREAS, Trilogy is a Wisconsin-based health insurance company and is contracted with the Wisconsin Department of Health Services to administer Medicaid health plan benefits to eligible individuals in its service area under the Wisconsin BadgerCare Plus and Medicaid SSI Programs (the "Business");

WHEREAS, SMG provides certain administrative and management services for health plans and other businesses;

WHEREAS, Trilogy and SMG mutually desire that SMG perform such Administrative Services on the terms and conditions set forth in the Agreement.

NOW THEREFORE, in consideration for the mutual promises and covenants set forth in the Agreement, the parties agree to amend the Agreement as follows:

- **Section F of Exhibit B** is deleted in its entirety and replaced with **Section F of Exhibit B** as follows:

F. Effective January 1, 2017 through April 30, 2017, Trilogy, in addition to the costs payable by Trilogy to SMG under Exhibit B, Section E., shall make a monthly payment of [redacted] to SMG on or before the [redacted]th day of every month and then within [redacted] ([redacted]) days after receiving the final eligibility file from SMG, pay to SMG, at a rate of $[redacted] per member per month (PMPM), the difference between $[redacted] and the PMPM calculated amount. The $[redacted] and the difference added together will be the January, 2017 through April, 2017 Monthly ASO Fee. Should the calculated PMPM amount be less than $[redacted] SMG will owe Trilogy the difference, which will be recouped by Trilogy off the next Monthly ASO Fee.

Effective May 1, 2017, Trilogy, in addition to the costs payable by Trilogy to SMG under Exhibit B, Section E., shall make monthly payments of $[redacted] to SMG on or before the [redacted] day of every month and then within [redacted] days after receiving the final eligibility file from SMG, pay to SMG, at a rate of $[redacted] per member per month (PMPM), the difference between $[redacted] and the PMPM calculated amount. The [redacted] and the difference added together will be the May, 2017 through December, 2017 Monthly ASO Fee. Should the calculated PMPM amount be less than $[redacted] SMG will owe Trilogy the difference, which will be recouped by Trilogy off the next Monthly ASO Fee.

In addition to the Monthly ASO Fee, Trilogy will pay SMG $[redacted] on or before the [redacted] day of every month thereafter in 2017. However, such monthly amount of [redacted] will not be paid if a designated individual identified by the CEO of Trilogy and communicated to the President of SMG does not respond to one (1) or many emails or one (1) or many phone calls from Trilogy within a [redacted] business day time frame during the preceding month. Holidays, weekends, and PTO days taken by the designated individual identified are not business days. Phone calls or e-mails initiated after 4:30pm are considered as initiated the next business day. Phone calls and e-mails must be reasonably material and labeled with RESPONSE REQUESTED. Upon denial of payment, Trilogy is immediately obligated to provide SMG written communication as to the events leading up to the denial of payment.

2. **Exhibit C** is deleted in its entirety and replaced with **Exhibit C** attached hereto and effective May 1, 2017.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement on the date first shown above.

Trilogy Health Insurance, Inc.

By: Bonita L Warner 4/27/2017
Bonita L. Warner, President Date

Scas Management Group, LLC

By: Ronald C Scasny 4/27/17
Ronald Scasny, President Date

	Exhibit C Trilogy Health Insurance ASA	Service Provided		Incl'd in ASO Fee	Cost if Not Included in ASO Fee
	Seas Management Group, LLC (SMG) Available Services (Revised for 2017)	No	Yes		
	Finance				
1	Banking (see client specific)	x			
2	AP & AR - as defined under Client Specific	x			
3	Invoicing/Billing - as defined under Client Specific	x			
4	Collections	x			
5	Payroll - as defined under Client Specific	x			
6	Financial Statements	x			
7	Client Specific (List)				
8	OCI reports	x			
9	Capitation payments to providers through finance	x			
10	HMO taxes	x			
11	Collect and reconcile accounts receivable and money recovered due to subrogation, retro eligibility changes, claim overpayments, COB, reinsurance money due, state reimbursement money due etc. [refunds to Trilogy, info to SMG to put through VBA, Trilogy gets check register]	x			
12	Manage provider refunds, identify, submit requests, reconcilliation of receipts, recoupments as applicable		x	x	
13	Initial high level review of the cap payment to membership report (820) and provision of a report to Trilogy		x	x	
14	Reconciliation of cap payment to membership (820) and any associated follow up with DHS	x			
15	Pass thru payments to PCPs under ACA Primary Care enhancement payments		x	x	
16	Hospital, Surgical Centers and CAH Access payment processing		x	x	
17	Dental Value Added payment processing		x	x	
18	Provide bank with a positive pay file		x	x	
19	Maintain statistical records for completion of Form 1099s, distribute 1099s and complete IRS reporting		x	x	
20	**IT/IS/Support & Data Management**				
21	Provide & Maintain Phone System	N/A			
22	Provide & Maintain Landline phones	N/A			
23	Provide & Maintain Servers, Copiers, Printers at SMG	N/A			
24	Provide & Maintain PCs, Laptops, and/or personal printers used by client's Member Advocate and any other employee or representative on site		x		pass thru
25	Provide application hardware support (maintenance, security, operations, operating systems) as it pertains to the claims payment system		x	x	
26	Provide application software suppport (maintenance, support, user maintenance, provider/fee loads) as it pertains to the claims payment system		x	x	
27	Database development and management - as defined under Client Specific		x	x	
28	Management report generation and submission		x	x	
29	Data transfers/incoming-outgoing - as defined under Client Specific		x	x	
30	Data integrity		x	x	
31	Receive incoming EDI claims - as defined under Client Specific		x		
32	Produce electronic remittance to providers	x			
33	Maintain disaster recovery site		x	x	
34	Client Specific (List)				
35	Clearinghouse fees associated with incoming EDI Medical claims	x			
36	Adhoc Report generation for Trilogy		x		$165/hr
37	Adhoc Report creation and generation for Trilogy's other subcontractors utilizing Trilogy data housed in SMG's system		x		$165/hr
38	Pursuant to Section 4L if a change in administration is necessary due to changes required by Wisconsin Medicaid, which would require SMG to substantially change its computer programs or ongoing claims procedures as determined by SMG		x		pass thru unless programming is required from SMG's vendor billed at $165/hr

39	Submission of a modified 834 to CMS for COBA claim processing		x	x	pass thru costs for programming changes to the 834 file necessary to accommodate this new requirement
40	Cost of encrypted online services provided by SMG compliant with HIPAA Privacy Regulations: Eligibility and benefits inquiry, claims inquiry if Availity is not used	not a current DHS requirement - will be addressed later			
41	**State Reporting Incoming (download reports provided to HMOs by DHS and disseminate to appropriate recipient(s) as agreed upon**		x	x	
42	AA vs Choice Report		x	x	
43	Capitation Payment Listing Report		x	x	
44	Certified Provider Listing		x	x	
45	CLIA Extract		x	x	
46	COB Carrier List		x	x	
47	COB Extract		x	x	
48	820 CSV		x	x	
49	Disenrollment Report		x	x	
50	Encounter Submission Status Report		x	x	
51	Encounter Type Summary Report		x	x	
52	Enrollment History Report		x	x	
53	HealthCheck Report		x	x	
54	Healthy Birth Outcome Report		x	x	
55	HIPAA 820		x	x	
56	HMO Asthma Report		x	x	
57	HMO Encounter Submission Monitoring by Month		x	x	
58	HMO Diabetes Report		x	x	
59	HMO Lead Testing Report		x	x	
60	HMO Recertification Reports		x	x	
61	HMO SSDI Recertification Reports		x	x	
62	Kick Payments		x	x	
63	Max Fee Schedules		x	x	
64	MCO Final Enrollment Report (HIPAA 834)		x	x	
65	MCO Initial Enrollment Report (HIPAA 834)		x	x	
66	MCO Pricing, Utilization and EOB Monitoring Report		x	x	
67	Other Coverage Discrepancy Report		x	x	
68	Pharmacy Extract		x	x	
69	Pharmacy Lock-In Report		x	x	
70	PPACA Primary Care Reports (incoming)		x	x	
71	Remittance Advice		x	x	
72	SSI Combinted Coordination of Benefits Report		x	x	
73	SSI -Continuity of Care Report		x	x	
74	SSI DME Claim History Report		x	x	
75	SSI Pharmacy Claim History Reports		x	x	
76	SSI Predictive Risk Report		x	x	
77	SSI Provider Claim History Report		x	x	
78	Units Per Day & Diagnosis Restriction Report		x	x	
79	**State Reporting Outgoing (prepare and submit to DHS using methodology required in DHS conract)**		x	x	
80	Abortions, Hysterectomies, Sterilizations (send signed forms on as needed basis)		x	x	
81	Affirmative Action and Civil Rights Compliance Letter of Assurance (SMG's) to Trilogy		x	x	
82	Affirmative Action and Civil Rights Compliance Plan (SMG's) when SMG meets the size requirements under Section 3B to Trilogy		x	x	
83	Trilogy's Affirmative Action and Civil Rights reporting to DHS	x			
84	Attestation Form		x	x	
85	CLA assessment tracking	x			

86	Communicable Disease Reporting	x			
87	Coordination of Benefits Report		x	x	
88	Court Ordered Birth Costs Report		x	x	
89	Dental Service QI Report	x			
90	Dental Value Added Report		x	x	
91	Encounter Data File		x	x	
92	Formal/Informal Grievance Experience Summary Report		x	x	
93	Fraud and Abuse Investigations (report as needed)	x			
94	Initial Performance Improvement Project Topic Selection Summary	x			
95	Financial Report- Semi-Annual	x			
96	Maternity Kick Payment Report		x	x	
97	Member Communication and Outreach Plan	x			
98	Newborn Report		x	x	
99	Performance Improvement Project Final Report	x			
100	PPACA Health Insurance Fee (HIF) Report (HMOs send DHS NAIC exhibits, entire IRS letter 5066C, IRS letter 5067C, final IRS form 8963 and complete WI HIF MA Calculation Template based on 5067C and signed attestation)	x			
101	Provider Export Report - Monthly		x	x	
102	Summary Ambulatory Surgical Center Access Payment Report		x	x	
103	Summary Critical Access Hospital Payment Report		x	x	
104	Summary Hospital Access Payment Report		x	x	
105	Ventilator Dependent Report		x	x	
106	HEDIS reports	x			
107	**Internal Reporting Outgoing (prepare and disseminate to appropriate recipient(s) in methods required under master distribution list)**		x	x	
108	100002822_YYYYMMDD_ENC_STATUS_REPORT.zip (to Trilogy, IPN, SMG)		x	x	
109	Access Payment by LOB Email (to Trilogy)		x	x	
110	ASA Performance Guaranty Report (to Trilogy)		x	x	
111	Check Register Documents (To Trilogy, SMG)		x	x	
112	Check Register Documents (Access Pay) (to Trilogy, SMG)		x	x	
113	Check Register Documents (PPACA) - No Checks (to Trilogy, SMG)	x			
114	DxReport_YYYYMM_Report A (to PartnerRE)		x	x	
115	DxReport_YYYYMM_Report B (to PartnerRE)		x	x	
116	Enrollment by LOB (to Trilogy, IPN, SMG)		x	x	
117	Final Enrollment Roster (to Trilogy, IPN, SMG)		x	x	
118	HMO_ReviewDue_MCOID_YYYYMMDD (to Trilogy)		x	x	
119	Initial Enrollment Roster (to Trilogy, IPN, SMG)		x	x	
120	Inpatient Auth (to Trilogy, IPN, SMG)		x	x	
121	IPN_PCPAssign_YYYYMMDD (to IPN)		x	x	
122	MBR_PCPAssignmentByNetwork (to Trilogy)		x	x	
123	MCO_Choice_MCOID_YYYYMMDD (to Trilogy)		x	x	
124	MemberLossReport_YYYYMM_Report A (to PartnerRE)		x	x	
125	MemberLossReport_YYYYMM_Report B (to PartnerRE)		x	x	
126	MMM_YYYY_KP_PAYOUT_TRILOGY (to Trilogy)		x	x	
127	Provide monthly notice to THI of PCP terminations. Notice to include effective date, and number of impacted members.		x	x	
128	PremiumBreakdown_YYYYMMDD (to Trilogy)		x	x	
129	ProviderExport_YYYYMMDD (to Trilogy)		x	x	
130	SCASEligibility_YYYYMMDD (to Trilogy)		x	x	
131	SCASPaidClaimsYYYYMMDD (to Trilogy, IPN)		x	x	
132	Claim data file and eligibility (to First Recovery)		x	x	
133	Provide files, reports, extracts or other data and/or materials to Trilogy's HEDIS vendor or other designated entity required from SMG's system vendor as well as SMG's administrative costs for such services		x		pass thru

134	Any report not mentioned in this list (applies to any reports or data files incoming, outgoing, state or internal)		x		negotiable, cost based on nature of the report
135	System enhancements requested by Trilogy to comply with any requirements from Wisconsin Department of Health Services in relation to its contract with same or requested by Trilogy for any other reason		x		$165/hour
136	Implementation activities required due to DHS changing from MS-DRG to APR-DRG methodology effective 1/1/2017 (THI will purchase software)		x		Pass thru for setup costs
137	Provide web access to Trilogy providers that minimally allows review of eligibility and other DHS required information	x			
138	Provision of application hardware support (maintenance, security, operations, operating systems) as it pertains to the claims payment system		x	x	
139	Application support (maintenance, support, user maintenance, provider/fee loads)		x	x	
140	Provide access to SMG's claims processing system to Trilogy, Trilogy's subcontractors or others designated by Trilogy		x		Pass thru
141	**Compliance**				
142	Client Specific (List)				
143	Compliance with client's contracted obligations as they relate to services provided by SMG through this Agreement		x	x	
144	Compliance with Medicaid as it relates to services provided by SMG through this Agreement if applicable		x	x	
145	Trilogy Compliance with DHS contract, Medicaid and EQRO in all aspects, ensuring everything required in DHS contract is allocated and accounted for through all the subcontractors and/or Trilogy staff	x			
146	Identification and ongoing compliance with changes/additions to Medicaid benefits and corresponding allocation, ASA amendments if necessary, through the affected subcontractors and/or Trilogy staff	x			
147	Subcontractor oversight (SMG, IPN, Beacon, DentaQuest) for compliance with DHS contract as well as with their respective ASAs and performance agreements	x			
148	Compliance Officer	x			
149	HIPAA Officer	x			
150	Host EQRO audits, coordinate subcontractors	x			
151	Evaluation of compliance in any area of the contract not specifically listed as part of SMG's reponsibilities in this ASA or in any other regulatory area	x			
152	Development of new, or revisions of current Trilogy Policies and Procedures and/or annual evaluation of current ones	x			
153	Development of new, or revisions of current SMG Policies and Procedures and/or annual evaluation of current ones relevant to the administration of THI business		x	x	
154	**Administrative & Operations**				
155	Mailroom (incoming and outgoing mail)	x			
156	Receptionist	x			
157	Copying, Filing, Scanning, Faxing, Printing and Assembly as it relates to this Agreement is included in ASO fees unless specified elsewhere		x	x	
158	Account Management (with employer group or similar)	N/A			
159	Print provider materials (contracts, amendments, other communication) - as defined under Client Specific		x		
160	Mail provider materials - as defined under Client Specific		x		
161	Print and mail provider checks and remits		x	x	
162	Postage for provider checks and remits		x	x	
163	Provide materials for posting on Trilogy's website as they relate to services in this Agreement		x	x	
164	Client Specific (List)				
165	Create, print and distribute provider directory	x			

166	Print and mail provider appeal letters		x	x	
167	Print and mail claim mail backs		x	x	
168	Trilogy to supply Trilogy branded envelopes and other printed materials for use with services provided under this Agreement	x			or pass thru cost if SMG purchases them
169	**Provider Relations, Contracting and Management**				
170	With THI guidance and approval of pricing strategy/rates, acquire and negotiate provider contracts and MOUs necessary to maintain an adequate provider network as defined in the DHS Contract.		x	x	
171	Develop strategy to resolve network deficiencies		x	x	
172	For Direct Contract providers, identify when a new contract needs credentialing. Initiate the process with the Credentialing Coordinator.		x	x	
173	For Direct Contract providers, verify credentialing application has been routed to the Credentialing Coordinator prior to assigning effective date and prior to data entry of contract		x	x	
174	Maintain provider database including the following:		x	x	
175	Initial data entry		x	x	
176	Changes and terminations		x	x	
177	Validation and housing of original source documents (non-credentialing related)		x	x	
178	Routine review/monitoring to ensure database intergrity		x	x	
179	Maintain positive working relationships with Trilogy providers and to resolve any related issues		x	x	
180	New Provider Orientation		x	x	
181	Ongoing Provider Education		x	x	
182	Targeted Retraining as Needed (based on claim issues, complaints, etc.)		x	x	
183	Client Specific (List)				
184	Interpretation/Translation Contracts	x			
185	Subrogation Contracts	x			
186	Reinsurance Contracts	x			
187	Physician Contracts		x	x	
188	Ancillary Contracts		x	x	
189	Facility Contracts		x	x	
190	Behavioral Health Contracts	x			
191	MOUS		x	x	
192	PNCC		x	x	
193	School Based Services		x	x	
194	Bureau Milwaukee Child Welfare		x	x	
195	51.42 boards	x			
196	Health Departments		x	x	
197	Birth to 3 Agencies		x	x	
198	Targeted Case Management		x	x	
199	Evaluation of effectiveness or compliance of provider contracting	x			
200	Evaluation of effectiveness or compliance with network adequacy, distances, wait times etc.	x			
201	**Claims Processing**				
202	EDI claim adjudication		x	x	
203	Processing paid encounter claims for Herslof and DentaQuest and run-out paid encounters from Beacon		x	x	
204	Run outpatient and inpatient facility claims through 3M software to apply EAPG and APR-DRG pricing	x			
205	Enter care management billing data into VBA as received from Trilogy and submit to Forward Health for reimbursement. SMG is not responsible for coding, supportive documentation, or reimbursement reconciliation in relation to this task		x	x	pass thru costs for programming changes to the encounter submission file necessary to accommodate this new requirement

206	Process Claim/Provider appeals		x	x	
207	Voids/Refunds/Adjustments processed through VBA		x	x	
208	Apply COB to claims		x	x	
209	Recoupments/claim overpayments processed through VBA		x	x	
210	Intentionally left blank				
211	Produce and mail refund letters to providers		x	x	
212	Coordinate and support subrogation with client's subrogation vendor		x	x	cost of services pass thru at Trilogy's contracted rate
213	**Membership/Enrollment**				
214	Enrollment - accept and process paper and/or web enrollment	N/A			
215	Investigate other insurance coverage, maintain member records		x	x	
216	Conduct new enrollee outreach/communication - as defined under Client Specific		x		
217	Conduct new member welcome calls	x			
218	Conduct "members losing eligility" calls	x			
219	Conduct and prepare evaluation of member satisfaction surveys - as defined under Client Specific	x			
220	Print member materials - as defined under Client Specific		x		
221	Mail new member materials - as defined under Client Specific		x		
222	Send out Cobra notifications	N/A			
223	Client Specific (List)				
224	PCP Assignment - Utlizing an algorythm that complies with DHS requirements, assign PCPs to members that have not chosen one within 30 days of enrollment effective date. Ensure PCP assignment is retroactive to effective date.		x	x	
225	PCP Assignment - As PCP claims are received, review PCP assignment and change as needed to align with member claim activity		x	x	
226	Prepare and mail notices to all members impacted by PCP provider terminations within timeframes as required by the HMO contract		x	x	
227	Accept and record PCP selection from members		x	x	
228	Re-assign members to new PCPs when theirs terminates		x	x	
229	Prepare and mail notice of PCP assignment to members as changes occur		x	x	pass thru (printing and postage)
230	Prepare and mail notice of PCP assignment (and re-assignment due to termination) to members as changes occur		x	x	pass thru (printing and postage)
231	Verify appropriate members and coordinate with DHS for disenrollment of inappropriate members. (This does not include requests for disenrollment of members under the 'just cause' provision)		x	x	
232	Collect information required for newborn reporting		x	x	
233	Mail member handbook and welcome packet materials under new enrollee outreach/communication plan		x		member handbook printing and postage costs pass thru
234	Print and mail annual notification to members of the availability of a member handbook and provider directory upon request	x			letter and subsequent materials cost to print and mail if requested
235	Submit Member Handbook and other welcome packet materials to DHS for prior approval	x			
236	Submit the member communication materials handled by SMG to Trilogy's contracted translation* vendor		x		cost of translation pass thru at Trilogy's vendor rates
237	Evaluation of effectiveness of PCP assignment related to condition management	x			

238	Assignment or Re-assignment of PCPs based on chronic conditions or in relation to case management activities.	x			
239	**Customer Service**				
240	Call Center (Incoming/outgoing calls) Monday through Friday, 8:00AM to 5:00PM including Behavioral Health services		x	x	
241	Client Specific (List)				
242	Call Center for Herslof and DentaQuest services	x			
243	Coordinate interpretation services for members who need them through Trilogy's contracted vendors during regular office hours, Monday through Friday 8:00AM to 5:00PM		x	x	cost of services pass thru at Trilogy's contracted rate
244	Audit translation service invoices for Glenn to validate charges incurred through SMG, IPN, Trilogy, and GHC prior to payment		x	x	
245	Provide 24 hour phone coverage as defined in DHS contract	x			
246	**Other Client Specific Functions**				
247	Participate in QAPI Committee – Provide an SMG representative and present/provide internal reports on SMG performance guarantees		x	x	
248	Provide client work space - ONE furnished cubicle on site at SMG (does not include computer, private printer if desired, wireless headset, or cell phone if desired)		x	x	Costs will apply for additional or different furniture at cost and for additional space if requested.
249	Member Advocacy - state program participation	x			
250	Receive, manage, resolve Member appeals and grievances - grievance committee	x			
251	Coordination with health departments, community based organizations, BMCW, community agencies/services (other than contracting and routine member servicing responsibilities)	x			
252	QAPI Program administration - credentialing, medical director, committees, UM, DM, CM, member health education/promotion, HEDIS quality member/provider support/service reminders/programs, CLA member service reminders and data collection from providers, Performance Improvement Projects (submission to state for approval, conducting, writing report, submitting report),	x			
253	Pregnant women program - healthy birth outcomes - medical home administration	x			
254	SSI Member assessments and care coordination,	x			
255	CLA Member health needs assessments	x			
256	activities, identify and staff events, purchase marketing objects (cups, pens, misc	x			
257	Designated contact for TCM, PNCC, SBS	x			
258	Dental programs, dental provider contracting, administration (claims processing, prior authorization, customer service etc.)	x			
259	Behavioral health programs, prior authorization, QAPI, HEDIS measures	x			
260	Vision health programs, vision provider contracting, administration (claims processing etc.)	x			
261	Member Appointment Compliance in 2014 HMO Contract section I(3)(a)(4)	x			
262	Administer any portion of the Pharmacy Lock-In Program	x			
263	Anything not mentioned in the body of the ASA or Exhibit C unless prior approval of SMG is received and compensation is agreed upon.	x			