

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (this "Agreement") is entered into as of October 11, 2013 (the "Effective Date") by and between Advent Advisory Group LLC ("Company"), a limited liability company with a business address of 19-21 23rd Terrace, Astoria, New York 11105, and Care Wisconsin First, Inc. ("Client") an organization having its principal place of business at 2802 International Lane, Madison, WI 53704 (each individually, a "Party"; collectively, the "Parties").

RECITALS

A. Company engages in consulting, technical assistance and auditing services for various entities in the health care field including, but not limited to, health services organizations, managed care and preferred provider organizations, wellness and disease management organizations, physician organizations, government agencies and states.

B. Client desires to obtain auditing services from Company on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Client and Company agree as follows:

1. **Retention of Company; Services to be Performed.** Company is hereby retained by Client for the term of this Agreement to perform auditing services, from time to time, at the rates and at such locations as more particularly described in each Statement of Work entered into from time to time by and between Client and Company, in substantially the same form attached hereto as Schedule A and Schedule B (hereunder referred to as the "Services").

2. **Compensation for Services.** For Company's Services hereunder, Company shall be entitled to compensation as set forth in each respective Statement of Work. Client shall pay invoices within [REDACTED] of receipt of any such invoice and, in the event that any invoice is not paid within [REDACTED] days of the invoice date, Client shall pay Company all costs and reasonable attorney's fees incurred by Company to collect such past due amount. Any past due invoice shall be subject to interest at a rate equal to the lesser of one and one-half (1 1/2%) percent per month or the maximum legal rate allowable by law beginning on the invoice date and continuing until the date of payment.

3. **Term and Termination.**

a. **Term.** This Agreement shall commence on the Effective Date and continue until the earlier of (i) completion of all Services, or (ii) termination pursuant to the provisions below (the "Term").

b. **Termination by Client.** Client shall have the right to terminate this Agreement under the following circumstances: (i) for any reason upon sixty (60) days' prior written notice to Company; and (ii) at any time if Company fails to perform any material term of this Agreement and such non-performance is not cured within thirty (30) days of receipt by Company of written notice from Client of such failure of performance by Company.

c. **Termination by Company.** Company shall have the right to terminate this Agreement under the following circumstances: (i) for any reason upon sixty (60) days' prior written notice to Client; and (ii) at any time if Client fails to perform any material term of this Agreement and such non-performance is not cured within thirty (30) days of receipt by Client of written notice from Company of such failure of performance by Client.

d. **Rights and Obligations Upon Termination.** Paragraphs 2, 3(e), 4, 5, 6, 7, 8, 9, 10 and 11 shall survive the expiration or earlier termination of this Agreement.

e. **Payment of Monies Due.** Within thirty (30) days of any termination of this Agreement, Client shall pay Company for all services provided by Company pursuant to this Agreement prior to the date of said termination. In the event that Company is not paid for all services within said thirty day period, Client shall pay Company all costs and reasonable attorney's fees incurred by Company to collect such past due amount, and such past due fees shall be subject to interest at a rate equal to the lesser of one and one-half (1 1/2%) percent per month or the maximum legal rate allowable by law beginning on the invoice date and continuing until the date of payment.

4. **Confidential Proprietary Information.** The Parties recognize that during the course of contract performance they may acquire or have access to confidential business information or trade secrets of the other Party. This confidential business information and/or trade secrets includes, but is not limited to, Company's proprietary tools used in the course of the audit, except the Final Audit Report, and all attachments which may require submission to an external entity to comply with Client's audit requirements. Each Party agrees to keep all such confidential information and/or trade secrets in a secure place and further agrees not to publish, communicate, divulge, use or disclose, directly or indirectly, for its own benefit or for the benefit of another, either during or after contract performance, any such confidential business information or trade secrets. The foregoing obligation of confidentiality, however, shall not apply to any knowledge or information which is now part of the public domain, which subsequently becomes generally publicly known other than as a direct or indirect result of the breach of this Agreement, which was known to either Party prior to disclosure by the other, which is obtained from a third Party having the right to make such disclosure, or which must be disclosed as required by law, provided the disclosing party is given reasonable advance notice and an opportunity to seek a protective order.

5. **Confidential Medical Information and Privacy.** Both Parties, their officers, agents, subcontractors, and employees shall abide by all applicable laws and regulations regarding confidentiality of individually identifiable health information, including the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA). The Parties acknowledge that medical record documentation and related health information obtained or transmitted under this Agreement is Personal Health Information (PHI) within the meaning of HIPAA and its implementing regulations. Company shall not release PHI, except (i) upon prior written authorization from Client, or (ii) as otherwise required by law, rule or regulation. Parties will sign the Business Associate Agreement attached hereto as Schedule C.

6. **Indemnification.** Except to the extent caused by the negligence or willful misconduct of the Party seeking indemnification, each Party (the "Indemnifying Party") will defend, indemnify and hold harmless the other Party (the "Indemnified Party") against any and all third party losses, claims, damages or liabilities (including, without limitation, reasonable attorneys' fees and legal costs) which arise out of or are caused by the negligence or willful misconduct of the Indemnifying Party to this Agreement. The Indemnified Party will, within thirty (30) days of the receipt of any such claim, notify the Indemnifying Party in writing of such claim or cause of action relating to such possible loss, claim, damage or liability, and the Indemnifying Party will assume the defense of any such suit or threatened suit. Notwithstanding the foregoing, Company's liability under this Paragraph 6 shall not exceed the amount of fees collected by Company pursuant to this Agreement for the twelve (12) months immediately preceding any such claim.

7. **Non-Exclusivity.** During the term of this Agreement, Client may engage the services of any other individual or company that competes with Company or offers services similar to those offered by Company, and Company may provide services to any other individual or company so long as there is no breach of mutual confidentiality commitments by either Party as specified in this Agreement.

8. **Status of Company.** Company represents and warrants that it is engaged in the business of consulting, technical assistance and auditing services for various entities in the health care field. Company enters into this Agreement as, and will remain throughout the term of this Agreement, an independent contractor and not an employee, affiliate, partner, joint venturer, or representative of Client, and nothing contained in this Agreement shall be construed to constitute Company as an employee, joint-venturer, partner or agent of Client, it being intended that Company is an independent contractor responsible for its own actions. Company shall determine its own hours and schedule and place of performance of services under this Agreement. Company shall be responsible for compensation of its own employees, as determined by the laws of the State of New York, in which state Company's principal place of business is located. Company will determine the method, details, schedule, location and means of performing the services required hereunder. Company shall hire, supervise, and pay its own assistants and/or employees. Company shall, when performing the services required hereunder, furnish and use its own tools, materials and equipment, to the extent necessary. Company is not the agent of Client and is not authorized to make any representation, contract or commitment on behalf of Client.

Company will not be entitled to any of the benefits which Client may make available to its employees, such as group insurance, profit-sharing or retirement benefits.

9. **Limitation on Liability.** In no event shall either party hereto be liable for or required to indemnify the other party for any incidental, consequential, exemplary, special, or punitive damages, including lost profits, regardless how characterized and even if such party has been advised of the possibility of such damages, which arise from the performance of this Agreement or in connection with this Agreement, and regardless of the form of action (whether in strict liability or otherwise).

10. **Notice.** All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given (a) if by personal delivery, when so delivered, (b) if mailed, four (4) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth below, (c) if given by facsimile, once such notice is transmitted to the facsimile number specified below and the appropriate answer back or telephonic confirmation is received, provided that such notice or other communication is promptly thereafter mailed in accordance with the provisions of clause (b) above, or (d) if sent through an overnight delivery service in circumstances to which such service guarantees next day delivery, the day following being so sent:

To Client at:

Care Wisconsin First, Inc.
2802 International Lane
P.O. Box 14017
Madison, WI 53708-0017
Attention: [REDACTED]
Phone: [REDACTED]
Facsimile: (608) 245-3093

To Company at:

Advent Advisory Group LLC
19-21 23rd Terrace
Astoria, NY 11105
Attention: [REDACTED]
Phone: [REDACTED]
Facsimile: (877) 224-8085

Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

11. **Miscellaneous.**

a. **Assignment.** This Agreement is not assignable by either Party without the prior written consent of the other Party.

b. Entire Understanding; Binding Agreement. This Agreement constitutes the final and complete agreement between Company and Client with respect to the subject matter hereof, superseding any previous oral or written communication, representation, understanding or agreement with Client or any officer or representative of Client. No modification of this Agreement shall be valid unless made in writing and signed by the Parties hereto and dated subsequent to the date hereof.

c. Severability. If any provision of the Agreement is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. Such invalid or unenforceable provision shall be deemed modified to the extent necessary to render it valid and enforceable, and if no modification shall render it valid and enforceable, the Agreement shall be construed as if not containing such provision and the rights and obligations of the Parties shall be construed and enforced accordingly.

d. Applicable Law. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Wisconsin (without reference to choice or conflict of laws). In respect of any dispute between the parties regarding the subject matter hereof, the parties hereby irrevocably consent and submit to the jurisdiction in the courts of Wisconsin, County of Dane, including the United States courts located in and for the Western District of Wisconsin, and to all proceedings in such courts. The parties hereby agree that such courts shall be the venue and exclusive and proper forum in which to adjudicate any case or controversy arising either, directly or indirectly, under or in connection with this Agreement and that they will not contest or challenge the jurisdiction or venue of these courts.

e. No Waiver. No waiver by the Parties, whether express or implied, of any provision of this Agreement or of any breach or default shall constitute a continuing waiver of such provision or a waiver of any other provision of this Agreement.

f. Duly Authorized Officer. This Agreement shall be executed by an officer of each of Company and Client, both duly authorized by their respective companies to enter into this Agreement.

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IN WITNESS WHEREOF, Company and Client have executed this Agreement as of the Effective Date.

Care Wisconsin First, Inc. (Client)




Name: Susan Crowley

Title: Vice President, Regulatory Affairs

Dated: 10/17/2013

Advent Advisory Group LLC (Company)

By 

Name: Jean Vertefeuille

Title: Vice President

Dated: 10/17/2013

AMENDMENT TO THE MASTER SERVICES AGREEMENT

This **AMENDMENT 2 TO THE MASTER SERVICES AGREEMENT** (this "Amendment") shall modify, delete from, add to and replace by substitution certain specified sections of that certain Master Services Agreement (the "MSA") dated as of October, 11, 2013 entered into by and between Advent Advisory Group LLC and Care Wisconsin First, Inc. Except as expressly amended hereby or specifically waived herein, all of the terms and provisions of the MSA are and shall remain in full force and effect and are hereby ratified and confirmed. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the MSA.

The MSA is amended as follows:

In Schedule A Statement of Work

1. In section **Scope of Work**,
 - (a) deleting the table after the first paragraph in its entirety and replacing it with the following:

HEDIS 2016 Scope of Work

■ HEDIS Data Submissions: ■ Medicare, ■ Special Needs Plans; ■ Medicaid

HEDIS 2017 Scope of Work

■ HEDIS Data Submissions: ■ Medicare, ■ Special Needs Plans; ■ Medicaid

HEDIS 2018 Scope of Work

■ HEDIS Data Submissions: ■ Medicare, ■ Special Needs Plans; ■ Medicaid

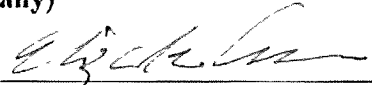
2. Deleting the first sentence of the first paragraph and replacing it with the following:
 - (a) "Client agrees to pay Company [REDACTED] for Years 1 and 2 of this Agreement, and [REDACTED] for Years 3, 4, and 5 for a total contract amount of [REDACTED]";
 - (b) Modifying the Year 3: HEDIS 2016 Audit Invoicing Schedule, changing the total amount of each invoice Amount from [REDACTED] and the Total Amount from [REDACTED];
 - (c) Changing the Grand Total from [REDACTED].

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be executed by their respective duly authorized officers as of the date first set forth below.


By signing this Amendment, each of the undersigned parties acknowledges that it has read the MSA and this Amendment, understands it and agrees to be bound by terms and conditions

therein and herein with respect to the subject matter thereof and hereof. Further, each of the undersigned parties agrees that the MSA and this Amendment will be the complete and exclusive statement of the agreement between the parties with respect to the subject matter thereof and hereof, superseding all prior proposals or prior agreements, oral or written, and all other prior communications between the parties relating to the subject matter thereof and hereof. The parties further acknowledge and agree that, unless otherwise stated herein, this Amendment shall not, in any way whatsoever, affect or supersede any other Statement of Work entered into between the parties hereto.

ADVENT ADVISORY GROUP LLC
(Company)

By: 
Name: Liz Everett
Title: President
Date: 2/23/16

Care Wisconsin First, Inc.
(Client)

By: 
Name: Susan Crowley
Title: Senior VP Government Services
Date: 2/26/16

SCHEDULE C

Statement of Work

Centers for Medicare and Medicaid Services (CMS) Medicare Data Validation Audit

This Statement of Work ("Statement of Work" or "SOW") is hereby added to the Master Services Agreement dated October 11, 2013 between Advent Advisory Group LLC ("Company") and Care Wisconsin First, Inc. ("Client") and made a part thereof and is bound by all the terms and conditions described therein.

Term and Termination

This Statement of Work shall commence upon Advent's receipt of a fully executed copy of this Statement of Work and continue until September 30, 2019 or unless terminated according to the provisions established in the Master Services Agreement.

Scope of Work

Company will conduct a Medicare Data Validation (MDV) Audit of following MDV data submissions.

MDV 2017 Scope of Work

Up to ■ MDV Data Submission

- ■ MA-PD w/ SNP (H5209)

MDV 2018 Scope of Work

Up to ■ MDV Data Submission

- ■ MA-PD w/ SNP (H5209)

MDV 2019 Scope of Work

Up to ■ MDV Data Submission

- ■ MA-PD w/ SNP (H5209)

Description of Services

Company will conduct a CMS Medicare Data Validation Audit in accordance with the CMS reporting year data validation standards, reporting requirements and technical specifications. In doing so, Company agrees to:

- Assess Client's compliance with CMS's reporting year audit standards;
- Assess Client's adherence to CMS's reporting year measure technical specifications;
- Follow CMS's reporting year audit policies and procedures;
- Complete and submit a completed *CMS Findings Data Collection Form* as provided by CMS in their *Medicare Part C and Part D Reporting Requirements Data Validation Procedure Manual* or other document as may be amended by CMS, for each measure under review by the due date specified by CMS and in accordance with CMS requirements.

Assumptions

- The Client represents, warrants and covenants that:
 - a. Client shall designate a key person or persons to coordinate the delivery by Company of the Services under this Statement of Work. Should the assignment of the dedicated person change, the Client shall inform the Company. In addition, Client shall take all steps and contribute all resources necessary for successful delivery of the Services.
 - b. Client shall provide, or, if applicable, cause its data sources to timely provide, all necessary client data in the formats and layouts, and compliant with other specifications, required by Company, free of confidentiality and other claims inconsistent with the purposes in this Statement of Work. Client shall be solely responsible for ensuring the delivery to Company of all client data in compliance with the terms of this Statement of Work. To the extent Client fails to satisfy the obligations in Paragraphs a. and/or b. of this Section, Company shall be relieved of its obligations under this Statement of Work but Client's payment obligations shall remain in full force and effect.
- Client agrees that should there be a significant change in the scope of work, reporting requirements or level of Company effort required to complete the Services, Company and Client shall thereafter engage in good faith negotiations to adjust the pricing structure of this Statement of Work. This condition applies to both changes in reporting requirements by CMS. Company agrees to discuss with Client any other issues which may arise during the course of the audit which may expand the scope of the audit and involve additional time and therefore fees.
- Client's reporting year data submission is to be submitted by Client to CMS by the reporting year data submission deadline set by CMS.
- Work will be performed during the CMS-specified data validation time period (e.g., April 1, 2017 – June 30, 2017 for the reporting year) and will not include any "mock audit" or "pre-assessment" services, including any "activity to assist the sponsoring organization with its reporting procedures, reporting processes, or information systems used in storing, compiling, or reporting the Part C and/or Part D Reporting Requirements data to CMS and/or to assess the organization's performance and make improvements to its internal data, systems, and reporting processes."

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Compensation

Client agrees to pay Company pursuant to the following payment schedule and in accordance with the terms and conditions set forth in the Master Services Agreement dated October 11, 2013 by and between Advent Advisory Group LLC and Care Wisconsin First, Inc.

MDV 2017 Invoicing Schedule

| Invoice Date | Percent of Total | Amount |
|-----------------|------------------|--------|
| January 1, 2017 | | |
| April 30, 2017 | | |
| July 31, 2017 | | |
| Total | | |

MDV 2018 Invoicing Schedule

| Invoice Date | Percent of Total | Amount |
|-----------------|------------------|--------|
| January 1, 2018 | | |
| April 30, 2018 | | |
| July 31, 2018 | | |
| Total | | |

MDV 2019 Invoicing Schedule

| Invoice Date | Percent of Total | Amount |
|-----------------|------------------|--------|
| January 1, 2019 | | |
| April 30, 2019 | | |
| July 31, 2019 | | |
| Total | | |

Right to Appeal

The Company maintains an Audit Appeals Policy which grants the Client the right to appeal any audit determination issued by the Company. This policy is provided annually to the Client after submission of their final audit report. In addition, as detailed in CMS's Data Validation Procedure Manual, sponsoring organizations (SO) have the right to appeal any Not Pass determinations it receives from CMS. If an SO wishes to appeal a CMS Not Pass determination, it must submit an appeal to CMS within 5 business days of receiving information from CMS regarding the pass/not pass determination thresholds.

Independence

Client acknowledges that the Company is an independent entity; is not employed, contracted, sub-contracted, represented or considered to be a first-tier, downstream or related entity by the Client (as defined in the federal regulations at 42 CFR § 422.500 and § 423.501); and is free of conflict of interest (conflict of interest occurs when a person or person's objectivity in performing the data validation review is compromised by their proximity or relationship to the immediate task, and can possibly give cause for influencing a decision).

This Statement of Work is subject to the terms and conditions set forth in that certain Master Services Agreement (the "Agreement"), dated as of October 11, 2013 by and between Advisory

Group LLC and Care Wisconsin First, Inc. By signing this Statement of Work, each Party acknowledges that it has read the Agreement, understands it and agrees to be bound by its terms and conditions and this Statement of Work with respect to the subject matter hereof. Further, each party agrees that the Agreement and this Statement of Work will be the complete and exclusive statement of the Agreement between the Parties with respect to the subject matter hereof, superseding all prior proposals or prior agreements, oral or written, and all other prior communications between the Parties relating to the subject matter hereof. The Parties further acknowledge and agree that, unless otherwise stated herein, this Statement of Work shall not, in any way whatsoever, affect or supersede any other statement of work entered into between the Parties hereto.

Care Wisconsin First, Inc. (Client)

Advent Advisory Group LLC (Company)

By: *Susan Crowley*
Duly Authorized Signature

By: *Liz Everitt*
Duly Authorized Signature

Name: *Susan Crowley*
Title: *Senior VP, Govt. Services*

Name: Liz Everitt
Title: President

Dated: *11/23/16*

Dated: *11/29/16*

STATEMENT OF WORK NCQA HEDIS® Compliance Audit™

This Statement of Work is governed by the terms and provisions of the Master Services Agreement (the “Agreement”) dated October 11, 2013 between Advent Advisory Group LLC (“Company”, including its subcontractors and agents) and Care Wisconsin First, Inc. (“Client”).

1. Term and Termination

This Statement of Work (herein referred to as “SOW”) shall commence upon Advent’s receipt of a fully executed copy of this SOW and continue until September 30, 2021 or unless terminated according to the provisions in the Agreement.

2. Scope of Work

Company will conduct a HEDIS Compliance Audit of Client’s following HEDIS data submissions.

HEDIS 2019 Scope of Work

Up to HEDIS Data Submissions: Medicare, Special Needs Plan, and Medicaid

HEDIS 2020 Scope of Work

Up to HEDIS Data Submissions: Medicare, Special Needs Plan, and Medicaid

HEDIS 2021 Scope of Work

Up to HEDIS Data Submissions: Medicare, Special Needs Plan, and Medicaid

3. Description of Services

Company will conduct an NCQA HEDIS Compliance Audit in accordance with the National Committee for Quality Assurance (NCQA) standards, as set forth in the reporting year *HEDIS Compliance Audit Standards, Policies and Procedures* and is herein referred to as “Services.”

In doing so, Company agrees to:

- Assess Client’s compliance with NCQA’s reporting year HEDIS Compliance Audit Standards, Policies and Procedures;
- Assess Client’s adherence to NCQA’s reporting year HEDIS Technical Specifications and any requirements from the Centers for Medicare and Medicaid Services (CMS) as applicable;
- Follow NCQA’s reporting year HEDIS Compliance Audit Standards, Policies and Procedures;
- Issue a Final Audit Opinion and Final Audit Report within thirty (30) days of completion of each reporting year audit, in accordance with NCQA requirements;
- Comply with NCQA policies with regard to Audit Appeal and Grievance Procedures and Code of Professional Conduct for Certified HEDIS Compliance Auditors; and
- Maintain its status as an NCQA Licensed Organization.

4. Assumptions

- The Client represents, warrants and covenants that:
 - a. Client shall designate an informed key person or persons to coordinate the delivery by Company of the Services. Should the assignment of the dedicated person change, the Client shall inform the Company within a reasonable amount of time and as soon as possible upon notification of the change. In addition, Client shall take all steps and contribute all resources necessary for successful delivery of the Services, including ensuring sufficient training and education of key staff and management oversight of key audit steps.
 - b. Client shall provide, or, if applicable, cause its data sources to timely provide, all necessary client data in the formats and layouts, and compliant with other specifications, required by Company, free of confidentiality and other claims inconsistent with the purposes in this SOW. Client shall be solely responsible for ensuring the delivery to Company of all client data in compliance with the terms of this SOW. To the extent Client fails to satisfy the obligations in Paragraphs a. and/or b. of this Section, Company shall be relieved of its obligations under this SOW but Client's payment obligations shall remain in full force and effect.
- Client agrees that should there be a significant change in the Scope of Work, reporting requirements or level of Company effort required to complete the Services, including additional supplemental data sources, Company and Client shall thereafter engage in good faith negotiations to adjust the pricing structure of this SOW. This condition applies to changes in reporting requirements and/or additional measures for review by individual States, CMS, and/or NCQA. Company agrees to discuss with Client any other issues which may arise during the course of the audit which may expand the scope of the audit and involve additional time and therefore fees.
- Client's HEDIS reporting year data submission will be produced using NCQA-Certified measure software.
- Audit scope and pricing does include review of any of the measures in the Electronic Clinical Data Systems Electronic Clinical Data Systems (ECDS) domain.. A minimum additional amount of [REDACTED] will be added to the total price as outlined in Section 5, "Compensation," for review of [REDACTED] ECDS measures and/or systems, and [REDACTED] for review [REDACTED] ECDS measures and the systems, assuming the use of certified measure code. Additional charges will apply if the ECDS measures are run without certified code. The additional compensation required for ECDS measure audit review will be invoiced by the Company, accordingly, upon confirmation of the final number of ECDS measures audited with Client and added to the final SOW invoice indicated in the Invoicing Schedule below.
- Client's HEDIS reporting year data submission is to be submitted by Client to NCQA and/or CMS (as required) and/or applicable State agency by the reporting year data submission deadline set by NCQA, CMS, and/or a State agency, as applicable.

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5. Compensation

Client agrees to pay Company pursuant to the following payment schedule and in accordance with the terms and conditions set forth in the Agreement.

HEDIS 2019 Invoicing Schedule

| Percent of Total | Invoice Date | Payment Due Date | Amount |
|------------------|--------------|------------------|--------|
| █ | ██████████ | ██████████ | ██████ |
| █ | ██████████ | ██████████ | ██████ |
| █ | ██████████ | ██████████ | ██████ |
| | ██████ | | ██████ |

HEDIS 2020 Invoicing Schedule

| Percent of Total | Invoice Date | Payment Due Date | Amount |
|------------------|--------------|------------------|--------|
| █ | ██████████ | ██████████ | ██████ |
| █ | ██████████ | ██████████ | ██████ |
| █ | ██████████ | ██████████ | ██████ |
| | ██████ | | ██████ |

HEDIS 2021 Invoicing Schedule

| Percent of Total | Invoice Date | Payment Due Date | Amount |
|------------------|--------------|------------------|--------|
| █ | ██████████ | ██████████ | ██████ |
| █ | ██████████ | ██████████ | ██████ |
| █ | ██████████ | ██████████ | ██████ |
| | ██████ | | ██████ |

| | | | |
|--------------------|--|--|--------|
| Grand Total | | | ██████ |
|--------------------|--|--|--------|

6. Indemnification

Client acknowledges that the National Committee for Quality Assurance (“NCQA”) licenses independent organizations to audit HEDIS or performance measure data. Any audit opinion issued by an NCQA-licensed HEDIS audit organization is solely the opinion of the licensed organization and is not the opinion of NCQA. Client agrees that it will not seek damages or otherwise seek to hold NCQA liable in any manner for any actions of a licensed HEDIS audit organization, the issuance of any audit opinion or the use of any audit opinion in connection with Client’s business. Client further agrees to comply with NCQA’s *Advertising Guidelines* as described on the NCQA Web page (www.ncqa.org/marketing.aspx) as the same may be amended by NCQA from time to time.

7. Limitation of Liability

Client and Company hereby acknowledge and agree that, Company’s total liability hereunder shall be limited to the fees paid in connection with the Services under this SOW

8. Right to Appeal

The Company maintains an Audit Appeals Policy which grants the Client the right to appeal any

audit determination issued by the Company. This policy is provided annually to the Client after submission of their final audit report. In addition, as required by NCQA, the Company is required to inform the Client that any changes in rates resulting from an appeal may not be eligible for resubmission to NCQA for inclusion in NCQA's reporting products or accreditation, due to publication timelines and other submission deadlines set by third-party stakeholders, including CMS.

9. Independence

Client acknowledges that the Company is an independent entity; is not employed, contracted, sub-contracted, represented or considered to be a first-tier, downstream or related entity by the Client (as defined in the federal regulations at 42 CFR § 422.500 and § 423.501); and is free of conflict of interest (conflict of interest occurs when a person or person's objectivity in performing the data validation review is compromised by their proximity or relationship to the immediate task, and can possibly give cause for influencing a decision).

10. Records Retention

Audit documentation will be retained seven (7) years from the data submission deadline of June 15th of the reporting year. All medical records and other Protected Health Information (PHI) shall be destroyed six months after the submission deadline or at the request of the Client.

This SOW is subject to the terms and conditions set forth in the Agreement. By signing this SOW, each Party acknowledges that it has read the Agreement, understands it and agrees to be bound by its terms and conditions and this SOW and that this SOW will be the complete and exclusive statement of the Agreement between the Parties with respect to the subject matter hereof, superseding all prior proposals or prior agreements, oral or written, and all other prior communications between the Parties relating to the subject matter hereof. The Parties further acknowledge and agree that, unless otherwise stated herein, this SOW shall not, in any way whatsoever, affect or supersede any other SOW entered into between the Parties hereto. In the event of any inconsistency between the provisions of this SOW and the Agreement, the provisions of the Agreement shall prevail.

Care Wisconsin First, Inc. (Client)

Advent Advisory Group LLC (Company)

By: Sarah Way-Messer
Duly Authorized Signature

By: Jean Vertefeuille
Duly Authorized Signature

Name: Sarah Way-Messer

Name: Jean Vertefeuille

Title: Quality Director

Title: CEO

Date: 10/16 /18

Date: 10/1/2018