(Wisconsin)

CHIROPRACTIC CARE OF MINNESOTA, INC.

PARTICIPATING PROVIDER AGREEMENT

The undersigned chiropractor, whose licensees) to practice chiropractic is(are) in good standing, and all license numbers are listed below, hereby agrees to all terms, conditions and provisions of the attached CHIROPRACTIC CARE OF MINNESOTA, INC. PARTICIPATING PROVIDER AGREEMENT. By checking the box below, the undersigned chiropractor elects to participate in the HealthPartners Worker's Compensation Addendum to this Agreement. The undersigned chiropractor further agrees and understands that this agreement shall not be given effect until it has been countersigned by the appropriate officer of Chiropractic Care of Minnesota, Inc.

_____ _____

PROVIDER SIGNATURE **PROVIDER** Printed,/Typed Full Name

Date:_____ _____

Wisconsin D.C./Chiropractic License No.

_____ _____

D.C. License No. (*Additional State, if any*) D.C. License No. (*Additional State, if any*)

_____

Printed/Types Social Security Number

CLINIC:

_____ _____

Printed/Typed Clinic Name Printed/Typed Street Address

_____ _____

Printed/Typed City, County, State, Zip Code Printed/Typed Business Phone Number

BY:_____ _____

Clinic Signature Printed/Typed Federal Tax ID Number

ITS:_____

Clinic Position

ACCEPTED BY:
CHIROPRACTIC CARE OF MINNESOTA, INC.

BY:_____ Date: _____

ITS:_____

□ **I elect to participate in the HealthPartners Worker's Compensation Addendum to this Agreement.**

CHIROPRACTIC CARE OF MINNESOTA, INC.

PARTICIPATING PROVIDER AGREEMENT

THIS AGREEMENT, is by and between Chiropractic Care of Minnesota, Inc., a Minnesota non-profit corporation ("CCMI"), and the chiropractor whose signature appears on a Certificate ("Doctor").

WHEREAS, CCMI has contracted with various health plan companies to administer the provision of chiropractic services to their various Enrollees; and

WHEREAS, Doctor is an individual licensed to practice chiropractic under applicable Wisconsin or other state law, whose license is in good standing and who desires to provide chiropractic services to health plan company Enrollees; and

WHEREAS, CCMI contracts as needed with selected doctors that meet CCMI's credentialing standards and whose practices are located within the service areas of the various health plan companies;

NOW THEREFORE, in consideration of the mutual promises contained herein, CCMI and Doctor hereby agree as follows:

ARTICLE I
DEFINITIONS

The following definitions shall apply to this Agreement and to all amendments and additions:

1. "Agreement" means this Participating Provider Agreement, the Certificate, all Plan Summaries, schedules and exhibits, Rules and Regulations and any amendments to any of the foregoing as issued by CCMI from time to time.

2. "Benefit Contract" means any health benefit contract issued by a health plan company or other entity which provides coverage to its Enrollees. The Benefit Contract constitutes the agreement between the health plan company and the Enrollees regarding benefits, exclusions, and other conditions to the coverage of Chiropractic Services.

3. "Chiropractic Necessity" means, in the judgment of CCMI, its peer reviewer, or a peer panel authorized by CCMI, Chiropractic Services that are:

a. appropriate and consistent with the diagnosis and which, in accordance with accepted chiropractic standards, cannot be omitted without adversely affecting the Enrollee's condition; and

b. not chiefly custodial, maintenance or elective care, as defined the Enrollee's Benefit Contract or CCMI's Rules and Regulations.

4. "Chiropractic Services" means the services, class of services or education provided to an Enrollee by the Doctor including encounters with the Doctor, chiropractic manipulations and adjustments, adjunctive therapy, examinations, tests, x-rays and diagnostic and therapeutic procedures.

5. "Chiropractor" means any Doctor of Chiropractic who is duly licensed and qualified to engage in the practice of chiropractic under the laws of the state of Wisconsin and/or the other state(s) listed on the Certificate.

6. "Co-payment" means the amount or charge the Enrollee is required to pay for Chiropractic Services in accordance with the Enrollee's Benefit Contract.

7. "Deductible" means the annual amount of charges for health services (including Chiropractic Services), as provided in the Enrollee's Benefit Contract, which the Enrollee is required to pay in advance of any coverage by the health plan company.

8. "Doctor" means a chiropractor who has been credentialed by CCMI and has entered into a CCMI Participating Provider Agreement that includes one or more Plan Summaries for an Enrollee's Benefit Contract.

9. "Enrollee" means an individual properly enrolled ("member") for coverage and eligible to receive Chiropractic Services under a health plan company Benefit Contract.

10. "Health plan company" means: a health maintenance organization, a limited service health organization, and/or a defined network plan as defined in Wisconsin Statutes Chapter 609; a health plan company and/or a managed care organization as defined in Minnesota Statutes Section 62Q.0l and 62Q.733.

11. "Participating Health Care Provider" means a health care provider, including Doctors, substitute doctors, and others (e.g. M.D. , P.T.,) who has entered into or is subject to a participation agreement with the subject health plan company to provide health care services to Enrollees.

12. "Payor" means a health plan company, employer, employee organization, third party administrator or other entity (including CCMI) which is responsible for direct payment for Chiropractic Services under a particular Benefit Contract.

13. "Plan Summary" means the documents issued by CCMI which describe: fee schedules, withholds, administrative procedures and other information regarding a Benefit Contract, any of which CCMI may change at any time and from time to time at its sole and absolute discretion; and benefits descriptions and Member eligibility requirements, which may be changed by the health plan company at any time and from time to time in its sole and absolute discretion.

14. "Rules and Regulations" means the Procedures and requirements, including administrative and credentialing requirements, protocols, operations manuals, practice guidelines, remedial measures, and any other quality improvement measures, which CCMI, its designees, or a health plan company may adopt from time to time, and may require participating Doctors to follow in performing services pursuant to this Agreement.

ARTICLE II
DUTIES AND OBLIGATIONS

1. Provision of Chiropractic Services. Doctor shall provide Chiropractic Services to Enrollees in accordance with the Enrollees' Benefit Contracts, CCMI and health plan

company Rules and Regulations (including health plan company and CCMI standards for timely access to care and Enrollee services that meet or exceed Centers for Medicare & Medicaid Services ("CMS") standards, policies and procedures that allow for individual medical necessity determinations, and the CMS requirement that Doctor consider Enrollee input into any proposed treatment plan), in a manner consistent with professionally recognized standards of care and practice of the community in which Chiropractic Services are rendered, and in a manner so as to assure efficient, quality care and treatment. Doctor shall provide Chiropractic Services to all Enrollees in a nondiscriminatory manner regardless of the type of Benefit Contract governing the Enrollee's coverage, and without regard to the race, religion, gender, sexual orientation, color, national origin, age, health status (including but not limited to disability, medical history, genetic information, claims experience, receipt of health care, medical condition including mental as well as physical illness, conditions arising out of acts of domestic violence, evidence of insurability, suspected or actual presence of the HIV virus or other communicable disease), or public assistance status. Doctor will accept Enrollees as new patients on the same basis as Doctor provides such services to and accepts as new patients who receive coverage under other benefit plans or health insurance policies (non-CCMI programs). Doctor is not obligated to provide Enrollees with any service which he or she does not normally provide to others and shall not provide services which he or she is not authorized by law to provide. Doctor's primary concern under this Agreement shall be the quality of services provided to Enrollees. Nothing stated in this Agreement shall be interpreted to diminish this responsibility. Doctor agrees that s/he will deliver all covered Chiropractic Services for the duration of the eligibility of each Enrollee treated by Doctor under any CCMI program in which Doctor is participating, even if such period extends beyond the term of this Agreement, but in no event for a period extending for more than one (1) year beyond the termination of this Agreement.

2. Limitations on Participation. Doctor acknowledges and agrees that CCMI may determine at any time, in its sole and absolute discretion, that the participation of Doctor in some CCMI programs may not be appropriate due to the geographic area(s) served by either the Doctor or the particular health plan company or Payor, or for such other reasons as CCMI or the health plan company may reasonably determine. CCMI makes no representations or guarantees concerning the number of Enrollees, if any, that will access Doctor.

3. Referrals. Doctor agrees that all patient presentations or medical conditions which require treatment but which are not appropriate for chiropractic treatment under generally accepted standards of chiropractic treatment and or CCMI or the health plan company standards of practice, shall be referred to an appropriate Participating Health Care Provider, as determined by the Plan Summary, the Benefit Contract or the health plan company rules and regulations. Doctor understands that the health plan companies have procedures approved by CMS to identify Enrollees with complex or serious medical conditions, assess those conditions and use medical procedures to diagnose and monitor them on an ongoing basis, and implement treatment plans that are appropriate to those conditions that includes an adequate number of direct access visits to specialists consistent with the treatment plan and that are time-specific and updated periodically by the health plan companies. Failure to refer Enrollees consistent with the above procedures may result in the Doctor being responsible for all costs associated with services rendered to the member by an inappropriate or non-participating provider.

4. Enrollee Eligibility. The continued eligibility of Enrollees to obtain Chiropractic Services shall be in accordance with the pertinent health plan company Benefit Contract. Before providing Chiropractic Services to an Enrollee, Doctor shall verify eligibility in accordance with the applicable Plan Summary. Doctor shall not be entitled to payment from any Payor for services provided to any person who is not an eligible Enrollee at the time such services were delivered. Health plan company retains the right of final verification of eligibility. A health plan company's verification supersedes any authorization of care, Plan Summary and/or claims payment review made by CCMI.

5. Collection of Co-payments and Other Charges. Doctor shall not bill or attempt to collect from an Enrollee for services provided unless such services are non-covered services under the Enrollee's Benefit Contract (such as custodial, maintenance or elective care). The Enrollee may be billed for such services only if the Enrollee is notified prior to receipt of the services that the services are not covered, and, after such notice and prior to receipt of the services, the Enrollee agrees in writing to pay for such services. Doctor, additionally, has the right and obligation to collect all applicable co-payments, coinsurance amounts, deductibles or amounts exceeding an Enrollee's benefit limits. Doctor agrees and understands that if s/he fails to charge and/or collect all deductibles, co-payments and other amounts due Doctor by Enrollee, CCMI may require Doctor to return all fees paid by CCMI or waive all claims submitted to CCMI by Doctor for services rendered to the Enrollee. Failure to comply with this provision may result in termination of this Agreement by CCMI.

6. Restrictions on Claims Against Enrollees. Pursuant to Federal regulation 42 CFR § 422(g)(1)(i), Wisconsin Statutes § 609.91, and Minnesota Statutes § 62D.l23, subdivision 1.:

DOCTOR AGREES NOT TO BILL, CHARGE, COLLECT A DEPOSIT FROM, SEEK REMUNERATION FROM, OR HAVE ANY RECOURSE AGAINST AN ENROLLEE OR PERSONS ACTING ON THEIR BEHALF FOR SERVICES PROVIDED UNDER THIS AGREEMENT. THIS PROVISION APPLIES TO BUT IS NOT LIMITED TO THE FOLLOWING EVENTS; (1) NONPAYMENT BY THE HEALTH PLAN COMPANY OR (2) BREACH OF THIS AGREEMENT, OR (3) BREACH OF THE AGREEMENT BETWEEN CCMI AND THE HEALTH PLAN COMPANY. THIS PROVISION DOES NOT PROHIBIT DOCTOR FROM COLLECTING COPAYMENTS OR FEES FOR UNCOVERED SERVICES. THIS PROVISION SURVIVES THE TERMINATION OF THIS AGREEMENT FOR AUTHORIZED SERVICES PROVIDED BEFORE THIS AGREEMENT TERMINATES, REGARDLESS OF THE REASON FOR TERMINATION. THIS PROVISION IS FOR THE BENEFIT OF THE HEALTH PLAN COMPANY ENROLLEES. THIS PROVISION DOES NOT APPLY TO SERVICES PROVIDED AFTER THIS AGREEMENT TERMINATES. THIS PROVISION SUPERSEDES ANY CONTRARY ORAL OR WRITTEN AGREEMENT EXISTING NOW OR ENTERED INTO IN THE FUTURE BETWEEN THE DOCTOR AND THE ENROLLEE OR PERSONS ACTING ON THEIR BEHALF REGARDING LIABILITY FOR PAYMENT FOR SERVICES PROVIDED UNDER THIS AGREEMENT. FOR PURPOSES OF THIS PROVISION, NONPAYMENT BY THE HEALTH PLAN COMPANY SHALL INCLUDE NONPAYMENT BY ANY HEALTH PLAN COMPANY OR CCMI IN THE EVENT OF THE INSOLVENCY OF THE HEALTH PLAN COMPANY OR CCMI. DOCTOR AGREES THAT IN THE EVENT OF THE INSOLVENCY OF

EITHER A HEALTH PLAN COMPANY OR CCMI, DOCTOR SHALL CONTINUE TO PROVIDE ENROLLEES WITH CHIROPRACTIC SERVICES FROM THE DATE OF SUCH INSOLVENCY FOR THE DURATION OF THE BENEFIT CONTRACT PERIOD FOR WHICH PREMIUM PAYMENT HAS BEEN MADE BY ENROLLEES.

Doctor acknowledges receipt of the Notice, in the form attached as Exhibit A, required by Wisconsin Statute § 609.94(1). Doctor agrees that s/he will not exercise his/her right under Wisconsin Statute § 609.92 to elect to be exempt from Wisconsin Statute § 609.91(1)(b) for the purpose of recovering health care costs arising from health care furnished by Doctor. Doctor acknowledges that this agreement not to exercise this right shall mean that Doctor will remain subject to the restrictions on recovery of health care costs found in Wisconsin Statute § 609.91. In the event that Doctor is not subject to the restrictions on recovery of health care costs found at Wisconsin Statute § 609.91(1)(a), (am), or (b), Doctor agrees to elect to be subject to said restrictions pursuant to Wisconsin Statute § 609.925 and any applicable regulations, and shall promptly take such action as is necessary to implement such election.

7. Compliance and Licensure Requirements. Doctor shall maintain, without material restriction, all federal, state, and local licenses and permits required to provide health services (including Chiropractic Services) under this agreement, and to fully comply with all applicable state and federal statutes, and state, federal, health plan company and CCMI rules and regulations in the provision of health services. Doctor shall cooperate with health plan companies and CCMI in all efforts to achieve and/or maintain regulatory compliance. Upon either Doctor's actual knowledge or receipt of notice of any change in taxpayer I.D. numbers, name, address, phone number or other demographic information, Doctor shall immediately notify CCMI in writing.

   Doctor shall notify CCMI in writing within five (5) days of notice or knowledge of any termination, suspension, restriction, stipulation, limitation, qualification or other disciplinary action, corrective action plan or investigation regarding Doctor's license, certifications, staff privileges at any health care facility, or participation status with any third-party Payor or health plan company or network. Doctor shall notify CCMI of any other information or situations that may impact the care or continuity of care of any Enrollee, including, but not limited to, the health status of Doctor.

8. Coordination of Benefits. Health plan company and CCMI benefits are determined after the determination of benefits of any other plan of insurance, health coverage, workers' compensation, liability insurance, no-fault auto insurance, or other insurance to which the Enrollee may be entitled. It is the responsibility of the Doctor to cooperate fully in the identification of any benefits for health care that the Enrollee may be entitled to, the furnishing of information to CCMI or the health plan company or such other health benefits Payor, and the recovery of payments through coordination of benefits or subrogation. When an Enrollee is eligible for coverage of Chiropractic Services under one or more other Benefit Contracts or plans, payment for Chiropractic Services shall be coordinated with such other contracts or plans. The order and extent of payment shall be determined in accordance with the coordination of benefits provisions of the Enrollee's Benefit Contract. Any payments recovered or saved through coordination of benefits or subrogation relating to claims that have been paid by CCMI or a health plan company shall belong to CCMI or the health plan company.

9. Access to Books and Records. During the term of this Agreement and for ten (10) years following termination of this Agreement or, in the event of an audit or the possibility of fraud, such longer time as provided by federal regulations, CCMI, health plan companies, the federal Department of Health and Human Services, the Comptroller General, CMS, and any other duly authorized agents or designees of any state or federal authority having competent jurisdiction, at reasonable hours and upon reasonable notice and demand, shall have access to all of Doctor's or any transferee's books, records and information related to health services provided under this Agreement, reconciliation of benefit liabilities, determinations of amounts payable, all to the extent required or permitted by applicable law and without further authorization by any Enrollee, including but not limited to books, contracts, medical records, patient care documentation, financial information relating to health services provided pursuant to this Agreement, and to Enrollee records and records of account. All such records and information will be maintained by doctor in accordance with applicable state and federal law. Furthermore, Doctor agrees to make available Doctor's premises, physical facilities and equipment and all records relating to Enrollees, and any other relevant information the entities identified above may deem necessary.

10. Release of Records. Doctor shall release to an Enrollee, CCMI, a health plan company, or any entity identified in the foregoing paragraph 9, all information and records or copies of records regarding the examination or treatment on an Enrollee within seven (7) calendar days from the date of such request is made, or sooner if necessary to comply with laws, or related to the resolution of Enrollee complaints. Doctor shall provide such records at no charge to CCMI, the Enrollee, any government entity, or the health plan company. CCMI and health plan companies are authorized to release information in their possession or obtained pursuant to this provision pertaining to Doctor and Enrollees treated by Doctor as is necessary to comply with state or federal laws and regulations, and CCMI's agreements with health plan companies.

11. Privacy and Security of Patient/Enrollee Information and Records. Doctor agrees to: maintain reasonable and appropriate administrative, technical and physical safeguards to insure the integrity and confidentiality of all Enrollee data and information; protect against any reasonably anticipated threats or hazards to the security or integrity of Enrollee data and information; protect against unauthorized uses or disclosures of all Enrollee data and information; and ensure compliance with such measures by Doctor's officers, employees, agents and business associates, if any. The collection, creation, receipt, maintenance or dissemination by Doctor of all Enrollee data, in any form or medium (e.g., whether paper or electronic) (including medical records) shall be done: in an accurate and timely manner; ensuring timely access by Enrollees to their records and information that pertains to them; in compliance with any applicable state and federal statutes and regulations, whether it be the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or other state or federal regulations, court orders, or subpoenas. Doctor ensures that unauthorized individuals cannot gain access to, or alter patient records.

    Pursuant to HIPAA and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), Doctor agrees:

    a. Not to use or further disclose Enrollee Protected Health Information ("PHI") other than as permitted or required by this Agreement, and further agrees not to use or

further disclose PHI in a manner that would violate requirements of HIPAA and its implementing regulations ("HIPAA Regulations") or the HITECH Act;

b. To report to CCMI any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, and shall ensure that any agents, including any subcontractor, to whom Doctor provides PHI, agrees to the same restrictions and conditions that apply to Doctor with respect to such information;

c. That upon any termination of this Agreement, to extend the protections of this section 11 to such PHI and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

d. To develop, implement, maintain and use appropriate administrative, technical and physical safeguards, in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 C.F.R. § 164.530(c)) and any other implementing regulations issued by the U.S. Department of Health and Human Services.

e. That upon receipt of notice from CCMI, to promptly amend or permit CCMI or health plan company access to amend any portion of the PHI which Doctor created or received from CCMI or health plan company so that CCMI and/or health plan company may meet its amendment obligations under 45 C.F.R. § 164.526.

f. That with the exception of disclosures of PHI made for the purposes specified in 45 C.F.R § 164.528(a)(1)(i)-(ix), to document and report each disclosure, if any, Doctor makes of any PHI Doctor has created for CCMI or any health plan company or received from CCMI or any health plan company within five (5) days of the discovery of the disclosure. Doctor shall cooperate with CCMI in investigating the disclosure and in meeting CCMI's or any health plan company's obligations under the HIPAA regulations and HITECH Act. In the event of any such disclosure, Doctor shall:

    i. Identify the nature of the non-permitted access, use or disclosure, including the date of the breach and the date of discovery of the breach;

    ii. Identify the PHI accessed, used or disclosed as part of the breach (e.g. full name, social security number, date of birth etc.);

    iii. Identify who made the non-permitted access, use or disclosure and who received the non-permitted disclosure;

    iv. Identify what corrective action Doctor took or will take to prevent further non-permitted access, uses or disclosures;

    v. Identify what Doctor did or will do to mitigate any deleterious effect of the non-permitted access, use or disclosure; and

    vi. Provide such other information, including a written report, as CCMI may reasonably request.

Doctor acknowledges and agrees that in the event Doctor breaches this section 11, CCMI may terminate this Agreement upon written notice to Doctor and/or report such breach by Doctor to the United States Department of Health and Human Services.

12. HIPAA Security. Doctor agrees that:

a. Doctor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Enrollee electronic Protected Health Information ("e-PHI") that Doctor creates, receives, maintains or transmits on behalf of CCMI or any health plan company, as required by 45 C.F.R. Part 164 (the "Security Rules").

b. Doctor shall ensure that any agent, including a subcontractor, to whom Doctor provides e-PHI agrees to implement reasonable and appropriate safeguards to protect e-PHI, and

c. Doctor shall report to CCMI any security incident involving e-PHI of which Doctor becomes aware. The Security Rules define a "Security Incident" as an attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system, involving e-PHI that is created, received, maintained or transmitted by or on behalf of Party. Since the Security Rules include attempted unauthorized access, use, disclosure, modification or destruction of information, CCMI needs to have notification of attempts to bypass electronic security mechanisms. Therefore, the Parties agree to the following reporting procedures:

Security Incidents that result in unauthorized access, use, disclosure, modifications or destruction of information or interference with system operations ("Successful Security Incidents") and for Security Incidents that do not so result ("Unsuccessful Security Incidents").

i. For Unsuccessful Security Incidents, the Parties agree that this paragraph constitutes notice of such Unsuccessful Security Incidents.

ii. For Successful Security Incidents, Doctor shall give notice to CCMI not more than five (5) days after Doctor learns of the Successful Security Incident.

13. Confidentiality. Doctor shall maintain in confidence during the term of this Agreement and for ten (l0) years subsequent to its termination, unless HIPAA or other applicable law requires a longer period of time: (1) all Enrollee information, including health care information; and (2) all quality assessment and utilization review information; and (3) all financial, fee, and payment information relating to this Agreement. Further, Doctor shall utilize his or her best efforts to protect such information from any unauthorized disclosure by any person, and shall refrain from using or allowing others to utilize such information in any way that is detrimental to CCMI or a health plan company, including but not limited to, competitive disadvantage of CCMI or a health plan company. This provision does not apply to any disclosures to an Enrollee necessary or appropriate for the diagnosis and care of that Enrollee, except to the extent such disclosure would otherwise violate Doctor's legal or ethical obligations.

14. Enrollee Data. Doctor agrees to comply with all requests by CMS, the Wisconsin Office of the Commissioner of Insurance ("OCI"), the Minnesota Department of Health ("MDH"), or any other state agency or department that regulates Health Plan Companies, a health plan company and/or CCMI for information that CMS, OCI or MDH requires, the health plan company or CCMI intends to release to purchasers of health care coverage, enrollees and other consumers, including without limitation, CCMI-specific and Doctor-specific quality, outcomes and patient satisfaction data. Doctor consents to the release by health plan companies and CCMI of such information and agrees not to attempt to prohibit or restrict the release of such information. Doctor agrees to provide CCMI, a health plan company, OCI, MDH, and CMS all information necessary for the reporting and submission obligations to OCI, MDH or CMS, including, but not limited to: all data necessary to characterize the context and purposes of each encounter between an Enrollee and Doctor; patterns of utilization of Doctor's services; the availability, accessibility and acceptability of Doctor's services; changes in the health status of Enrollees; and other matters that CMS, OCI, or MDH may require. Doctor certifies that all Enrollee encounter data shall be accurate, complete and truthful.

15. Communications with Enrollees. Doctor has the right and is encouraged by CCMI to discuss with each Enrollee his or her pertinent details regarding the diagnosis of the Enrollee's condition, the nature and purpose of any recommended procedure, the potential risks and benefits of any recommended treatment, and any reasonable alternatives to such recommended treatment. Doctor may discuss CCMI's and health plan company's provider reimbursement methodology (including a good faith estimate of the reimbursement the Doctor expects to receive for services) with an Enrollee or patient, subject to Doctor's general contractual and ethical obligations not to make false or misleading statements. CCMI has the right to disclose to any Enrollee the reason(s) for modifications or denials relating to authorizations such as, by way of example and not limitation, failure to promptly and adequately document Chiropractic Necessity.

16. Requirements Related to the Receipt of Federal Funds. Doctor understands some payments received by Doctor for certain Enrollees (e.g. Medicare or Medicaid patients) are from Federal or State funds. Therefore, Doctor understands and agrees to comply with: Title VI of the Civil Rights Act of 1964 as implemented by 45 CFR part 84; the Age Discrimination Act of 1975 as implemented by 45 CFR part 91; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et.seq., and any similar State Equal Rights or Human Rights Acts; all as may be amended from time to time.

17. Continuation of Chiropractic Services for Certain Enrollees After Termination. In accordance with Wisconsin Statute § 609.24, Doctor shall continue to provide Chiropractic Services according to the terms of the Agreement to Enrollees covered under a Wisconsin Benefit Contract after termination of the Agreement for the lesser of (a) 90 days or (b) the remainder of the Enrollee's course of treatment for which care was being received at the time of termination, provided that in either case, coverage will not extend beyond the end of the Member's plan year. Services provided according to this subsection, shall be reimbursed by Payor in accordance with the terms of the Agreement.

18. Continued Provision of Health Services after Termination. In the event this Agreement is terminated by Doctor for any reason, or in the event this Agreement is terminated by CCMI for any reason other than (a) Doctor no longer practices in the same geographic service area or (b) misconduct on Doctor's part, Doctor agrees to continue to provide

Chiropractic Services to Enrollees as follows: If a Enrollee is receiving care from Doctor under a prescribed treatment plan, Doctor is obligated to continue the provision of Chiropractic Services to that Enrollee until (a) the completion of the treatment; or (b) a period of ninety (90) days after the effective date of Doctor's termination, whichever is shorter, except that the continuation of Chiropractic Services is not required to extend beyond (i) the end of the current plan year, for a Enrollee who has coverage under a Benefit Contract that has no open enrollment period; or (ii) the end of the plan year for which it was represented that Doctor was, or would be, a Doctor participating in CCMI's network for a Enrollee with an open enrollment period. Doctor agrees to accept and CCMI or Payor is obligated to pay the amounts established by the Agreement between CCMI and Doctor for Covered Services rendered according to this section after termination of this Agreement.

ARTICLE III
PAYMENT FOR COVERED SERVICES

1. Schedule of Payments. Subject to the terms of Article IV and other provisions of this Agreement, Payor will promptly pay clean claims of Doctor for covered Chiropractic Services provided to Enrollees in accordance with Plan Summaries that are part of this Agreement, as issued from time to time by CCMI. In the event of any conflicts between a Plan Summary and a Benefit Contract, the Benefit Contract controls. Doctor shall promptly report in writing to CCMI any overpayments to Doctor by CCMI or a health plan company. CCMI or health plan company may deduct overpayments of any type from future payments owed to doctor, together with an explanation of the action taken.

2. Claims Against Health Plan Companies and Others (Payors). Except as required by a Plan Summary, Doctor shall under no circumstance bill or attempt to collect (for any Chiropractic Service covered under a Benefit Contract) from a health plan company, any third party, including without limitation (i) any insurer or other Payor on behalf of an Enrollee, (ii) any alleged tort feasor, or (iii) such alleged tort feasor's insurer or other Payor. However, Doctor shall be responsible for collecting applicable deductibles or copayments, if any, from Enrollees, as specified in Article II, sections 5 and 6.

3. Submission of Claims. Doctor shall submit claims and other required information in the form and within the timeframes set forth in accordance with the procedures as stated in the applicable Plan Summary, or applicable Rules or Regulations. Claims submission procedures may be changed at any time at the discretion of CCMI, its designee or a health plan company. Standard claim forms (e.g. CMS 1500) shall be used for claims. Doctor understands that claims may be returned unpaid to Doctor for failure to follow correct submission procedures. Doctor further understands that an Enrollee may not be charged or billed for any charges denied because of late submission of claims by Doctor and that all such charges must be waived by Doctor.

4. Claims Subject to Quality Improvement and Utilization Management Programs. Payment for claims shall be subject to the Quality Improvement programs of the health plan companies and CCMI, including authorization, concurrent and retrospective peer review. All coding must be in compliance the federal departments of Health and Human Services and CMS, with the Rules and Regulations of CCMI, its designees, and health plan companies regarding coding guidelines such as CPT, IDC-9CM and HCPCS, as interpreted by CCMI, its designees, or a health plan company. Failure to comply with the

requirements of this Agreement, particularly this Article III and Article IV., may result in non-payment.

5. Financial Risk-Sharing. Doctor agrees that CCMI, or a health plan company, may withhold a percentage of all amounts payable for risk-pools. Withhold percentages are listed in the pertinent Plan Summary, or as may be determined from time to time by CCMI, or a health plan company. Proceeds from a risk-pool will be used in the event of higher than expected utilization or costs. Funds remaining in a risk-pool, if any, may be distributed annually to each Doctor in that risk-pool in an amount equal to the aggregate determined payout amount, multiplied by the percentage that the Doctor's total withheld amount bears to the total withheld amount of all Doctors in the risk-pool. The withhold may be adjusted at any time, as determined in CCMI's, or the health plan company's, sole and absolute discretion. Doctor agrees to participate in any future, different financial risk sharing arrangement that may be determined to be in the best interests of CCMI and/or the Enrollees of the various health plan companies.

ARTICLE IV
QUALITY IMPROVEMENT, UTILIZATION MANAGEMENT, PERFORMANCE IMPROVEMENT

1. Doctor shall comply with all CCMI and health plan company procedures, including quality improvement, credentialing, medical management, treatment authorization, concurrent monitoring, peer review, utilization management, Enrollee complaint or grievance, remedial measures, and any other similar programs and procedures established by health plan companies and/or CCMI from time to time, including but not limited to the following:

A. All treatment plans must be authorized and shall be subject to review by the Credentialing, Quality Improvement, peer review, and remedial measures committees of CCMI. CCMI and health plan companies have the right to verify the clinical accuracy of all submitted information and claims. Doctor shall be responsible for obtaining any authorization required to release medical information to CCMI or a health plan company. Doctor agrees to abide by the decisions of CCMI, including all authorization and review processes of CCMI and health plan companies. Doctor agrees that any act, omission, or decision for which review has not been requested in accordance with procedures established by CCMI, its designees, or health plan companies for review of such act, omission or decision is final.

B. Doctor agrees to promptly notify CCMI in writing of all Enrollee or Enrollee related complaints received, and the resolution of the complaint, if any. If a complaint is not resolved by Doctor in a manner satisfactory to the Enrollee or complaining party, CCMI and/or health plan company will follow their procedures to resolve any such complaints.

C. Doctor agrees to participate in and cooperate fully with such programs as are established by CCMI and/or health plan companies to assess, evaluate and improve: the ongoing performance of CCMI and its participating doctors related to the provision of health services; the provision of services designed to improve the health of Enrollees, Enrollee satisfaction or administrative efficiency; including without limitation, quality assurance, practice guidelines, health improvement, utilization management, and credentialing programs. Doctor understands and agrees that the credentialing processes

of CCMI, its designees, and the health plan companies are audited periodically by health plan companies, CMS, NCQA, and other credentialing bodies on an ongoing basis as required by CMS regulations, and the requirements of the credentialing bodies. Doctor further understands and agrees that s/he must comply with all applicable Medicare, Medicaid laws and regulations and instructions from CMS and state regulators.

2. Special Projects. Doctor shall cooperate with CCMI and the health plan companies in the ongoing evaluation of the delivery of Chiropractic Services and shall, if requested by either CCMI or a health plan company, furnish relevant information and periodically participate in special studies and/or programs which attempt to assess or improve the quality, availability and accessibility of Chiropractic Services rendered to Enrollees.

3. Falsifying Information. Doctor agrees to submit only accurate information in the presentation of Enrollees' conditions, health history, diagnosis, objective and subjective findings and all other information on the patient report forms and throughout the entire authorization, utilization review, and claims processes. Doctor agrees that if s/he presents false, inaccurate, or misleading information in any way or at any step in the process, CCMI may require doctor to return all fees paid by CCMI, or to waive all charges made to CCMI by Doctor for any services rendered to Enrollees treated by Doctor under this Agreement. Failure to comply with this provision may result in termination of this Agreement, participation in any program, and/or membership in CCMI. Doctor Agrees that CCMI may contact any or all Enrollees directly in any manner without prior notice by CCMI to Doctor to verify any information submitted by Doctor to CCMI.

4. Professional Liability Insurance. Doctor has procured and shall maintain at all times, at Doctor's sole expense, general and professional liability insurance in amounts and coverage levels satisfactory to CCMI and health plan companies, as determined from time to time (and as may be specified in Plan Summaries) by CCMI or health plan companies to provide protection against any claims, liabilities, damages and judgments, including malpractice or negligence, that arise out of Chiropractic Services provided, or to be provided, by doctor and/or his or her employees or agents in the discharge of his or her or their professional responsibilities to Enrollees under this Agreement. The professional liability insurance required under this section shall be either (a) occurrence, or (b) claims made with an extended period reporting option ("tail" coverage), and under such other terms and conditions as may be required by CCMI or a health plan company. Doctor agrees to make CCMI a Certificate Holder on all professional liability insurance, and shall immediately notify CCMI in writing in the event of: i) changes to Doctor's liability insurance; ii) upon receipt of notice or knowledge of a change or restriction of any kind in Doctor's coverage; or iii) notification of the assertion of any claim against the Doctor, including claims for which Doctor agrees to any out-of-court settlement.

5. Mutual Hold Harmless. Doctor and CCMI shall indemnify, defend and hold each other harmless from any and all claims, losses, liabilities, damages, costs and expenses of all kinds (including reasonable attorneys fees), made by or alleged to be owing to any Enrollee or health plan company, by reason of any act or omission caused or alleged to have been caused by the other or any agent or employee of the other or other persons within the other's control or responsibility.

ARTICLE V
MARKETING, ADVERTISING, AND PROMOTION CONTROL

l. Use of Names and Service Marks. CCMI, the health plan companies, and Doctor each reserve the right to control the use of their own names, symbols, trademarks and service marks presently existing or hereafter established, except that Doctor authorizes CCMI and the health plan companies to use his or her name, including organization names, addresses and phone numbers in a reasonable manner for purposes of informing Enrollees, and purposes of promotion and advertising. Doctor may only identify himself or herself in any promotion or advertising as a participating provider in CCMI, but may not engage in any promotion or advertising of CCMI, its programs or health plan company participation.

2. Marketing and Promotion. The health plan companies have the sole responsibility for all advertising and promotion and for solicitation of Enrollees for their programs. However, Doctor agrees to display any notices approved and provided by the health plan companies and/or CCMI in appropriate places in the Doctor's facilities to indicate the availability of the Doctor's services through CCMI and the health plan company. CCMI make no representations and does not guarantee the inclusion of doctor into, timeliness of adding Doctor to, or the accuracy of any information contained in any network directories identifying Participating Providers issued by any health plan company.

3. Service Marks of CCMI and Health Plan Companies. Doctor agrees that s/he will not use the names, symbols or service marks of any health plan company or CCMI, including the ChiroCare® mark, in advertising or promotion or otherwise without prior opportunity for review and prior written consent by CCMI or the health plan company.

ARTICLE VI
DURATION AND TERMINATION OF AGREEMENT

1. Term. If this Agreement amends, follows, or replaces an existing Participating Provider Agreement between Doctor and CCMI: all new or revised provisions of the Participating Provider Agreement required by law or government regulation shall be effective upon receipt of this document by Doctor; the remainder of any changes, additions or revisions of the Participating Provider Agreement shall be effective forty-five (45) days after receipt by Doctor. In all other cases this agreement shall be effective upon signature on the Certificate by both Doctor and CCMI. After becoming effective, this Agreement shall remain in effect through December 31 of the calendar year of receipt by Doctor, and shall automatically renew for successive one (1) calendar year periods unless terminated as provided hereunder.

2. Automatic Termination. This Agreement shall terminate automatically and immediately upon: (i) termination of either Doctor's license to practice chiropractic in Wisconsin or other state, regardless of the reason for the termination; (ii) death, disability or retirement of Doctor; or exclusion by Doctor or any employee of Doctor from participation in Medicare under section 1128 or 1128A of the Social Security Act or exclusion from any other State or Federal health care program. Applicable Plan Summaries or other attachments to or amendments of this Agreement shall terminate immediately upon termination of the applicable agreement between CCMI and the subject health plan company, regardless of the reason for the termination. Termination of this agreement or participation in any program (as evidenced by a Plan Summary) may be immediate upon notice to Doctor by CCMI or a health plan company in the event that CCMI or a health plan company has reason to believe or receives evidence of potential for significant

patient harm or fraudulent or illegal conduct on the part of Doctor or Doctor's employees or other agents.

3. Restriction, Suspension, or Termination by CCMI. CCMI may terminate this Agreement, or Doctor's participation in any individual program(s) (evidenced by any Plan Summary) without cause as of the end of any calendar month, upon at least one hundred twenty (120) days written notice to Doctor. Doctor may terminate this Agreement as of the end of any calendar month, upon at least one hundred twenty (120) days written notice to CCMI. However, either CCMI or any health plan company may, at its discretion, defer the effective date of any termination for up to twelve (12) months for some or all Enrollees served by Doctor until the renewal date of an Enrollee's benefit year. During such additional period of time, Doctor shall be paid as provided for in this Agreement and continue to render Chiropractic Services to Enrollees. CCMI or any health plan company may, at any time, restrict, suspend, or terminate Doctor's participation in any program or under any Benefit Contract for breach of this Agreement or a health plan company's or CCMI's belief that the best interests of an Enrollee or Enrollees requires such action. Restriction, suspension or termination by CCMI shall proceed under CCMI's procedure for the application of remedial measures, which includes written notice to Doctor of the reasons for the action, including, if relevant, the standards and the profiling data used to evaluate Doctor, the numbers and mix of Doctors CCMI needs. Doctor will notify Enrollees of pending termination of participation in an accurate and timely fashion, including the end date, and cooperate with CCMI and health plan company transition of care protocols.

4. Proprietary Information. All information furnished to doctor by CCMI or its designees, including, but not limited to, coding guidelines, fee schedules, forms, documents, program information, manuals, Utilization Review and Quality Improvement information, Enrollee and Participating Health Care Provider lists, copyrighted and trademark material, remains the property of and proprietary to CCMI or its designees (all of the foregoing is "Proprietary Information"). All such Proprietary information is only to be used by Doctor in connection with the performance of Doctor's obligations under this Agreement and only in the manner provided for in this Agreement. Doctor shall not disclose or use any Proprietary Information for Doctor's own benefit or others, whether during the term of this Agreement or after termination of this Agreement, except as permitted in writing by CCMI. Doctor shall have no ownership rights in said Proprietary Information, including, but not limited to copying, use or distribution of said Proprietary information. Upon termination of this Agreement, doctor will return all Proprietary information in Doctor's possession in a manner to be specified by CCMI. Doctor shall cooperate with CCMI and its designees in maintaining the confidentiality of such Proprietary Information at all times during and after termination of this Agreement.

5. Continuity of Care/Prior Obligations. Termination of participation in any program or of this Agreement shall not relieve Doctor of obligations with respect to Chiropractic Services furnished prior to the termination date. Upon termination of this Agreement, CCMI may require Doctor to provide continuing care to any Enrollee then receiving Chiropractic Services until the earlier of: i) the completion of the treatment program or discharge from treatment; or ii) the effective date of transfer of such Enrollee to another Participating Provider chiropractor, in which event Doctor shall inform CCMI of such transfer. Payment for any continued treatment shall be at the then applicable rates as provided for in the applicable Plan Summary. All provisions of this agreement, including treatment authorization of all care, will remain in effect during this transition period.

ARTICLE VII
MISCELLANEOUS

1. Relationship of the Parties. The relationship of CCMI and Doctor is and shall continue to be that of independent contractors, and neither shall be construed to be employees, agents or representatives of the other. Doctor shall be free to contract with any other plan or entity for the delivery of Doctor's services.

2. Doctor's Warranties. Doctor represents and warrants to CCMI that s/he is, and for the term of this Agreement will remain: licensed to practice chiropractic in the State of Wisconsin and/or other states Doctor is now or will be treating Enrollees; included in participation in Medicare under section 1128 or 1128A of the Social Security Act and all other State and Federal health care programs; and that no license ever held by doctor to practice chiropractic in any state has been revoked, suspended, limited, or restricted in any way at any time except as has been immediately and fully disclosed in writing to CCMI by Doctor. Doctor further warrants that s/he does not now and shall not in the future employ or contract with any individual that has been excluded from: participation in Medicare under section 1128 or 1128A of the Social Security Act; or participation in any other State or Federal health care program.

3. Conflicts. In the event there is a conflict between or among this Agreement, a Plan Summary, a Benefit Contract, Rules and Regulations of CCMI or its designees, or the applicable procedures, financial terms, or rules and regulations of any health plan company's particular program, the Benefit Contract shall control with respect to the provision of care to Enrollees, except as otherwise provided by the agreement or arrangement between CCMI and the health plan company. Health plan companies rules and regulations shall control over the remaining provisions, and, in all other situations, the rules and regulations of CCMI and its designees shall control.

4. Assignment. This Agreement shall bind the successors of either party to this Agreement, but it may not be assigned or transferred by Doctor. Doctor's rights and obligations under this agreement are personal, and may not be assigned or delegated in any way. This also means that Doctor shall not be entitled to any payment (either from any Payor or Enrollee) for treatment of any Enrollee by any other chiropractor, unless the treating chiropractor has been fully credentialed and accepted as a Participating Health Care Provider by CCMI Any assignment or attempted assignment by Doctor of this agreement or any right or obligation of Doctor under this agreement shall be void. CCMI shall have the absolute right to: (1) assign any or all of its rights and/or duties hereunder; or (2) enter into an agreement to join any other entity as a party to this Agreement, thereby entitling such entity to avail itself of the rights of CCMI and binding such entity to all of the responsibilities of CCMI under this Agreement, unless otherwise limited by the terms of the joinder Agreement.

5. Insolvency. In the event of insolvency of any Payor, health plan company, or self-insured employer whose benefit plan is administered by CCMI, a health plan company or other Payor, and that Payor is unable to meet its financial obligations under the Agreement between it and CCMI, or CCMI is unable to meet its financial obligations under this Agreement, Doctor agrees to hold CCMI and the health plan company or other Payor harmless from any and all liability related to Chiropractic Services covered under this Agreement. Doctor must notify CCMI within five (5) days of his or her bankruptcy

or order appointing a receiver for Doctor, or order approving a petition seeking reorganization under bankruptcy laws.

6. Government Filing. If required by a health plan company, the health plan company or CCMI may file this Agreement with the appropriate regulatory agency.

7. Waiver/Severability. Failure of CCMI or a health plan company to exercise any option upon breach of any term or condition of this Agreement by Doctor shall not operate to bar the right of CCMI or the health plan company to exercise any option on subsequent breach of this Agreement. Each provision of this Agreement is intended to be several. If any provision hereof is waived, deemed illegal or invalid for any reason whatsoever, such waiver, illegality or invalidity shall not affect the validity and/or enforceability of the remainder of this Agreement.

8. Headings. Article, section and paragraph headings herein are intended for ease of reference only and shall neither be considered a part of this Agreement nor used in the interpretation of this Agreement.

9. Binding Effect and Governing Law. This Agreement is and its provisions are effective as set forth in section 1 of Article VI, and supersedes and replaces any prior Participating Provider agreements, oral or written, pertaining in whole or in part to Doctor's participation in any program or provision of Chiropractic Services under any Benefit Contract. This Agreement may be executed by signing of the attached Certificate and in several counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument. This Agreement may be amended unilaterally by CCMI as necessary or appropriate due to changes in state or federal law or applicable accreditation guidelines, upon demand by a state or federal agency, or, for non-material amendments, as otherwise necessary or appropriate to respond to external legal, industry or community trends. Any such amendments shall be effective as of the date legally required or demanded, or, for non-material amendments, at such other date identified by CCMI in a written notice to Doctor, but no earlier than forty-five (45) days from receipt by Doctor. This Agreement shall be interpreted and governed as to application and effect by the internal laws of the State of Wisconsin or Minnesota, as determined by the choice of laws rules of the State of Minnesota.

EXHIBIT A TO WISCONSIN PROVIDER AGREEMENT

NOTICE

THIS NOTICE DESCRIBES HOLD-HARMLESS PROVISIONS WHICH AFFECT YOUR ABILITY TO SEEK RECOURSE AGAINST HEALTH MAINTENANCE ORGANIZATION INSURER ENROLLEES FOR PAYMENT FOR SERVICES

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

SUMMARY

Under Wisconsin law a health care provider may not hold HMO insurer enrollees or policyholders ("enrollees") liable for costs covered under an HMO insurer 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 hold-harmless statutes only if the provider voluntarily "opts-in." An HMO insurer 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 in order 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, for 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 insurer.

A. MANDATORY FOR HOLD HARMLESS.

An enrollee of an HMO insurer is not liable to a health care provider for health care costs that are covered under a policy issued by that HMO insurer if any of the following are met:

1. Care is provided by a provider who is an affiliate of the HMO insurer, owns at least 5% of the voting securities of the HMO insurer, is directly or indirectly involved with the HMO insurer 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 insurer board members who directly or indirectly represent one or more IPAs or affiliates of IPAs.

2. Care is provided by a provider under a contract with or through membership in an organization identified in 1.

3. To the extent the charge exceeds the amount the HMO insurer has contractually agreed to pay the provider for that health care service.

4. The care is provided to an enrolled medical assistance recipient under a Department of Health and Family 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.

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 insurer or are provided by a provider selected by the HMO insurer.

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 insurer. 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 insurer, 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 insurer, an IPA, 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 insurer or any person contracting with the HMO insurer, or the commencement of insolvency, delinquency or bankruptcy proceedings involving the HMO insurer or other persons which would affect compensation for health care costs for which an enrollee is not liable under the statutory hold harm- less.

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 insurer 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 notifications:

1. If the hospital, IPA, or other provider has a written contract with the HMO insurer, 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 insurer, the provider must notify OCI that it intends to be exempt with respect to a specific HMO insurer and must provide that notice for the period January 1, 1990, to December 21, 1990, at least sixty (60) day 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 insurer or if the physician is a selected provider for the HMO insurer, 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 insurer, 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 insurer is required to meet minimum capital and surplus standard ("compulsory surplus requirements"). These standards are higher if the HMO insurer 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 less than 90%, or 3% 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, an HMO insurer must also maintain a security surplus in the amount set by the Commissioner of Insurance.

FINANCIAL INFORMATION

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