

HEALTH CARE SERVICES AGREEMENT

This **HEALTH CARE SERVICES AGREEMENT** (the "Agreement") is made effective the 1st day of January 2005 (the "Effective Date") by and between Care Wisconsin Health Plan, Inc., a Wisconsin corporation organized under Chapter 613 of the Wisconsin statutes ("Health Plan"), and Care Wisconsin First, Inc., a Wisconsin non-stock corporation ("CWF").

RECITALS

WHEREAS, Health Plan intends to operate as a service insurance corporation pursuant to which it will initially provide comprehensive health and long-term services for the frail elderly and disease management services to Medicare beneficiaries with chronic illnesses;

WHEREAS, Health Plan desires to contract with an entity to provide the Health Care Services (as defined in Section 1.1 below) for its members (the "Members");

WHEREAS, CWF, organized for the benefit of frail elderly and adults with disabilities and the community it serves, operates certain charitable programs pursuant to which it provides health care coordination and support services for frail elderly and adults with disabilities, many of the services under such charitable programs are similar to the Health Care Services;

WHEREAS, Health Plan desires to engage CWF to provide the Health Care Services for the Members under the terms and conditions set forth in this Agreement; and

WHEREAS, provision of the Health Care Services for the Members is consistent with CWF's charitable mission to provide health care coordination and support services to frail elderly and adults with disabilities, and CWF desires to provide the Health Care Services for the Members under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Health Plan and CWF hereby agree as follows:

AGREEMENT

1. HEALTH CARE SERVICES.

1.1 Health Care Services. Subject to the terms and conditions contained in this Agreement, CWF shall provide for Health Plan the health care services listed in Exhibit A, attached hereto and incorporated herein (the "Health Care Services").

1.2 Personnel. CWF shall have sole responsibility for the selection, employment, retention, supervision, training and termination of all personnel that are necessary for CWF to perform the Health Care Services.

1.3 Other. CWF shall provide other services relating to the operations of Health Plan as requested by Health Plan from time to time. The scope of services provided by CWF under this

Agreement may be enlarged, reduced, or altered from time to time upon mutual agreement of the parties.

1.4 Performance Standards. CWF shall at all times perform the Health Care Services in accordance with the performance and reporting standards set forth on Exhibit B attached hereto and incorporated herein (the "Performance Standards"). Health Plan shall evaluate CWF's performance against the Performance Standards no less frequently than annually. The Performance Standards may be revised at any time upon mutual consent of the parties. CWF shall cooperate with and participate in the performance evaluation process as reasonably requested by Health Plan. CWF shall promptly address any problems with or concerns about its performance and shall collaborate with Health Plan to take any necessary corrective measures.

2. COVENANTS.

2.1 Government Regulations. CWF will utilize its best efforts to ensure that the Health Care Services provided by CWF to Health Plan comply with the requirements of applicable statutes, ordinances, laws, rules, regulations, or orders of any governmental or regulatory body having jurisdiction over Health Plan.

2.2 Ownership of Records and Systems. All business and medical records, reports, studies, documents, financial statements, and other information generated pursuant to or relating solely to the operation of Health Plan shall be the property of Health Plan. All software, procedures, processes, and systems generated or used by CWF pursuant to this Agreement shall be the property of CWF.

2.3 Access to Records and Facilities. CWF shall make available to Health Plan, its agents, accountants, and attorneys, at all times during normal business hours, all records and other information described in Section 2.2. CWF shall promptly respond to any questions from Health Plan with respect to such records and shall confer with Health Plan at all reasonable times, upon request, concerning the operations of Health Plan. CWF shall assist and cooperate with Health Plan's auditors in the conduct of an annual audit of Health Plan's financial condition and results of operations.

2.4 Maintenance of Records. CWF shall assure the accuracy of Members' health records and maintain books and records pertaining to this Agreement in a form consistent and in compliance with confidentiality provisions of applicable federal and state laws and Medicare regulations. CWF agrees to preserve the full confidentiality of medical records and protect from unauthorized disclosure all information, records, and data collected under this Agreement. Access to this information shall be limited to persons who, or agencies which, require the information in order to perform their duties related to Health Plan's contracts with the Centers for Medicare and Medicaid Services (CMS) and the Wisconsin Department of Health Services (DHS). The Health Plan will ensure that all necessary and appropriate medical record releases have been signed by the Members. Members and their authorized representatives shall have access to their medical records upon reasonable notice and in accordance with applicable law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and Wisconsin Statutes.

2.5 Permission for Governmental Review of the Records Related to this

Agreement. Upon written request by the Secretary of Health and Human Services or Comptroller General of the United States, or by any of the Secretary's or Comptroller General's duly authorized representatives, CWF will make available those contracts, books, documents or records necessary to verify the nature and extent of the costs of providing Administrative Services under this Agreement. Such inspection shall be available up to six (6) years after the rendering of such services and in certain instances in excess of six (6) years. If CWF carries out any of the duties of this Agreement through a subcontract with a value of ten thousand dollars (\$10,000) or more over a twelve (12) month period with a related individual or organization, CWF agrees to include this requirement in any subcontract. This section is included pursuant to and is governed by the requirements of Sec. 1861(v)(1) of the Social Security Act as amended, 42 U.S.C. § 1395x(v)(1), and the regulations promulgated thereunder.

2.6 Insurance. CWF shall maintain general liability insurance coverage during the Term (as defined in Section 4.1 below) with coverage limits no less than those generally maintained by companies of similar size in its industry.

2.7 Contractual Requirements. CWF understands that Health Plan is subject to contractual obligations with CMS and DHS. CWF agrees to fully assist Health Plan in compliance with the terms and conditions of Health Plan's contracts with CMS and DHS and as may be modified from time to time by CMS and DHS. Subject to its right to terminate this Agreement pursuant to Section 4.2, CWF will also reasonably cooperate with Health Plan in complying with any amendments or additional requirements for Health Plan providers.

3. FEES AND EXPENSES. Health Plan shall pay CWF the fees and expenses set forth in Exhibit C, attached hereto and incorporated herein (the "Fees and Expenses").

4. TERM AND TERMINATION.

4.1 Term. This Agreement shall commence on the Effective Date and shall continue for an initial term of one year (the "Initial Term"), subject to earlier termination as set forth below. Thereafter, unless otherwise terminated earlier as provided below, this Agreement shall automatically renew for successive one year terms (each a "Renewal Term"). The Initial Term and each successive Renewal Term shall collectively be referred to herein as the "Term."

4.2 Termination. This Agreement may be terminated as follows:

4.2.1 Without Cause. Either party may terminate this Agreement at the end of the Initial Term or any Renewal Term by providing the other party with at least one hundred eighty (180) days' advanced written notice of the intention to terminate.

4.2.2 Insolvency. This Agreement shall terminate immediately and automatically upon either party's insolvency or filing a petition in the U.S. Bankruptcy Court which is not discharged within 60 days, or either party's assignment of assets for the benefit of creditors,

or the Commissioner of Insurance of any state asserting jurisdiction over either party or its assets by reason of insolvency.

4.2.3 **Default.** Upon a breach of this Agreement by either party, the other party may provide written notice to the breaching party thereof and if such breach is not cured within thirty (30) days after such written notice or if the breaching party has not taken reasonable steps to cure such breach during such time period, the non-breaching party may, at any time after such 30 day period, immediately terminate this Agreement by further written notice of termination.

4.2.4 **Change in Law.** If, in the written opinion (the "Opinion") of counsel for either party, applicable federal or state law or regulation either now or hereinafter in effect may render any of the material terms of this Agreement unlawful or unenforceable, then the parties shall act in good faith to restructure the arrangement between them to conform to the then-existing law or the requirement of any state, federal and/or local governmental agency. If the parties have not reached an agreement within ten days following the date of the Opinion, this Agreement shall terminate upon notice from the party whose counsel authored the Opinion.

4.3 Effect of Termination. Termination of this Agreement shall not release any party from its obligations hereunder that have accrued prior to the termination date. The following shall apply upon termination of this Agreement:

4.3.1 The parties shall continue to work together generally pursuant to the terms of this Agreement for an appropriate winding down period of time to prevent undue harm to Health Plan or any of the Members.

4.3.2 CWF shall promptly deliver to Health Plan all of Health Plan's property in CWF's possession, including the property described in Section 2.2.

4.3.3 The parties shall promptly conduct a final accounting of the amounts due CWF under Section 3, and Health Plan shall promptly pay CWF any amount due under such accounting.

5. RELATIONSHIP BETWEEN THE PARTIES.

5.1 Scope of Authority. CWF shall use its reasonable efforts to provide the Health Care Services in accordance with all applicable policies, directives, procedures, and resolutions adopted by Health Plan.

5.2 Independent Parties. Except as otherwise expressly provided herein, nothing in this Agreement shall be construed to create a partnership, joint venture, or agency or employment relationship between the parties. Neither party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf or in the name of the other party, except as set forth in this Agreement.

5.3 No Assumption of Liabilities. CWF does not, by entering into and performing this Agreement, assume or become liable for any of the existing or future obligations, liabilities, or debts directly or indirectly attributed to Health Plan.

6. MISCELLANEOUS.

6.1 Assignment. This Agreement shall be binding upon, enforceable by, and inure to the benefit of the parties and their successors and assigns.

6.2 Notice. All notices, requests and other communications hereunder shall be in writing and will be deemed to have been duly given if delivered personally, mailed by certified mail (return receipt requested), postage prepaid, or sent by recognized overnight delivery service or facsimile transmission to the parties at the addresses set forth below or at such other address as shall be specified by the parties by like notice:

If to Health Plan: Care Wisconsin Health Plan, Inc.
2802 International Lane
P.O. Box 14017
Madison, WI 53708-0017
Attn: President

If to CWF: Care Wisconsin First, Inc.
2802 International Lane
P.O. Box 14017
Madison, WI 53708-0017
Attn: CEO

All such notices, requests and other communications will: (a) if delivered personally to the address as provided in this Section 6.2, be deemed given upon delivery; and (b) if delivered by mail in the manner described above be deemed given upon four calendar days after deposit in the U.S. Mail, postage prepaid. In either case, notice shall be deemed given regardless of whether such notice, request or other communication is received by any other person to whom a copy of such notice is to be delivered pursuant to this Section 6.2.

6.3 Entire Agreement. This Agreement, together with all exhibits attached hereto, contains the entire understanding between the parties on the subject matter hereof. This Agreement supersedes any other oral or written agreement entered into between the parties on the subject matter hereof.

6.4 Amendment. This Agreement may be amended only by a writing signed by both parties.

6.5 Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No

waiver of any breach or modification of this Agreement shall be effective unless contained in a writing executed by both parties.

6.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns, and any corporate successors by operation of law, merger, consolidation, other corporate reorganizations, or otherwise, without limitation.

6.7 Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, or statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof.

6.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to the conflicts of laws principles thereof or rules of construction concerning the draftsman hereof.


6.9 Construction; Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

IN WITNESS WHEREOF, the parties, by their respective duly authorized officers, have executed this Agreement as of the day and year first above written.

CARE WISCONSIN HEALTH PLAN, INC.

CARE WISCONSIN FIRST, INC.

By: 

By: 

Its: President

Its: Chief Executive Officer

- Signed – 2005
- Reviewed – 2006
- Reviewed – 2007
- Reviewed – 2008
- Reviewed – 2009
- Reviewed – 2010
- Reviewed – 2011
- Reviewed & Revised – October, 2012
- Reviewed & Revised – December, 2013
- Reviewed & Revised – January 2015
- Reviewed – January 2016
- Reviewed – January 2017

NOTE: File any amendments to the Health Care Services Agreement with the Office of the Commissioner of Insurance for non-disapproval.

EXHIBIT A

Health Care Services CWF Will Provide

- a. care coordination and case management;
- b. health education;
- c. provider contracting and credentialing/certifying;
- d. management of Medicare Part D benefit; and
- e. development of clinical and long-term care protocols; and
- f. utilization protocols and medical guidelines
- g. medical director services
- h. community relationship building.

EXHIBIT B

PERFORMANCE STANDARDS

CWF shall at all times perform the Health Care Services in accordance with the following standards and methods of demonstrating compliance. CWF will:

1. Correct significant systemic problems that come to its attention through internal surveillance, complaints, or other mechanisms.
 - a. Submit results of annual member satisfaction surveys.
 - b. Submit annual evaluation of quality assurance and improvement program.
 - c. Make available upon request, relevant policies and procedures.
 - d. Make available upon request, QI meeting minutes.
 - e. Employ a Quality Improvement Program that meets CMS and DHS requirements.
 - f. Submit annual quality review and improvement organization's audit report.

EXHIBIT C

Fees and Expenses

Health Plan shall pay CWF the following fees and expenses:

As compensation for the Services provided under this Agreement, CWF shall be reimbursed by Health Plan for [REDACTED]

[REDACTED] and Health Plan shall also pay CWF that amount of [REDACTED]

[REDACTED] CWF shall submit a statement to Health Plan for all costs and expenses incurred pursuant to this Agreement on no less than a monthly basis, and Health Plan shall remit payment to CWF within a reasonable time after the receipt of such statement but no later than 30 days after the receipt of such statement.