

2010-2011 SUB-GRANT AGREEMENT
Between
THE STATE OF WISCONSIN
OFFICE OF THE COMMISSIONER OF INSURANCE
And
ABC FOR HEALTH, INC.

This Agreement is entered into for the period November 16, 2010 through October 14, 2011, by and between the Office of the Commissioner of Insurance ("OCI") on behalf of the State of Wisconsin ("State"), and ABC for Health, Inc. ("ABC"; also "Sub-Grantee" herein), whose office is located at 32 North Bassett Street, Madison, Wisconsin.

WHEREAS, the United States Department of Health and Human Services ("HHS") awarded a 1-year grant ("Grant") to OCI for the purpose of expanding health insurance consumer assistance programs;

WHEREAS, OCI intends to award a portion of the total funding granted by HHS under the Grant to ABC through this Sub-Grant Agreement ("Agreement");

WHEREAS, the terms and conditions herein shall survive the performance period and shall continue in full force and effect until ABC has completed and is in compliance with all the requirements of this Agreement;

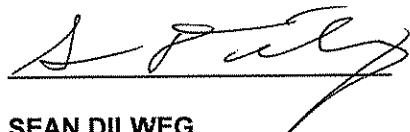
WHEREAS, this Agreement is mutually exclusive and is distinguished from any and all previous Agreements between ABC and OCI and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual understandings and Agreements hereinafter set forth, and the provisions of the Grant, OCI and ABC agree as set forth in the following Terms, Conditions, and Attachments.

IN WITNESS WHEREOF, OCI and ABC have executed this Agreement as of the day and year written below.

State of Wisconsin
Office of the Commissioner of Insurance

BY:



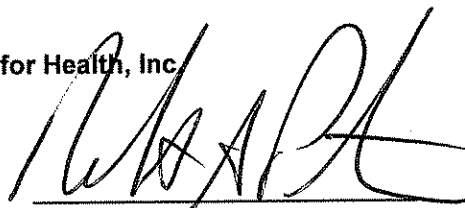
SEAN DILWEG
Commissioner

DATE:

11/17 / 2010

ABC for Health, Inc.

BY:



BOBBY PETERSON
Director

DATE:

10th / 10 / 10

GENERAL TERMS AND CONDITIONS

ARTICLE 1. SERVICES TO BE PROVIDED

ABC agrees to provide services consistent with the purposes, conditions and restrictions in "Memorandum of Understanding Between Wisconsin Office of the Commissioner of Insurance and ABC for Health, Inc." attached as Exhibit 1 and incorporated in this Agreement by reference.

ABC will be acting in its independent capacity and not as an employee of OCI or the State of Wisconsin. ABC shall not be deemed or construed to be an employee of OCI for any purpose whatsoever.

ABC shall not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and of OCI.

ARTICLE 2. CONTRACT ADMINISTRATOR

The OCI employee responsible for the administration of this Agreement shall be Eileen Mallow or the Commissioner's designee and whose principal business address is 125 South Webster Street, Madison, Wisconsin.

The ABC employee responsible for the administration of this Agreement shall be Bobby Peterson, Director or his designee. OCI and ABC shall communicate any change of designee to the other party as soon as practicable.

ARTICLE 3. COST OF SERVICES

OCI agrees to pay ABC for services provided in accordance with the terms and conditions of this Agreement, an amount not to exceed \$235,000. This amount is also contingent upon receipt of sufficient funds by HHS. A detailed budget breakdown and explanation is included in Exhibit 2 attached to and incorporated in this Agreement by reference.

ARTICLE 4. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Wisconsin and the United States of America. The monies issued under this Agreement shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of the Grant whether under local, state or federal law. Unless otherwise stated, this Agreement takes precedence over all other documents and communications between the parties.

ARTICLE 5. LIABILITY AND INDEMNIFICATION

ABC shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, regulations, and program policies that are in effect during the period of this Agreement and which may affect ABC's work or its conduct.

ABC shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of ABC, or of any of its agents or subcontractors, in performing work under this Agreement.

ABC shall also hold OCI and the State of Wisconsin harmless for any audit disallowances related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by a state or federal agency or by the courts.

ARTICLE 6. STANDARDS FOR PERFORMANCE

ABC shall perform the work as set forth in the Grant and pursuant to the standards established by state and federal statute and administrative rules, and any other applicable professional standards.

ARTICLE 7. DISCLOSURE

If a State Public Official (as defined in section 19.42 (14) of the Wisconsin Statutes), or an organization in which a State Public Official holds at least 10% interest, is a party hereto, this Agreement shall be void unless appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Avenue, Third Floor, Madison, Wisconsin 53703.

ARTICLE 8. SUBCONTRACTING

ABC may subcontract part of this Agreement only with the prior written approval of OCI. OCI reserves the right to reject any subcontractor after notification. ABC, upon request from OCI, shall provide OCI with a copy of any executed subcontract or accepted subcontractor bid for the purpose of administering any work under this Agreement that relates to activities funded hereunder. ABC shall be responsible for all matters involving any subcontractor engaged under this Agreement, including contract compliance, performance, and dispute resolution between itself and a subcontractor. OCI bears no responsibility for subcontractor compliance, performance, or dispute resolution hereunder.

ARTICLE 9. SMALL BUSINESS, WOMEN- AND MINORITY-OWNED BUSINESS

ABC shall make positive efforts to utilize small business, women- and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state and federal funds.

ARTICLE 10. NONDISCRIMINATION AND AFFIRMATIVE ACTION

Nondiscrimination

ABC shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation or national origin.

In accordance with subch. II, Chapter 111 of the Wisconsin Statutes, ABC shall not discriminate in employment against properly qualified individuals by reason of their age, race, creed, color, disability, marital status, sex, national origin, ancestry, sexual orientation, arrest record, conviction record, membership in the national guard, state defense force or any other reserve component of the military forces of the United States or this state or of the use or nonuse of lawful products off the employer's premises during nonworking hours. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, ABC shall take affirmative action to ensure equal employment opportunities. ABC shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of the nondiscrimination clause.

Affirmative Action Plan

An Affirmative Action Plan is required from any Sub-Grantee who receives an award from OCI in excess of twenty-five thousand (\$25,000) or more, and who has an annual work force of twenty-five (25) or more employees as of the Agreement date. Sub-Grantees with an annual work force of less than twenty-five (25) employees, in lieu of a written affirmative action plan, are required to have on file with OCI a completed and signed exemption form. General purpose units of government and Federally-Recognized Indian Tribes or Bands are exempt from this requirement.

Within fifteen (15) working days after the contract is signed, ABC must submit the plan to OCI for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from OCI. ABC agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided OCI that sets forth the provisions of the State of Wisconsin's nondiscrimination law. Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

ARTICLE 11. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed, and dated addenda.

ARTICLE 12. TERMINATION OF AGREEMENT

OCI may terminate this Agreement with or without cause by delivering written notice to ABC by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, OCI's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of OCI.

ABC may terminate this Agreement with or without cause by delivering written notice to OCI by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination.

In the event the Agreement is terminated by either party, for any reason whatsoever, ABC shall refund to OCI within forty-five (45) days of the effective date of notice of termination any payment made by OCI to ABC which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 13. PARTIAL INVALIDITY OF AGREEMENT

Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 14. RECORDS AND REPORTS

ABC shall maintain a uniform double entry, full accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. ABC's chart of accounts and accounting system shall permit timely preparation of expenditure reports required by OCI or HHS.

ABC shall maintain financial records pertaining to this Agreement following acceptance of the financial audit for three years, unless the program requirements are longer.

ARTICLE 15. SINGLE AUDIT REQUIREMENT

ABC shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards. The following requirements apply:

Federal Funded Awards:

Governmental Grantees, or their assignees, including Non-Profit assignees, that expend \$500,000 or more in a single year from awards which funding originated from Federal Government sources, shall comply with the Single Audit Act of 1984 (including the Single Audit Act Amendments of 1996), OMB Circular A-133, and the State Single Audit Guidelines issued by the Department of Administration. Audit reports are due to the State within 180 days of the close of the fiscal year, unless waived by the Grantor.

Submit a total of 2 copies to:

Send one (1) copy of the Audit along with the Management Letter to each of the addresses shown below. Responses and corrective action to be taken by management must be included for any findings or comments issued by the auditor. If the auditor does not issue a Management letter, ABC shall submit a written assurance to OCI that a Management Letter was not submitted because the audit firm did not issue one. Documents issued by the auditor, which contain information comparable to that which would be issued in a Management Letter, under another title shall be considered Management Letters for purposes of this agreement.

Include a copy of the firm's most recent quality/peer review report, including any accompanying letter of findings.

Harvey Potter, Single Audit Coordinator
DOA State Controllers Office
PO Box 7932
Madison, WI 53707-7932

ARTICLE 16. CLOSE-OUT AUDITS

A sub-grant-specific audit of an accounting period of less than 12-months is required when a sub-grant agreement is terminated for cause, when the Sub-Grantee ceases operations, or when the Sub-Grantee changes its accounting period (fiscal year). The purpose of this audit is to close-out the short accounting period. The required close-out sub-grant-specific audit may be waived by OCI upon written request from the Sub-Grantee, except when the Agreement is terminated for cause.

ABC shall ensure that its auditor contacts OCI prior to beginning the audit. The Contract Administrator or their representative shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditor and ABC. Payment of increased audit costs, as a result of the additional testing requested by OCI, is the responsibility of the Sub-Grantee.

OCI may require a close-out audit with all audit requirements specified in a certified annual audit. In addition, OCI may require that the auditor annualize revenues and expenditures for purposes of applying OMB Circulars A-133 and determining major federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.

ARTICLE 17. EXAMINATION OF RECORDS

OCI and any of its authorized representatives shall have access to and the right to examine, audit, excerpt and transcribe all records of ABC involving transactions relating to this Agreement. If the material is on electronic media ABC shall provide copies in such form as may be requested by OCI. The rights of access shall not be limited to the required record retention period, but shall last as long as the records exist. Such material must be retained after final audit of the Agreement for a period of not less than three (3) years unless the program requirements are longer. This provision shall also apply in the event of termination of this Agreement.

The minimum acceptable financial records to be maintained for the project consist of: 1) Documentation of all equipment, materials, supplies and travel expenses; 2) Inventory records and supporting

documentation for allowable equipment purchased to carry out the scope of Work; 3) Rationale supporting allocation of space charges; 4) Documentation of contract services and materials; and 5) Any other records which support charges to project funds. ABC shall maintain sufficient segregation of project accounting records from other projects and/or programs.

FISCAL TERMS AND CONDITIONS

ARTICLE 18. FUNDING

OCI shall provide funds to ABC under the terms of the Grant and under the terms of this Agreement and all attachments hereto.

The total funding under this Agreement shall not exceed the amount of \$235,000, as stated in ABC's attached budget.

ARTICLE 19. PAYMENTS

OCI, following execution of this Sub-Grant Agreement, shall pay to ABC's one month's estimated operating expenses of the Sub-Grant Agreement amount for each of the first three months of this Agreement. If any prepayments are made, these prepayments may be recovered from future payments due ABC under this Agreement if OCI determines that such prepayments are in excess of ABC's reported expenses.

ABC shall submit expense reports for allowable costs actually incurred to OCI not later than the fifteenth (15th) day following the end of the month in which costs are incurred.

If OCI determines, after notice to ABC and opportunity to respond, that payments were made that exceeded allowable costs, ABC shall refund the amount determined to be in excess within 30-days of invoicing or notification by OCI. OCI may, at its sole discretion, effectuate such refund by withholding money from future payments due ABC at any time during or after the Grant period. OCI also may recover such funds by any other legal means.

Payments shall be used only for current Agreement year expenses.

ARTICLE 20. ALLOWABLE EXPENDITURES

ABC shall expend funds provided under this Agreement in conformance with the terms of the Grant, this Agreement, and as stated in ABC's attached budget.

ARTICLE 21. PRIVACY AND CONFIDENTIAL INFORMATION

Definitions:

"Confidential Information" means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iii) information designated as confidential in writing by the State.

"Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state

identification number; (c) the individual's date of birth; (d) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (e) the individual's DNA profile; or (f) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical characteristic.

"Corrective Action Plan" means a plan communicated by OCI to ABC for ABC to follow in the event of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by this Agreement, or in the event that any Confidential Information is lost or cannot be accounted for by ABC.

Duty of Non-Disclosure and Security Precautions:

ABC shall not use Confidential Information for any purpose other than the limited purposes set forth in the Agreement. ABC shall hold the Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. ABC shall be responsible for the breach of this Agreement by any of its representatives.

ABC shall institute and/or maintain such procedures as are reasonably required to maintain the confidentiality of the Confidential Information, and shall apply the same level of care as it employs to protect its own confidential information of like nature.

ABC shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by ABC on any reproduction, modification, or translation of such Confidential Information. If requested by OCI, ABC shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of OCI, as directed.

If requested by OCI, ABC shall return or destroy all Personally Identifiable Information it holds upon termination of this Agreement.

Limitations on Obligations:

The obligations of confidentiality assumed by ABC pursuant to this Agreement shall not apply to the extent ABC can demonstrate that such information:

1. is part of the public domain without any breach of this Agreement by ABC;
2. is or becomes generally known on a non-confidential basis, through no wrongful act of ABC;
3. was known by ABC prior to disclosure hereunder without any obligation to keep it confidential;
4. was disclosed to it by a third party which, to the best of ABC's knowledge, is not required to maintain its confidentiality;
5. was independently developed by ABC; or
6. is the subject of a written agreement whereby OCI consents to the disclosure of such Confidential Information by ABC on a non-confidential basis.

Sub-Grantee Client Information:

All families and individuals accepting referrals to ABC become clients of ABC, and all information provided by the client(s) is protected by confidentiality and lawyer/client privilege. All services provided by ABC will be performed under the strict confidentiality requirements that exist between attorney and client. ABC will seek informed consent from each client referred by OCI to share case-level information with OCI. In the event a client refuses consent to share case-level data with OCI, ABC will not share case-level data on that client with OCI, but will still include non-identifiable contact data in aggregated program-level data shared with OCI.

Legal Disclosure:

If ABC or any of its representatives is under a legal obligation in any administrative, regulatory or judicial circumstance to disclose any Confidential Information, ABC shall give OCI prompt prior notice thereof (unless it has a legal obligation to the contrary) so that OCI may seek a protective order or other appropriate remedy. In the event that such protective order is not obtained, ABC and its representatives shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature.

Unauthorized Use, Disclosure, or Loss:

If ABC becomes aware of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by this Agreement, or if any Confidential Information is lost or cannot be accounted for, ABC shall notify OCI within the same business day ABC becomes aware of such use, disclosure, or loss. Such notice shall include, to the best of ABC's knowledge at that time, the persons affected, their identities, and the Confidential Information disclosed.

ABC shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure, or loss. ABC shall reasonably cooperate with OCI's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its Confidential Information, including complying with a reasonable Corrective Action Plan.

If the unauthorized use, disclosure, or loss is of Personally Identifiable Information, or reasonably could otherwise identify individuals, ABC shall, at its own cost, take any or all of the following measures that are directed by OCI as part of a Corrective Action Plan:

1. Notify the affected individuals by mail or the method previously used by OCI to communicate with the individual. If ABC cannot with reasonable diligence determine the mailing address of the affected individual and the State has not previously contracted with that individual, ABC shall provide notice by a method reasonably calculated to provide actual notice.
2. Notify consumer reporting agencies of the unauthorized release.
3. Offer credit monitoring and identity theft insurance to affected individuals from a company, and under terms, acceptable to OCI for one year from the date the individual enrolls in credit monitoring.
4. Provide a customer service or hotline to receive telephone calls and provide assistance and information to affected individuals during hours that meet the needs of the affected individuals, as established by OCI.
5. Adequately staff customer service telephone lines to assure an actual wait time of less than five (5) minutes for callers.

Liquidated Damages; Equitable Relief; Indemnification:

Indemnification: In the event of a breach of this Article by ABC, ABC shall indemnify and hold harmless the State of Wisconsin and any of its officers, employees, or agents from any claims arising from the acts or omissions of ABC, and its subcontractors, employees and agents, in violation of this Article, including but not limited to costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the OCI in the enforcement of this Article. In addition, notwithstanding anything to the contrary herein, ABC shall compensate OCI for its actual staff time and other costs associated with OCI's response to the unauthorized use or disclosure constituting the breach.

Equitable Relief: ABC acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to OCI, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the OCI, on its own behalf or on behalf of the affected individuals, shall be entitled to obtain injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.

Liquidated Damages: ABC agrees that an unauthorized use or disclosure of Confidential Information may result in damage to OCI's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be the amounts set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. OCI shall assess damages as appropriate and notify ABC in writing of the assessment. ABC shall automatically deduct the damage assessments from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice.

Liquidated Damages shall be as follows:

1. \$1000 for each individual whose Confidential Information was used or disclosed;
2. \$2500 per day for each day that ABC fails to substantially comply with the Corrective Action Plan under this Article.

Compliance Reviews:

The State may conduct a compliance review of ABC's security procedures to protect Confidential Information under the audit section of this Agreement.

Survival:

This Article shall survive the termination of the Agreement.

ARTICLE 22. ADDITIONAL TERMS AND CONDITIONS

ABC agrees to accept and conform to the following terms and conditions placed on the Grant funding by HHS:

1. The HHS Grants Policy Statement (available at: <http://dhhs.gov/asfr/ogapa/grantinformation/hhsgps107.pdf>);
2. Cost Principles as set forth in OMB Circular A-87; and
3. Maintenance of records of expenditures in accordance with applicable provision of 45 CFR § 74.53 and 45 CFR § 92.42.

EXHIBIT 1:

**Memorandum of Understanding Between
Wisconsin Office of the Commissioner of Insurance
and ABC for Health, Inc.**

**Memorandum of Understanding between the
State of Wisconsin Office of the Commissioner of Insurance and
ABC for Health, Inc.**

I. PURPOSE

The following is an agreement between the State of Wisconsin Office of the Commissioner of Insurance (OCI) and ABC for Health, Inc. (ABC) regarding roles and responsibilities with respect to the Consumer Assistance Program Grant (Grant), a federal grant awarded to OCI by the United State Department of Health and Human Services (HHS) on October 15, 2010.

II. BACKGROUND

A federal grant was established to expand or provide support for the establishment of independent offices of health insurance consumer assistance or ombudsman programs. As a condition of receiving grant funds, recipients are required to:

- Assist consumers with filing complaints and appeals;
- Assist consumers with enrollment into health care coverage;
- Educate consumers on their rights and responsibilities with respect to group health plan and health insurance coverage; and,
- Collect data on consumer inquiries and complaints and provide these data to HHS.

To meet the requirements of the grant funding opportunity, OCI identified ABC, the only statewide health care advocacy organization in Wisconsin, as a uniquely situated nonprofit partner whose skills dovetail with OCI's expertise and jurisdiction.

III. PARTIES

The State of Wisconsin Office of the Commissioner of Insurance (OCI) is an independent state agency vested with broad powers to ensure that the insurance industry responsibly and adequately meets the insurance needs of Wisconsin citizens. Under s. 601.01, Wis. Stat., OCI's purpose includes ensuring that policyholders, claimants, and insurers are treated fairly and equitably while keeping the public informed on insurance matters.

Contact person:
Eileen Mallow
Insurance Administrator, Health Funds & Communication
Wisconsin Office of the Commissioner of Insurance
125 South Webster Street
Madison, Wisconsin 53703-3474
(608) 266-7843

ABC for Health, Inc. (ABC) is a Wisconsin-based nonprofit public interest health care law firm. For over 16 years, ABC has been serving Wisconsin consumers with health benefits advocacy and counseling. ABC's mission is to provide consumers and providers with information, advocacy tools, legal services, and expert support they need to secure both public and private health care coverage and services.

Contact person:
Bobby Peterson
Director
ABC for Health, Inc.
32 North Bassett Street
Madison, Wisconsin 53703-2606
(608) 261-6939

IV. TERMS OF AGREEMENT

To meet the goals and requirements of the Grant, for the duration of the Grant, the OCI and ABC do agree to the following:

1. Assisting consumers with filing complaints and appeals:
 - a. ABC and OCI will jointly agree on the process for referral and the number and types of cases that will be referred to ABC. ABC will provide necessary advocacy services to consumers referred to ABC by OCI.
 - b. When a consumer contacts ABC directly with issues within the scope of the Grant, and within OCI's jurisdiction, ABC will offer to refer the consumer to OCI.
2. Assisting consumers with enrollment into health care coverage:
 - a. Public programs: ABC will offer consumers comprehensive health benefits counseling, including, but not limited to any of the following: identifying appropriate public program coverage options, providing information on specific coverage possibilities, and helping consumers apply for, and prove eligibility for, BadgerCare Plus, other Medicaid programs, state and federal health insurance risk sharing plans (HIRSP), and related programs.
 - b. Private insurance: When private insurance coverage is identified as an option for consumers, ABC will offer general resources geared toward helping consumers make educated purchasing decisions; such as, contacting an insurance agent and reading consumer based materials available on OCI's website
3. Educating consumers on their rights and responsibilities with respect to group health plan and health insurance coverage:
 - a. OCI will provide outreach education and training in conjunction with ABC throughout the state on topics including consumer rights and responsibilities, the OCI complaint process, insurance grievance and external appeal rights.
 - b. ABC will conduct a provider training program to build capacity of attorneys, advocates, and public health officials to assist Wisconsin consumers and make appropriate referrals to OCI and ABC. This training will include both live trainings and web-based trainings with pre and post competency evaluations.
4. Collection of data on consumer inquiries and complaints and provision of such data to HHS:
 - a. OCI will communicate the data reporting elements and requirements, as identified by HHS, to ABC when such requirements are known.
 - b. ABC will collect the information required under the Grant reporting requirements, including tracking of results, and report these data to OCI, subject to the limitations of attorney-client privilege, when ABC receives contact from a consumer within the scope of the Grant. To the extent that attorney-client privilege and confidentiality requirements conflict with the Grant reporting requirements, ABC will provide aggregate data.
 - c. ABC will work with OCI to facilitate the interface and exchange of data related to the Grant.
 - d. Neither party will share any personally identifiable information with the other party without express consent of the consumer.
 - e. The parties agree to protect personally identifiable information of consumers being assisted under the scope of the Grant to the full extent allowable under the law, and to protect electronic data related to the Grant program with industry standard data protection measures, including encryption and firewall protection.
5. Program Publications and Outreach Materials:
 - a. Consumer outreach publications and program promotional materials will note the limited duration of the program when appropriate and reasonable.

6. Progress Meetings:
 - a. OCI and ABC will meet quarterly throughout the period of the Grant to discuss the progress and status of the Grant program.
 - b. At the quarterly progress meetings, ABC and OCI will discuss the number and nature of program cases, financial issues including discussion of previous accountings/billings, general program status, an updated estimate of remaining case capacity under the Grant program funding, and any other program-related issues.

7. Program Capacity:
 - a. ABC has the capacity to assist at least 500 consumers under the Grant program.
 - b. ABC will continue to accept and directly assist consumers under the Grant program until Grant funds are exhausted.
 - c. If it becomes apparent to ABC that Grant funds will be exhausted before the period of the Grant terminates, ABC will notify OCI.
 - d. If ABC's case capacity is reached during the period of the Grant, ABC and OCI will agree on an appropriate information referral for consumers who would have otherwise been offered a referral to ABC under the Grant program.

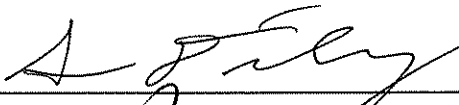
8. Grant Funds:
 - a. OCI will release the Grant funds to ABC in monthly installments as described in the Sub-Grant Agreement. At the close of each month, ABC will prepare and submit a detailed accounting of Grant funds for that month. ABC will submit the accounting no later than 15-days following the end of the month.
 - b. ABC will not use funds provided by OCI under the Grant to supplant ABC's existing activities or to fund activities that fall outside the scope of the Grant program.

9. ABC agrees to comply with the Sub-Grant Agreement and all additional terms and conditions placed on the grant funds by HHS, as referenced in the Sub-Grant Agreement.

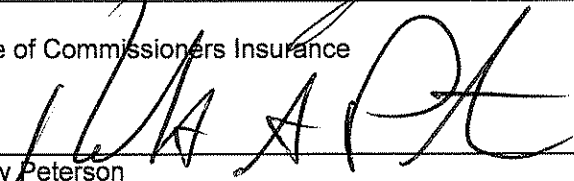
**Memorandum of Understanding between the
State of Wisconsin Office of the Commissioner Insurance and
ABC for Health, Inc.**

Signature Page

This signature page applies to the MOU titled: Memorandum of Understanding between the State of Wisconsin Office of the Commissioner of Insurance and ABC for Health, Inc.



Office of Commissioners Insurance 11/17/10
Date



Bobby Peterson 11/16/10
ABC for Health, Inc. Date