

**NETWORK AGREEMENT
FOR
PHYSICIAN SERVICES
between
TRILOGY HEALTH INSURANCE, INC.
And
INDEPENDENT PHYSICIANS NETWORK, INC.**

THIS AGREEMENT effective on **February 1, 2013** ("Effective Date") is entered into by and between **Trilogy Health Insurance, Inc.** ("Trilogy", also referred to as "HMO"), a Wisconsin corporation, and **Independent Physicians Network, Inc.** ("IPN") (hereinafter referred to as "IPN"). IPN enters into this Agreement on its own behalf and on behalf of its Providers who are individually or collectively, as the case may be, referred to herein as "IPN Provider(s)."

RECITALS:

WHEREAS, Trilogy is a corporation organized for the purpose of arranging for services to include health services provided by health care providers to individual members, insured's or employees of contracted groups or programs;

WHEREAS, IPN is a Wisconsin corporation organized for the purpose of offering a physician-based, horizontally integrated health care system to its members in arranging for and/or providing efficient and cost effective healthcare services;;

WHEREAS, IPN Providers are certified to participate in the Medicaid Program under Title XIX and the Medicare program under Title XVIII of the Social Security Act and complies with all applicable federal, state and local laws; and

WHEREAS, IPN desires to contract with Trilogy in order to cause IPN Providers to provide Covered Services to Members in accordance with the terms and conditions of this Agreement;

WHEREAS, Trilogy desires to contract with IPN for the provision of Covered Services to Members in accordance with the terms and conditions of this Agreement;

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

ARTICLE I

DEFINITIONS

The following terms, when used in this Agreement and any Amendments hereof and Attachments hereto, are defined as follows.

1.1 "**Clean Claim**" means a request for payment of Covered Services on a properly completed Centers for Medicare and Medicaid Services ("CMS") 1500 billing form (or their successors), as applicable, which includes all information necessary to determine Trilogy 's responsibility for payment.

1.2 "**Covered Services**" means any service rendered by an IPN Provider to a Member that is eligible for reimbursement under the Program.

1.3 "**Cultural Competency**" means a set of congruent behaviors, attitudes, practices and policies that are formed within an agency, and among professionals that enable the system, agency, and professionals to work respectfully, effectively and responsibly in diverse situations. Essential elements of cultural competence include understanding diversity issues at work, understanding the dynamic of difference, institutionalizing cultural knowledge, and adapting to and encouraging organizational diversity

1.4 **"Emergency"** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge on health and medicine, could reasonably expect the absence of immediate medical attention to result in:

- 1.4.1 Placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
- 1.4.2 Serious impairment of bodily functions;
- 1.4.3 Serious dysfunction of any bodily organ or part;
- 1.4.4 With respect to a pregnant woman who is in active labor—that there is adequate time to effect a safe transfer to another hospital before delivery or that transfer may pose a threat to the health or safety of the woman or the unborn child;
- 1.4.5 A psychiatric emergency involving a significant risk or serious harm to oneself or others;
- 1.4.6 A substance abuse emergency exists if there is significant risk of serious harm to a Member or others, or there is likelihood of return to substance abuse without immediate treatment
- 1.4.7 Emergency dental care is defined as an immediate service needed to relieve the patient from pain, an acute infection, swelling, trismus, fever, or trauma. In all emergency situations, the HMO must document in the recipient's dental records nature of the emergency.

1.5 **"Medically necessary"** means a medical assistance service, item or supply under ch DHS 107 provided to a recipient, which, under the provisions of this Agreement is: (a) Required to prevent, identify or treat a recipient's illness, injury or disability; and (b) Meets the following standard:

- 1.5.1 Is consistent with the recipient's symptoms or with prevention, diagnosis or treatment of the recipient's illness, injury or disability;
- 1.5.2 Is provided consistent with standards of acceptable quality of care applicable to the type of service, the type of provider and the setting in which the service is provided;
- 1.5.3 Is appropriate with regard to generally accepted standards of medical practice;
- 1.5.4 Is not medically contraindicated with regard to the recipient's diagnoses, the recipient's symptoms or other medically necessary services being provided to the recipient;
- 1.5.5 Is of proven medical value or usefulness and, consistent with s. DHS 107.035, is not experimental in nature;
- 1.5.6 Is not duplicative with respect to other services being provided to the recipient;
- 1.5.7 Is not solely for the convenience of the recipient, the recipient's family or a provider;
- 1.5.8 With respect to prior authorization of a service and to other prospective coverage determinations made by the department, is cost-effective compared to an alternative medically necessary service which is reasonably accessible to the recipient; and
- 1.5.9 Is the most appropriate supply or level of service that can safely and effectively be provided to the recipient.

1.6 **"Member" or "Enrollee"** shall mean a person entitled to health care benefits under the Program.

1.7 **"Network Provider"** means a hospital, physician, or other health care provider selected by Trilogy to participate in the Program.

1.8 "**Physician**" means an individual duly licensed to practice medicine in the State of Wisconsin or other state, including those Physicians who are employed by or contractually affiliated with IPN.

1.9 "**Primary Care Provider**" means a Network Doctor of Medicine ("M.D."), a Doctor of Osteopathy ("D.O."), Physician's Assistant, Nurse Practitioner or Nurse Midwife and physician clinics with specialties in general practice, family practice, internal medicine, obstetrics, gynecology, geriatric or adolescent medicine, and pediatrics duly licensed and qualified under the laws of the jurisdiction in which Covered Services are provided.

1.10 "**Professional Services**" means those Covered Services provided by IPN Physicians.

1.11 "**Program**" means Trilogy's contract(s) with the Wisconsin Department of Health Services for BadgerCare Plus and/or Medicaid SSI HMO Services for the provision of Covered Services to Members residing in, or otherwise covered in, the IPN's service area.

1.12 "**Provider Manual**" means Trilogy Provider Manual which Trilogy provides to Network Providers which details the policies, procedures, and administrative information, including but not limited to, Trilogy's grievance resolution, utilization management, quality improvement, and quality assurance, incorporated herein and made a part hereof by reference.

1.13 "**IPN Provider(s)**" means the physicians and other health care providers and entities affiliated with IPN and referenced in Exhibit A.

1.14 "**Quality Assessment/Performance Improvement (QAPI)**" means the comprehensive QAPI program that protects, maintains, and improves the quality of care provided to BadgerCare Plus and/or Medicaid SSI program members and conforms to the requirements of 42 CFR, Part 438, Medicaid Managed Care Requirements, Subpart D, QAPI. The program also complies with 42 CFR 434.34 which states that the HMO must have a QAPI system that: Is consistent with the utilization control requirement of 42 CFR 456. Provides for review by appropriate health professionals of the process followed in providing health services. Provides for systematic data collection of performance and patient results. Provides for interpretation of this data to the practitioners and provides for making needed changes.

1.15 "**Specialty Care Provider**" means a Network Doctor of Medicine ("M.D."), a Doctor of Osteopathy ("D.O."), Physician's Assistant, Nurse Practitioner or Nurse Midwife duly licensed and qualified under the laws of the jurisdiction in which Covered Services are provided, who is not a Primary Care Provider.

1.16 "**Timely Filing Appeal**" shall mean a written appeal submitted by IPN or IPN Provider for a claim denial based on having exceeded the claims filing deadline as outlined in Article V.

ARTICLE II

IPN'S RESPONSIBILITIES

2.1 The Covered Services provided under this Agreement shall be performed by IPN Providers which are set forth on Exhibit A and may be revised by IPN at any time by providing written notice to Trilogy. IPN represents and warrants that it is authorized to act as the agent for IPN Providers in executing this Agreement. IPN certifies that IPN Providers hold all licenses and/or certifications necessary to render medical services to Members.

2.2 IPN shall require IPN Providers to maintain policies of liability insurance, including medical malpractice insurance or self-insurance as required by the laws of the State of Wisconsin and any other applicable state laws as necessary to fulfill IPN Provider's responsibilities under this Agreement and, upon written request, will furnish to Trilogy evidence of such insurance coverage. IPN shall, in writing and within fifteen (15) business days, notify Trilogy of any restrictions, cancellations or terminations of any of the insurance described in this section that it is made aware of

2.3 Subject to the terms of this Agreement, IPN Providers shall provide Covered Services to Members in the same manner and in accordance with the same standards as services are provided to other patients and without

discrimination based on sex, race, color, religion, marital status, sexual orientation, age, ancestry, national origin or payer source.

2.4 IPN shall take reasonable steps to insure that all IPN Providers, employees and other persons responsible for providing health care comply with applicable laws and regulations, IPN rules, and prevalent legal standards of care. IPN shall, in writing and immediately upon becoming aware, notify Trilogy of any restrictions, or terminations of hospital privileges of any IPN Providers.

2.5 Subject to section 10.5, IPN shall permit Trilogy to identify IPN and IPN Providers as a Network Provider and to publicize in promotional materials IPN and specified IPN Providers' name, address, telephone number and any other pertinent information as set forth in Exhibit A. IPN has five business days to verify the accuracy of the information after receipt of the information from Trilogy.

2.6 IPN acknowledges that this Agreement covers services that may be provided to BadgerCare Plus and/or Medicaid SSI Program members. IPN and IPN Providers agree to comply with all rules and regulations of the Wisconsin Department of Health Services (DHS) governing services rendered to such Members, including the provisions of the "Wisconsin Medicaid Program Requirements" attached hereto as Exhibit D.

2.7 IPN and IPN Providers will cooperate with Trilogy's policies and procedures as outlined in Trilogy's Provider Manual. Trilogy may revise its policies and procedures from time to time, and will provide thirty (30) days advance written notice to IPN and IPN Providers of any changes to these policies and procedures prior to implementation.

ARTICLE III

PROVIDER'S RESPONSIBILITIES

All obligations created hereunder are agreed to by IPN on behalf of the IPN Providers set forth on Exhibit A. IPN shall require that IPN Providers comply with the following terms.

3.1 IPN Physicians as appropriate shall serve on the medical staff of one or more Network Provider hospitals or shall have a written hospital coverage agreement and shall at all times maintain good standing among professional peers.

3.2 IPN Providers acknowledge that all hospital admissions are subject to the quality improvement and utilization management programs described herein. In the case of any admission, non-emergency or otherwise, IPN Provider or applicable hospital shall notify Trilogy, by telephone call or facsimile transmission, of the admission within forty-eight (48) hours (or by the end of the next business day, if admission occurs on a weekend or holiday) following: (i) the admission, or (ii) the identification of the patient as a Member. Notwithstanding the foregoing, reimbursement for the admission shall be subject to patient's eligibility as a Member and the coverage as delineated in the Member's Program.

3.3 IPN Provider, or any person who completes a claim on IPN Provider's behalf, shall attempt to ascertain from each Member whether primary health care coverage is available from a source other than the Program. In the event there is other primary coverage, IPN Provider, or the person who completes the claim on IPN Provider's behalf, shall make such notation on the appropriate "other coverage" line on the CMS 1500 form submitted to Trilogy relating to that Member.

3.4 IPN Provider shall identify complaints and grievances in a timely manner, forward these complaints and grievances to Trilogy in a timely manner, and cooperate with Trilogy to resolve such complaints and grievances. IPN Provider shall make this procedure available to Members in the same manner and to the same extent that it is made available to other patients of IPN. Upon written request from Trilogy, IPN Provider will provide Trilogy with copies of needed records and respond to specific questions for review of quality issues and/or Member complaints and grievances to enable Trilogy to respond within thirty (30) days of Provider's receipt of such questions, complaints, and grievances at no additional fee.

ARTICLE IV

TRILOGY'S RESPONSIBILITIES

4.1 Trilogy shall provide IPN and IPN Providers with a listing of those physicians, hospitals and other health care providers located within a reasonable geographical distance from IPN Provider's to whom Trilogy has granted Network Provider status.

4.2 Trilogy shall identify IPN and IPN Providers as Network Providers in promotional and informational materials that it distributes or publishes to Members.

4.3 Trilogy will provide IPN Provider's with assistance with Member eligibility verification.

4.4 Trilogy shall provide IPN and IPN Providers with copies of all relevant and requested policies and procedures at least thirty (30) days prior to their effective date. Trilogy shall provide written notice to IPN of all revisions to such policies and procedures at least thirty (30) days prior to the effective date of such revisions. In the event Trilogy implements material changes to its policies and procedures, IPN will make note of its issues with the changes and initiate dispute resolution.

4.5 Trilogy will establish and maintain a system for the receipt and resolution of Member and Network Provider inquiries, complaints and grievances that will be consistent with and not supersede the Wisconsin Department of Health Services process as documented in the Contract for BadgerCare Plus and/or Medicaid SSI HMO Services between Trilogy and Wisconsin Department of Health Services, Article III (G) – Provider Appeals and Article IX – Complaint, Grievance & Appeal Procedures.

ARTICLE V

BILLING AND REIMBURSEMENT

5.1 IPN Provider shall submit invoices for Covered Services to Trilogy. IPN Provider shall send all invoices for payment for Covered Services on a CMS 1500 form, to the address designated by Trilogy. Such invoices must be submitted within one hundred twenty (120) days after the occurrence of all events necessary to establish the amount of the claim for payment. If the IPN Provider has knowledge that Trilogy is not primary in a Coordination of Benefit situation, IPN Provider will bill other primary third party payers first. For claims in which Trilogy is not the primary payer, IPN Provider will submit their respective claims to Trilogy within one hundred twenty (120) days from the date of the Explanation of Benefit from the primary payer.

Exceptions will be made for invoices submitted after one hundred twenty (120) days for valid reasons. Invoices are subject to review for inappropriate billing practices (e.g., unbundling, upcoding) and appropriateness of treatment. The Member's medical record must substantiate the Covered Service provided. Billings shall include, at a minimum, the following to be considered a clean and complete invoice: (i) actual professional providing treatment; (ii) identifying patient information; (iii) diagnosis in the current ICD version format, including all diagnosis codes applicable to the members reason for the service provided; (iv) date of service; (v) place of service; (vi) an itemized record of services provided in the current CPT format, with billing shown by CPT code.

5.2 IPN Provider shall be paid by Trilogy for Covered Services provided to Members within thirty (30) days following receipt of a Clean Claim. Per Exhibit B, IPN and IPN Provider acknowledge that Trilogy is solely responsible for compensating IPN Provider for Covered Services.

5.3 Trilogy shall maintain a provider appeal process as required in the DHS Contract, and set forth both in the Provider Manual and printed on the back of the provider remittance form. IPN Provider may file an appeal in writing to the designated liaison within one hundred twenty (120) days of receipt of a partial payment, denial, or a determination that is unsatisfactory to the IPN Provider. Trilogy will consider such appeals and will communicate its

determination of the appeal in writing to IPN Provider and specify the reason(s) for the decision within forty-five (45) days of receiving the written appeal. Such appeals must be clearly marked as an "appeal" and must be sent to the designated liaison specified in the Provider Manual and on the back of the remittance form.

5.4 Trilogy shall accept resubmitted claims from IPN Provider with corrected billing information or in response to Trilogy's request for required documentation or billing support within one hundred twenty (120) days of receipt of the initial payment or denial. Such claims must clearly be marked as a "resubmitted claim" to avoid denial as duplicate billing.

5.5 Trilogy shall reprocess claims for adjustment associated with a positive outcome of a provider appeal or resulting from a resubmitted corrected billing within sixty (60) days of the appeal decision.

5.6 Trilogy shall have the right to request and receive corrective adjustments from IPN Provider to previous payments, provided that: (i) the IPN Provider receives a full written explanation of any requested adjustment; and (ii) any request for adjustment to a previous payment be made within twelve (12) months after the date of initial payment. Refund adjustments shall be made within sixty (60) days, on average, from the date of receipt of a valid request. Trilogy reserves the right to offset overpayments against, or deduct or recoup overpayments from, any other payments Trilogy owes to IPN Provider, if IPN Provider does not refund the amount due Trilogy within the sixty (60) day time period.

5.7 Except as otherwise permitted by the applicable law, IPN Provider hereby agrees that in no event, including, but not limited to, nonpayment, Trilogy's insolvency, or breach of this Agreement, shall IPN Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement for Covered Services from, or have any recourse against, a Member or any person who may be acting on a Member's behalf. This provision shall not prohibit collection of copayments or other Member liabilities owed in accordance with the terms of the Members Program or collecting from Member for services which are not Covered Services. Collection of non-Covered Services requires a signed letter by Member agreeing to reimburse IPN Provider for the service.

5.8 Certain copayments or other Member liabilities shall be paid by the Member directly to IPN Provider, in amounts provided in the applicable Trilogy notice. IPN Provider may collect any such copayments at the time services are rendered.

5.9 IPN Provider agrees to cooperate with Trilogy toward effective implementation of the provisions of the Program relating to Coordination of Benefits and claims by third parties. When a Member is eligible for coverage of Covered Services under one or more other health benefit plans, payment by Trilogy for Covered Services shall be coordinated with such other plan or plans. The order of payment shall be determined in accordance with the coordination of benefits provisions under Medicaid or the Member's Benefit Plan and as follows:

5.9.1 In the event that Trilogy is the initial health plan for Covered Services, IPN Provider shall be reimbursed by Trilogy as provided in this Agreement without regard to any payments made by other health benefit plans.

5.9.2 In the event that Trilogy is other than primary under the coordination of benefit rules, Trilogy shall pay only those amounts, which when added to amounts received by IPN Provider from other sources is equal to reimbursement payable under Exhibit B hereto, or billed charges, whichever is less.

ARTICLE VI

UTILIZATION MANAGEMENT AND QUALITY IMPROVEMENT

6.1 IPN Provider shall cooperate in reasonable Utilization Management and Quality Improvement Programs and any similar program or activity established by Trilogy following proper notification to IPN and IPN Provider. The purpose of the programs and activities is to monitor and reduce the utilization and cost of hospital and medical services while maintaining high quality health care for Members. The programs and activities may be administered by Trilogy, one of its affiliates or a third-party contracted vendor. IPN and IPN Providers shall be provided with copies of all utilization management and quality improvement programs at least thirty (30) days prior

to the effective date. Trilogy shall provide thirty (30) day advance written notice to IPN of all revisions to such programs.

6.2 IPN Primary Care Provider agrees to provide to each Member, when it's Medically Necessary, all of the usual primary health care services including laboratory and x-ray (technical only) procedures normally provided by family practice, general practice, general pediatrics, general internist, obstetrics and gynecology. IPN Primary Care Provider agrees to refer Members to Specialty Care Providers authorized by Trilogy for all other necessary health care services that are Covered Services.

Unless Trilogy determines that referrals are not necessary to access services provided by Specialty Care Providers, Specialty Care Providers specifically acknowledge that they:

- 6.2.1 May render care to a Member only pursuant to a valid referral given to the Member by his or her Primary Care Provider unless, due to an Emergency, it is not possible without compromising the Member's health, to seek a referral prior to treatment;
- 6.2.2 May not refer the Member to another provider without first obtaining authorization from the Member's Primary Care Provider;
- 6.2.3 Shall not order tests outside the scope of the original referral without specific written authorization from the Member's Primary Care Provider.

Specialty Care Providers shall accept clinical data provided by a referring IPN Provider (including but not limited to laboratory test results, x-ray films, imaging studies, and other diagnostic procedures), provided that such clinical data is timely and of high quality. Specialty Care Providers shall not repeat tests unnecessarily; however, tests requiring interpretation by specialists, such as radiological and imaging studies, biopsy material and other diagnostic procedures may be referred to appropriate participating providers for interpretation and/or validation. Specialty Care Providers may order additional tests, x-rays or other procedures if such procedures are within the scope of the referral.

6.3 The Utilization Management Program consists of various review methodologies, including but not limited to, pre-authorization, pre-admission review and certification, admission and continued stay review, case management and retrospective case review, as deemed appropriate by Trilogy in accordance with established guidelines and procedures. The authorization policies established by Trilogy are contained within the Provider Manual; Trilogy shall provide thirty (30) days advance notice to IPN and IPN Providers of all material revisions to the Provider Manual

6.4 Trilogy shall provide timely and written notice to all relevant Network Providers and to the Member of its determination not to provide coverage for initial or continued services. Such notice shall include a reasonably specific description of the reason(s) for denial of coverage. For those cases involving denial of continued inpatient hospitalization, the notification shall include a date after which Trilogy will no longer accept financial liability for inpatient services provided to the Member.

6.5 IPN and IPN Providers shall not be prohibited from or penalized for engaging in provider-patient communication related to treatment alternatives, coverage appeal decisions, reimbursement incentives or other communication necessary to maintain the provider-patient relationship.

6.6 Trilogy will delegate the credentialing and re-credentialing responsibilities for IPN Providers to IPN. IPN's credentialing guidelines shall be in accordance with standards established by NCQA. Trilogy reserves the right to terminate, suspend, or remove individual IPN Providers from its network of providers that fail to meet such credentialing standards only after informing IPN. The requirements for credentialing and re-credentialing will be documented in an Administrative Services Agreement between IPN and Trilogy.

6.7 Trilogy will give IPN a fifteen (15) business day advance notice should Trilogy want to conduct an on-site audit of IPN's delegated credentialing responsibilities. In the event that Trilogy conducts an on-site audit of IPN in accordance with this Article 6.5, Trilogy agrees that it shall (i) notify IPN of the intended audit, (ii) arrange with IPN for

a convenient time; (iii) conduct such audit in a manner that does not unreasonably interfere with IPN staff work flow; and (iv) comply with applicable state and federal laws with respect to the confidentiality of medical records.

6.8 The Quality Improvement ("QAPI") Program is designed to protect, maintain, and improve the quality of care provided to BadgerCare Plus and/or Medicaid SSI Program Members. All participating providers are expected to participate in the QAPI Program and activities of Trilogy. The activities include, but are not limited to, peer review, medical records review, Member satisfaction surveys, health promotion, disease management and performance improvement projects.

ARTICLE VII

IPN APPEALS AND DISPUTE RESOLUTION

7.1 Trilogy shall maintain a provider appeal process, distinct from the claim appeal process set forth in Section 5.3, under which IPN or IPN Provider may appeal decisions or actions by Trilogy, except for decisions or actions related to Term and Termination section 9.3 and 9.4, none of which is subject to this provider appeal process. Trilogy shall duly consider appeals that IPN or IPN Provider may raise with regard to such non-excluded decisions and actions by Trilogy, but the decision whether to effect or continue any such action shall rest solely with Trilogy.

7.2 In the event that a dispute arises with regard to the interpretation of any of the terms of this Agreement, the parties shall initially attempt to resolve such dispute informally. If such informal efforts fail, a meeting shall be held within thirty (30) days at which all parties are present or represented by individuals with full decision-making authority regarding all matters remaining in controversy.

ARTICLE VIII

MEDICAL RECORDS

8.1 Trilogy, IPN and IPN Providers hereby acknowledge and agree that all medical records or other correspondence, written, verbal or electronic, and documentation regarding Members that contain Individually Identifiable Health Information ("Health Information"), as defined herein, shall be used and disclosed only as permitted under the Health Insurance Portability and Accountability Act ("HIPAA") and other applicable law. All Health Information shall be handled in a manner that is reasonably expected to maintain its confidential nature, protecting it from deliberate or inadvertent misuse or disclosure, and in compliance with all local, state and federal laws, rules and/or regulations regarding the possession and handling of such information.

For the purposes of this Agreement, "Health Information" means any information, whether written, verbal or electronic, obtained or accessed by either party that (a) can be used to identify an individual; and (b) relates to a physical, mental or health condition of any individual; the provision of mental or health care to an individual; or the payment for the provision of mental or health care to an individual.

8.2 Upon written request from Trilogy to IPN or IPN Provider, IPN or IPN Provider shall submit Member's Health Information to Trilogy in accordance with this Article VIII. Health Information requested by Trilogy shall be deemed to be the "minimum necessary," pursuant to the HIPAA privacy regulations, 45 CFR § 164.502(b), et seq.

8.3 To the extent permitted by state and federal law relating to confidentiality of records IPN Provider shall supply State and federal agencies with copies of Member's medical records upon request at no charge. IPN Provider shall supply Trilogy with copies of Member's medical records within fifteen (15) business days of request at no charge when Trilogy requests the medical records in conjunction with (1) a medical management issue (e.g. preauthorization request); (2) credentialing or recredentialing activities; (3) a State or federal audit, investigation, etc.; (4) a Member complaint or grievance; (5) an OIG complaint; or (6) request for payment of a claim of such a type as to require supporting documentation and defined in the Trilogy Provider Manual. IPN Provider shall supply

Trilogy with copies of Member's medical records required for administration of the quality improvement program, within the same time frame, and shall be reimbursed by Trilogy to Provider at the rate specified under Wisconsin State Law. Trilogy agrees that patient health care records provided for the quality improvement program will not delay payment to IPN Provider.

8.4 Trilogy shall take reasonable precautions to prevent any unauthorized disclosure of patient health care records prepared and maintained under the terms of this Agreement.

8.5 In the event this Agreement is terminated, IPN Provider shall transfer a copy of Member's medical records to the Member or another provider, upon request and at IPN Provider's standard charge for copying such records, provided that the Member makes such request in writing.

8.6 IPN Provider shall maintain a separate patient record on behalf of each individual Member. Such record shall contain information required by federal and state laws, the Medicare and Medicaid programs where applicable, and nationally recognized accrediting bodies. Such records shall be retained for at least five (5) years, except that rural health clinic provider's must retain records for at least six (6) years following the Member's last date of service, or a longer period if required by applicable law.

ARTICLE IX

TERM AND TERMINATION

9.1 Subject to sections 9.2 through 9.10 of this Agreement, as indicated by the effective date, shall continue in effect for three years. Thereafter, this Agreement and any Amendments hereof and Attachments hereto shall, unless renegotiated or terminated, be automatically renewed for one (1) year terms.

9.2 Either party may terminate this Agreement with or without cause by giving the other party at least three hundred sixty-five (365) days prior written notice. In the event of such termination, IPN Providers shall remain available at Trilogy's option as a provider, in accordance with Wis. Stat. § 609.24, relating to continuity of care, to provide services to Members. (See Exhibit F for a description of Wisconsin's continuity of care law.) Notwithstanding this, IPN Providers shall continue to provide health care services to Members who are hospitalized as of the termination date until such Member is discharged. IPN Providers shall be reimbursed for services performed after termination at the rates outlined in Exhibit B.

9.3 Either party may terminate this Agreement upon ten (10) days written notice in the event the other party loses licensure or other governmental authorization necessary to perform this Agreement; or fails to have insurance as required under Section 2.2 of this Agreement.

9.4 Either party may terminate this Agreement upon sixty (60) days written notice in the event of a material breach of this Agreement by the other party, except that such a termination will not take effect if the breach is cured within sixty (60) days after notice of the termination.

9.5 Notwithstanding any provision of this Article IX, Trilogy upon written notice may terminate an IPN Provider immediately in the event either:

- 9.5.1 presents or causes to be presented to Trilogy a false or fraudulent claim or any proof in support of such claim, or prepares, makes or subscribes to a false or fraudulent account, certificate, affidavit, proof of loss or other document or writing in support of a claim made to Trilogy, for or on behalf of any Member;
- 9.5.2 Is convicted of violating Wis. Stat. § 943.395, or any similar statute of another state or jurisdiction,
- 9.5.3 Is convicted of a felony or misdemeanor involving sexual misconduct,
- 9.5.5 Fails to maintain the confidentiality of Member information and/or patient health care records, or

9.5.6 IPN Provider is seeking or collecting payment from a Member in violation of section 5.5.

9.6 IPN may terminate this Agreement at any time by giving Trilogy sixty (60) days written notice if Trilogy commits a material breach of a provision of this Agreement. Material breach shall include, but not be limited to:

9.6.1 Trilogy files any petition under any bankruptcy law or consents to the institution of any files for bankruptcy, (ii) is adjudicated bankrupt, (iii) becomes insolvent or (iv) is otherwise unable to pay its debts as they mature; or

9.6.2 Trilogy fails to maintain the confidentiality of Member information and/or patient health care records or

9.6.3 Trilogy does not consistently pay IPN Providers as specified in Article V.

9.7 In the event an IPN Provider is reprimanded, or has his, her or its license limited, suspended or revoked, IPN Provider shall give notice to Trilogy within ten (10) days of becoming aware of such action. Further, IPN shall notify Trilogy within ten (10) days of receiving notification of the commencement of any civil or criminal action, including any professional liability suit, brought against IPN or any IPN Providers of the Group, or any settlement thereof. Any notification required by this section shall be sent to the attention of Trilogy's Medical Director. Failure to provide any required notification shall be considered a material breach of this Agreement.

9.8 Termination of this Agreement shall not relieve the parties of any obligation owed to each other or relieve the parties of any other obligations of this Agreement that continue past or survive the termination of this Agreement. The provisions of this Agreement shall continue to apply to any such obligations with the exception of reimbursement following termination.

9.9 In the event IPN terminates this Agreement, or an IPN Provider terminates his, her, or its relationship with IPN or otherwise becomes unavailable to Members, IPN Provider shall use reasonable efforts to notify affected Members of the termination of such provider prior to the effective date of such termination.

9.10 In the event IPN Provider desires to close his/her panel to Members when Provider is not closing his/her panel to other patients, IPN Provider shall notify IPN in writing forty-five (45) days in advance of such closure. IPN will in turn notify Trilogy as soon as reasonably possible of the closing.

ARTICLE X

MISCELLANEOUS

10.1 Trilogy and IPN acknowledge and agree that this Agreement is not one to insure or indemnify and each of them is solely responsible for its own negligence, acts or omissions.

10.2 No provision of this Agreement is intended to create, nor shall it be deemed or construed to create, any relationship between the parties to this Agreement other than that of independent contractors contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.

10.3 None of the parties hereto, nor any of their respective employees, agents or representatives, shall be construed to be the agent, employee or representative of the other.

10.4 Trilogy retains exclusive rights to the name "Trilogy Health Insurance, Inc." along with any distinctive trademarks, service marks or symbols that may hereafter be adopted. IPN agrees not to use the names, trademarks or symbols of Trilogy or the Program in any manner without the prior written consent of Trilogy. Notwithstanding this, Trilogy agrees that IPN and IPN Providers may use Trilogy's name in its listing of accepted managed care plans. Upon termination of this Agreement, IPN and IPN Providers shall immediately discontinue all use of such names, trademarks or symbols.

10.5 IPN consents to the use of its IPN Providers name(s), address(s) and telephone number(s) in any published provider listing as defined in Exhibit A by Trilogy for the purpose of encouraging Member's use of the services of IPN. With the exception of any provider listing or directory, Trilogy shall not utilize the trade names or trademarks of Providers in any announcements or promotional materials, regardless of medium, without the prior written consent of IPN. Upon termination of this Agreement, Trilogy shall immediately discontinue all use of such names, trademarks or symbols.

10.6 Neither Trilogy or IPN may assign, transfer or subcontract its rights, responsibilities or obligations under this Agreement without prior written consent of both parties, except that Trilogy or IPN may assign its rights, responsibilities or obligations under this Agreement to an affiliate.

10.7 Any notice which by the terms of this Agreement may be given to either party shall be in writing and shall be sent by United States mail addressed as follows:

To Trilogy: Trilogy Health Insurance, Inc.
 Attn: President/CEO
 18000 W. Sarah Ln. #310
 Brookfield, WI 53045

To IPN: Independent Physicians Network, Inc.
 Attn: Board President
 6767 W. Greenfield Ave., Suite 300
 Milwaukee, WI 53214

A party's address may be changed at any time by notice given to the other party as provided in this section.

10.8 The parties shall not commence any action at law or equity against each other to recover on any legal or equitable claim arising out of this Agreement more than two (2) years after the events which gave rise to such claim occurred.

10.9 This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, oral or written, between the parties pertaining to the subject matter hereof. There are no other warranties, representations or agreements except as specifically set forth herein.

10.10 The failure of any of the parties to insist upon strict performance of any of the terms of this Agreement shall not be deemed a waiver of any of their respective rights or remedies and shall not be deemed a waiver of any subsequent breach of, or default in, any of the terms contained in this Agreement.

10.11 This Agreement shall be interpreted under the laws of the State of Wisconsin. If any clause, phrase, paragraph, section or Article of this Agreement shall be held to be invalid by any court of competent jurisdiction, the remaining portions of this Agreement not affected thereby shall remain in full force and effect so long as the material rights and obligations of the parties are not adversely affected.

10.12 Neither party shall be liable for any failure or delay in its performance under this Agreement that is due in whole or in part to any cause beyond its control.

10.13 The parties to this Agreement recognize and acknowledge the proprietary nature of information and materials made available and disclosed by the parties in performance of this Agreement. By this Agreement, both parties agree not to disclose to any other person, entity or party which is not an affiliate or subsidiary, any of the proprietary information provided, disclosed or made available to either party pertaining to the operations and business of the other party, including, without limitation, the compensation rates set forth in this Agreement or any Attachments hereto, and any other terms of this Agreement all of which are marked as confidential, without the prior written consent of the other party. Notwithstanding the foregoing, and irrespective of benefit coverage, IPN Providers shall not be prohibited from or penalized for engaging in provider-patient communications related to treatment alternatives, coverage appeal decisions, reimbursement incentives or other communications necessary to maintain the provider-patient relationship. This section shall survive the termination or expiration of this Agreement.

10.14 This Agreement may be amended at any time by mutual written agreement of the parties.

10.15 Any capitalized headings preceding the text of the Articles hereto are inserted solely for the convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect.

10.16 This Agreement is nonexclusive as to both Trilogy and IPN and shall not interfere with the right of either to enter similar agreements with other parties.

IN WITNESS WHEREOF, the parties have executed this Agreement intending to be bound from the effective date set forth in this Agreement.

INDEPENDENT PHYSICIANS NETWORK, INC.
6767 W. Greenfield Ave. Suite 300
Milwaukee, WI 53214

By: 

Print Name: Ajit Parekh, M.D.

Title: Board President

Date: 1/16/13

TRILOGY HEALTH INSURANCE, INC.
18000 W. Sarah Ln. #310
Brookfield, WI 53046

By: 

Print Name: William D. Felsing

Title: President and CEO

Date: 1/17/13

EXHIBIT A
to the
NETWORK AGREEMENT FOR
PHYSICIAN SERVICES
between
TRILOGY HEALTH INSURANCE, INC.
and
INDEPENDENT PHYSICIANS NETWORK, INC.

Current IPN Roster

EXHIBIT B
to
NETWORK AGREEMENT
FOR
PHYSICIAN SERVICES
between
TRILOGY HEALTH INSURANCE, INC.
and
INDEPENDENT PHYSICIANS NETWORK, INC.

Set forth herein are the financial terms for the Agreement between Trilogy and IPN with respect to Trilogy's Programs effective February 1, 2013.

1. Fee Schedule

Trilogy shall reimburse IPN's Providers for Covered Services under this Agreement pursuant to the IPN Fee Schedule as attached in Exhibit B-1. Trilogy will update changes to the State of Wisconsin physician Medicaid fee schedule effective within 90 days from the State publication date. Trilogy agrees to allow IPN to increase the IPN Fee Schedule to a minimum of the higher of:

- a. [REDACTED]
- b. [REDACTED]

Any Covered Services not appearing on the applicable State of Wisconsin fee schedule shall be reimbursed at [REDACTED] of Provider's billed charges plus any applicable modifiers.

In the event the BadgerCare Plus and/or Medicaid SSI fee-for-service rate is adjusted by DHS on a retrospective basis, the revised rate will only be applied to claims received after the notification date. No retroactive adjustment to previous claim payments will be made. Trilogy will update rates within thirty (30) days from notification from the DHS. These changes will be documented via correspondence per the notice provision in Section 10.7 of the Agreement.

Trilogy may deduct from payment any applicable deductible, copayments and coinsurance. IPN Provider may bill Members for deductibles, copayments, and coinsurance pursuant to Section 5.7 of the Agreement.

2. Surplus Sharing

Trilogy agrees to institute a pay for performance incentive program with IPN effective the first of the month in which the number of Trilogy Members assigned to IPN Primary Care Providers is greater than [REDACTED]. The incentive program will be a surplus share program. Details of the surplus share program are outlined in Exhibit B-2.

EXHIBIT B-1
to
NETWORK AGREEMENT
FOR
PHYSICIAN SERVICES
between
TRILOGY HEALTH INSURANCE, INC.
and
INDEPENDENT PHYSICIANS NETWORK, INC.

IPN Fee Schedule

The IPN Fee Schedule has been provided in electronic format. A copy of which may be requested at any time.

EXHIBIT B-2
to
NETWORK AGREEMENT
FOR
PHYSICIAN SERVICES
between
TRILOGY HEALTH INSURANCE, INC.
and
INDEPENDENT PHYSICIANS NETWORK, INC.

Surplus Sharing Program

1. Definitions.

- a. The "Trilogy Administrative Rate" means the percentage amount of the monthly gross capitation amount for Trilogy Members as determined by the State that is to be withheld from the funding of the Medical Services Fund. The percentage [REDACTED]:

2. Medical Services Fund.

1.1 Funding.

- a. The Medical Services Fund will be calculated on a monthly basis in an amount equal to the following for all Members assigned to IPN Primary Care Providers:

- i. [REDACTED]
- ii. [REDACTED]
- iii. [REDACTED]
- iv. [REDACTED]
- v. [REDACTED]
- vi. [REDACTED]
- vii. [REDACTED]
- viii. [REDACTED]
- ix. [REDACTED]
- x. [REDACTED]
- xi. [REDACTED]

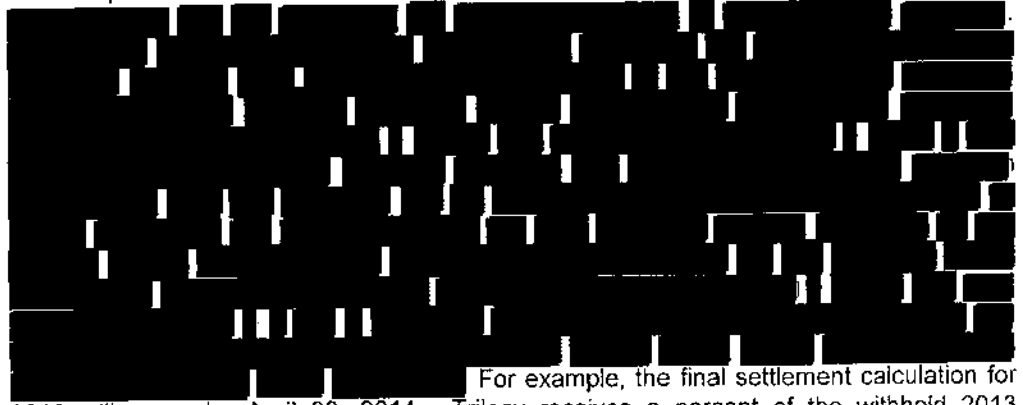
1.2. Calculation and Payment.

- a. Surplus Advance. By December 10th of each Contract Year, Trilogy shall make an estimate of the final Medical Services Fund surplus, if any, for the current Contract Year, according to the terms and conditions set forth herein. Trilogy acknowledges that IPN relies on Trilogy to make its best estimate of the Medical Services Fund surplus or deficit, and that such estimate will include an IBNR factor.

b. If the estimate of the final Medical Services Fund results in a projected surplus, Trilogy agrees to advance to IPN the cash equivalent of IPN's share of the current year's Medical Services Fund surplus ("the Surplus Advance"). The Surplus Advance will be paid no later than December 10th of the Contract Year unless otherwise mutually agreed to by the parties. IPN's share of the Medical Services Fund shall be equivalent to [REDACTED] of any surplus.

c. Final Medical Services Fund Calculation and Payment.

i. Trilogy Agrees to complete and deliver to IPN a calculation of the final Medical Services Fund surplus or deficit no later than April 30th of each year for the prior calendar year. [REDACTED]



For example, the final settlement calculation for 2013 will occur by April 30, 2014. Trilogy receives a percent of the withheld 2013 Capitation Payment from DHS in September of 2014. The DHS payment will then be credited to the 2014 Medical Services Fund. Trilogy agrees that the estimate of Unpaid Claims Reserves is subject to review by IPN's independent auditors.

ii. If the calculated amount of IPN's share of the final Medical Services Fund surplus for the previous contract year is in excess of the Surplus Advance amount for the previous contract year as described in Section 1.2(a) above, then Trilogy shall pay to IPN the excess within fifteen (15) days of the delivery of the final Medical Surplus Fund calculation.

iii. If the calculated amount of IPN's share of the final Medical Services Fund surplus for the previous contract year is less than the Surplus Advance amount for the previous contract year as described in Section 1.2(a) above, the Surplus Advance overpayment amount shall be either i) offset against the current year's Medical Services Fund Surplus Advance amount, or ii) upon determination that no Surplus Advance amount is payable for the current year by offset against the subsequent year's Medical Services Fund Surplus Advance amount.

iv. IPN reserves the right to review and audit all claims and calculations that are part of each annual Medical Services Fund calculation. Trilogy will provide IPN will all claim data needed to perform such review/audit.

d. Trilogy agrees to assume all risk for any deficit in the Medical Services Fund. Trilogy further agrees that IPN will have no financial obligation to Trilogy for deficits which may arise in the Medical Services Fund.

e. Payments for all Health Services will be made from the Medical Services Fund with IPN monitoring and correcting all payments prior to the payment being made to any Participating Provider.

f. Any IPN Claims with dates of service during all prior years which are processed and paid after the settlement on each April 30th will be the financial responsibility of Trilogy. The parties shall consider such Claims as fully settled and shall not seek further adjustments, if any, unless otherwise mutually agreed to by both parties.

- 1.3. Medical Services Fund & Termination of Agreement. The calculation of the final surplus settlement shall be consistent with the timelines noted above.

EXHIBIT C
to
NETWORK AGREEMENT
FOR
PHYSICIAN SERVICES
between
TRILOGY HEALTH INSURANCE, INC.
and
INDEPENDENT PHYSICIANS NETWORK, INC.

Notice Required by Wisconsin Statute 609.94

NOTICE
THIS NOTICE DESCRIBES HOLD-HARMLESS PROVISIONS WHICH AFFECT YOUR ABILITY
TO SEEK RECOURSE AGAINST HMO ENROLLEES FOR PAYMENT FOR SERVICES

Section 609.94, Wis. Stat., requires each health maintenance organization insurer (HMO) to provide a summary notice to all of its participating providers of the statutory limitations and requirements in Sections 609.91 to 609.935, and 609.97 (1), Wis. Stat.

SUMMARY

Under Wisconsin law a health care provider may not hold HMO enrollees liable for costs covered under an HMO policy if the provider is subject to statutory provisions which "hold harmless" the enrollees. For most health care providers application of the statutory hold-harmless is "mandatory" or it applies unless the provider elects to "opt-out." A provider permitted to "opt-out" must file timely notice with the Wisconsin Office of the Commissioner of Insurance ("OCI").

Some types of provider care are subject to the statutes only if the provider voluntarily "opts-in." An HMO may partially satisfy its regulatory capital and surplus requirements if health care providers elect to remain subject to the statutory hold-harmless provisions.

This notice is only a summary of the law. Every effort has been made to accurately describe the law. However, if this summary is inconsistent with a provision of the law or incomplete, the law will control.

Filings for exemption with OCI must be on the prescribed form to be effective.

HOLD HARMLESS

A health care provider who is subject to the statutory hold-harmless provisions is prohibited from seeking to recover health care costs from an enrollee. The provider may not bill, charge, collect a deposit from, seek remuneration or compensation from, file or threaten to file with a credit reporting agency or have any recourse against an enrollee or any person acting on the enrollee's behalf, or health care costs for which the enrollee is not liable. The prohibition on recovery does not affect the liability of an enrollee for any deductibles or copayments, or for premiums owed under the policy or certificate issued by the HMO.

- A. **MANDATORY FOR HOLD HARMLESS.** An enrollee of an HMO is not liable to a health care provider for health care costs which are covered under a policy issued by that HMO if:
- 1 Care is provided by a provider who is an affiliate of the HMO, owns at least 5% of the voting securities of the HMO, is directly or indirectly involved with the HMO through direct or indirect selection of or representation by one or more board members, or is an Individual Practice Association ("IPA") and is represented, or an affiliate is represented, by one of at least three HMO board members who directly or indirectly represent one or more Independent Practice Associations ("IPAs") or affiliates of IPAs; or,

2. Care is provided by a provider under a contract with or through membership in an organization identified in 1; or
 3. To the extent the charge exceeds the amount the HMO has contractually agreed to pay the provider for that health care service; or
 4. The care is provided to an enrolled medical assistance recipient under a Department of Health Services prepaid health care policy.
 5. The care is required to be provided under the requirements of s. Ins 9.35, Wis. Adm. Code.
- B. "OPT-OUT" HOLD HARMLESS. If the conditions described in A do not apply, the provider will be subject to the statutory hold harmless unless the provider files timely election with OCI to be exempt if the health care meets any of the following:
1. Provided by a hospital or an IPA; or
 2. A physician service, or other provider services, equipment, supplies or drugs that are ancillary or incidental to such services and are provided under a contract with the HMO or are provided by a provider selected by the HMO; or
 3. Provided by a provider, other than a hospital, under a contract with or through membership in an IPA that has not elected to be exempt. Note that only the IPA may file election to exempt care provided by its member providers from the statutory hold harmless. (See Exemptions and Elections, No. 4.)
- C. "OPT-IN" HOLD HARMLESS. If a provider of health care is not subject to the conditions described in A or B, the provider may elect to be subject to the statutory hold-harmless provisions by filing a notification with OCI stating that the provider elects to be subject with respect to any specific HMO. A provider may terminate such a notice of election by stating the termination date in that notice or in a separate notification.

CONDITIONS NOT AFFECTING IMMUNITY

An enrollee's immunity under the statutory hold harmless is not affected by any of the following:

1. Any agreement entered into by a provider, an HMO, or any other person, whether oral or written, purporting to hold the enrollee liable for costs (except a notice of election or termination permitted under the statute);
2. A breach of or default on any agreement by the HMO, or any other person to compensate the provider for health care costs for which the enrollee is not liable;
3. The insolvency of the HMO or any person contracting with the HMO, or the commencement of insolvency, delinquency or bankruptcy proceedings involving the HMO or other persons which would affect compensation for health care costs for which an enrollee is not liable under the statutory hold harmless;
4. The inability of the provider or other person who is owed compensation to obtain compensation for health care costs for which the enrollee is not liable;
5. Failure by the HMO to provide notice to providers of the statutory hold-harmless provisions;
6. Any other conditions or agreement existing at any time.

EXEMPTIONS AND ELECTIONS

Hospitals, IPAs, and providers of physician services who may "opt-out" may elect to be exempt from the statutory hold harmless and prohibition on recovery of health care costs under the following conditions and with the following modifications:

1. If the hospital, IPA, or other provider has a written contract with the HMO, the provider must within thirty (30) days after entering into that contract provide a notice to OCI of the provider's election to be exempt from the statutory hold-harmless and recovery limitations for care under the contract.
2. If the hospital, IPA, or other provider does not have a contract with an HMO, the provider must notify OCI that it intends to be exempt with respect to a specific HMO and must provide that notice for the period January 1, 1990, to December 31, 1990, at least sixty (60) days before the health care costs are incurred; and must provide that notice for health care costs incurred on and after January 1, 1991, at least 90 days in advance.
3. A provider who submits a notice of election to be exempt may terminate that election by stating a termination date in the notice or by submitting a separate termination notice to OCI.
4. The election by an IPA to be exempt from the statutory provisions, or the failure of an IPA to so elect, applies to costs of health care provided by any provider, other than a hospital, under contract with or through membership in the IPA. Such a provider, other than a hospital, may not exercise an election separately from the IPA. Similarly, an election by a clinic to be exempt from the statutory limitations and restrictions or the failure of the clinic to elect to be exempt applies to costs of health care provided by any provider through the clinic. An individual provider may not exercise an election to be exempt separate from the clinic.
5. The statutory hold-harmless "opt-out" provision applies to physician services only if the services are provided under a contract with the HMO or if the physician is a selected provider for the HMO, unless the services are provided by a physician for a hospital, IPA or clinic which is subject to the statutory hold-harmless "opt-out" provision.

NOTICES

All notices of election and termination must be in writing and in accordance with rules promulgated by the Commissioner of Insurance. All notices of election or termination filed with OCI are not affected by the renaming, reorganization, merger, consolidation or change in control of the provider, HMO, or other person. However, OCI may promulgate rules requiring an informational filing if any of these events occur.

Notices to the Office of the Commissioner of Insurance must be written, on the prescribed form, and received at the Office's current address:

P. O. Box 7873, Madison, WI 53707-7873

HMO INSURER CAPITAL AND SECURITY SURPLUS

Each HMO is required to meet minimum capital and surplus standard ("compulsory surplus requirements"). These standards are higher if the HMO has fewer than 90% of its liabilities covered by the statutory hold-harmless. Specifically, beginning January 1, 1992, the compulsory surplus requirement shall be at least the greater of \$750,000 or 6% of the premiums earned by the HMO insurer in the last 12 months if its covered liabilities are 90% or more. In addition to capital and surplus, and HMO insurer must also maintain a security surplus in the amount set by the Commissioner of Insurance.

FINANCIAL INFORMATION

An HMO is required to file financial statements with OCI. You may request financial statements from the HMO. OCI also maintains files of HMO financial statements that can be inspected by the public.

EXHIBIT D
to the
NETWORK AGREEMENT
FOR
PHYSICIAN SERVICES
between
TRILOGY HEALTH INSURANCE, INC.
and
INDEPENDENT PHYSICIANS NETWORK, INC.

WISCONSIN MEDICAID PROGRAM REQUIREMENTS

IPN/IPN Provider agrees to abide by all applicable provisions in the "Contract for BadgerCare Plus and/or Medicaid SSI HMO Services Between the HMO and The Wisconsin Department of Health Services" ("DHS Contract"). Compliance with such provisions specifically includes but is not limited to the requirements specified below.

1. **Access to Care.** IPN/IPN Provider agrees not to create barriers to access to care by imposing requirements on Members that are inconsistent with the provision of medically necessary and covered BadgerCare Plus and/or Medicaid SSI benefits (e.g., COB recovery procedures that delay or prevent care).
2. **Access to Premises.** IPN/IPN Provider 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 provider, and administrative records. IPN Provider agrees otherwise to preserve the full confidentiality of medical records in accordance with this the DHS Contract.
3. **Appeals for Non-Payment.** IPN/IPN Provider agrees to abide by the terms regarding appeals to Trilogy and to DHS regarding Trilogy's nonpayment for services providers render to Members.
4. **Confidentiality.** IPN/IPN Provider agrees that all information about a Member shall be treated as confidential so as to comply with all applicable federal, state, and local laws, rules, regulations and Medicaid requirements including, but not limited to the Health Insurance Portability and Accountability Act of 1996, and all rules and regulations promulgated hereunder. In addition, IPN Provider agrees to abide by the confidentiality requirements established by Trilogy and by the Medicaid program as set forth at 42 CFR 422.118.
5. **Confidentiality of Family Planning.** IPN/IPN Provider agrees to ensure confidentiality of family planning services which state that all information and medical records relating to family planning shall be kept confidential including those of a minor.
6. **Cultural Competency.** IPN/IPN Provider agrees to abide by Trilogy's policies on cultural competency which state that the provider agrees to address the special health needs of Members who are low income or Members of specific population groups needing specific culturally competent services. IPN/IPN Provider 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.
7. **Delegation.** In the event that Trilogy and IPN/IPN Provider agree that Trilogy will delegate certain of its responsibilities under a Medicaid contract to IPN/IPN Provider, IPN/IPN Provider agrees that any such delegation shall be in a manner consistent with the standards set forth under the DHS Contract. IPN/IPN Provider agrees that Trilogy, consistent with obligations under the Medicaid program, may revoke this delegation and/or terminate the Agreement if IPN/IPN Provider does not perform satisfactorily or if any of

IPN/IPN Provider's reporting and disclosure obligations is not fully met in a timely manner. For all delegated IPN/IPN Provider Credentialing/Rec credentialing activities, Trilogy retains the right to approve, suspend, or terminate any provider selected by the delegated entity.

8. **Grievances**. IPN/IPN Provider agrees to notify Trilogy when a grievance is received according to Trilogy's grievance procedure and to forward, medical records pursuant to grievances filed with Trilogy against the IPN/IPN Provider with 15 business days of Trilogy's request for such records. If the provider does not meet the 15 business day requirement, the IPN/IPN Provider must explain why and indicate when the medical records will be provided.
9. **Marketing Material**. IPN/IPN Provider agrees to abide by Trilogy's marketing/informing requirements. IPN/IPN Provider will forward to Trilogy for prior approval all flyers, brochures, letters and pamphlets the provider intends to distribute to Trilogy's Members concerning IPN/IPN Provider's HMO affiliation(s), or changes in affiliation, or relating directly to the BadgerCare Plus and/or Medicaid SSI population. IPN/IPN Provider will not distribute any "marketing" or member informing materials without the consent of Trilogy and DHS
10. **Medical Records**. IPN/IPN Provider agrees to the requirements for maintenance and transfer of medical records stipulated in the DHS Contract or other IPA 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.
11. **Non-Discrimination in Employment**. IPN/IPN Provider agrees to not discriminate in employment and to comply with all applicable federal and state laws relating to non-discrimination and equal employment opportunity including Wis. Stats., s.16.765, Federal Civil Rights Act of 1964, regulations issued pursuant to that Act and the provisions of Federal Executive Order 11246 dated September 26, 1985, and ensure physical and program accessibility of all services to persons with physical and sensory disabilities pursuant to Section 504 of the Federal Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable Department regulations (45 CFR part 84) and all guidelines and interpretations issued pursuant thereto, and the provisions of the Age Discrimination and Employment Act of 1967 and Age Discrimination Act of 1975.
12. **Non-Discrimination in Service Provision**. IPN/IPN Provider agrees to comply with all non-discrimination requirements as specified in the DHS Contract which includes, but is not limited to Title XIX of the Social Security Act and Title 42 of the CFR. IPN/IPN Provider agrees to not discriminate in the provision of services or benefits on the basis of age, color, disability, national origin, race, religion or sex/gender. This policy covers enrollment, access to services, facilities, and treatment for all programs and activities.
13. **Oversight and Accountability**. IPN/IPN Provider acknowledges that Trilogy is accountable to the Wisconsin Department of Health Services (DHS) for the functions and responsibilities described in the DHS Contract and regulatory standards. IPN/IPN Provider further acknowledges that Trilogy shall oversee and monitor IPN/IPN Provider's performance on an ongoing basis. IPN/IPN Provider agrees that any services provided by IPN Provider to Members will be consistent with and will comply with Trilogy's contractual obligations to DHS.
14. **Policies and Procedures**. IPN/IPN Provider agrees to comply with all applicable policies and procedures of Trilogy, as described generally in Trilogy's provider manual.
15. **Prohibition from Billing Members**. IPN Provider agrees not to bill BadgerCare Plus and/or Medicaid SSI members for medically necessary services covered under the DHS Contract and provided during the Members' period of Trilogy enrollment. IPN Provider also agrees not to 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. IPN Provider understands for BadgerCare Plus and Medicaid SSI any provider who knowingly and willfully

bills a BadgerCare Plus and Medicaid SSI member for a covered service shall be guilty of a felony and upon conviction shall be fined, imprisoned, or both, as defined in Section 1128B.(d)(1) [42 U.S.C. 1320a-7b] of the Social Security Act and Wis. Stats. 49.49(3m). However, if a member agrees in advance in writing to pay for a service not covered by BadgerCare Plus and/or Medicaid SSI, then the IPN Provider may bill the member.

The standard release form signed by the Member at the time of services does not relieve the IPN Provider from the prohibition against billing a Member in the absence of a knowing assumption of liability for a non-BadgerCare Plus and/or Medicaid SSI covered service. The form or other type of acknowledgment relevant to a Member's liability must specifically state the admissions, services, or procedures that are not covered by BadgerCare Plus and/or Medicaid SSI.

IPN Provider may not bill a Medicaid SSI Member for co-payments and/or premiums for medically necessary services provided during the Member's period of HMO enrollment.

16. **Provider Appeals.** IPN/IPN Provider agrees to comply with the provider appeal policies and procedures supplied by Trilogy in the Provider Procedure Manual regarding appeals to Trilogy and DHS regarding Trilogy's nonpayment for services providers render to Members.
17. **Provision of Emergency or Urgent Care.** IPN Provider agrees to abide by the terms of the DHS Contract for the timely provision of emergency and urgent care. Where applicable, IPN Provider 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 DHS Contract.
18. **Retention of Authority.** IPN/IPN Provider agrees that no terms of this contract are valid which terminate the legal liability of Trilogy.
19. **Retention of Records.** IPN/IPN Provider agrees to comply with all record retention requirements and, where applicable, the special compliance requirements on abortions, sterilizations, hysterectomies, and HealthCheck reporting requirements.
20. **Submission of Data** IPN/IPN Provider agrees to submit HMO encounter data, if applicable, in the format specified by Trilogy, so that Trilogy can meet the Department specifications required by the DHS 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.
21. **Use of Medicaid Providers.** IPN/IPN Provider uses only BadgerCare Plus and/or Medicaid SSI certified providers in accordance with the DHS Contract.
22. **Use of Restraints.** IPN Provider 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.

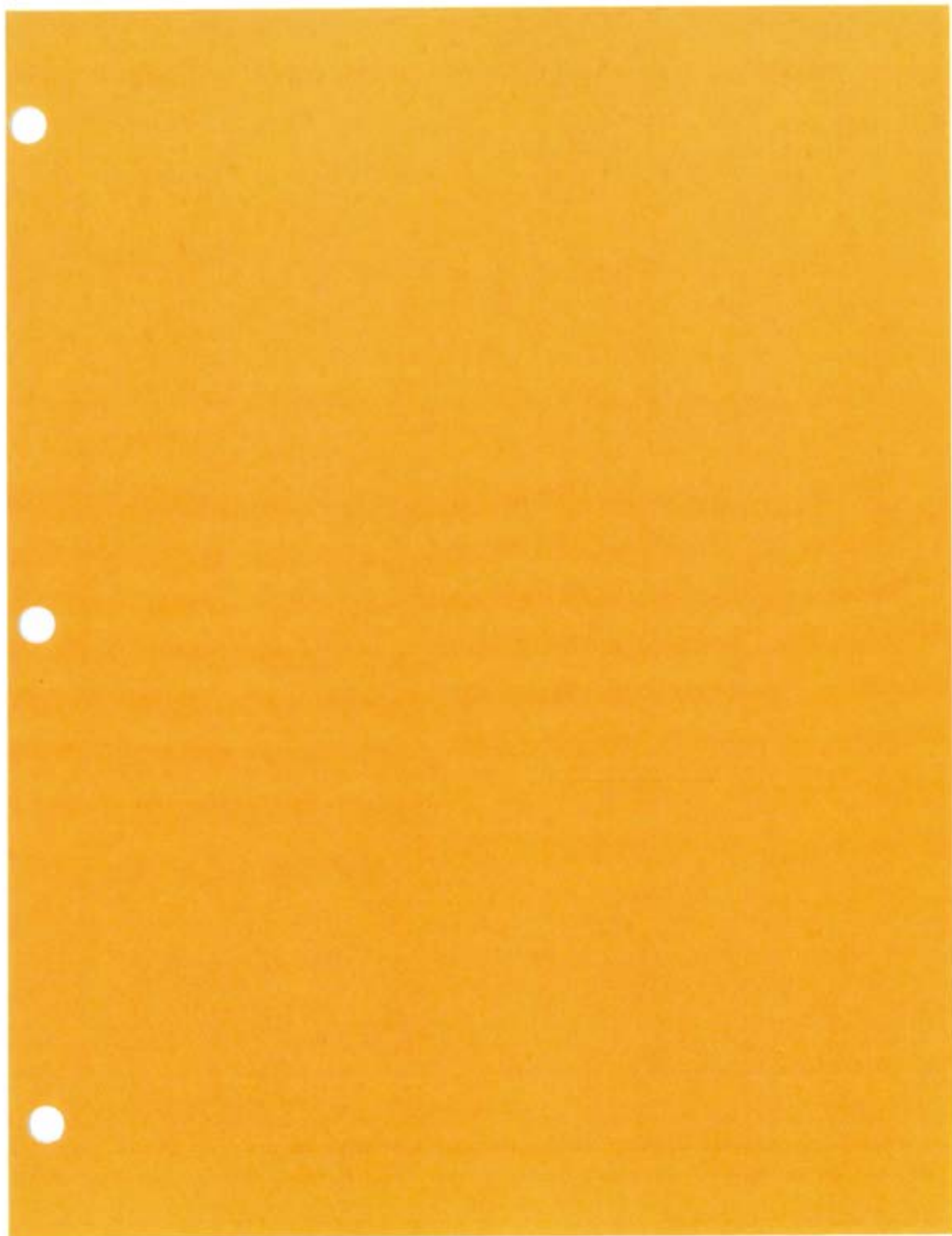
EXHIBIT E
to
NETWORK AGREEMENT
FOR
PHYSICIAN SERVICES
between
TRILOGY HEALTH INSURANCE, INC.
and
INDEPENDENT PHYSICIANS NETWORK, INC.

Managed Care Plan Requirements for Continuity of Care

Section 609.24, Wisconsin Statutes, and section Ins 9.35, Wisconsin Administrative Code, set forth the continuity of care requirement that applies to all managed care plans that operate in Wisconsin, including HMOs, PPOs and LSHOs. The continuity of care requirement applies to primary care providers, specialists and hospitals that contract with managed care plans. The purpose of the requirement is to ensure that patients enrolled in managed care plans may continue treatment with a provider for a specified period of time if the relationship between a provider and the managed care plan terminates. During this period of time, the managed care plan must continue providing coverage and reimbursing the provider for services rendered. However, a managed care plan is not required to provide continued coverage for a provider's services if the provider no longer practices in the plan's geographic service area or if the contract is terminated due to provider misconduct.

In accordance with Wisconsin law, Trilogy Health Insurance, Inc. ("Trilogy", also referred to as "HMO"), will apply the continuity of care requirement as detailed below. However, if a provider contract provides for a longer continuation period than required by the law, the contractual provision will apply.

1. **If a provider is a primary care provider**, the enrollee may continue to receive medically necessary covered services from the provider until the next renewal date of the plan or until the end of the plan year for which it was represented that the provider was or would be a participating provider.
2. **If a provider is a specialist, including a hospital**, an enrollee who is in the course of treatment may continue to receive medically necessary covered services for the remainder of the course of treatment or for 90 days after the contract terminates, whichever is shorter.
3. A pregnant woman in her second or third trimester may continue treatment with a provider for medically necessary covered services until the completion of postpartum care for the woman and the infant.
4. Trilogy will notify its Members when a treating provider's contract terminates and will describe the Members' options for receiving continued care from the provider.
5. Providers will be reimbursed for medically necessary covered services during the continuation of care period according to the rates that were in effect at the time the contract terminated.



AMENDMENT TO NETWORK AGREEMENT FOR PHYSICIAN SERVICES
between
TRILOGY HEALTH INSURANCE, INC.
and
INDEPENDENT PHYSICIANS NETWORK, INC.

Effective January 1, 2016 the Network Agreement for Physician Services between Trilogy Health Insurance, Inc. (Trilogy) and Independent Physicians Network, Inc. (IPN) is amended as follows:

1. **EXHIBIT B, Section 2 – SURPLUS SHARING** is deleted in its entirety and is replaced as follows:

2. Surplus Sharing

Trilogy agrees to institute a pay for performance incentive program with IPN effective January 1, 2016. The incentive program will be a surplus share program. Details of the surplus share program are outlined in Exhibit B-2.

2. **EXHIBIT B-2 – SURPLUS SHARING PROGRAM** is deleted in its entirety and is replaced as follows:

EXHIBIT B-2
to
NETWORK AGREEMENT
FOR
PHYSICIAN SERVICES
between
TRILOGY HEALTH INSURANCE, INC.
and
INDEPENDENT PHYSICIANS NETWORK, INC.

Surplus Sharing Program

1. Medical Services Fund.

- 1.1 [REDACTED] Fund [REDACTED]
 - i. [REDACTED]
 - ii. [REDACTED]
 - iii. [REDACTED]
 - iv. [REDACTED]
 - v. [REDACTED] s [REDACTED]
 - vi. [REDACTED]

vii. [REDACTED]

viii. [REDACTED]

ix. [REDACTED]

x. [REDACTED]

xi. [REDACTED]

xii. [REDACTED]

xiii. [REDACTED]

1.2. Calculation and Payment.

- a. Surplus Advance. By December 10th of each Contract Year, Trilogy shall make an estimate of the final Medical Services Fund surplus, if any, for the current Contract Year, according to the terms and conditions set forth herein. Trilogy acknowledges that IPN relies on Trilogy to make its best estimate of the Medical Services Fund surplus or deficit, and that such estimate will include an IBNR factor. Both Parties acknowledge that the surplus calculation is only a best estimate based on financial results through October of any year and annualized through twelve months.
- b. If the estimate of the final Medical Services Fund results in a projected surplus, Trilogy agrees to advance to IPN the cash equivalent of IPN's share of the current year's Medical Services Fund surplus ("the Surplus Advance"). The Surplus Advance will be paid no later than December 10th of the Contract Year unless otherwise mutually agreed to by the parties. IPN's share of the Medical Services Fund shall be equivalent to [REDACTED] of any surplus.
- c. Final Medical Services Fund Calculation and Payment.

- i. Trilogy Agrees to complete and deliver to IPN a calculation of the final Medical Services Fund surplus or deficit no later than April 30th of each year for the prior calendar year. [REDACTED]

[REDACTED]

For example, the final settlement calculation for 2016 will occur by April 30, 2017. Trilogy receives a percent of the withheld 2016 Capitation Payment from

DHS in the fourth quarter of 2017. The DHS payment will then be credited to the 2017 Medical Services Fund. Trilogy agrees that the estimate of Unpaid Claims Reserves is subject to review by IPN's independent auditors.

- ii. If the calculated amount of IPN's share of the final Medical Services Fund surplus for the previous contract year is in excess of the Surplus Advance amount for the previous contract year as described in Section 1.2(a) above, then Trilogy shall pay to IPN the excess within fifteen (15) days of the delivery of the final Medical Surplus Fund calculation.
 - iii. If the calculated amount of IPN's share of the final Medical Services Fund surplus for the previous contract year is less than the Surplus Advance amount for the previous contract year as described in Section 1.2(a) above, the Surplus Advance overpayment amount shall be either i) offset against the current year's Medical Services Fund Surplus Advance amount, or ii) upon determination that no Surplus Advance amount is payable for the current year offset against the subsequent year's Medical Services Fund Surplus Advance amount.
 - iv. IPN reserves the right to review and audit all claims and calculations that are part of each annual Medical Services Fund calculation. Trilogy will provide IPN with all claim data needed to perform such review/audit.
 - d. Trilogy agrees to assume all risk for any deficit in the Medical Services Fund. Trilogy further agrees that IPN will have no financial obligation to Trilogy for deficits which may arise in the Medical Services Fund.
 - e. Payments for all Health Services will be made from the Medical Services Fund with IPN monitoring and correcting all payments prior to the payment being made to any Participating Provider.
 - f. Any Claims with dates of service during all prior years which are processed and paid after the settlement on each April 30th will be the financial responsibility of Trilogy. The parties shall consider such Claims as fully settled and shall not seek further adjustments, if any, unless otherwise mutually agreed to by both parties.
- 1.3. Medical Services Fund & Termination of Agreement. The calculation of the final surplus settlement shall be consistent with the timelines noted above.

In witness whereof, the parties have duly executed this Amendment as of the dates indicated below.

Trilogy Health Insurance, Inc.

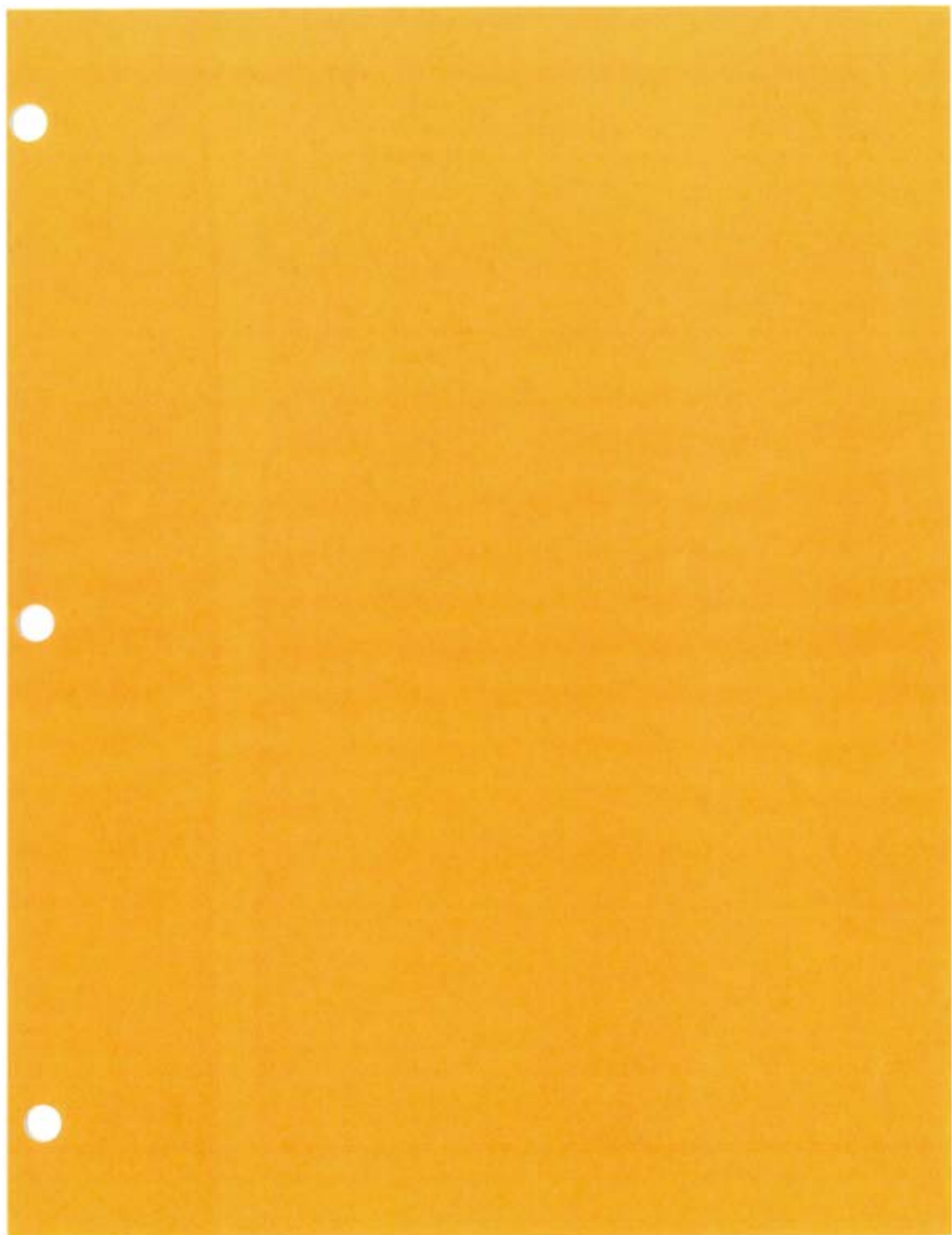
By: William Felsing
William Felsing
CEO

Date: 9-22-15

Independent Physicians Network, Inc.

By: Ajit Parekh
Ajit Parekh, M.D.
Board President

Date: 9/22/15



AMENDMENT TO NETWORK AGREEMENT FOR PHYSICIAN SERVICES
Between
TRILOGY HEALTH INSURANCE, INC.
And
INDEPENDENT PHYSICIANS NETWORK, INC.

Effective January 1, 2016 the Network Agreement for Physician Services between Trilogy Health Insurance, Inc. (Trilogy) and Independent Physicians Network, Inc. (IPN) is amended as follows:

1. **ARTICLE II – IPN’S RESPONSIBILITIES** – Section 2.8 is added as follows:
2.8 IPN will file a copy of its annual audited financial statements with the Office of the Commissioner of Insurance within 30 days after receipt of the report from its financial auditor.


In witness whereof, the parties have duly executed this Amendment as of the dates indicated below.

Trilogy Health Insurance, Inc.

By: 
William Felsing
CEO

Date: 7/27/2016

Independent Physicians Network, Inc.

By: 
Ajit Parekh, M.D.
Board President

Date: 7/27/2016