

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT (the "**Agreement**") is entered into effective as of the 1st day of January, 2014 ("**Effective Date**"), by and between **Trilogy Health Insurance, Inc.** ("**Trilogy**") and **Independent Physicians Network, Inc.** ("**IPN**").

RECITALS

A. Trilogy has or intends to enter in an agreement (the "**DHS Contract**") with the Wisconsin Department of Health Services ("**DHS**") to participate in the Wisconsin Medicaid Program, under which Trilogy, through participating physicians and other practitioners under contract with Trilogy ("**Participating Providers**"), agrees to arrange for the provision of medical and other health care services ("**Healthcare Services**") to Medicaid beneficiaries assigned to Trilogy ("**Members**").

B. IPN is a managed medical provider network which provides various administrative services, including credentialing, medical management and quality improvement services, and desires to provide those to Trilogy to assist Trilogy in fulfilling its obligations to DHS.

C. For purposes of this Agreement, the definitions set forth on Schedule 1 attached hereto and incorporated herein by this reference shall apply.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms and conditions hereinafter set forth, and for their mutual reliance, the parties hereto agree as follows:

1. **INDEPENDENT CONTRACTOR.** It is mutually agreed that each party is at all times acting and performing as an independent contractor of, and not as an employee or joint venturer of, the other party. 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 IPN nor any agent or representative of IPN 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. IPN shall have sole responsibility for the payment of all federal and state income taxes applicable to its services and the services of IPN and its agents and representatives. Neither Trilogy nor any agent or representative of Trilogy shall be deemed or construed to be an employee of IPN 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.

2. **IPN'S OBLIGATIONS.** IPN shall supervise and administer the day-to-day business operations for the administrative services as set forth on **Exhibit A**, IPN Administrative Services Responsibilities, attached hereto and incorporated herein by this reference ("**Administrative Services**"). IPN agrees that in performing or providing Administrative Services hereunder, it shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use; provided, however, such service standards shall be no less than that which are required by applicable Laws; as required by any Regulatory Authority, accreditation body (including NCQA, if applicable), or other Persons having jurisdiction or authority with respect to IPN; and any contractual obligations of Trilogy to any Person, including, but not limited to, any Regulatory Authority. IPN shall comply with **Exhibit C**, Medicaid Requirements, and **Exhibit D**, Business Associate Addendum, attached hereto and incorporated herein by this reference. Notwithstanding anything contained in this Agreement to the contrary, the parties acknowledge and agree that Trilogy shall retain the ultimate authority to manage its 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 its business, unless specifically delegated to IPN hereunder.

3. **TRILOGY'S OBLIGATIONS.**

3.1 **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.

3.2 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 IPN to the extent such information relates to any services that are performed by IPN on Trilogy's behalf.

3.3 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 IPN and other Trilogy subcontracted entities as described in the DHS Contract.

3.4 Eligibility, Changes, and Terminations. Trilogy agrees to cause Member eligibility data to be sent to IPN 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 IPN 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.

3.5 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.

3.6 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 IPN.

3.7 Medical Records. If medical records or any supporting documentation are required for any services provided by IPN 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, IPN 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.

3.8 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.

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

3.10 Plan Changes. If a change in administration of the Plan is necessary due to changes required by DHS, Trilogy may request that IPN 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 IPN to substantially change its clinical programs or ongoing utilization management or quality improvement procedures as reasonably determined by IPN, Trilogy shall reimburse IPN for the expense of such changes. If the change shall materially affect IPN's obligations or costs to provide Administrative Services hereunder, IPN 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.

3.11 Privacy Officer. Trilogy agrees to designate a privacy officer to oversee compliance with the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder. This individual may be an employee of Trilogy or a subcontracted individual operating under the authority of Trilogy.

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

4. **COMPENSATION.** Trilogy shall pay to IPN the compensation set forth on **Exhibit B** attached hereto and incorporated herein by this reference as a fee for the Administrative Services furnished by IPN to Trilogy.

5. **CONDUCT OF MEDICAL PRACTICE.** The Participating Providers (i) shall be in control of all clinical aspects of their business and solely and exclusively in control of the provision of Healthcare Services to Members, including, but not limited to, all medical training and medical supervision of licensed personnel, the diagnosis, treatment, and the ordering of prescription medicine and drugs, and the supervision and preparation of medical records and reports; and (ii) neither Trilogy nor IPN shall have or exercise any control or discretion over the methods by which Participating Providers render such Healthcare Services.

6. **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 extend 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. **TERMINATION.**

7.1 This Agreement may be terminated upon the occurrence of any of the following events:

7.1.1 **Mutual Agreement.** This Agreement may be terminated by the mutual written agreement of IPN and Trilogy.

7.1.2 **Breach.** Either party may terminate this Agreement at any time during its Initial Term or any Renewal Term for an Event of Default by the other party.

7.1.3 **Termination of DHS Contract.** This Agreement shall automatically terminate if the DHS Contract terminates.

7.2 **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.

7.3 **Records of Trilogy.** In the event of termination of this Agreement, all records kept by IPN that are the property of Trilogy, including authorization records, Member records, and Claim records, shall be returned to Trilogy, or sent to an authorized third party at Trilogy's request. IPN 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. IPN maintains a policy of record retention consistent with applicable Law.

7.4 **Continuing Duties of IPN.** 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, IPN 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, IPN shall cooperate in good faith with any other organization selected by Trilogy to succeed to IPN's responsibilities under this Agreement or with any insurer providing comparable benefits, and shall take all necessary steps reasonably requested by Trilogy to process open authorizations and/or finalize any other relevant administrative matters that are submitted to IPN prior to termination so as to provide for the orderly continuation of benefits and the orderly administration of the Plan.

7.5 **Continuing Duties of Trilogy.** In the event that the Centers for Medicare and Medicaid Services ("CMS") and/or DHS seeks in any way to recover from IPN 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 IPN from and against any and all Liabilities relating to such payment regardless of when such recovery action is commenced, except to the extent such recovery action arises from IPN's breach of this Agreement.

7.6 Run Out. Upon termination of this Agreement, Trilogy will provide notification to its providers and Members of the change in administration in good faith. Trilogy may request that IPN perform certain services during a run-out period. The run-out period will be twelve (12) months from the termination date. Responsibilities of IPN during the run-out period will consist of:

7.6.1 Authorizations, referrals, provider appeals and Claims reviews for dates of service up to and including the termination date.

7.6.2 Provider services related to utilization management services, provider appeals or Claims reviews referenced in Subsection 7.6.1.

7.6.3 IPN's aggregate compensation for covered services during the run-out will be equal to one and one-half (1.5) times IPN's fee in the final month before termination. IPN's compensation for services during the run-out period shall be paid as follows: An amount equal to one (1) times IPN'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 one-half of IPN'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 compensation will cover all of IPN's costs necessary in the run-out of the book of business.

7.7 Survival. In addition to the provisions which by their terms survive the termination of this Agreement, the provisions of Sections 7, 8, 10, 11, 14, 18, 21, 23 and 24 of this Agreement shall survive the termination of this Agreement.

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

8. CONFIDENTIALITY.

8.1 Agreement Confidential Information. Each party shall, and shall cause its Affiliates to, keep all information concerning this Agreement (collectively, "Agreement Confidential Information"), strictly confidential. Notwithstanding the foregoing, each party may disclose Agreement Confidential Information: (a) to its directors, employees, consultants, advisors, Affiliates, counsel, and accountants on an as-needed basis to the extent such Person agrees to keep such information confidential; and (b) as required by applicable Law and then only to the extent so required.

8.2 IPN. IPN 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, IPN shall limit access to Trilogy Confidential Information to IPN's employees and agents on an as needed basis in order that they may perform IPN's obligations under this Agreement. IPN shall not make any independent use of any Trilogy Confidential Information and shall promptly return to Trilogy all Trilogy Confidential Information upon termination of this Agreement and the end of any run-out period.

8.3 Trilogy. Trilogy and its employees and agents shall keep confidential, and shall not divulge to any other party, confidential information of IPN, including but not limited to, records and data and information relating to such matters as methods of operation, plans and strategies, information technology systems and operational requirements and information concerning personnel, contracted providers and suppliers (the "IPN Confidential Information" and, together with the Agreement Confidential Information and the Trilogy Confidential Information, "Confidential Information"). Trilogy shall limit access to IPN Confidential Information to Trilogy's employees and agents on an as needed basis. Trilogy shall not make any independent use of any IPN Confidential Information and shall promptly return to IPN all IPN Confidential Information upon termination of this Agreement and the end of any run-out period.

8.4 Exceptions. The term Confidential Information shall not include such portions of the Confidential Information as:

- (a) Are or become generally available to the public other than as a result of the disclosure by the receiving party; or
- (b) Was known by the receiving party prior to disclosure by the disclosing party; or
- (c) Become available to the receiving party on a non-confidential basis from a source other than the disclosing party (or agent thereof) which is not prohibited from disclosing such Confidential Information to the receiving party by a legal, contractual or fiduciary obligation to the disclosing party.

8.5 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 8, 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.

9. ASSIGNMENT AND DELEGATION. Neither party to this Agreement shall 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 IPN may assign this Agreement to an Affiliate of IPN. Other than as expressly provided by this Agreement, any attempted assignment, by operation of Law or otherwise, shall be void and unenforceable. This Agreement shall inure to the benefit of and shall bind the successors and permitted assigns of the parties hereto.

10. NO THIRD-PARTY BENEFICIARY. This Agreement is entered into by and between Trilogy and IPN for their benefit. Except as specifically provided herein, no other Person shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.

11. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to any conflict of laws principles.

12. ENTIRE AGREEMENT; AMENDMENT. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the parties hereto. This Agreement, including all exhibit hereto, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous oral and written understandings or agreements. All exhibits that are annexed or attached to this Agreement are expressly made a part of this Agreement as fully as though completely set forth herein and all references to this Agreement herein or in any of such exhibits shall be deemed to refer to and include all such exhibits.

13. HEADINGS. All headings contained in this Agreement are inserted as a matter of convenience and for ease of reference only and shall not be considered in the construction or interpretation of any provision of this Agreement.

14. NOTICES. All notices and other communications under this Agreement shall be in writing and shall be deemed given when: (a) delivered by hand; (b) transmitted by telecopier with automatic confirmation of transmission; (c) delivered by FedEx or other reputable receipted express delivery service, or registered or certified mail, return receipt requested, postage prepaid; or (d) an attempted delivery by one of the means described in the foregoing subparagraphs (a) through (c) is refused by the addressee, in each case to the parties at their respective addresses below.

If to IPN: Independent Physicians Network, Inc.
6767 West Greenfield Avenue, Suite 300
Milwaukee, Wisconsin 53214
Attention: CEO/Executive Director

If to Trilogy: Trilogy Health Insurance, Inc.

18000 West Sarah Lane, Suite 310
Brookfield, WI 53045
Attention: CEO/President

or at such other address, and to the attention of such other person, as either IPN or Trilogy may designate in writing from time to time.

15. **WAIVER OF BREACH.** No course of dealing between the parties, and no delay by either party in exercising any right, power or remedy, shall operate as a waiver or otherwise prejudice the exercise by the party of that right, power or remedy against the other party.

16. **COUNTERPARTS.** Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures to this Agreement which are distributed to the parties via facsimile or other electronic means (including PDF) shall have the same effect as if distributed in original form to all parties.

17. **SEVERABILITY.** Each provision hereof is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

18. **RESPONSIBILITY FOR OWN ACTS.** Each party shall be responsible for its own acts or omissions and any and all Liabilities which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such party, its employees, or representatives in the performance or omission of any act or responsibility of such party under this Agreement. This provision shall not be construed to limit IPN's or Trilogy's rights to common law indemnity.

In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. The provisions of this Section 18 shall survive the termination of this Agreement regardless of the reason giving rise to such termination.

19. **FORCE MAJEURE.** Notwithstanding anything in this Agreement to the contrary, a party shall be excused, discharged and released from performance under this Agreement to the extent such party's performance is limited, delayed or prevented in whole or in part for any reason whatsoever not reasonably within the control of such party, including but not limited to any acts of God, war, invasion, acts of foreign enemy, acts of terrorism, hostilities (whether war was declared or not) or by any Law; provided that, if a force majeure prevents IPN 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. The foregoing shall not be considered to be a waiver of any continuing obligations under this Agreement, and as soon as such conditions cease, the party affected thereby shall promptly fulfill its obligations under this Agreement.

20. **COMPLIANCE WITH LAWS.** Each party agrees to comply with all Laws and Orders relating to its obligations under this Agreement, and maintain in effect all Permits as necessary for its business operations.

21. **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.

22. **EXCLUSIVITY.** Except as otherwise provided in this Agreement or unless otherwise mutually agreed, from the Effective Date until the expiration or termination of this Agreement, Trilogy shall not contract, directly or indirectly, with any third party to provide services that are the same or substantially similar to the services that IPN provides to Trilogy under this Agreement.

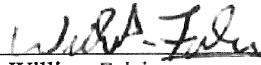
23. **NON-SOLICITATION; NON-INTERFERENCE.** During the term of this Agreement and one year after termination, neither party, nor its officers, directors, managers, employees or owners shall, without written consent of the other party, directly or indirectly: (i) encourage, advise or solicit any employee 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.

24. **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 21.

25. **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.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

Trilogy:
Trilogy Health Insurance, Inc.

By: 
William Felsing
CEO/President

Date: 11/18/13

IPN:
Independent Physicians Network, Inc.

By: 
Ajit Parekh, M.D.
Board President

Date: Nov. 18th, 2013

EXHIBIT A
IPN ADMINISTRATIVE SERVICES RESPONSIBILITIES

1. Management Information System.

1.1 Systems. IPN shall utilize the management information system maintained by Trilogy, including, but not limited to, all hardware, software, and other related ancillary items (the "**Information Systems**") reasonably necessary to provide the Administrative Services; provided, however, all such Information Systems shall be owned solely by Trilogy and IPN shall not have any title or interest in the same. Trilogy will work collaboratively with IPN to develop standard operating reports to track all aspects of the Administrative Services performed by IPN. Trilogy will also maintain a process to develop and run timely ad hoc reports as needed/identified by IPN.

1.2 Ownership and Use of Data and Database Retention. All data collected, stored, processed, or transmitted in whatever form, whether electronic, magnetic, paper, or otherwise, by IPN in performance of the Administrative Services under this Agreement is confidential and proprietary to Trilogy and shall not without the prior written consent of Trilogy be transferred, disclosed, sold, appropriated, reproduced, copied or used by IPN. Upon any termination of this Agreement, IPN and Trilogy shall reasonably cooperate with each other to effect an orderly transition of copies of all records and data to the extent related to Trilogy, as directed by Trilogy and/or DHS. The data shall be in a format reasonably acceptable to Trilogy with all data elements and documentation of said elements and with reasonably detailed documentation such that Trilogy may retrieve and interpret the data therein.

2. Administrative Services. IPN shall be responsible for the following Administrative Services under this Exhibit:

2.1 Provider Relations Services:

- a. All IPN Provider contracting, including development and maintenance of the Participating Providers for all professional services. Specific services include negotiations within mutually agreed upon parameters, contract preparation and execution, contract file maintenance and record keeping, ascertaining network adequacy in collaboration with Trilogy, and provision of contract documentation as requested by Trilogy, credentialing organizations and federal and state regulators.
- b. Provider customer service for Participating Providers for phone, facsimile, in-person and email inquiries, Monday through Friday, 8:00 A.M. to 5:00 P.M. local time.
- c. Liaison with Participating Providers to educate Participating Providers on Trilogy's programs and operational processes and to facilitate utilization management, care coordination, DHS required audits, and other services provided by or required for Trilogy.

2.2 Referral and Authorization Services:

- a. Participation in, and support to, the development of referral and authorization protocols and processes that meet the timelines established by DHS. Entering of all such protocols into referral/authorization system as required.
- b. Provision of information and training to provider network on referral and authorization processes and protocols.
- c. Processing of eligibility and benefit inquiries, referrals, authorizations, denials, and consultations for provider network on a daily basis, Monday through Friday, 8:00 A.M. to 5:00 P.M. Trilogy system and/or staff (or other designee) will automatically send referral/authorization decisions to providers. Facilitation and support of after hours authorizations.

- d. Maintenance of referral and authorization records; and provision of information to Trilogy upon request.

2.3 Credentialing Services:

- a. **Establishment of Credentialing Program.** IPN agrees to establish and maintain a Credentialing program (the "Credentialing Program") to ensure that all Participating Providers meet all of the Credentialing criteria. IPN shall conduct the Credentialing of Participating Providers, subject to Trilogy's review of the Credentialing Program and the provisions of this Agreement. As part of the Credentialing Program, IPN shall perform all original Credentialing and re-Credentialing of Participating Providers on behalf of Trilogy in accordance with standards and timeframes established by NCQA, DHS and Trilogy, as amended from time to time.
- b. **Credentialing Committee.** IPN shall establish and maintain a panel, consistent with NCQA standards ("Credentialing Committee"), to:
 - 1) Render peer review and ensure all providers presented for Credentialing for participation in Trilogy's network meet the Credentialing Program requirements;
 - 2) Meet frequently enough for Participating Providers to be Credentialed in a timely fashion and not less than on a monthly basis;
 - 3) Provide meaningful advice that is considered before Credentialing decisions are made.
- c. **Credentialing Standards.** IPN shall provide Trilogy with full access to and, upon request, copies of the Credentialing files maintained by IPN with respect to provider applicants and Participating Providers. Credentialing and re-Credentialing files shall contain all elements as required by NCQA.
- d. **Pre-Delegation Audit.** Trilogy shall conduct an audit of the Credentialing Program, including IPN's capabilities, policies and procedures, and other documents related to the Credentialing Program prior to Trilogy approving delegation of Credentialing to IPN. IPN shall fully cooperate with Trilogy in such audit and Trilogy shall have the right to approve any changes to the Credentialing Program and the Credentialing Committee structure.
- e. **Routine Audit.** IPN agrees to permit Trilogy access to all of its applicable Credentialing records, reports, files and Credentialing Committee minutes, or written summary of such minutes, to facilitate auditing of IPN's Credentialing process. IPN will allow Trilogy to conduct an annual audit in order to determine compliance with NCQA, and DHS and Trilogy standards. A report will be generated by Trilogy and submitted to Trilogy's Board of Directors for review and recommendations on not less than an annual basis. Audit results will be communicated to IPN in writing, including recommendations, if any, made by Trilogy's Board of Directors. IPN shall cooperate in reasonable corrective action plans resulting from the findings of any such audits under a timetable determined by Trilogy in consultation with IPN.
- f. **Submission of Information.** IPN shall provide Trilogy by the 15th of each month a monthly report detailing all Credentialing activity for the prior month. Such report shall include, at a minimum, a listing all newly Credentialed, re-Credentialed, and suspended or terminated Participating Providers, as well as other information reasonably requested by Trilogy and information required by applicable Laws or any Regulatory Authority.

- g. **National Practitioner Data Bank and Similar Entities.** Trilogy shall require all Participating Providers to acknowledge Trilogy's obligation and right to report to and access the National Practitioner Data Bank ("**Data Bank**") as it relates to all Participating Providers and/or require Participating Providers to obtain reports from the Data Bank. IPN shall, no less than on a monthly basis, review the Office of Inspector General List of Excluded Individuals and Entities and the General Services Administration Excluded Party List System for adverse information on Participating Providers in the network.
- h. **Changes to Credentialing Program.** IPN agrees that the Credentialing Program will be maintained in the form disclosed to Trilogy and that Trilogy will be notified in writing no less than thirty (30) working days prior to any material proposed changes to the Credentialing Program. No such changes shall become effective without the prior written consent of Trilogy.
- i. **Cooperation With Regulatory Authorities.** IPN shall provide access to, and cooperate with any accreditation organization or any other Regulatory Authority in connection with any external investigation and/or assessment of the Credentialing Program by such Regulatory Authority.
- j. **Designation of Credentialing Representative and Access to Committee Meetings.** IPN agrees to designate a Credentialing representative who shall meet on a regular basis with Trilogy's designee to discuss the status of the Credentialing Program as well as any changes or modifications thereto.
- k. **Trilogy as Final Decision Maker.** Subject to the terms of this Agreement, IPN agrees that Trilogy retains the right to make the final decision to grant or deny participation to a provider to furnish medical or other health care to Members and to approve new provider sites, as well as to reduce, suspend, or terminate a Participating Provider's contract or subcontract with respect to Members.
- l. **Records.** IPN shall retain all data, information, records and documentation related to its performance of Credentialing or re-Credentialing under this Agreement for the longer of ten (10) years following the date of service or the period required by applicable Law. This record retention provision shall survive the termination of this Agreement regardless of the cause giving rise to the termination. IPN agrees that IPN is performing Credentialing and re-Credentialing services hereunder on behalf of Trilogy in accordance with the terms herein, and that information gathered or developed by IPN that is confidential or proprietary to Trilogy is the exclusive property of Trilogy.
- m. **Limitations on IPN.** IPN represents and warrants that neither IPN nor any of IPN's employees or agents who is or will be fully or partially responsible for IPN's performance of its obligations under this Agreement has (i) pled guilty or no contest to or been convicted of any felony involving dishonesty or breach of trust; (ii) been excluded from participation in any federal or state funded health program; or (iii) been listed in the Data Bank or the Healthcare Integrity and Protection Data Bank ("**HIPDB**"). If IPN or any of IPN's employees or agents is listed in either the Data Bank or HIPDB after the Effective Date, Trilogy shall have the right, in its sole discretion and judgment, to disqualify the listed person(s) from providing any part of the services under this Agreement.
- n. **Confidentiality.** IPN agrees that confidentiality of Member medical records and non-public provider Credentialing information must be safeguarded. IPN agrees to ensure that any information related to a Member or providers is to be kept strictly confidential in accordance with all Laws and shall not be released to any third party except as set forth herein. This provision shall survive the

termination of this Agreement, regardless of the cause giving rise to the termination.

2.4 Care Coordination Services:

- a. Perform utilization review in accordance with applicable Laws and DHS requirements, including obtaining and maintaining any required Permit necessary to perform utilization review, concerning utilization review agents and forward utilization decisions made to Trilogy on at least a monthly basis.
- b. Maintain a Medical Services Committee which shall be responsible for compiling outcome data and reviewing the results of implementation of Trilogy's Utilization Management ("UM") program.
- c. Maintain Trilogy's UM program descriptions, annual program plan, policies and procedures, and other reports and documentation necessary to conduct the UM program.
- d. Ensure Trilogy access to all applicable files to audit compliance with authorization and UM standards.
- e. Collaboratively work with Trilogy to maintain and track daily utilization statistics on inpatient stays.
- f. Collaboratively work with Trilogy to track and trend readmission rates by Member and provider.
- g. Interact with the Hospitalists/Primary Care Physicians ("PCPs")/Discharge planners on current inpatient caseload for purposes of case management and discharge planning.
- h. Round (telephonically or in-person as appropriate) with the Hospitalists/PCPs/Discharge Planners at participating hospitals as appropriate.
- i. Annually perform and maintain evidence of inter-rater reliability studies for clinical staff, including physician reviewers.
- j. Complete health risk assessments and reassessments on Trilogy enrollees as required by DHS.
- k. Interact with the Participating Providers regularly regarding performance in relation to targets and opportunities for improvement.
- l. Collaboratively work with Trilogy to evaluate and monitor under/over-utilization of services.
- m. Collaboratively work with Trilogy to track and trend denial rates.
- n. Monitor and comply with applicable denial timelines.
- o. Develop and implement a case management program that will identify, track and manage Members with specific health care needs or requirements. This will include, but not be limited to, Members who are high-utilizers of medical services, non-compliant Members, and Members with frequent or repeated hospital admissions.
- p. Develop multi-disciplinary care case management plans in collaboration with the Member's PCP.

2.5 Disease Management Services:

The disease management program will be implemented to direct and provide care to individuals with a given disease or set of symptoms by establishing treatment protocols to ensure that the care required to treat the disease is provided effectively and efficiently. The program will include to a minimum the following elements and processes:

- a. A process to extrapolate the results of the health risk assessment and utilize the information in determining Member risk score and subsequent interventions.
- b. A program and procedures to evaluate Member clinical status addressing the Member specific health care needs.
- c. The following diseases will be targeted for clinical intervention utilizing defined performance metrics (HEDIS and/or Medicaid):
 - 1) Diabetes Mellitus;
 - 2) Congestive Heart Failure;
 - 3) Coronary Artery Disease; and
 - 4) Chronic Obstructive Pulmonary Disease.
 - 5) Asthma
 - 6) High risk Obstetrical

(The parties shall review these disease categories on an annual basis; and may, by mutual agreement, modify them.)
- d. Member compliance with guidelines will be systematically monitored and appropriate intervention initiated.
- e. Overall Member compliance will be tracked, trended and reported.
- f. Implement interventions where necessary to ensure compliance to recommended clinical guidelines for each disease state and risk stratification.

2.6 Quality Improvement Services:

- a. **Establishment of Quality Improvement Program.** IPN agrees to establish and maintain a quality improvement program (the "QI Program") for Trilogy which meets all DHS requirements. The QI Program will be evaluated and updated annually.
- b. **Quality Improvement Committee.** IPN shall establish and maintain a quality improvement committee, consistent with DHS requirements standards ("QI Committee"). The QI Committee will include Trilogy staff, IPN staff, IPN physicians and delegates from other Trilogy subcontractors. The QI Committee will be chaired by the IPN Medical Director. The QI Committee will:
 1. Approve and monitor all quality improvement activities, quality and service goals;
 2. Monitor activities of all Trilogy subcontractors;
 3. Review state audit reports and corrective action plans;
 4. Approve and review the annual QI Program and workplan;

5. Oversee complaints and grievances, satisfaction surveys, quality indicators, peer review and Credentialing.

2.7 Medical Director Services. IPN shall have a Medical Director who provides oversight of the UM and QI Programs and:

- a. is licensed to practice medicine as required by the State of Wisconsin and Board-certified in appropriate specialty;
- b. maintains an active medical practice;
- c. has a defined scope of responsibilities and is fully capable and qualified, in accordance with good medical practice, to provide the necessary administrative services for IPN and Trilogy;
- d. is properly Credentialed by Trilogy, if applicable; and
- e. otherwise meets the requirements as defined in the DHS Contract.

2.8 Claims Review. IPN shall review and, if appropriate, reprice each Claim via an online Claims review system provided to IPN by Trilogy. During the review process, IPN agrees to use its best efforts to apply industry standards customary in CPT coding and medical claims billing. IPN will complete its review of all Clean Claims within two business days of receipt.

2.9 Claims Appeals Review. IPN will research, review and provide Trilogy with written notification of a decision on all provider Claims appeals. IPN shall turn Clean Claims appeals around in five business days of receipt of all information needed to conduct the appeal.

2.10 After Hours Calls. IPN will provide 24 hour telephone coverage for Trilogy Members or individuals acting on behalf of Trilogy Members to assist them in determining if emergency services are needed or to obtain authorization for urgent care. IPN will respond to all calls within thirty (30) minutes.

3. General.

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

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

3.3 Employ Staff. IPN agrees to hire, subcontract, appoint, and supervise all personnel at IPN necessary to carry out the responsibilities of this Agreement, in the reasonable judgment of IPN. All such personnel shall be appropriately trained and qualified to perform such responsibilities and shall obtain and maintain any necessary Permits.

3.4 Licensure. IPN 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.

3.5 Notification of Impending Action. IPN agrees to notify and advise Trilogy of any pending, threatened, contemplated or possible Order, litigation, claim or assessment relating to Trilogy's 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 its business or Trilogy and shall assume all Liabilities related to such actions. IPN 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.

3.6 Record Retention. All records, books and files established and maintained by IPN by reason of its performance of services under this Agreement shall be deemed the property of Trilogy and shall be maintained by IPN 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 IPN upon termination of this Agreement at no cost to Trilogy. IPN shall maintain a policy of record retention consistent with applicable Law.

**EXHIBIT B
COMPENSATION**

In exchange for IPN's willingness to assume the administrative responsibilities outlined in Exhibit A of this Agreement, Trilogy agrees to pay IPN a \$ [REDACTED] Per Member Per Month (PMPM) fee for members participating under products identified as Supplemental Security Income (SSI) or BadgerCare Plus (non-Childless Adults) members. Trilogy also agrees to pay IPN a \$ [REDACTED] PMPM fee for all Childless Adult members participating under products identified as "BadgerCare Plus.

Trilogy and IPN agree that the PMPM fee for SSI members will be reviewed and potentially modified within [REDACTED] [REDACTED] days after the date in which Trilogy's SSI membership becomes more than [REDACTED]% of its overall Medicaid membership.

Trilogy and IPN agree that the PMPM fees outlined above are for January through December, 2014. [REDACTED] [REDACTED] days prior to each January 1st, Trilogy and IPN will begin discussions on the PMPM fees for the following year. If an agreement is not reached on the new rates prior to January 1st of the following year, Trilogy will continue to pay IPN the then current PMPM rates through such time that new rates are agreed upon.

This PMPM fee shall be paid not later than the [REDACTED] of the month. If money is not paid at the time it is due, an interest rate of [REDACTED]% will be added for each month payment is late.

EXHIBIT C
WISCONSIN MEDICAID/BADGERCARE PROGRAM REQUIREMENTS

As part of IPN's obligations under this Agreement, IPN shall comply, and shall contractually require its vendors and subcontractors to comply, with the requirements set forth in this **Exhibit C** with respect to the provision of Administrative Services under this Agreement.

Section 1.1 Warranty. IPN warrants that all IPN Providers are properly certified to participate as a physician and/or health care provider under Titles XVIII and XIX of the Social Security Act.

Section 1.2 Trilogy's Contract with Wisconsin Department of Health Services. Independent Physicians Network, Inc. (referred to in the Exhibit as "Subcontractor") agrees to abide by all applicable provisions of Trilogy's contract with the Wisconsin Department of Health Services hereinafter referred to as the BadgerCare Plus and/or Medicaid SSI HMO Contract. Subcontractor's compliance with the BadgerCare Plus and/or Medicaid SSI HMO Contract includes but is not limited to the requirements specified below.

1. Subcontractor uses only Medicaid certified providers in accordance with the BadgerCare Plus and/or Medicaid SSI HMO Contract which states that, except in emergency situations, only providers who have been certified by the Medicaid program for services or items covered by Wisconsin Medicaid may be utilized. The Wis. Adm. Code, Ch. HFS 105, contains information regarding provider certification requirements. Every Medicaid HMO must require every physician providing services to enrollees to have a unique physician identifier, as specified in Section 1173 (b) of the Social Security Act.
2. No terms of the Agreement (subcontract) are valid which terminate legal liability of Trilogy in accordance with the Medicaid Contract.
3. Subcontractor agrees to actively participate in and contribute required data to Trilogy's Quality Assessment/Performance Improvement programs as required in the BadgerCare Plus and/or Medicaid SSI HMO Contract. Specific data or reporting requirements, if they exist, will appear in other Exhibits of the BadgerCare Plus and/or Medicaid SSI HMO Contract. If none are specified, examples may include: an annual site visit or desk audit of delegated responsibilities; review of grievances filed relating to the Subcontractor; or participation in a health promotion or disease management initiative conducted by Trilogy.
4. Subcontractor agrees to abide by the terms of the Badger Care Plus and/or Medicaid SSI HMO Contract for the timely provision of emergency and urgent care. Where applicable, Subcontractor agrees to follow those procedures for handling urgent and emergency care cases stipulated in any required hospital/emergency room MOUs signed by Trilogy in accordance with the BadgerCare Plus and/or Medicaid SSI HMO Contract.
5. Subcontractor agrees to submit HMO encounter data to Trilogy in the format specified by Trilogy, so Trilogy can meet the Department specifications required by the BadgerCare Plus and/or Medicaid SSI HMO Contract. Trilogy will evaluate the credibility of data obtained from subcontracted vendors' external databases to ensure that any patient-reported information has been adequately verified.
6. Subcontractor agrees to comply with all non-discrimination requirements as specified in the BadgerCare Plus and/or Medicaid SSI HMO Contract, which state, in the provision of services under this contract, that the Subcontractor shall comply with all applicable federal and state statutes and rules and regulations that are in effect when the contract is signed, or that come into effect during the term of the contract. This includes, but is not limited to Title XIX of the Social Security Act and Title 42 of the CFR.
7. Subcontractor agrees to comply with all record retention requirements and, where applicable, the special Medicaid compliance requirements on abortions, sterilizations, hysterectomies, and HealthCheck reporting requirements.

8. Subcontractor agrees to provide representatives of Trilogy, as well as duly authorized agents or representatives of the Department of Health Services and the Federal Department of Health and Human Services, access to its premises and its contracts and/or medical records, billing, including contractual rates agreed upon between Trilogy and the Subcontractor, and administrative records. Subcontractor agrees otherwise to preserve the full confidentiality of medical records in accordance with this Contract.
9. Subcontractor agrees to the requirements for maintenance and transfer of medical records stipulated in the BadgerCare Plus and/or Medicaid SSI HMO Contract. These stipulations include but are not limited to: maintaining patient confidentiality, organization and completeness, tracking and important aspects of documentation such as accuracy, legibility, and safeguards against loss, destruction, or unauthorized use of medical records. Members must be able to review and obtain copies of medical records and information that pertains to them.
10. Subcontractor agrees to ensure confidentiality of family planning services in accordance with the BadgerCare Plus and/or Medicaid SSI HMO Contract.
11. Subcontractor agrees not to create barriers to access of care by imposing requirements on recipients that are inconsistent with the provisions of medically necessary and covered BadgerCare Plus and/or SSI benefits (e.g., COB recovery procedures that delay or prevent care.)
12. Subcontractor agrees to clearly specify referral approval requirements to its providers and to any subcontractors. Such information is contained in the Trilogy Provider Procedure Manual.
13. Subcontractor agrees not to bill BadgerCare Plus and/or Medicaid SSI members for medically necessary services covered under the BadgerCare Plus and/or Medicaid SSI HMO Contract and provided during the enrollee's period of HMO enrollment. Subcontractor also agrees to not bill members for any missed appointments while the members are eligible under the BadgerCare Plus-Standard Plan and/or Medicaid SSI Programs. This provision will remain in effect even if Trilogy becomes insolvent. However, BadgerCare Plus-Benchmark and Core Plan members can be billed for missed appointments, also if a member agrees in writing to pay for a non-Medicaid covered service, then Trilogy, providers, or Trilogy subcontractor can bill.
14. Subcontractor must forward to Trilogy medical records pursuant to grievances within 15 business days of Trilogy's request. If the Subcontractor does not meet the 15 business day requirement, the Subcontractor must explain why and indicate when the medical records will be provided.
15. Subcontractor agrees to abide by the terms of the BadgerCare Plus and/or Medicaid SSI HMO Contract regarding appeals to Trilogy and to the Department for Trilogy's non-payment for services providers render to members as defined in the Provider Procedure Manual.
16. Subcontractor agrees to abide by Trilogy marketing/informing requirements which state that the Subcontractor will forward to Trilogy for prior approval all flyers, brochures, letters and pamphlets the Subcontractor intends to distribute to its members concerning its HMO affiliation(s), or changes in affiliation, or relating directly to the BadgerCare Plus and/or Medicaid SSI population. Subcontractor will not distribute any "marketing" or member informing materials without the consent of Trilogy and the Department of Health Services.
17. Subcontractor agrees to abide by Trilogy's restraint policy as defined in the Provider Procedure Manual. Members have the right to be free from any form of restraint or seclusion used as a means of force, control, ease or reprisal.
18. Subcontractor agrees to abide by Trilogy's policies on cultural competency which state that the Subcontractor agrees to address the special health needs of members who are low income or members of specific population groups needing specific culturally competent services. Subcontractor must incorporate in its policies, administration, and service practice such as:
1) Recognizing members' beliefs, 2) Addressing cultural differences in a competent manner, and

3) Fostering in its staff and providers behaviors that effectively address interpersonal communication styles that respect members' cultural backgrounds.

19. Subcontractor agrees to abide by Trilogy policies and procedures as defined in the Trilogy Provider Manual in addition to any policies and procedures it may be subject to under its own hospital system, employment agreements or other contractual agreements between the provider and its governing body.

EXHIBIT D
BUSINESS ASSOCIATE ADDENDUM

This Business Associate Agreement ("Agreement"), effective January 1, 2014 is made between Trilogy Health Insurance, Inc. ("Covered Entity") and Independent Physicians Network, Inc. ("Independent Physicians Network" 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, Independent Physicians Network and Covered Entity have entered into one or more than one agreement under which Independent Physicians Network 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, Independent Physicians Network 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, Independent Physicians Network, 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 Independent Physicians Network 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 Independent Physicians Network:

Attention: CEO/Executive Director
Independent Physicians Network, Inc.
6767 W. Greenfield Avenue, Suite 300
Milwaukee, WI 53214

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: William Felsing

Name: William Felsing

Title: CEO/President

Date: 11/18/13

Independent Physicians Network, Inc.

By: Ajit Parekh

Name: Ajit Parekh, M.D.

Title: Board President

Date: Nov 18th, 2013

SCHEDULE 1

Definitions

1. **DEFINITIONS.** For purposes of this Agreement, the following definitions shall apply:

1.1 **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.

1.2 **BadgerCare Plus** means one of the Wisconsin Medical Assistance Programs operated by DHS under Title XIX of the Federal Social Security Act, and Chapter 49, Wis. Stats.

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

1.4 **Clean Claim** means a Claim 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.

1.5 **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.

1.6 **Credentialing** means the systematic process of administering Trilogy's credentialing/re-credentialing program in accordance with accepted industry standards and specifications in the DHS Contract.

1.7 **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:

1.7.1 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.

1.7.2 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.

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

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

1.10 IPN PROVIDER means a health care provider, duly licensed and qualified to provide healthcare services under the laws of the jurisdiction in which covered services are provided, who has an agreement in effect with IPN.

1.11 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.

1.12 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.

1.13 Member means all eligible Medicaid recipients covered under the DHS Contract.

1.14 MOU means Memorandum of Understanding with providers as required under the DHS Contract.

1.15 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.

1.16 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.

1.17 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.

1.18 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.

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

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

Network Agreement between Trilogy and IPN

The following agreement and amendments are incorporated herein by reference.

- E4.** Network Agreement between Trilogy and IPN, 2/1/2013
- Amendment to Network Agreement, 1/1/2016
- Amendment to Network Agreement, 1/1/2016

[Attached as Exhibit E4 to this OCI Form A]