



Respect for our Customers

Responsiveness to their Needs

Responsibility for our Actions

**Memorandum of Understanding between Trilogy Health Insurance, Inc.
and
CITY OF MILWAUKEE HEALTH DEPARTMENT**

This Memorandum of Understanding, which includes the attached Memorandum of Understanding between City of Milwaukee Health Department Prenatal Care Coordinator Provider and Trilogy Health Insurance (collectively the "MOU") is between Trilogy Health Insurance, Inc. (Trilogy) and the undersigned Health Department (Provider) and becomes effective as of the date both parties have executed it.

The intent of the MOU is to provide limited health care services by Provider for Trilogy Members. This MOU is understood to include and reimburse Provider for Covered Services to Trilogy Members in which Trilogy contracts with the Wisconsin Department of Health Services for BadgerCare Plus HMO Services at Medicaid Fee-for-Service rates. Billable and non-billable services which may include one or more of the following: (Please check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Oral Health e.g. dental sealants, fluoride varnishes | <input type="checkbox"/> Prenatal Care Coordination Services (PNCC)
(If yes, complete the PNCC form) |
| <input type="checkbox"/> HealthCheck Exams and/or Interperiodic HealthCheck Screens | <input type="checkbox"/> Women, Infant and Children Services (WIC) |
| <input type="checkbox"/> Blood Lead Level Screening | <input type="checkbox"/> Targeted Case Management (TCM) |
| <input type="checkbox"/> Immunizations | <input type="checkbox"/> Care Coordination for Children with Special Needs |
| <input type="checkbox"/> Body Mass Index Identification | <input type="checkbox"/> Child Welfare Services |
| <input type="checkbox"/> Birth to Three | |

A. Provider agrees to:

1. Facilitate and/or provide the above indicated services for age appropriate Trilogy members who voluntarily present for services.
2. Interview Trilogy members to determine if/when the same or similar service has been provided in the recent past by Provider or by a primary care provider (PCP) to avoid duplication of services
3. Coordinate the services of its Lead Program (i.e. nursing follow up and coordination, outreach, and environmental inspections of the home) with PCP for the family of the lead toxic child and provide written reports to the PCP according to program guidelines.
4. Report to Trilogy network providers, on request, the results of all services provided by Provider with appropriate medical release form the patient/parent/legal guardian.
5. At all times encourage Trilogy members to seek medical care from their PCP.

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6. Provide appropriate assistance to Trilogy members who express difficulty in gaining access to the Trilogy network and/or to the PCP, contacting Trilogy Customer Service or Member Advocate at 855-530-6790 or advocate@scasmg.com.
7. Submit request for payment of Covered Services to Trilogy within one hundred twenty (120) days after the occurrence of all events necessary to establish the amount of the claim for payment on a completed CMS 1500 billing form (or its successors) and to accept the Medicaid Fee Schedule payment as payment in full.
8. Participate in Trilogy's Quality Assessment/Performance Improvement Program (QAPI).
9. Provide access to records for compliance with the State BadgerCare Plus contract for those services provided by Provider.
10. Include in Exhibit A complete information on locations covered under this agreement and billing information as requested.

B. Trilogy agrees to:

1. Allow Provider to provide agreed upon services for Trilogy members.
2. Accept referrals from Provider's staff to Trilogy network providers for Trilogy members who require follow up care.
3. Encourage Trilogy PCPs to follow the current Centers for Disease Control (CDC) recommendations for screening children for blood lead poisoning as well as recommendations for follow up of children who are identified as having elevated blood lead levels.
4. Encourage Trilogy network providers to use the Wisconsin Immunization Registry (WIR).
5. Reimburse Provider within thirty (30) days of receipt of a clean claim at Medicaid and Badgercare Plus Fee-for-Service rates. In the event the BadgerCare Plus fee-for-service rate is adjusted by DHS on a retrospective basis, the revised rate will be applied to claims received after the notification date. No retroactive adjustment to previous claim payments will be made.
6. Adjust previously paid claims to Provider until the account is clear in the event that DHS retroactively disenrolls a Trilogy member after services have been paid. In the event there are insufficient new claims to cover the amount owed Trilogy, Provider will be notified with a request for refund.

C. Other Terms

1. **Public Records Law.** Trilogy understands that Provider is bound by the Wisconsin Public Records Law, Wis. Stat. §19.21, et. seq. Pursuant to Wis. Stat. §19.36(3), Provider may be obligated to produce, to a third party, the records of Trilogy that are "produced or collected" by Trilogy under this MOU ("Records"). Trilogy is further directed to Wis. Stat. §19.21, et. seq, for the statutory definition of Records subject to disclosure under this paragraph, and Trilogy acknowledges that it has read and understands that definition. Irrespective of any other term of this MOU, Trilogy is (1) obligated to retain Records for seven years from the date of the Record's

creation, and (2) produce such Records to Provider if, in Provider's determination, Provider is required to produce the Records to a third party in response to a public records request. Trilogy's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this MOU, and Trilogy must defend and hold Provider harmless from liability due such breach.

2. Patient Privacy and Data Handling. This Subsection applies if Trilogy is provided by Provider, or collects under this MOU with Provider, any of the following: "protected health information" as defined by 45 CFR § 160.103 and Wis. Stat. §146.816; "registration records" or "treatment records" as defined in Wis. Stats. § 51.30; or "patient health care records" as defined in Wis. Stats. § 146.81 (collectively, "Patient Records"). Trilogy represents that (1) Trilogy is a "covered entity" for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), or (2) Trilogy is not a "covered entity," but has entered into a Business Associate Agreement with Provider, which is attached hereto. Trilogy, and any subcontractors, will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Wis. Stats. §§ 51.30, 146.816 and 146.82, when applicable. Trilogy further covenants and agrees that it will enter into a Business Associate Agreement as required by HIPAA with any subcontractor with access to Patient Records under this MOU, and will provide a copy of such subcontract to Provider prior to any subcontractor commencing to provide any services related to this MOU.
3. Confidentiality. All of the reports, studies, analysis, memoranda, information, records, and related data and materials created as a result of this MOU (the "Documents") are confidential and Trilogy agrees that it will not, without prior written approval from Provider, make the Documents available to any individual, agency, public body or organization except as required by the MOU or as may be required by any applicable law or legal process. Upon request of Provider, Trilogy shall deliver all Documents to Provider and then destroy all copies of the Documents, whether in written, electronic or other form or media, in a commercially reasonable manner and also certify in writing to Provider that all Documents have been returned to Provider and destroyed in a commercially reasonable manner at no cost to Provider. Trilogy shall comply with all directions provided by Provider with respect to the return and destruction of the Documents within fourteen (14) days of Provider's request for the same. Trilogy shall notify Provider if it has knowledge of an unauthorized acquisition or use of the Documents as soon as possible, but no later than within one (1) business day of such knowledge.
4. Indemnification and Defense of Suits. Trilogy shall indemnify Provider and its officers, agents and employees for all losses, damages, costs, expenses, judgments, accrued interest, liabilities, or decrees arising out of any claim, action in a court, or proceeding before an administrative agency that is brought against Provider or any of its subcontractors, officers, agents, or employees for the acts or omissions of Trilogy or any of its subcontractors, officers, agents, or employees in whole or in part in the performance of the covenants, acts, matters or things covered by this MOU, or for injury or damage caused by the alleged acts or omissions of Trilogy or any of its subcontractors, its officers, agents or employees. Provider will, at its sole option, decide whether to tender the defense of any claim, action in court, or proceeding before an administrative agency in which Trilogy has a duty to indemnify to Trilogy or Trilogy's insurer and upon such tender it shall be the duty of Trilogy and Trilogy's insurer to defend such claim,

action, or proceeding without cost or expense to Provider or its officers, agents, or employees using counsel selected by Trilogy and Trilogy's insurer and approved by Provider. Trilogy shall not settle any claim, action in any court, or proceeding before an administrative agency relating to City unless Provider consents to the settlement in writing.

5. Entire Agreement. The MOU constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, discussions, representations, warranties and covenants between the parties concerning the subject matter hereof. Any amendments, changes or modifications to this MOU shall be in writing and executed by the parties.
6. Severability. If any term of this MOU is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms hereof shall remain in full force and effect and, to the extent possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term as determined by Provider. If such invalid and unenforceable term has a material and adverse effect on a party and a valid and enforceable replacement that comes closest to expressing the intention of such invalid or unenforceable term as determined by Provider cannot be created, the party materially and adversely impacted shall be allowed to terminate the MOU.
7. Trilogy and Provider agree to communicate, cooperate and work to resolve inter-agency coordination of care, working in common to remove access barriers, coordinating care and providing culturally competent services for Trilogy members utilizing PNCC, TCM or Child Welfare services. Trilogy will designate at least one individual to serve as the contact person for the Provider for these types of services.
8. Term. This MOU will automatically renew each year on the anniversary date unless either party provides notice to the other of its intent to terminate this MOU.
9. Effect of Regulations. Should any local, state or national regulatory authority having jurisdiction over either party enter a valid and enforceable order upon it which has the effect of changing or superseding any term or condition of the MOU, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, the MOU shall remain in effect and be modified or terminated in the manner provided for by the section entitled "Severability."
10. Remedies and No Waiver. Nothing in this MOU shall be construed to waive any privilege, right of recovery, cause of action, defense, remedy, category of damages, or immunity to which Provider is entitled under common law, or federal, state, or local law; waiver of any of the foregoing may only be accomplished in writing by an individual with the authority to bind Provider.
11. Survival. All section which by its/their meaning is/are implied to survive termination shall continue in force and effect following the termination or expiration of this MOU.



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- 12. Conflict of Interest. Any contract in which a member of the City of Milwaukee Common Council is an interested party shall be voidable at the sole discretion of Provider, and Provider may sue to recover any amounts paid on such contract.
- 13. Audit. Trilogy shall make the Documents available to Provider to allow Provider to audit, examine, excerpt or transcribe the Documents and audit, examine, excerpt or transcribe all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this MOU any time during normal business hours and as often as Provider may, in its sole discretion, deem necessary. Trilogy shall not charge any additional fees to Provider by virtue of any additional work or costs associated with the performance of Trilogy’s duties under this section.
- 14. Assignability. Trilogy shall not assign any interest in this MOU and shall not transfer any interest in the same in any manner without the written consent of Provider.
- 15. Choice of Law and Venue. This MOU shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree that for any claim or suit or other dispute relating to this MOU that cannot be mutually resolved, jurisdiction and venue shall be in Milwaukee County, Wisconsin, for matters arising under state law or, should federal courts have jurisdiction, the eastern district of Wisconsin. The parties agree to submit themselves to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law.
- 16. Notice. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed to the parties at the addresses indicated on the signature page of this MOU.
- 17. Nondiscrimination. It is Provider’s policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual’s sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual’s affiliation or perceived affiliation with any of these categories (“Protected Classes”), pursuant to Milwaukee Code of Ordinances (“MCO”) Section 109-9. Trilogy and its subcontractors employing any resident of City of Milwaukee may not discriminate against any member of the Protected Classes, and such contractors must insert this clause into any subcontracts of subcontractors employing any resident of City of Milwaukee.

City of Milwaukee Health Department
841 N Broadway, 3rd Floor
Milwaukee, WI 53202

Trilogy Health Insurance
18000 W Sarah Lane, Suite 310
Brookfield, WI 53045 (414-755-3619)

Name — Authorized Agency Representative (Print)

Name — Authorized HMO Representative (Print)
Maria Ledger



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Title — Authorized Agency Representative
SIGNATURE — Authorized Agency Representative
Date Signed

Title — Authorized HMO Representative
CEO SIGNATURE — Authorized HMO Representative
Date Signed

EXHIBIT A
Memorandum of Understanding between TRILOGY HEALTH INSURANCE, INC.
and
CITY OF MILWAUKEE HEALTH DEPARTMENT

Contact Information (for information regarding claims, address changes and/or facility(s) changes:

Contact Name: Mark Yatchak
Contact Address: 841 N Broadway St 3rd Floor Milwaukee WI 53202
Contact Telephone Number: 414-286-3997 Fax Number: 414-286-5164
Contact Email Address: myatch@milwaukee.gov

LOCATION(S) COVERED UNDER THIS MOU:

NAME: City of Milwaukee Health Department
ADDRESS: 841 N Broadway St 3rd Floor
CITY: Milwaukee STATE: WI
ZIP: 53202 PHONE: 414-286-3521
TAX ID: 39-6005532 TAXONOMY #: 2083P0901X
NPI: 1386774958 (Health check) MEDICAID #: 41855700
CONTACT & #: Rhoda Seabern 414-286-2973

NAME: Keenan Health Center, Tuberculosis Control Clinic
ADDRESS: 3200 N 36th St
CITY: Milwaukee STATE: WI
ZIP: 53202 PHONE: 414-286-8630
TAX ID: 39-6005532 TAXONOMY #: 261QP2300X
NPI: 1386774958 MEDICAID #: 41855700
CONTACT & #: Rhoda Seabern 414-286-2973

NAME: Keenan Health Center, Family Planning/STD Clinic
ADDRESS: 3200 N 36th St
CITY: Milwaukee STATE: WI
ZIP: 53202 PHONE: 414-286-8630
TAX ID: 39-6005532 TAXONOMY #: 261QF0050X



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NPI: 1023253028 MEDICAID #: 100016501
CONTACT & #: Rhoda Seabern 414-286-2973

NAME: City of Milwaukee WIC – Northwest Health Center
ADDRESS: 7630 W Mill Rd
CITY: Milwaukee STATE: WI
ZIP: 53218 PHONE: 414-286-3521
TAX ID: 39-6005532 TAXONOMY #: 261QH0100X
NPI: 1518260843 MEDICAID #: 100016843
CONTACT & #: Rhoda Seabern 414-286-2973

BILLING INFORMATION

NAME: City of Milwaukee Health Department
ADDRESS: 841 N Broadway St, 3rd Floor
CITY: Milwaukee STATE: WI
ZIP: 53202-3639 PHONE: 414-286-3521
CONTACT: Rhoda Seabern TELE #: 414-286-2973 or 414-286-3383