



State of Oklahoma
Department of Central Services
Central Purchasing

Solicitation

1. Solicitation #: 5160000044

2. Solicitation Issue Date: 3-29-11

3. Brief Description of Requirement:

CONTRACT FOR MEDICAL CLAIMS PROCESSING

4. Response Due Date¹: 06/16/2011

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO:

Personal or Common Carrier Delivery:

Department of Central Services, Central Purchasing
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116,
Oklahoma City, OK 73105

U.S. Postal Delivery:

Department of Central Services, Central Purchasing
P.O. Box 528803,
Oklahoma City, Oklahoma 73152-8803

6. Solicitation Type (check one below):

- ☐ Invitation to Bid
☒ Request for Proposal
☐ Request for Quote

7. Requesting Agency: EMPLOYERS GROUP INSURANCE BOARD

8. Contracting Officer:

Name: Irene Bowman

Phone: (405) 521-4058

Email: irene_bowman@dcs.state.ok.us

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")



State of Oklahoma
Department of Central Services
Central Purchasing

Responding Bidder Information

"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation # 5160000044 _____

2. Bidder General Information:

FEI / SSN : _____ VEN ID: _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit¹:

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

☐ YES - Filing Number: _____

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☐ YES – include a certificate of insurance with the bid

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)²

Authorized Signature

Date

Printed Name

Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

² For frequently asked questions concerning workers' compensation insurance, see http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html



**State of Oklahoma
Department of Central Services
Central Purchasing**

**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: 5160000044
Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;
- A.1.3.** "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.1.4.** "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5.** "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1.** Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed "Responding Bidder Information", DCS-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2.** Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4.** All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.2.5.** All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1.** If an "Amendment of Solicitation", DCS-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3.** It is the Bidder's responsibility to check the DCS/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

- A.5.1.2.** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4.** Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.
- A.5.2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at the Department of Central Services, Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Bids Subject to Public Disclosure

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

A.8. Late Bids

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1.** Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2.** The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.
- A.9.3.** Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

- A.10.1.** Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2.** Bidders guarantee unit prices to be correct.
- A.10.3.** In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation.

A.13. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:15-4-11.

A.14. Award of Contract

- A.14.1.** The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.14.2.** Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3.** In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the DCS website at the following link:
<https://www.ok.gov/dcs/vendors/index.php>.

A.15. Contract Modification

- A.15.1.** The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.15.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.16. Delivery, Inspection and Acceptance

- A.16.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2.** Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.17. Invoicing and Payment

- A.17.1.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2.** Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.18. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.19. Audit and Records Clause

- A.19.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2.** The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.20. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.21. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.22. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.23. Termination for Cause

- A.23.1.** The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2.** The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.23.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

- A.24.1.** The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.24.2.** If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25. Insurance

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.26. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

A.28. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.29. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.



SOLICITATION REQUEST

☐ Request for Quote

☐ Request for Proposal

☐ Request for Bid

Dispatch via Print

State & Educ Empl Grp Ins Bd
EMPLOYEES GROUP INSURANCE BOARD
PURCHASING
 3545 NW 58TH STREET SUITE 1000
 OKLAHOMA CITY OK 73112

Vendor: NAME

Address: _____

Address: _____

City: _____ ST: _____ ZIP: _____

Request Quote ID.	Date	Buyer	Page
5160000044	03/16/2011	Irene Bowman (580)	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	03/29/2011 01:50 PM	06/16/2011 03:00 PM	
Requisition Number Reference: From Req ID - 5160000145			

Ship To: EMPLOYEES GROUP INSURANCE BOARD
 LANDMARK TOWERS
 3545 NW 58TH 6TH FLOOR SUPPLY ROOM
 OKLAHOMA CITY OK 73112

Bill To: EMPLOYEES GROUP INSURANCE BOARD
 ACCOUNTS PAYABLE
 PO BOX 57820
 OKLAHOMA CITY OK 73157

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	84131608 / 1000008437 Contract for claims processing, customer service, utilization management, reporting, a national provider network in addition to the existing statewide HealthChoice network, fee negotiation for non-Network providers and	1	EA		

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:

Contract period: January 1, 2014 through December 31, 2014 with the option to renew for four (4) successive one year contract terms.

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature

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74 O.S. 2001 § 1361 et seq	2
36 O.S. 2001 § 6551 et seq	8
74 O.S. 2001 § 85.3	9
74 O.S. 2001 § 3401 et seq	9
74 O.S. 2006 § 1328	22
25 O. S. 2001 § 82.1	30
51 O.S. 2001 §§ 24A.1-27	55
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HIPAA Regulations can be more easily accessed at
<http://www.hhs.gov/ocr/privacy/hipaa/administrative/index.html>

ACA Link in HealthCare.gov
<http://www.healthcare.gov/law/about/index.html>

All references to Oklahoma Statutes can be viewed under “Legal Research” at:
<http://www.oscn.net/applications/oscn/start.asp>

B.1 Issuing Office

This Request for Proposal (RFP) is issued by the Department of Central Services (DCS) on behalf of the Oklahoma State and Education Employees Group Insurance Board (OSEEGIB). All proposals must be submitted in accordance with the policies, procedures, requirements and dates set forth below.

B.2 Statement of Purpose

OSEEGIB requests proposals from Third Party Administrators, (TPA), to provide: claims processing, customer service, utilization management, reporting, a national provider network in addition to the existing statewide HealthChoice network, fee negotiation for non-Network providers and facilities out of the State of Oklahoma, a Web portal with self-service abilities for members and providers, Health Risk Assessment services as well as other professional services for its health, dental and life insurance plans offered by and through OSEEGIB's indemnity health insurance plans known as HealthChoice. This RFP defines OSEEGIB requirements to qualify a TPA for a contract award and describes requested TPA services.

The Contract shall be awarded for a one (1) year term to be effective January 1, 2014 or the date the TPA has passed an implementation audit and given authority by OSEEGIB to begin processing claims. The Contract shall include a provision for OSEEGIB, in its sole discretion and at the end of each term, to renew the one (1) year term for four (4) additional one-year renewal terms. The State Purchasing Director shall negotiate provisions in the RFP to reduce costs and/or improve the level of service in conjunction with the acquisition of computer technology systems. See, 74 O.S. (2001) § 85.9D

B.3 Objectives

- B.3.1 OSEEGIB expects the TPA to provide services for its members and providers to receive fast and accurate processing of claims, while containing costs by being innovative and providing efficient cost effective resources and technology. OSEEGIB is looking for a TPA to have a pro-active approach to short and long term objectives and initiatives. OSEEGIB intends to hire a TPA with a reputation in the marketplace focusing on quality service. The TPA shall provide efficient administration of claims processing suited for the needs of all HealthChoice members and providers, with a focus on cost containment. The TPA shall be compliant with the Health Insurance Portability Accountability Act, (HIPAA).

OSEEGIB understands a TPA's desire to have clients adhere to the TPA's standard business practices. However, OSEEGIB has identified several characteristics that make it a specialized client for TPAs. OSEEGIB intends to contract with a TPA that acknowledges the unique aspects of contracting with OSEEGIB and describes in its executive summary and throughout its response the TPA's understanding of these unique aspects and how the TPA

intends to implement and maintain OSEEGIB's plan design within the TPA's systems and organizational perspective.

B.3.2 The non-standard business practices included in this RFP identified by OSEEGIB include:

B.3.2.1 Eligibility information must reflect information including the following fields which are generally unique to OSEEGIB:

B.3.2.1.1 By Plan: HealthChoice High, Basic, HealthChoice High Deductible Plan, HealthChoice USA, two Medicare Supplement plans, HealthChoice Dental and HealthChoice Life plan;

B.3.2.1.2 State, Education, Local Government;

B.3.2.1.3 Out-of-State Retirees;

B.3.2.1.4 Actives, Pre-Medicare and Medicare;

B.3.2.1.5 Rate Class: Member, Spouse, Dependent – 1 Child, Dependent – 2 or more children;

B.3.2.2 Plan Design;

B.3.2.3 High Deductible Pharmacy and Medical Plan;

B.3.2.4 Via an Interagency Agreement, OSEEGIB administers the benefit plans for the Oklahoma Department of Rehabilitation Services (DRS) and for the Oklahoma Department of Corrections (DOC);

B.3.2.5 OSEEGIB serves over 1,000 employer groups with multiple retirement systems. There are a significant number of terminations that occur on a retroactive basis. Some retroactive terminations encompass a period exceeding six months. This scenario results in overpayments and requires the TPA to collect money from former members who utilized benefits when in fact they should not have had coverage.

B.3.2.6 OSEEGIB requires customized paid claims reports for premium rating purposes. Generally, these will key off of special fields in the eligibility file.

B.4 Identification of OSEEGIB

B.4.1 OSEEGIB was established by, and operates pursuant to, the Oklahoma State and Education Employees Group Insurance Act, 74 O.S. (2001) § 1301, et seq., hereinafter (Act). The Act was established for the benefit of state and

education employees, employees of other state governmental entities and quasi-state governmental entities authorized by the Act to participate in the insurance plans offered by OSEEGIB. The health, dental and life insurance plans offered by OSEEGIB are known as the HealthChoice plans. OSEEGIB makes decisions on all policy matters affecting the group insurance plans, including member benefits, premium rates and the investment of premiums.

- B.4.2 Pursuant to legislative authority, OSEEGIB Rules set forth the eligibility, type of participation and benefits guidelines for all participating employers. A copy of the official agency Rules is on file with the Office of the Secretary of State beginning at Oklahoma Administrative Code Title 360:1-1-1, or the Rules may be found at www.sib.ok.gov/sib (“About OSEEGIB”)
- B.4.3 Hewlett Packard Administrative Services LLP (HP) is the current third party administrator for health, dental and life claims and the administration of the certification process.
- B.4.4 Pharmacy benefits management and administration of disability benefits is not part of the RFP. However, for informational purposes, Medco Health Solutions, Inc. is the current Pharmacy Benefit Manager (PBM) for pharmacy claims administration and required Medicare D Employer Direct Waiver PDP services. GHS Property and Casualty Company provides administrative services for the disability benefit.

B.5 Identification of Employees Benefits Council

- B.5.1 The State of Oklahoma Employees Benefits Council, “EBC,” was established by the Employees Benefits Act, 74 O.S. (2001) § 1361, et seq. EBC is responsible for providing health and dental benefit choices for active State employees and their eligible dependents, administering the Internal Revenue Code Section 125 Flexible Benefits Program, preparation and oversight of all employee benefit communication materials, and collecting premiums offered to active State employees. OSEEGIB also provides and the TPA administers certain benefits as part of EBC’s OK Health Program, the State’s wellness initiative for its employees. The EBC population includes approximately 35,000 State employees, all of whom are covered by the HealthChoice life insurance plan, 21,000 are covered under the HealthChoice health plan, and 23,769 on the HealthChoice dental plan.

B.6 Identification of HealthChoice, DRS and DOC

- B.6.1 OSEEGIB sponsors a full range of benefit plans for eligible participants. Benefit plans provided for eligible members through OSEEGIB are self-insured.

Health, Dental, Life and certification information can be located on OSEEGIB's web site at www.sib.ok.gov

- HealthChoice High, Basic, USA and High Deductible Health Plan
- Medicare Supplement High and Low
- Dental
- Life

B.6.2 Pursuant to an interagency agreement with the Department of Rehabilitation Services, (DRS), an Oklahoma State Agency, and OSEEGIB provides DRS with claims processing, quality assurance, reporting, network management and customer service. DRS plan activity must be reported separately. The DRS is federally funded. Eligibility and prior authorization information is provided to the TPA by DRS.

B.6.3 OSEEGIB also administers a plan for the Department of Corrections, (DOC), an Oklahoma State Agency. Pursuant to interagency agreement, OSEEGIB provides claims processing, quality assurance, reporting, network management and customer service for all inmates for whom DOC is responsible. Eligibility information is provided to the TPA by DOC. The DOC is funded by legislative appropriations. The DOC plan's activity must be reported separately.

B.7 Identification of Members

B.7.1 The TPA will bid a fee based on the health plans per primary member per month calculation. For purposes of information, the number of members in OSEEGIB Plans as of February 28, 2011 is identified in Exhibit A, sorted by Plan and Member categories. The primary member count referenced is 113,331. The total HealthChoice participation is 163,618.

DOC participation is approximately 20,000 inmates. DRS participation is 4000 clients. Both DOC and DRS require a separate set up as if they were individual contracts.

B.7.2 The statistical information contained in Exhibits and throughout this document, is believed to be accurate for the date specified but is not intended as, and must not be considered, an express or implied warranty by OSEEGIB.

EXHIBIT A – Census Data

B.8 Identification of Paid Claims History

EXHIBIT B – Paid Claims History

B.9 Eligibility and Accounting System

B.9.1 OSEEGIB uses and manages the V3 application for its eligibility and premium accounting system which was developed by Vitech Systems Group,

Inc. This system is currently operating in a Windows server environment utilizing an Oracle database.

- B.9.2 DRS uses and manages the AWARE application for its eligibility system developed by Alliance Enterprise. This system is currently operating in a Microsoft SQL server environment utilizing an SQL database.
- B.9.3 DOC uses and manages the OMS application for its eligibility system developed by Syscon Justice Systems. This system is currently operating in a Windows 2003 server environment utilizing an Oracle 8i database.

The TPA must affirm its understanding of all OSEEGIB contractual provisions (B.10-B.28) and agree to comply with those provisions for the duration of the contract.

B.10 Acceptance of Offer

- B.10.1 The submission of a proposal shall constitute a binding offer to perform those services described within the proposal. The proposal shall remain in effect for six (6) months after submission. OSEEGIB shall have the option of accepting the proposal at any time within that six (6) month period. If the proposal is accepted more than six (6) months after submission, OSEEGIB and the TPA shall agree to adjust the time lines up to six (6) months. The TPA is advised that its proposal may be accepted any time within that six (6) month period, even if OSEEGIB accepted another TPA's proposal and subsequently that contract was terminated.

This paragraph contradicts and supersedes DCS' General Pricing Provisions at A.10.1

- B.10.2 By submitting a proposal, the TPA agrees not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- B.10.3 If a TPA fails to notify OSEEGIB of an error, ambiguity, conflict, discrepancy, omission or other error in the RFP known to the TPA, or an error that reasonably should have been known by the TPA, the TPA shall submit a proposal at its own risk. The TPA shall not be entitled to additional compensation, relief or time by reason of the error or its later correction.

B.11 Contractual Term

- B.11.1 The Contract shall be awarded for a one (1) year term to be effective January 1, 2014 or the date the TPA has passed an implementation audit and given authority by OSEEGIB to begin processing claims. The implementation audit and authority for the TPA to begin claims processing is determined at OSEEGIB's sole discretion based on meaningful claims adjudication and run of corresponding check cycle.

- B.11.2 The Contract shall include a provision for OSEEGIB, in its sole discretion and at the end of each term, to renew the one (1) year term for four (4) additional one-year renewal terms. OSEEGIB intends to renew the Contract for the additional four (4) years subject to the terms and conditions of the Contract, unless OSEEGIB determines in its sole discretion, that re-bidding Contract services is in OSEEGIB members' best interest.

B.12 Termination

- B.12.1 Within thirty (30) days after the date the TPA receives notice of termination, the TPA shall, at no additional cost to OSEEGIB, copy and deliver to OSEEGIB all files and data bases in an agreed upon electronic format, together with necessary and appropriate documentation (including record layouts and data dictionaries of the data bases and systems) used in the administration of the program. Coordination of this transfer is vital to the continuity of OSEEGIB's business and the TPA must do whatever is necessary to facilitate a timely and accurate transfer. Administrative procedures, both internal and external, and other related material necessary to operate the plan shall also be delivered. Between notification of termination and the termination date, additional information must be provided as requested.

If return of all information in files and data bases is not feasible, the TPA shall continue to extend the protections described in the Contract to such information, and limit further use of Private Health Information (PHI) to those purposes that make the return or destruction of such PHI infeasible. TPA shall destroy the PHI, upon written approval from OSEEGIB. If the TPA elects to destroy the PHI, the TPA shall certify in writing to OSEEGIB that such PHI has been destroyed.

- B.12.2 At the close of business on the termination date, the TPA shall transfer to OSEEGIB all unprocessed claims including, but not limited to, adjustments, correspondence, returned checks, certifications and pended claims shall be delivered to OSEEGIB at the close of business on the date of termination. The TPA shall transfer the toll free phone numbers, local phone numbers, local fax numbers, TDD phone numbers and PO boxes for OSEEGIB, DRS and DOC.
- B.12.3 The TPA shall give OSEEGIB at least one hundred eighty (180) days written notice prior to cancellation. The TPA shall also provide one hundred eighty (180) days written notice prior to non-renewal. This paragraph contradicts and supersedes DCS' General Pricing Provisions at A.23.1
- B.12.4 OSEEGIB and the DCS shall terminate this contract for cause upon giving the TPA thirty (30) days written notice. Termination for cause is defined as the failure of the TPA to maintain the quality of its services provided for by this contract to the satisfaction of OSEEGIB. OSEEGIB and the DCS shall

terminate this contract without cause upon giving the TPA one hundred eighty (180) days written notice.

- B.12.5 Following the effective date of termination, this contract shall be of no further force and effect, except that each party shall remain liable for any obligations or liabilities arising from activities carried on by it hereunder prior to the effective date of termination of this contract.
- B.12.6 The TPA, OSEEGIB and the DCS shall agree that each party reserves the right to terminate this contract if funds are not available to support the continuation of this benefit program administered by OSEEGIB, or if it is otherwise determined by OSEEGIB, at its sole discretion, that it is in the best interest of the State to terminate the contract.
- B.12.7 In order to minimize the disruption of ongoing services, the acceptable ending backlog of claims, pending claim, correspondence, adjustments, appeals, return checks and certifications to be assumed by the new TPA shall not exceed fourteen (14) calendar days.

In order to prevent future contracted TPA's from having to load its system with benefits and plan designs for charges incurred prior to the date of the new TPA's contract, this contract requires the TPA administering claims for its final benefit year to process all run out claims for six months beyond the termination of its agreement for general services. The TPA shall continue to respond to member and provider inquiries via customer service for an additional six months beyond the termination of its agreement for general services.

- B.12.8 Damages shall be assessed on all claims in excess of the acceptable ending backlog. The damages shall be calculated by dividing the administrative fee for the final month of the contract by the total number of claims received in the final month of the contract and multiplied by the number of claims in excess of the acceptable ending backlog. The damages shall be withheld from the last month's administrative fee. In addition, claims processed in the final month may be audited and additional damages assessed as set forth in the Performance Standards listed in this RFP.

B.13 Electronic and Information Technology Accessibility (EITA) Standards

- B.13.1 All electronic and information technology procurements, agreements, and contracts shall comply with Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance Electronic Information Standards shall be found at www.ok.gov/DCS/CentralPurchasing. The State of Oklahoma information technology Accessibility Standards are based on the standards developed to implement Federal Section 508 of the Rehabilitation Act. Compliance with

these standards is required for all software application systems utilized by agencies of the State of Oklahoma.

- B.13.2 Upon request, the TPA shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application development/customization by means of either a Voluntary Product Accessibility Template or other comparable document.
- B.13.3 The TPA shall indemnify and hold harmless the State of Oklahoma and any Oklahoma governmental entity purchasing the product, system or application developed and/or customized by the TPA from any claim arising out of the TPA's failure to comply with the aforementioned requirements.

B.14 Performance Security

- B.14.1 The TPA must provide to OSEEGIB within thirty (30) days after contract execution, the original of a blanket, no deductible fidelity bond in the amount of One Million Dollars (\$1,000,000), with OSEEGIB as the sole beneficiary. The TPA shall further provide a performance bond in the amount of Three Million Dollars (\$3,000,000). In lieu of the fidelity bond and the performance bond, the TPA shall provide an irrevocable letter of credit in the amount of One Million Dollars (\$1,000,000) for a fidelity breach and Three Million Dollars (\$3,000,000) for breach of performance. If the TPA is a subsidiary of another corporation, the parent corporation must additionally guarantee and indemnify the performance of the subsidiary. This bond and/or irrevocable letters of credit should be issued from a reliable surety company or national bank that is acceptable to OSEEGIB.
- B.14.2 Additionally, the TPA shall contemporaneously furnish a Certificate of Insurance from an insurer satisfactory to OSEEGIB, certifying that liability coverage is in effect and that OSEEGIB is a sole beneficiary or named insured. Written notice must be received by OSEEGIB at least 20 days prior to date of cancellation.

B.15 Confidentiality and HIPAA Requirements

- B.15.1 The TPA agrees that it maintains internal practices, policies, books and records, including policies and procedures relating to the use and disclosure of OSEEGIB confidential and protected health information and will provide OSEEGIB a summary description of those policies and procedures upon request. All OSEEGIB member information concerning this RFP is the sole property of the State of Oklahoma and shall remain confidential. It shall not be used by the TPA nor transmitted to others for any reason whatsoever, except as shall be required to administer and implement the Solicitation Specifications described in this RFP, or with prior written approval from OSEEGIB.

B.15.1.1 The TPA must identify its HIPAA compliance officer.

B.15.2 The TPA, as a “Business Associate,” agrees to the following ‘Business Associate Agreement’ between OSEEGIB and the TPA as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) statutes and regulations.

B.15.2.1 Definitions:

B.15.2.1.1 “Business Associate” shall have the meaning given to Business Associate under the Privacy Rule, including, but not limited to, 45 CFR§ 160.103.

B.15.2.1.2 “Contract” shall mean the definition of contract as defined in Section B.19.

B.15.2.1.3 “Data Aggregation” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR § 164.501.

B.15.2.1.4 “Designated Record Set” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR § 64.501.

B.15.2.1.5 “Health Care Operations” shall have the meaning given to such term under the Privacy Rule including, but not limited to, 45 CFR § 164.501.

B.15.2.1.6 “HIPAA” means Health Insurance Portability and Accountability Act of 1996.

B.15.2.1.7 “HITECH” means the Health Information Technology for Economic and Clinical Health Act

B.15.2.1.8 “Individual” shall have the same meaning as the term “individual” as used in 45 CFR § 164.501 and shall include a person who qualifies as a “personal representative” in accordance with 45 CFR § 164.502(g), and shall also mean the person or “individual” who is the subject of information that constitutes PHI, and has the same meaning as the term “individual” as used in 45 CFR § 160.103

B.15.2.1.9 “OSEEGIB” shall have the meaning given to the term ‘Covered Entity’ under the Privacy Rule including, but not limited to, 45 CFR § 160.103 for purposes of this Business Associate Agreement only and to the extent required by law.

- B.15.2.1.10 “Privacy and Security Rule” shall mean the HIPAA Regulations codified at 45 CFR Parts 160 through 164.
- B.15.2.1.11 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR § 160.103 [45 CFR §§160.103]
- B.15.2.1.12 “Protected Information” shall mean PHI provided by OSEEGIB to or created or received by the TPA on OSEEGIB’s behalf.
- B.15.2.1.13 “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR §164.103
- B.15.2.1.14 “Security Incident” shall have the same meaning as “security incident” in 45 CFR §164.304.

B.15.2.2 Obligations of the TPA

- B.15.2.2.1 Permitted Uses. The TPA shall not use Protected Information except for the purpose of performing the TPA’s obligations under the Contract and as permitted under the Contract. Further, the TPA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by OSEEGIB, except that the TPA shall use Protected Information (i) for the proper management and administration of the TPA, (ii) to carry out the legal responsibilities of the TPA, or (iii) for Data Aggregation purposes for the Health Care Operations of OSEEGIB, and also as permitted in Section (3) of this Business Associate Agreement [45 CFR §§ 164.504(e)]
- B.15.2.2.2 Permitted Disclosures. The TPA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by OSEEGIB, except that the TPA shall disclose Protected Information (i) in a manner permitted pursuant to the

Contract (ii) for the proper management and administration of the TPA, (iii) as required by law, or (iv) for Data Aggregation purposes for the Health Care Operations of OSEEGIB and as permitted in the Business Associate Agreement. Unless agreed otherwise herein, to the extent that the TPA discloses Protected Information to a third party, the TPA must obtain, prior to making any such disclosure, (i) reasonable assurance from such third party that such Protected Information shall be held confidential and secure and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to notify the TPA of any breaches of confidentiality or security of the Protected Information, to the extent it has obtained knowledge of such breach. [45 CFR § 164.504(e)]

B.15.2.2.3 Appropriate Safeguards. The TPA shall use appropriate safeguards and train its workforce according to TPA procedures as necessary to prevent the use or disclosure of Protected Information; and ensure the integrity and availability of electronic protected information that the TPA creates, receives, maintains or transmits. The TPA shall implement administrative, technical and physical safeguards that are reasonable and appropriate to the size and complexity of the TPA's operations and the nature and scope of its activities. [45 CFR § 164.504(e)] [45 CFR § 164.306(a)]

B.15.2.2.4 TPA's Agents. The TPA shall ensure that any agents, including subcontractors to whom it provides Protected Information, agree to the same restrictions and conditions that apply to the TPA with respect to such PHI. [45 CFR § 164.504(e)(2)(ii)(D)] The TPA shall maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation. [45 CFR § 164.530(e)(1) and 164.530(f)]

B.15.2.2.5 Access to Protected Information. The TPA shall make Protected Information, maintained in a Designated Record Set by the TPA or its agents or subcontractors, available to OSEEGIB for inspection and copying within ten (10) days of a request by OSEEGIB to enable OSEEGIB to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524. [45 CFR § 164.504(e)(2)(ii)(E)]

- B.15.2.2.6 Amendment of PHI. Within ten (10) days of receipt of a request from OSEEGIB for an amendment of Protected Information in a Designated Record Set or other record about an individual, the TPA or its agents or subcontractors shall make such Protected Information, within its possession, available to OSEEGIB for amendment and incorporate any such amendment to enable OSEEGIB to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526. If any individual requests an amendment of Protected Information directly from the TPA or its agents or subcontractors, the TPA must notify OSEEGIB in writing within five (5) days of the request. Any denial of amendment of Protected Information maintained by the TPA or its agents or subcontractors shall be the responsibility of OSEEGIB. [45 CFR § +-164.504(e)(2)(ii)(F)]
- B.15.2.2.7 Accounting Rights. The TPA agrees to implement a process to prepare an accounting of a member's Protected Information that is collected and maintained by the TPA and its agents or subcontractors, subject to the exceptions, if any, to enable OSEEGIB to respond to a request for an accounting of disclosures. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. The TPA and its agents or subcontractors shall make the accounting available to OSEEGIB, within a reasonable time or the time allowed by the applicable Privacy Rule, to enable OSEEGIB to fulfill its obligations under the Privacy Rule, as amended. In the event that the request for an accounting is delivered directly to the TPA or its agents or subcontractors, the TPA shall process the request according to the current Privacy Rule (s) as amended, and forward a copy to OSEEGIB.
- B.15.2.2.8 Governmental Access to Records. The TPA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining

OSEEGIB's compliance with the Privacy Rule. [45 CFR § 164.504(e)(2)(ii)(H)] The TPA agrees to notify OSEEGIB with the date it provides access to OSEEGIB Protected Information to the Secretary and a general description of any OSEEGIB Protected Information it provides to the Secretary.

B.15.2.2.9 Minimum Necessary. The TPA and its agents or subcontractors shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [45 CFR § 164.514(d)(3)]

B.15.2.2.10 Data Ownership. The TPA acknowledges that the TPA has no ownership rights with respect to the Protected Information.

B.15.2.2.11 Retention of Protected Information. The TPA and its subcontractors or agents shall transmit the Protected Information described in the Contract to OSEEGIB on a scheduled basis according to Contract terms. The TPA shall maintain all Protected Information that has not been previously transmitted to OSEEGIB for a period of six (6) years after the date it was created or the last effective date, whichever is later or transmit it to OSEEGIB for receipt and storage. [See, 45 CFR §§ 164.530 (j)(1)(2)]

B.15.2.2.12 Notification of Breach. During the term of this RFP, TPA agrees to notify OSEEGIB within three (3) days of discovery of any use or disclosure of PHI not authorized by this agreement or the terms of the Contract, of which the TPA becomes aware. Within thirty (30) days after the date discovered, TPA agrees to report to OSEEGIB the following: the nature of the non-permitted use or disclosure; the OSEEGIB PHI used or disclosed; who made the non-permitted or violating use or received the non-permitted or violating disclosure; what corrective actions TPA has taken or will take to prevent further non-permitted or violating uses or disclosures; and what TPA did or will do to mitigate any deleterious effect of the non-permitted or violating use or disclosure. The TPA shall also notify OSEEGIB of a finding or stipulation that the TPA has violated any standard or requirement of the HIPAA Regulations or other security or privacy laws arising from any administrative or civil proceeding in which the TPA has been joined. The TPA agrees that OSEEGIB and the TPA will investigate an actual breach;

however, the TPA shall coordinate with OSEEGIB to control the investigation or any notification procedures related to the incident. TPA agrees and acknowledges CMS Guidance and special notifications to HHS and the CMS/OSEEGIB Account Representative in the event of a security or privacy breach of Medicare beneficiaries' protected health information.

With regard to implementation of the HIPAA Security Rule, 45 CFR Part 164, Subpart C, Oklahoma Statute 74 O.S. § 3113.1 and the occurrence of a Security Incident, TPA agrees to report to OSEEGIB any successful (i) unauthorized access, use, disclosure, modification, or destruction of OSEEGIB electronic PHI or (ii) interference with TPA system operations that contain OSEEGIB member information of which TPA becomes aware. TPA shall make such report to the OSEEGIB HIPAA Security Officer immediately after TPA learns of any successful Security Incidents. To avoid unnecessary burden on either party, TPA will only be required to report, upon OSEEGIB's request, attempted, but unsuccessful unauthorized access, use, disclosure, modification, or destruction TPA electronic PHI or interference with system operations in TPA information systems that involve OSEEGIB electronic PHI of which TPA becomes aware, provided that OSEEGIB's request shall be made no more often than is reasonable based upon the relevant facts, circumstances and industry practices.

B.15.2.2.13 Audits, Inspection and Enforcement. Upon request, the TPA agrees that OSEEGIB or its designee, shall conduct a reasonable inspection of TPA facilities, systems, books, records, policies and procedures relating to the use or disclosure of Protected Information pursuant to the Contract for the purpose of determining whether the TPA has complied with HIPAA; provided, however, that (i) the TPA and OSEEGIB shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) OSEEGIB shall protect the confidentiality of all confidential and proprietary information of the TPA to which OSEEGIB has access during the course of such inspection; and (iii) OSEEGIB shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by the TPA. The fact that OSEEGIB inspects, or fails to inspect, or has the right to inspect, the TPA's facilities, systems, books records,

policies and procedures does not relieve the TPA of its responsibility to comply with these terms of the Contract between TPA and OSEEGIB. OSEEGIB's failure to detect deficiencies or failure to notify the TPA or require the TPA's remediation of any unsatisfactory practices does not constitute acceptance of such practices or a waiver of OSEEGIB's enforcement rights under the Contract between TPA and OSEEGIB.

B.15.2.3 Special Uses and Disclosures

- B.15.2.3.1 TPA shall create, receive, use, or disclose PHI related to OSEEGIB Plan members only in a manner that is consistent with the terms of the Contract and the Privacy Rule, and only in connection with providing the services to OSEEGIB that are related to the administration of prescription drug benefits and/or identified in the Contract. TPA shall de-identify OSEEGIB PHI, provided TPA complies with 45 CFR §164.514(b); does not violate the Privacy Rule if done by OSEEGIB; and the TPA provides written assurances to OSEEGIB regarding use and disclosure of the de-identified data.
- B.15.2.3.2 TPA shall, consistent with the Privacy Rule, use or disclose PHI that a Business Associate receives in its capacity as manager of prescription drug benefits and in its capacity as a Business Associate to OSEEGIB if such use relates to the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate under the RFP. "Legal responsibilities" of the Business Associate used herein shall mean responsibilities imposed by law or regulation, but (unless otherwise expressly permitted by OSEEGIB) shall not mean obligations the TPA shall assume pursuant to contracts, agreements, or understandings other than the terms of the Contract.
- B.15.2.3.3 TPA shall engage in "data aggregation services" related to OSEEGIB in a manner permitted by the Privacy Rule at 45 CFR § 164.504(e)(2)(i)(B) and that complies with the terms of the Contract. "Data aggregation services" as used herein shall mean the combining of PHI by TPA with PHI received by the TPA in its capacity as a Business Associate of another covered entity, to permit analysis of data that relates to the health care operations of OSEEGIB or another covered entity.

B.15.2.3.4 TPA shall use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.502.

B.15.2.3.5 Any right of the TPA to create, use, or disclose PHI pursuant to this Agreement shall not include the right to 'de-identify' or aggregate PHI, except as provided for in this Business Associate Agreement or as expressly permitted by OSEEGIB or the Privacy Rule, provided that such use or disclosure would not violate the Privacy Rule if done by OSEEGIB.

B.15.2.4 Obligations of OSEEGIB

B.15.2.4.1 OSEEGIB shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to the TPA pursuant to this RFP, in accordance with the standards and requirements of the Privacy and Security Rules, until such PHI is received by the TPA.

B.15.2.4.2 OSEEGIB shall notify TPA of any limitation(s) in its notice of privacy practices of OSEEGIB in accordance with 45 CFR § 164.520, to the extent that such limitations shall affect TPA use or disclosure of PHI, and shall also notify TPA of any material change in privacy practices and procedures of OSEEGIB.

B.15.2.4.3 OSEEGIB shall notify TPA of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent such changes shall affect TPA use and disclosure of PHI.

B.15.2.4.4 OSEEGIB shall notify TPA of any restrictions in the use or disclosure of PHI that OSEEGIB has agreed to in accordance with 45 CFR § 164.522, to the extent such restriction shall affect TPA use or disclosure of PHI. Prior to agreeing to any restriction, OSEEGIB will consult with TPA regarding whether the proposed restriction will affect its functions, activities, or services under the Contract.

B.15.2.4.5 If OSEEGIB or TPA receives a request from an Individual for confidential communication of PHI by alternative means or at alternative locations in accordance with 45 CFR 164.522(b), both OSEEGIB and TPA will accommodate the request to the extent feasible

B.15.2.4.6 OSEEGIB shall not request TPA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if such use or disclosure were made by OSEEGIB.

B.15.2.5 Termination

B.15.2.5.1 Material Breach. A breach by the TPA of any material provision of the terms of the Business Associate Agreement Section of the Contract shall constitute a material breach of the Contract and provide grounds for immediate termination of the Contract by OSEEGIB pursuant to Termination Section of the Contract. [45 CFR § 164.504(e)(2)(iii)]

B.15.2.5.2 Reasonable Steps to Cure Breach. If OSEEGIB knows of a pattern of activity or practice of the TPA that constitutes a material breach or violation of the TPA's obligations under the provisions of the terms of the Business Associate Agreement Section, OSEEGIB shall provide TPA with an opportunity to cure the breach and end the violation. If TPA does not cure the breach with ninety (90) days after OSEEGIB notifies TPA of the opportunity to cure, then, within the sole discretion of OSEEGIB, OSEEGIB shall take reasonable steps to cure such breach or end such violation, as applicable. If OSEEGIB's efforts to cure such breach or end such violation are unsuccessful, OSEEGIB shall either (i) terminate the Contract, if feasible or (ii) if termination of this the Contract is not feasible, OSEEGIB shall report the TPA's breach or violation to the Secretary of the Department of Health and Human Services. [45 CFR § 164.504(e)(1)(ii)]

B.15.2.5.3 Compliance with the HITECH Act. Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies and procedures and documentation requirements) of title 45, Code of Federal Regulations the Security Rule, shall apply to a Business Associate in the same manner that such sections apply to a Covered Entity. The additional requirements of Title XXXXIII of the "Health Information Technology for Economic and Clinical Health Act" or the "HITECH Act" contained in Public Law 111-005 that relate to security and that are made applicable with respect to covered entities shall also be applicable to a Business Associate and shall be and by

this reference hereby are incorporated into this Business Associate Agreement.

Business Associate shall use and disclose Protected Health Information that a Business Associates obtains or creates only if such use or disclosure, respectively, is in compliance with each applicable requirement of Section 164.504(e) of Title 45, Code of Federal Regulations, the Privacy Rule, relating to business associate contracts. The additional requirements of Subtitle D of the "Health Information Technology for Economic and Clinical Health Act" or the "HITECH Act" contained in Public Law 111-005 that relate to privacy and that are made applicable with respect to covered entities shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into the Business Associate Agreement. Business Associate agrees that HIPAA and HITECH civil and criminal penalties for data security and privacy violations apply to Business Associate when acting on behalf of OSEEGIB to the extent the penalties apply to OSEEGIB.

- B.15.2.5.4 Effect of Termination. Upon termination of the terms of the Business Associate Agreement for any reason, the TPA shall return all OSEEGIB Protected Information to OSEEGIB that the TPA or its agents or subcontractors still maintain in any form according to paragraph B.12 of the RFP.

B.16 Appropriated Funds

- B.16.1 The parties understand and agree that none of the sums to be paid under this agreement are appropriated funds. Should there be a revenue shortfall, OSEEGIB shall not seek appropriations and shall not use appropriated funds to pay for this obligation. The most recent financial statement of OSEEGIB is posted on OSEEGIB's website: www.sib.ok.gov/sib/ (go to "About OSEEGIB" 2009 Annual Report Statement)

B.17 Records

- B.17.1 The TPA shall maintain full and adequate records relating to the services it is performing under this agreement and shall allow OSEEGIB to review and copy such records upon request. The TPA shall provide adequate safeguards for all books and records. The TPA shall reveal to OSEEGIB the specifics of its safeguarding program.

B.18 Right to Audit

- B.18.1 OSEEGIB, or its designated representatives, including the State Auditor and Inspector and independent third parties, shall be authorized to examine all records, data and systems of the TPA which are directly related to the performance of this contract. All records and data, without regard to form or media, shall be available during normal business hours upon forty-eight (48) hours notice. Included in this right to audit shall be the following provisions:
- B.18.1.1 OSEEGIB, or its designated representative, is authorized to visit the TPA's premises and have full access to all records and data including paper documents, electronic documents, policies and procedures, benefit document, imaged and magnetically-stored data which relate to this contract.
- B.18.1.2 OSEEGIB, or its designated representative, is authorized to perform claims review and/or a review of the operational procedures and adjudication process. An operational review includes a review of the policies and procedures, work flow, staffing and training, system capabilities and edits, and disaster recovery plans.
- B.18.1.3 The TPA shall assist OSEEGIB by promptly providing requested records and data and reasonable access to the TPA's personnel.
- B.18.1.4 The findings of the audits performed by OSEEGIB or its designated representative shall be conclusive. The TPA shall cooperate with OSEEGIB and implement the recommendations of the audit findings.
- B.18.1.5 The TPA is required to retain all records relative to this contract for the duration of the contract term and for a period of three (3) years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the three (3) year period, the records are required to be maintained for three (3) years from the date that all issues arising out of the action are resolved or until the end of the three (3) year retention period, whichever is later.

B.19 Ownership of Data

- B.19.1 Although OSEEGIB is subject to the Oklahoma Open Records Act, 51 O.S. (2001) § 24A.1, OSEEGIB maintains documents and information that are considered confidential by law, 74 O.S. (2001) § 1322. In connection with this Contract, the TPA will have access to information that is considered confidential, and the TPA warrants and represents that such confidential information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by the TPA, its employees, officers,

directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successors, or any other persons or entities without OSEEGIB's express written permission. The TPA shall instruct its agents, representatives, subcontractors and/or independent contractors that they shall not use or disclose such confidential information to any other person or entity without the express written permission of OSEEGIB, except as absolutely necessary for TPA to render services under this Contract or as required by law. The TPA warrants and represents that it has a tested and proven system in effect to protect all confidential information as defined herein.

- B.19.2 OSEEGIB "Confidential Information" includes the records and resulting data generated from the confidential information of all OSEEGIB members, retirees, and beneficiaries in any plan administered by OSEEGIB and all other related information that is subject to protection from disclosure pursuant to Oklahoma or federal law, including, without limitation all privacy protections as provided in and in the "Privacy Rule" adopted pursuant to HIPAA.
- B.19.3 The TPA agrees that OSEEGIB possesses exclusive property rights to the records and data designated herein as confidential information on behalf of OSEEGIB members. The TPA shall establish, maintain, and enforce agreements with its officers, directors, employees, subcontractors, independent contractors, affiliates, subsidiaries, assigns, agents and representatives who have access to any confidential information to fulfill the TPA's duties and obligations in this Contract and to specifically prohibit any use, sale, assignment, conveyance, provision, release, disclosure or other dissemination of any confidential information, except as otherwise required by law or authorized by OSEEGIB.
- B.19.4 The TPA shall immediately report to OSEEGIB any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any confidential information of which it or its subsidiaries, affiliates, employees, officers, directors, assigns, agents, representatives, independent contractors, and subcontractors is aware or has knowledge or reasonably should have knowledge. The TPA shall also promptly furnish to OSEEGIB full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist OSEEGIB in investigating or preventing the reoccurrence of such event in the future. The TPA shall cooperate with OSEEGIB in connection with any litigation and investigation deemed necessary by OSEEGIB to protect any confidential information. The TPA further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of confidential information.

- B.19.5 The TPA acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any confidential information to others may cause immediate and irreparable harm to OSEEGIB and/or HealthChoice members and may violate state or federal laws and regulations. If the TPA or its affiliates, subsidiaries, employees, officers, directors, assigns, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, OSEEGIB will immediately be entitled to injunctive relief and/or any other rights or remedies available to OSEEGIB under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.
- B.19.6 During the term of this Contract, the TPA agrees that OSEEGIB is granted access to all OSEEGIB Confidential Data in the possession of the TPA and upon OSEEGIB request the TPA shall deliver to OSEEGIB a copy of any specified OSEEGIB confidential information and data that the TPA prepared, developed and/or stored by the TPA as part of this contract.
- B.19.7 Prior to the expiration, or upon the earlier termination of this Contract, the TPA shall provide OSEEGIB all confidential information and data as defined herein within the TPA's possession in the form of hard copy and/or electronic storage media. This paragraph does not apply to the TPA's proprietary formats or systems that contain the confidential information or proprietary documents pertaining to the operation of the TPA's business. The TPA may retain copies of those records or documents which it considers necessary for proof of performance.
- B.19.8 This entire Section shall survive any termination, renewal, extension or amendment of this Contract.

B.20 Contract Defined

- B.20.1 This RFP, together with the TPA's response, exhibits, written questions and clarifications, amendments or revisions signed by both parties and presented to the DCS and the DCS purchase order, constitute the entire and final agreement between OSEEGIB and the TPA relating to the rights granted and the obligations assumed by the parties and is the Contract when the DCS awards the Contract to the successful TPA.
- B.20.2 Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this RFP and the TPA's response thereto, not expressly set forth, are of no force or effect.

B.21 Hold Harmless

B.21.1 The TPA shall be responsible for the work, direction, and compensation of TPA employees, agents and subcontractors. Neither OSEEGIB nor the State of Oklahoma shall be liable, directly or indirectly, for the work and direction of TPA employees, agents or subcontractors. The TPA agrees to indemnify and hold harmless OSEEGIB, its employees and agents, and the State of Oklahoma from damages, loss, or liability to persons or property arising from claims of any kind, including, but not limited to compensation by TPA employees, agents, and subcontractors of the TPA against the TPA; negligent or willful acts of the TPA its employees or agents in performance of this Contract; acts, omissions or liabilities of the TPA acting in any capacity that relate to the Contract; and damages, costs, fines or penalties arising from HIPAA violations committed by TPA employees, agents or subcontractors. The State of Oklahoma does not waive compromise, concede, surrender, or relinquish any rights, privileges, immunities, or remedies that the State of Oklahoma and its employees possess under State or Federal law.

B.22 Designation of Personnel

B.22.1 OSEEGIB shall designate personnel or professionals under contract with OSEEGIB to administer any of the terms or conditions of this contract referenced herein, and any and all duties or acts required of OSEEGIB.

B.23 Severability

B.23.1 The terms and provisions of this contract shall be deemed to be severable one from the other, and any determination at law or in a court of equity that one term or provision is unenforceable, shall have no effect on the remaining terms and provisions of this contract, or any one of them, in accordance with the intent and purposes of the parties hereto.

B.24 Notice

B.24.1 Any notice required to be given, pursuant to the terms and provisions of the contract, shall be in writing, and delivered either by hand delivery with written receipt, or delivered by the U. S. Postal Service, (USPS) postage prepaid, by certified mail, return receipt requested, to OSEEGIB at 3545 N.W. 58th, Oklahoma City, Oklahoma 73112, or the TPA at the address listed on the DCS purchase order. The USPS notice shall be effective on the date indicated on the return receipt.

B.25 Supremacy of State Statutes

B.25.1 This Contract is subject to all applicable Federal Regulations and Oklahoma State Statutes, OSEEGIB's Rules and Administrative Directives. Any provision of this contract which is not in conformity with existing or future legislation shall be considered amended to comply with such legislation. Any

interpretation or disputes with respect to contract provisions shall be resolved according to the laws of the State of Oklahoma. Jurisdiction and venue for any litigation between OSEEGIB and the TPA shall occur in either a State or Federal court in Oklahoma County, Oklahoma.

B.26 Force Majeure

- B.26.1 Neither party shall be liable for any delay or failure of performance under this contract due to an act of God, or due to war mobilization, insurrection, rebellion, riot, sabotage, explosion, fire, flood or storm.

B.27 Assignments

- B.27.1 This contract shall not be assigned in whole or in part without written understanding and OSEEGIB approval.

B.28 Subcontractors

- B.28.1 In the event a proposal is jointly submitted by more than one vendor, one of the organizations must be designated as the TPA Prime Contractor. All other entities should be designated as subcontractors. The TPA shall certify that each subcontractor complies with the minimum requirements of this RFP and all contract provisions. The TPA shall provide said certification for future subcontractors when a subcontractor is engaged to perform services for OSEEGIB on behalf of the contracted TPA.
- B.28.2 The prime contractor shall be completely responsible for all contract services to be performed. Prime contractors must demonstrate that all aspects of system integration have been carefully and completely considered.
- B.28.3 Additionally, those TPAs utilizing subcontractors for this RFP shall name the subcontractor, define the relationship, the services to be performed by the subcontractor, and clearly state the years of experience. The TPA shall document procedures implemented allowing the TPA to fully interface with its subcontractors. For example, the TPA shall demonstrate how its customer service system interface/integration and department interfaces with the system and department of its subcontractors. Failure to adequately demonstrate the ability to timely integrate the organizations shall result in the elimination of the proposal.

C. SOLICITATION SPECIFICATIONS

The TPA shall comply with all requirements in this section. The TPA must state in its response exactly how it shall comply, providing detailed information and stating affirmatively its understanding of the requirements. Any alternative method offered by the TPA to the required Solicitation Specifications shall be considered as to whether the alternative method is or is not in

the best interest of the plan, and shall be evaluated accordingly. Said alternative methods shall be listed by the TPA in the Statement of Compliance.

In the event the TPA proposes a service requirement by different procedures with a similar result, the TPA shall explain in detail and provide the potential impact to OSEEGIB, its members and providers. No such alternative method shall be implemented by the TPA without express written approval of OSEEGIB.

All services required in this RFP are all-inclusive, and the TPA shall not charge any additional fees including, but not limited to benefit and plan changes, line charges, upgrades, mailings, and postage. Any additional services that the TPA intends to provide OSEEGIB, and which are included in the fees quoted in the response to this RFP, should be described in the TPA's response. Any additional services that the TPA intends to provide OSEEGIB, and which are not included in the administrative fees quoted, shall be itemized in the TPA's financial proposal.

C.1 Identification Card “ID” Administration

- C.1.1 The TPA shall be responsible for furnishing and mailing accurate identification card(s) to each HealthChoice primary active and pre-Medicare member and each Medicare member. The TPA issues HealthChoice health & dental ID cards, Health Choice Dental Only ID cards and an ID card for the National Provider Network. The TPA is not required to provide ID cards to the DRS and DOC population. An initial ID card, which will serve to identify HealthChoice members for the 2014 Plan Year, shall be produced and mailed in time for membership receipt no later than the end of December 2013.

Exhibit C – Current Identification Card Procedures

- C.1.1.1 Outline the TPA’s plan to execute the aforementioned timeline.
- C.1.1.2 State whether the TPA will implement the ID card procedures described in Exhibit C and state whether the ID card the TPA intends to use can accommodate the information found on the front and back of the current ID card.
- C.1.2 HealthChoice member addresses must be maintained and utilized for first-class mailings of ID cards.
 - C.1.2.1 Describe the TPA’s procedure for maintaining HealthChoice member addresses.
- C.1.3 In addition to the initial card production, the TPA shall produce and mail ID cards for new enrollments and changes to enrollments within two working days after the eligibility file is received by the TPA. The TPA shall mail additional and replacement ID card requests within two working days of the request. The TPA shall provide members access via the secure portal to print a paper ID card.

- C.1.3.1 Describe the TPA's process to perform the stated ID card production and mailing requirements.
- C.1.3.2 Describe in detail how the member will obtain an ID card via the secure member portal.
- C.1.4 OSEEGIB issues unique ID numbers for each of its primary members which must be utilized in processing claims. Oklahoma law prohibits the use of a member's Social Security number on the member's ID cards.
 - C.1.4.1 Affirm the TPA can print the OSEEGIB unique ID number on the ID card.
- C.1.5 The TPA shall provide one ID card to primary members with no dependents and two ID cards to those with covered dependents in health and/or dental plans. OSEEGIB has members that have health only, dental only or health and dental benefits. The TPA shall affix the ID card to a letter approved by OSEEGIB, which will explain the ID card, how it is utilized and customer service information.
 - C.1.5.1 Affirm the TPA can implement this process.
 - C.1.5.2 Provide a copy of the TPA's standard ID card letter and options for customization.
 - C.1.5.3 Describe in detail when an ID card is mailed and when it is not.
- C.1.6 The TPA shall be responsible for all aspects and expenses required for HealthChoice members to receive proper ID cards. This includes but is not limited to envelope bulk order, pre-processing, printing and personalization of ID card, inserting into envelope, pre-sort, postage and delivery to Post Office and any other related services.
 - C.1.6.1 Describe the TPA's experience with ID card administration from print to delivery and provide examples of options available to OSEEGIB.
- C.1.7 The ID cards shall be produced as dual-sided cards with customized data provided by OSEEGIB for health and dental members.
 - C.1.7.1 Affirm the TPA can print the ID cards as customized by OSEEGIB.
- C.1.8 The TPA shall have the ability to print at least three colors on the ID cards as directed by OSEEGIB.
 - C.1.8.1 Affirm the TPA can print at least three colors on the ID cards.

- C.1.9 The ID cards shall be plastic. Magnetic strips and or bar codes shall be required in accordance with the Patient Protection Affordable Care Act (ACA). The TPA shall produce and distribute ID cards in accordance with associated data elements as defined by ACA. OSEEGIB shall not be charged for redesign costs necessitated by future Federal mandates.
 - C.1.9.1 Provide a sample of the ID card the TPA intends to use for the OSEEGIB members.
 - C.1.9.2 Describe in detail the portion of the ID card that cannot be customized by OSEEGIB.
- C.1.10 The TPA shall accept OSEEGIB eligibility and enrollment data files daily in an electronic format as designed by OSEEGIB for daily production of the ID cards.
 - C.1.10.1 Affirm the TPA can accept daily OSEEGIB eligibility files and will print and mail ID cards daily.
- C.1.11 The TPA shall be responsible for handling all customer service related issues relative to the request, production, content and mailing of all ID cards.
 - C.1.11.1 Affirm the TPA's customer service can manage issues regarding ID cards.
- C.1.12 The TPA shall accept OSEEGIB and the member requests for ID cards via the Internet and issue cards based on these requests.
 - C.1.12.1 Describe how OSEEGIB and members will obtain ID cards via the Internet and issue an ID card to the member.
- C.1.13 The TPA shall provide OSEEGIB a national network, in addition to using the HealthChoice statewide network, allowing OSEEGIB to contract with national providers at varying reimbursement rates. The TPA shall issue an ID card for members utilizing the National Provider network. The TPA shall affix the ID cards to a letter that the TPA shall mail. The TPA shall be responsible for all elements of the card production and delivery to the member, including but not limited to the card production, envelope bulk order, pre-processing, printing and personalization of ID card, inserting into envelope, presort, postage and delivery to Post Office.
 - C.1.13.1 Can the HealthChoice member use the HealthChoice ID card for access to the National Networks or will the TPA require a unique ID card for National Network access?
 - C.1.13.2 Describe the TPA National Provider Network and leasing agreement, if applicable.

- C.1.13.3 Describe and provide the minimum requirement information and optional information that must be on the ID card for OSEEGIB to access the National Provider Network.
- C.1.13.4 Provide a template of the ID card that will be used by OSEEGIB to access the TPA's National Provider Network.
- C.1.13.5 Provide a copy of the TPA's standard letter and OSEEGIB'S options for customization.

C.2 Claims Administration

- C.2.1 The TPA shall calculate and pay the health, dental, and life benefits for the HealthChoice plans upon proper submission of a claim. The 2011 HealthChoice benefits may be found on OSEEGIB's website at www.sib.ok.gov/handbooks.htm. The TPA shall pay claims according to its usual processing procedures unless OSEEGIB has provided written instructions to the contrary. A copy of OSEEGIB's statutory authority and Rules are hereby incorporated by reference as part of this agreement. In no instance shall the TPA be obligated to follow other than written instructions regarding processing of claims.
 - C.2.1.1 Describe in detail how the TPA will administer the health, dental and life benefits based on OSEEGIB's current plan of benefits.
 - C.2.1.2 Describe the TPA's procedure to manage each of the following plan provisions:
 - a) Family deductible limits
 - b) Individual deductible
 - c) Supplementing with Medicare
 - d) Annual maximums
 - e) Lifetime maximums
 - f) Number of services per calendar year
 - g) Number of services per lifetime
 - h) Out-of-pocket maximums for different limits for network and non-network combined per calendar year
 - i) Dollar limit by number of days
 - j) MS-DRG and MS-DRG outlier claims
 - k) Orthodontia
 - l) Real time integration of health and pharmacy deductibles and out-of-pocket maximums
 - m) Tracking the number of copayments per calendar year
 - n) Dependents with different benefits than the primary member
 - o) Dependents with different plan than the primary member.
 - C.2.1.3 Describe how the TPA's system is date-sensitive to historical benefit changes.

- C.2.1.4 Describe the functionality of the TPA’s system to process claims on a line item and a claim level basis.
- C.2.1.5 Describe how the TPA counts a claim within the system, how the system assigns claim numbers and the definition of a “claim” within the system.
- C.2.1.6 State the number of service lines within the system that can be dedicated to each claim for outpatient facility, inpatient, medical and dental claims.
- C.2.2 The TPA agrees that the benefit determination shall be at the sole unrestricted discretion of OSEEGIB and that no additional charges shall be made to OSEEGIB for administrative services as a result of changes in the benefits.
 - C.2.2.1 Does the TPA agree to this requirement?
- C.2.3 The TPA shall load and, when applicable, utilize multiple separate fee schedules for OSEEGIB, DRS and DOC claims processing.
 - C.2.3.1 Demonstrate the TPA’s capability to load and maintain separate, accurate and current fee schedules for client-specific proprietary networks. This would include the capability to maintain OSEEGIB, DRS and DOC fee schedules.
 - C.2.3.2 Describe the provider matching, mapping logic and 837 HIPAA transaction loop details that are used from claim receipt of the claim through the adjudication process. The matching should be based on the OSEEGIB network provider information.
 - C.2.3.3 Describe all options that are available to OSEEGIB to confirm that network providers receive network benefits and non-Network providers receive non-Network benefits.
 - C.2.3.4 Describe the TPA’s system capabilities to administer and pay benefits to “groups” of providers such as Radiology Groups and Pathology Groups with multiple providers and locations using the same Tax Identification Number (TIN). Additionally address how benefits are paid when the group has multiple facilities, groups, locations and providers under the same or multiple affiliated TINs.
 - C.2.3.5 Describe the flexibility and process of the TPA’s system to pay network benefits at one location for a provider and non-Network benefits to a different address for the same provider using the same National Provider Identification (NPI) and or TIN at both locations.

- C.2.3.6 Describe the flexibility and process of the TPA's system to mitigate administering and paying network providers at non-Network rate and how the TPA handles this type of situation and complexity.
- C.2.4 All DRS claims must be prior authorized by DRS before the TPA shall pay a DRS claim.

Exhibit D – DRS authorization file layout and data dictionary

- C.2.4.1 Describe how the TPA will electronically interface with DRS to accept prior authorizations and load the information into the claims processing system.
- C.2.5 The TPA shall provide claim payments by Electronic Funds Transfer "EFT."
 - C.2.5.1 Describe in detail the TPA's ability for handling EFTs from the TPA to the providers.
 - C.2.5.2 Describe the TPA's ability to provide only EFT payments and no paper checks.
- C.2.6 The TPA shall automatically assign benefits for claims to network providers, not to exceed the balance due the provider and/or member in accordance with the provider contract. Benefits payable for non-network providers may be assigned at the option of the member. The TPA shall have the ability to pay the member and issue a check to the provider for the same claim not to exceed the member balance and/or the provider balance.
 - C.2.6.1 Describe in detail how this process will be accomplished.
- C.2.7 The TPA shall have the ability within the system to issue and pay an "alternate payee". The "alternate payee" will be used for paying life claims, paying other insurance carriers and Medicaid claims.
 - C.2.7.1 Describe in detail the process for handling this requirement and subsequent reporting available to the alternate payee.
- C.2.8 The TPA shall provide an Explanation of Benefits (EOB), and a Provider Remittance Advice (RA) acceptable to OSEEGIB that accurately reflects and explains OSEEGIB's plan of benefits to members and providers.
 - C.2.8.1 What is the time frame from receipt of an EOB request to the time the EOB is sent?
 - C.2.8.2 Can the TPA customize EOBs and RAs for OSEEGIB? If so, describe the TPA's flexibility and limitations.

- C.2.8.3 Provide a copy of an EOB and RA for health, dental and life claims for the provider and member.
- C.2.8.4 Provide a copy of an EOB and RA for dental pre-determinations for the member and the provider.
- C.2.8.5 Provide an EOB and RA and any supportive documentation that would be sent to a provider with EFT.
- C.2.8.6 Provide an EOB and RA and supportive documentation for combining payments to the same provider for different members.
- C.2.8.7 Provide an explanation and documentation of other EOB and RA options administered by the TPA.
- C.2.8.8 Describe in detail and provide an example if the TPA can combine health and dental claims on one EOB and one RA.
- C.2.8.9 Describe the TPA's ability to insert all RAs that are processed on the same day to the same provider in one envelope for mailing.
- C.2.9 The TPA shall process claims and provide EOBs and Provider RAs to the DRS and DOC based on the Fiscal Year when the dates of service span Fiscal Years. The claim shall be separated and processed prior to and after the Fiscal Year. Currently the OSEEGIB benefits are offered on a calendar year basis. The TPA shall administer benefits on a Fiscal Year basis at the direction of OSEEGIB.
 - C.2.9.1 Describe in detail how the TPA will administer this requirement.
- C.2.10 The TPA shall notify OSEEGIB of all changes of addresses, names and dates of births indicated on forms and/or correspondence from plan members on a daily basis. The TPA shall mail all correspondence to the address provided by OSEEGIB on a daily basis and shall not change or modify any member information provided by OSEEGIB to the TPA without the specific written consent of OSEEGIB.
 - C.2.10.1 Please describe the TPA's process for accomplishing this requirement.
- C.2.11 The TPA shall manage mail returned by the Post Office within 48 hours of receipt. The TPA may forward network provider's returned mail to OSEEGIB. If the TPA cannot locate a valid address for the non-Network provider, the TPA shall notify OSEEGIB within 48 hours of receipt. The TPA shall resend mail to the correct addresses all non-Network providers.
 - C.2.11.1 Describe the process and procedure that the TPA will follow.
- C.2.12 The TPA shall maintain a website that allows health, dental and hospital providers to submit claims electronically via a secure process at no cost to the provider.

Once the claim is submitted to the TPA, the provider shall be able to view the claim via the provider website to see how the claim was processed and the detailed claim payment information.

- C.2.12.1 Describe the TPA website that will accommodate this request.
- C.2.12.2 Describe the TPA's ability to identify and encourage providers that submit paper claims to offer this website as an option.
- C.2.12.3 Provide the TPA's statistics by claim type for providers that currently submit claims via the web.
- C.2.13 The TPA shall accept electronic submission of health and dental claims from Clearinghouses and other vendors who have the capability to electronically submit claims. The TPA shall accept on a daily basis Medicare Part A and Medicare Part B claims electronically for members and dependents from Medicare. The TPA shall establish a functional interface to receive Part A and Part B claims 30 days prior to live date.
 - C.2.13.1 Is the TPA's Electronic Data Interchange, (EDI), based on proprietary or HIPAA standards? If the standards are other than HIPAA, provide a copy.
 - C.2.13.2 Provide the name of the Clearinghouses, or other vendors with whom the TPA currently electronically transmits or receives data; the number of years the TPA has worked with the organization; the number of claims accepted electronically; Types of claims and, the payment accuracy rate.
 - C.2.13.3 What resources does the TPA allocate to increase EDI claims?
 - C.2.13.4 Describe in detail the TPA's system capabilities to administer the limiting charge of the allowed amount for non-Network Medicare providers.
 - C.2.13.5 Describe in detail the procedure that the TPA will follow to establish the connectivity and functionality with CMS 30 days prior to live date?
 - C.2.13.6 Is the TPA willing to offer a performance standard and associated penalties attached to increased EDI submittals? If so, please describe.
- C.2.14 When OSEEGIB enrolls entities or members that have other insurance, the TPA shall load the information necessary to provide accurate credit for the member's deductible balance, out of pocket maximum credit and other applicable credits.
 - C.2.14.1 Describe the TPA's flexibility to administer this requirement.
- C.2.15 The TPA shall administer Coordination of Benefits (COB) for health and dental claims for OSEEGIB, DRS and DOC. The COB methodology must be true COB and not calculated based on COB savings. The OSEEGIB guidelines are documented in the Rules on the OSEEGIB website at www.sib.ok.gov. The TPA

shall also provide a daily File Transfer Protocol (FTP) file to OSEEGIB containing COB effective date, termination date, member and dependent information that shall then be sent by OSEEGIB to its pharmacy administrator to coordinate pharmacy benefits.

Exhibit E - COB file format

- C.2.15.1 Describe in detail the TPA's COB options that are available within the system and how the COB savings is calculated.
- C.2.15.2 Describe in detail the COB methodology that the TPA would recommend that is most commonly used by other large group health plans for which the TPA administers benefits.
- C.2.16 The TPA shall process claims by utilizing the Current Procedural Terminology (CPT), Healthcare Common Procedure Coding System (HCPCS), American Society of Anesthesiologists (ASA), International Classification of Diseases, Medicare Severity-Diagnosis Related Group (MS-DRG), Ambulatory Surgical Center (ASC) grouping, Long Term Care Hospital (LTCH) grouping, American Dental Association (ADA) user defined codes and all modifiers.
 - C.2.16.1 Describe in detail the TPA's ability to capture, track and report all processing codes.
 - C.2.16.2 Describe in detail the TPA's ability to capture, track and report CPT/HCPCS and Revenue codes billed on a UB04.
- C.2.17 The TPA shall not accept any claims except from foreign providers that are not billed on industry standard forms, such as: UB04, CMS 1500 and ADA 2006. The TPA shall process the claim and deny the claim requesting the member and/or provider bill on an industry standard form.
 - C.2.17.1 Describe in detail how the TPA will administer this requirement.
- C.2.18 The TPA shall use grouper software that to group MS-DRG for inpatient, MS-DRG Long-Term Care Hospital, "LTCH," inpatient and have the grouper tested and in place based on CMS, timelines and effective dates, which are currently October 1 of each year.
 - C.2.18.1 Provide the name of the grouper and how the TPA will obtain the MS-DRG grouper, test and load into the claims processing system prior to the annual live date of October 1 or as CMS or OSEEGIB directs.
 - C.2.18.2 Provide the name of the grouper and how the TPA will obtain the MS-DRG LTCH grouper, test and load into the claims processing system prior to the annual live date of October 1 or as CMS or OSEEGIB directs.

- C.2.19 The TPA shall administer, capture and report using an outpatient prospective payment system, home health care prospective payment system, end stage renal disease prospective payment system, and Skilled Nursing Facility prospective payment system similar to the prospective payment systems administered by CMS.
 - C.2.19.1 Describe in detail each prospective payment system and its functionality and flexibility.
- C.2.20 The TPA shall process, capture and report the MS-DRG, MS-DRG LTCH prospective payment systems as developed and implemented by CMS.
 - C.2.20.1 Describe in detail MS-DRG and MS-DRG LTCH methodologies that the system will administer.
 - C.2.20.2 Describe in detail the TPA's ability to track and report per diem for Home Health, Day Treatment and Residential services.
 - C.2.20.3 Describe the ability to track and report by specific CPT/HCPCS codes to a specific provider by specific address.
- C.2.21 The TPA shall administer benefits for services and procedures received at a non-Network provider place of service at a network rate as directed by OSEEGIB.
 - C.2.21.1 Describe in detail how the TPA will pay the non-Network providers and all other providers of services on that date at network rates.
 - C.2.21.2 Does the TPA have the ability to process, capture and report claims for network providers that refer participants to non-network providers, but will be reimbursed as network providers? If so, please describe in detail.
- C.2.22 The TPA shall provide OSEEGIB access to a national network excluding the States of Oklahoma and Arkansas at varying reimbursement rates.
 - C.2.22.1 Describe the TPA's national network and associated subcontracts or leased networks and contracted reimbursement rates.
 - C.2.22.2 Describe in detail the cost impact and associated savings or expenditures for OSEEGIB and members and the benefit of the proposed network(s).
 - C.2.22.3 Describe in detail the differences between the TPA and OSEEGIB responsibilities for handling national network issues (e.g., provider issues, contracting, customer service, etc.).
 - C.2.22.4 Describe how a member will access national network provider information via the Internet and otherwise.
 - C.2.22.5 How often is the network information updated for members?

- C.2.22.6 What are the long term goals for network expansion?
- C.2.22.7 Provide a comparison document of HealthChoice members' zip codes in the national network sorted by providers' specialty.
- C.2.22.8 Describe in detail the process and procedures that the TPA will follow to load or access the National Provider Networks fee schedules for processing of claims.
- C.2.23 Claims incurred for DOC inmates that are housed at Oklahoma County jails shall be paid using the Oklahoma Health Care Authority (OHCA) Medicaid fee schedules. This reimbursement is for all health care services and includes pharmacy claims. It is anticipated that non-network providers may be required by State law to be paid based on these rates.
 - C.2.23.1 Describe how the TPA will accomplish this process, and any issues the TPA identifies with the requirement.
 - C.2.23.2 Describe the process the TPA shall follow to determine the correct methodology for fee schedule application.
- C.2.24 The TPA shall provide OSEEGIB a national fee negotiator for non-Network provider claims as directed by OSEEGIB. The fee negotiator shall review, negotiate and transmit the results of all claims meeting established criteria as set by OSEEGIB within four (4) business days of receipt. The TPA shall be required to provide a report documenting the savings to the plan.
 - C.2.24.1 Provide the name, address and experience that the fee negotiator has with facilities, physicians and other providers.
 - C.2.24.2 What is the percentage saved by the TPA?
 - C.2.24.3 Will the TPA guarantee a percentage of savings saved based on claims directed to the TPA for negotiations?
 - C.2.24.4 Provide a CD with the proposed national network.
 - C.2.24.5 Describe in detail the type of provider specialty by dollar threshold for which the TPA will provide negotiations.
 - C.2.24.6 Provide a sample report identifying the fields that will be provided in the savings report.
- C.2.25 The TPA shall prepare and distribute letters to members and providers with respect to denial of benefits, inquiries, and plan requirements. The TPA shall coordinate the review of disputed claims, including outside review, if necessary. The TPA shall mail all letters to providers' billing addresses.

- C.2.25.1 Explain in detail the procedures for handling correspondence accompanied by a claim, and where correspondence is submitted separately. The explanation must include tracking and retrieving.
- C.2.25.2 Describe in detail the TPA's process for responding to inquiries. Include turnaround time requirements.
- C.2.25.3 Describe how the TPA will respond to a member or provider not using a standard system generated letter and when this scenario would be necessary.
- C.2.25.4 It is OSEEGIB's preference that a single piece of correspondence be generated when a member has correspondence being generated for one or more claims on a single day. Describe whether and how the TPA can fulfill this preference.
- C.2.26 The TPA shall manage pended claims. The TPA shall follow-up with members and providers in order to obtain additional information to assure consistency of claims payment in accordance with the plan of benefits and policy provisions.
 - C.2.26.1 Describe in detail the process for administering the evaluation and release of pended claims, including the classification of staff assigned to the process. Explain how the TPA will follow-up to collect information once a claim is pended. Include how the TPA will prevent duplication of requests to the same individual for the same requested information but for different claims on the same day or for the same dates or reasons for pending the claim.
- C.2.27 OSEEGIB may change an existing unique member identification number that is assigned to a member and/or dependent to a different unique system generated member identification number for the member and/or dependent. This change would be communicated prior to the change being implemented to the TPA.
 - C.2.27.1 Describe in detail the flexibility of the TPA's claims, eligibility and certification systems in accommodating the member identification number change.
- C.2.28 The TPA shall be responsible for any interest that is due to providers for claims that are not processed pursuant to 74 O.S. (2010) § 1328. The interest payments shall be deducted from the monthly TPA invoice.
 - C.2.28.1 Describe in detail how the TPA will manage the inventory of claims to avoid the necessity of paying interest.
- C.2.29 The TPA shall screen and investigate claims to identify possible irregularities, and/or the existence of workers' compensation or accidental injury benefits to determine the correct benefit payable under OSEEGIB's policies and procedures.

- C.2.29.1 Describe in detail the screening process and investigation that the TPA has in place for the following:
- a) Long-term disability
 - b) Large case management
 - c) Duplicate payments edits
 - d) Subrogation
 - e) Medicare Supplement
 - f) Workers' Compensation
 - g) Fraud and Abuse
 - h) Other
- C.2.30 OSEEGIB conducts its own subrogation activities pursuant to State Statutes and Administrative Rules. The TPA shall comply with OSEEGIB subrogation procedures and shall provide a specific individual who has authority to communicate and interact directly with OSEEGIB and to carry out subrogation related claims activities as needed. The TPA shall pend (not deny) incoming accident claims according to OSEEGIB procedures and guidelines, and shall provide OSEEGIB system access to view the pending claims in the claim processing system.
- C.2.30.1 Does the TPA agree to this requirement?
- C.2.30.2 Describe in detail the process and procedures that OSEEGIB will follow to access the claims pending for subrogation and the most effective way for OSEEGIB to notify the TPA that the pending claims may be released for processing by the TPA.
- C.2.30.3 Describe the TPA's current procedures for identifying claims eligible for subrogation.
- C.2.30.4 Provide a list of all claim criteria the TPA would recommend OSEEGIB use for identifying claims for possible subrogation and why the TPA recommends the identifiers. (i.e., CPT/HCPCS, ICD-10, etc.)
- C.2.31 The TPA shall image all claims, checks, correspondence, medical records, certification information and other supportive documentation for claims administration and retrieval purposes.
- C.2.31.1 Provide a description of the imaging system's capability.
- C.2.31.2 Describe OSEEGIB's access to the TPA's imaged documents.
- C.2.31.3 What types of claim documents are imaged? (e.g., UBO4, CMS 1500, ADA 2006, correspondence, certification, etc.)
- C.2.31.4 Describe the process for imaging subsequently entered claims data once the original claim was processed and is paid.

- C.2.31.5 Describe in detail the process of front-end imaging and its associated benefit.
- C.2.31.6 Describe in detail the process of back-end imaging and its associated benefit.
- C.2.31.7 Describe in detail the name of the imaging system, the maintenance schedule of the imaging system, who maintains the system, how many machines would be required to handle OSEEGIB business and the experience of the people inputting data.
- C.2.32 The TPA shall enter all data from paper claims received by the TPA into the claims processing system.
 - C.2.32.1 Describe in detail the data entry system and its associated functionality.
 - C.2.32.2 Describe in detail the entire data entry process from the beginning to completion.
- C.2.33 The TPA shall utilizes software provided by McKesson for editing health and outpatient facility claims prior to processing for subsets, correct coding, unbundling, bundling, age, sex, and other determining factors in the physician and outpatient facility setting. The outpatient facility claims editing is currently benchmarked with Correct Coding Initiative/Outpatient Code Editor, (CCI/OCE) editing. The TPA shall allow medical and outpatient facility provider's access to enter CPT/HCPCS codes in a portal environment via the Internet to review edits and how the edits would impact medical and outpatient facility claims and the associated CPT/HCPCS codes.

The TPA shall utilize a software decision support subsystem for dental tooth editing that is industry standard and accurately edits claims for correct coding and editing of the decision process for dental.

 - C.2.33.1 Describe in detail the process and experience the TPA has with the McKesson clinical editing software or other clinical editing software.
 - C.2.33.2 Describe in detail the TPA's ability to administer the CCI/OCE edits in the outpatient facility setting.
 - C.2.33.3 Describe in detail the TPA's ability to administer user defined clinical edits.
 - C.2.33.4 Describe the relationship that the TPA has in place with a local or national firm to assist the TPA with coding standards for physicians and facilities.
 - C.2.33.5 Describe in detail the medical knowledge subsystem capabilities and modifications that are available for administering the following for CPT

and HCPCS codes for the physician setting and independently for the outpatient hospital setting:

- a) Surgery
- b) Anesthesia
- c) Laboratory
- d) Radiology
- e) Medical
- f) Other

- C.2.33.6 Describe in detail the dental knowledge editing subsystem capability for editing dental claims, which developed the subsystem, how often it is updated and a description of how the subsystem works.
 - C.2.33.7 Describe the manner and frequency in which health and outpatient subsystems are updated with coding and clinical information.
 - C.2.33.8 Describe in detail who developed the knowledge based subsystems and on what these subsystems are based.
 - C.2.33.9 Describe the processing of claims detected as a result of these edits.
 - C.2.33.10 It is OSEEGIB's intent that the clinical criteria and rationales involved in the edit of a particular claim be available to medical and outpatient facility providers via the Internet. Describe how the TPA will comply with OSEEGIB's intent.
- C.2.34 The TPA shall identify those members and providers, who have overpayments, calculate the amount due, aggressively pursue the collection of overpayments in writing, offset future claims to recover overpayments, and maintain the account balance following any partial repayment. The TPA shall provide OSEEGIB with a monthly overpayment report listing overpayments with provider, member and claims detail, including the reason for the overpayment.

The TPA is responsible for pursuing the collection of all overpayments unless specifically instructed otherwise. OSEEGIB may choose the TPA not pursue overpayments under a specified amount or outstanding for a specified time. The TPA shall not submit overpayments to a collection agency.

Overpayments that are due to the TPA's error are the responsibility of the TPA. If not recovered within six month of the overpayment, OSEEGIB will recover the amount by withholding the amount from the TPA's administrative fees. If the TPA can show that the overpayment was subsequently recovered, OSEEGIB will reimburse the TPA for penalties assessed in accordance with this requirement.

- C.2.34.1 Does the TPA agree to this requirement?

- C.2.34.2 Describe in detail the TPA's overpayment recovery process and procedures.
- C.2.34.3 Describe the TPA's ability to actively pursue overpayments that were incurred by the previous TPA.
- C.2.34.4 Describe the TPA's ability to track and report overpayments based on reason of overpayment and whether overpayment is the TPA's or OSEEGIB's responsibility.
- C.2.34.5 Provide a sample overpayment aging report.
- C.2.35 In some instances, OSEEGIB can recover monies owed to it by filing a notice with the Oklahoma Tax Commission to intercept any state tax refunds that would otherwise be paid to the individual who is in overpayment status with OSEEGIB.
 - C.2.35.1 Describe in detail the TPA's ability to provide detailed overpayment information to OSEEGIB to facilitate the tax warrant intercept process administered by the Oklahoma Tax Commission.
- C.2.36 The TPA shall administer Verification of Other Insurance (VOIC) and send a form to members and associated dependents as determined by OSEEGIB. The frequency of the form being sent to members and/or dependents requesting other group health and dental information is determined by OSEEGIB. The current VOIC form is available at www.sib.ok.gov. Once a year if a member submits a claim and meets the requirement of OSEEGIB to request VOIC, the TPA shall verify other group health and dental coverage by mailing a VOIC form established by OSEEGIB to the member. Upon receipt of VOIC information, the TPA shall update the system with the other carrier information and process the claim accordingly.
 - C.2.36.1 Describe in detail how the TPA will administer the VOIC form verifying other group health/dental coverage.
 - C.2.36.2 Provide an example of the VOIC form that the TPA currently utilizes to verify other coverage.
- C.2.37 OSEEGIB and EBC intend, through a cooperative and collaborative endeavor with the TPA, to promote wellness and health improvement initiatives that are designed to address the universal problem of rising health care costs. EBC's effort currently includes a mentoring-based wellness project known as OK Health. OK Health is a statewide program for State employees to determine and improve their health risk status, including but not limited to, cardiovascular disease and diabetes. Currently, EBC provides weekly eligible member information on an Excel spreadsheet to OSEEGIB and this information is loaded in the Vitech eligibility system and sent to the TPA for claims administration purposes including customer service. This benefit involves waiving member copayments

for specific services when using a HealthChoice network provider. Any other service billed on that date would be subject to regular plan provisions. Providers have been requested to bill the OK Health Initiative using modifier “OK”.

The TPA shall allow one office visit, one lipid panel and one glucose panel to be provided at no cost to the member that participates in the OK Health Initiative. The OK Health Initiative benefits must be uniquely identifiable within the paid claims file for separate reporting. The TPA shall provide a complete health detailed paid claims file to OSEEGIB via CD following the end of each calendar quarter. The TPA shall provide a data dictionary detailing all fields within the detailed paid claims file.

- C.2.37.1 Does the TPA agree to administer this benefit?
- C.2.37.2 Describe how the TPA will track, uniquely report and provide information to OSEEGIB.
- C.2.38 The TPA shall administer a claims review and appeal procedures as defined by OSEEGIB and in compliance with ACA. The TPA shall properly notify the provider and/or member that the TPA is in receipt of the appeal and that a response shall be provided within a specified timeframe.
 - C.2.38.1 Describe in detail the appeals procedures utilized by the TPA.
 - C.2.38.2 Provide a copy of the letter sent to members and/or providers indicating receipt of the appeal.
- C.2.39 The TPA shall provide a tracking and reporting system for all outstanding issues related to OSEEGIB, DRS and DOC for system issues, EOBs, RA, ID cards, operations, certifications and interface issues. OSEEGIB shall have inquiry access to the system for monitoring, reporting and prioritizing projects with the TPA.
 - C.2.39.1 Describe in detail the system that the TPA would utilize.
- C.2.40 The TPA shall draft and maintain “change management” documentation for all identified issues. (i.e., benefit, plan, EOB, RA, system issue, etc.) The TPA shall get OSEEGIB’s approval, prior to the change being made to the TPA’s system. The change management will contain the history of the issue, financial impact to the plan, members and other stakeholders. The TPA shall offer options and recommendations for resolution of the issue.
 - C.2.40.1 Does the TPA agree to this requirement?
 - C.2.40.2 Describe in detail the process that the TPA would utilize.

- C.2.41 The TPA shall accept electronic 837 “corrected” claims from all providers for claims adjustments for all OSEEGIB plans.
- C.2.41.1 Describe the electronic process and also the process the system logic will follow to confirm that the claim is not denied as a duplicate claim.
- C.2.42 The TPA shall utilize the HIPAA Transaction Standards for conducting business with and on behalf of OSEEGIB, DRS, DOC and all Business Associates. The transactions include but are not limited to:
- a) 834 Enrollments and Disenrollment
 - b) 835 Electronic Remittance Advices
 - c) 276/277 Claim Status Request/Response
 - d) 270/271 Eligibility Request/Response
 - e) 837 Electronic Data Interchange
 - f) 278 Requests for Health Care Review/Response.
- C.2.42.1 Describe in detail the TPA’s experience and success rate utilizing each of the transaction standards.
- C.2.42.2 Confirm the TPA’s ability to meet the HIPAA Transaction Standards’ requirements.
- C.2.43 The TPA shall hire and train all TPA staff responsible for benefits, plan provisions and customer satisfaction for the OSEEGIB account sixty (60) days prior to live date and on an ongoing basis.
- C.2.43.1 Describe the training class, resume of the trainer and the sample training class agenda and topics that will be presented. This will assist OSEEGIB in the knowledge that the TPA understands the complexity of the OSEEGIB plans and benefits.
- C.2.44 The TPA shall implement and maintain the diagnosis code changes associated with ICD-10 within all systems and within the timeframe as defined by the United States Department of Health and Human Services. Each step of the implementation of ICD-10 must be communicated prior to implementation and the associated impact to OSEEGIB and its members.
- C.2.44.1 Describe in detail the process and procedures the TPA shall use to comply with this requirement.
- C.2.44.2 Describe in detail the systems that will be affected and how they will be affected by this requirement.
- C.2.44.3 Provide a timeline identifying all steps that will be taken to meet the timeline as required.

- C.2.44.4 Describe in detail the handling of “span dates” diagnosis codes being submitted for ICD-9 and ICD-10.
- C.2.44.5 Describe the system capabilities of receiving and accepting ICD-9 and ICD-10 diagnosis codes on an ongoing basis, until ICD-9 diagnosis codes are not accepted.
- C.2.45 The TPA shall produce and mail within 30 calendar days following the end of the calendar year the Federal Tax 1099s to all HC, DRS and DOC providers. The 1099’s may be combined into one 1099 for the same provider for services to HC, DRS and DOC. The TPA shall provide the electronic 1099 tax files to the IRS and the TPA shall be responsible to reconcile all 1099 errors that are provided to the TPA by the IRS. The TPA shall combine the electronic file for the IRS with that of OSEEGIB, its PBM or other partners if other 1099s are produced.
 - C.2.45.1 Does the TPA agree to administer the 1099 process?
 - C.2.45.2 Provide the TPA’s procedures for handling these requirements.
- C.2.46 The TPA shall be responsible for administration and adherence to all ACA requirements that impact this contract. The TPA shall be responsible for any associated penalties assessed in accordance with ACA, to OSEEGIB for non compliance with services required by this RFP.
 - C.2.46.1 Describe the ACA requirements to which the TPA does not currently comply and its plans for future compliance.
- C.2.47 The TPA shall be in compliance with the requirements of Section 1104 “Administrative Simplification” of the ACA (P.L. 111-148, as amended).
 - C.2.47.1 Describe in detail the TPA’s ability to meet each requirement and the associated deadlines.
- C.2.48 The TPA shall retain a medical consultant, representing all major subspecialties. The TPA’s consultant shall be Board-certified and have five (5) years of experience in his/her field. The medical consultant must be licensed in the State of Oklahoma and shall be residency-trained and Board-certified in a primary care specialty. The consultant must dedicate at least one (1) day a week working for the TPA regarding the OSEEGIB account. The TPA’s medical consultant shall have a scope of service which includes:
 - a) Reviewing questionable claims for medical necessity and providing recommendations in accordance with OSEEGIB’s guidelines
 - b) Review and provide recommendations for appeals, contested cases and litigation
 - c) Review and provide recommendations for pre-determinations of health and dental benefits

- d) Reporting to OSEEGIB any inconsistencies identified in benefit definitions or benefit levels
- e) Completing reviews of medical referrals within seven (7) calendar days of the date referred, assuming all information is available
- f) Conferring with OSEEGIB's consultants. All final decisions shall be made by OSEEGIB
- g) Reviewing claim software edits and subsequent provider appeals.

C.2.48.1 Does the TPA agree to this requirement?

C.2.48.2 Provide a resume of the TPA's Medical Consultant(s).

C.3 Health Risk Assessment (HRA)

C.3.1 The TPA shall provide an HRA web service via the Application Service Provider model (ASP). The application software shall be hosted and maintained by the TPA. The application shall be accessed by participating members via a web browser. The web browser shall be compliant with current HTML standards and be compatible with current version of Apple's Safari, Microsoft's IE and Mozilla Firefox.

C.3.1.1 Describe in detail the HRA the TPA will provide.

C.3.2 The TPA shall make HRA information available to participating members via the Internet.

C.3.2.1 Provide a website for OSEEGIB to view the HRA application that the TPA is offering via the Internet.

C.3.3 The HRA application shall be accessible via a link located on a secure page on the TPA's system allowing members sign-on access to the HRA through the system and shall not require a member to create and maintain a secondary separate user account and password unique to the HRA system.

C.3.3.1 Does the TPA agree to this requirement?

C.3.3.2 Will the TPA offer members sign-on access to the HRA through OSEEGIB's website via pass through authentication?

C.3.4 The TPA shall provide access to an HRA platform that is a medical web service that presents participants with questions regarding various aspects of their health status. Based on the participant's responses the system shall identify personalized health risks and shall provide specific prevention recommendation and pre-developed educational content for those risks identified.

C.3.4.1 Describe the TPAs ability to meet this requirement.

C.3.5 The TPA shall provide an electronic preventive care plan that includes prepared content for disease prevention, healthy lifestyles and self care and injury prevention, along with risk evaluations for identified risks such as coronary artery disease, diabetes, high blood pressure, stroke, obesity, depression, asthma, colon cancer, breast cancer, cervical cancer, prostate cancer and testicular cancer. The TPA shall provide individuals with the ability to track progress and improvement for identified risks, an online self-reporting personal health record and other educational tools contained within the HRA.

C.3.5.1 Describe the TPAs ability to meet this requirement.

C.3.6 The TPA shall provide On Line Coaching (OLC) to OSEEGIB participants. The OLC does not need to include interpersonal health coaching by a clinician or other individuals.

C.3.6.1 Does the TPA agree to this requirement?

C.3.7 The TPA shall track and report to OSEEGIB the completed OLC lessons and other data as agreed upon by OSEEGIB and the TPA. The HRA or web portal shall include a module or screen for accommodating an attestation that the OSEEGIB member and associated family members do not use tobacco. The attestation verbiage will be provided by OSEEGIB.

C.3.7.1 Does the TPA agree to this requirement?

C.3.8 The TPA shall analyze and report on all data sets contained within the HRA. This management report shall contain measurable and specific member level data, with the ability to offer recommendations on areas of identified risks or other issues identified through its analysis. The reporting frequency will be determined by OSEEGIB.

C.3.8.1 Does the TPA agree to this requirement?

C.3.9 At a minimum, the TPA shall provide access to customer service for questions related to the HRA and customer service for connectivity to the HRA process via email. The email response shall occur within one working day.

C.3.9.1 Does the TPA agree to this requirement?

C.3.9.2 Describe customer services options other than email.

C.3.10 The HRA report shall be provided to OSEEGIB inclusive of all identifiable individual data via secure FTP. The initial set of the reports shall be delivered to OSEEGIB no later than three (3) months from the project start date.

C.3.10.1 Does the TPA agree to this requirement?

- C.3.11 The application shall be modified for color schemes and brand the application web site with private logos and graphics provided by OSEEGIB to achieve design similarities with web interfaces produced by OSEEGIB prior to the start of services.

C.3.11.1 Does the TPA agree to this requirement?

- C.3.12 The HRA system will be reviewed annually by the TPA Medical Director to confirm the HRA educational materials are aligned with evidence-based clinical best practices.

C.3.12.1 Does the TPA agree to this requirement?

- C.3.13 OSEEGIB currently administers an incentive program for members to access, update and maintain biometric information within the HRA. The long term scope of preventive awareness with the assistance of the HRA shall allow OSEEGIB to avail itself of opportunities within the HRA for further initiatives.

The TPA shall provide a comprehensive measurable and quantitative report package that provides “Best Practice” guidelines and ethnicity-based reporting to generate strategies for diverse populations to prevent diseases, achieve a healthier lifestyle and reduce injuries. The reports shall stratify acuity of ethnicity-based future risks, in contrast to generic retrospective grouping based on analysis of past claims.

The TPA shall provide an analysis of the overall outcomes of Incentive Program(s). These would include such key indicators as, analysis of improvements in disease state, biometrics, nutrition, physical activity and other measures. The management reports shall provide the baseline aggregate data from the completed HRA on the overall health of the population and then make comparisons by quarter from year to year.

- C.3.13.1 Describe in detail the opportunities within the HRA that OSEEGIB can access for future initiatives such as but not limited to: incentivizing members by completing OLC, incentivizing members to not use tobacco, etc.
- C.3.13.2 Describe reports offered by the TPA quantifying HRA data and measurable returns on investment or other benefits.
- C.3.13.3 Provide a copy of sample reports that the TPA will provide showing an ongoing comparison of the plan by quarter from one year to the next.

C.4 Utilization Management

- C.4.1 The TPA shall provide OSEEGIB with qualified and credentialed medical staff administering the utilization management requirements of this contract. The hours of operation are detailed at C.6.

C.4.1.1 The TPA shall describe the staff of the utilization management team, including qualifications, experience and resumes for:

- a) Physician/Medical Director
- b) Registered Nurses
- c) Licensed Practical Nurses/Licensed Vocational Nurses
- d) Non-Clinical Phone Personnel
- e) Managers
- f) Behavioral Health /Substance Abuse Nurse
- g) Intake Specialists
- h) Other

C.4.2 The TPA shall perform, in a timely and prompt manner, certification, concurrent and retro-certifications reviews. The TPA's certification guidelines must be based on best practices and proven evidence-based criteria including medical necessity, appropriateness of care, and appropriate level of care for:

- a) Inpatient hospital admissions
- b) Sub-acute and long-term acute care admissions
- c) Inpatient rehabilitation
- d) Skilled Nursing Facility
- e) Residential treatment
- f) Transplants
- g) Day treatment
- h) Limited out-patient hospital surgical procedures
- i) Diagnostic imaging
 - Sinus CT/MRI
 - Head/brain CT/MRI
 - Chest CT, including spiral CT (CAD)
 - Spine CT/MRI
 - Shoulder/MRI
 - PET scans
- j) Exhaustion of Medicare inpatient hospital benefits
- k) Coordination of benefits
- l) Other, as determined by OSEEGIB.

C.4.2.1 Identify the criteria utilized for the certification review process. How is the software utilized in the decision process?

C.4.2.2 How often is the criteria software updated?

C.4.2.3 Realizing that each case is potentially different, describe the procedures used in determining exceptions to the software.

C.4.2.4 Describe the capabilities and processes of customizing criteria to local norms or OSEEGIB's requirements.

- C.4.2.5 Describe in detail the procedures for conducting reviews beyond the expertise of the medical decision tree software.
- C.4.2.6 Describe the system of identification, e.g., computer-driven by diagnosis, etc.
- C.4.2.7 What is the registered-nurse-to-covered-lives ratio?
- C.4.2.8 How do the utilization review nurses identify and evaluate local health care resources for assistance with discharge planning and alternate levels of care?
- C.4.2.9 Identify the type and number of hospital admissions, outpatient and diagnostic imaging procedures currently managed by the TPA.
- C.4.2.10 What percentages of proposed admissions, outpatient facility surgical services and diagnostic imaging are referred to physician advisors for review and determinations?
- C.4.2.11 Provide the guidelines/criteria when cases are referred to a physician advisor.
- C.4.2.12 Describe the physician specialties represented in the review process.
- C.4.2.13 Are the physicians board certified and licensed in Oklahoma?
- C.4.2.14 Does the TPA utilize a different methodology for certification of behavioral health and substance abuse cases, than for medical admissions? If so, how do they differ?
- C.4.2.15 How is treatment of a behavioral health problem coordinated with an overlying medical component?
- C.4.2.16 Does the TPA have dedicated staff for behavioral health and substance abuse cases? If so, describe the role and interface with an OSEEGIB case manager.
- C.4.2.17 What procedures or services and/or potential changes does the TPA consider important for certification in the next five years?
- C.4.3 The TPA shall review, in a timely and prompt manner, proposed medical services according to its usual review procedures in accordance with URAC standards, unless OSEEGIB provides written instructions to the contrary. The proposed medical services shall be reviewed and recommendations made regarding medical necessity, appropriateness of care, and appropriate levels of care.
 - C.4.3.1 Once a request for certification of a hospital admission is made, and a patient is assigned a Utilization Review (UR) nurse, does that UR nurse

remain permanently assigned to the patient throughout his/her hospitalization?

- C.4.3.2 Describe in detail how URAC standards will impact the TPA and OSEEGIB.
- C.4.3.3 Describe the interaction between Physician Advisors and the TPA's clinical staff.
- C.4.4 The TPA shall offer written notification, in a timely and prompt manner, to providers and members of the medical necessity determination. This notification shall contain a disclaimer that the determination is not a confirmation of eligibility or a determination of benefit coverage. All written communication to the provider shall be sent to the billing address provided by OSEEGIB.
 - C.4.4.1 Provide a copy of all correspondence utilized for other large clients.
- C.4.5 The TPA shall provide written notification pursuant to the URAC standards, in a timely and prompt manner, to the member or authorized representative explaining the results of any review, including the appeals process.
 - C.4.5.1 Describe the interactions with facilities, providers, and patients throughout the utilization management process.
 - C.4.5.2 Describe in detail the review process.
 - C.4.5.3 Describe the process by which members and providers are notified of the status of a case during the review process.
 - C.4.5.4 Describe the role of the patient in the utilization management process.
 - C.3.5.5 Provide samples of all letters utilized in the review process.
- C.4.6 The TPA shall develop and implement an effective patient and provider-friendly appeals process as specified by URAC and the Oklahoma Hospital and Medical Services Utilization Review Act (OHMSURA) and approved by OSEEGIB.
 - C.4.6.1 Describe in detail the appeals process.
 - C.4.6.2 Provide samples of all letters utilized in the appeals process.
- C.4.7 The TPA shall have an internal quality management program for utilization management services, based on URAC standards. OSEEGIB shall be furnished with a copy of reports, findings, and planned corrective actions within fifteen (15) calendar days of issuance.

- C.4.7.1 Describe in detail the process for identifying and resolving provider quality issues, e.g., inappropriately requested or rendered care, non-licensed provider, etc.
- C.4.7.2 Provide a copy of the internal quality assurance criteria and guidelines.
- C.4.8 For purposes of case management intervention, the TPA shall immediately notify OSEEGIB of any case that meets the following criteria:
 - a) Out- of- state admissions
 - b) Transplant denials
 - c) Potential catastrophic cases such as multiple traumas, traumatic brain injury or severe prematurity
 - d) Cases requiring support at discharge such as home health, infusion therapy, hospice, or durable medical equipment requests
 - e) Requests for any admission to a facility not meeting specified criteria established by OSEEGIB, such as Medicare, Joint Commission or Commission Accreditation of Rehabilitation Facility (CARF) certified facilities
 - f) Cases involving non licensed providers
 - g) Requests for transfer to any out-of-state non-network facility.
- C.4.8.1 How will the TPA interact with OSEEGIB for case management intervention?
- C.4.8.2 How will OSEEGIB remotely access and print information from the TPA's claims inquiry and certification system?
- C.4.8.3 What process will be utilized to identify the need for case management and possible referral to OSEEGIB?
- C.4.8.4 Describe the orientation that will be used to train OSEEGIB personnel on the process.
- C.4.9 The TPA shall offer a re-admission case management program for Behavioral Health for OSEEGIB members. This program must identify members that meet specific clinical criteria developed by the TPA with the TPA's staff providing case management.
 - C.4.9.1 Describe in detail the TPA's case management process for Behavioral Health/Substance Abuse readmissions and the associated return on investment.
 - C.4.9.2 Describe in detail any additional programs the TPA can offer that focuses on decreasing readmission rates for any other disease states.

- C.4.9.3 Describe in detail any programs the TPA can offer to address “gaps in care” issues identified through the review process. Specify how these issues are addressed with the provider, patient and facility.
- C.4.10 The TPA shall agree that the determination of those medical services requiring certification shall be at the sole unrestricted discretion of OSEEGIB and that no additional charges shall be made to OSEEGIB for administrative services as a result of changes in these medical services.
- C.4.10.1 Does the TPA agree?
- C.4.11 If the utilization management system is different than the claims processing system, the Utilization Management system must interface with the claims processing system by submitting detailed utilization management information on a daily basis. A daily comparison and reconciliation shall be completed to ensure that the member, provider and certification information in both systems is the same.
- C.4.11.1 Describe the process for effective daily electronic transmission of utilization management information to the TPA.
- C.4.11.2 Describe in detail the daily and quarterly comparison and reconciliation error report management that shall be accomplished by the TPA.
- C.4.11.3 Describe in detail the process the TPA will follow to obtain all outstanding, current, pending and open certification information from OSEEGIB’s current TPA.
- C.4.11.4 OSEEGIB is interested in a utilization management process that incorporates predictive modeling. Does the TPA incorporate predictive modeling in the utilization management process? If so, describe the TPA’s predictive modeling process and how this information will be conveyed to OSEEGIB for case management intervention.
- C.4.11.5 Describe the type of data that would be utilized to produce a predictive model of health and dental claims utilization, and biometrics from the Health Risk Assessment (HRA).
- C.4.12 The certification approval or denial must interface electronically directly to the TPA’s claims processing system for processing of the claim for benefits under the plan.
- C.4.12.1 Describe the interface between the system providing the certification services and the system processing claims.
- C.4.13 Currently, the TPA has the ability to receive certification information from providers through a secure password protected process called VoiCert. The

provider has the capability to leave demographic, clinical information and a message for certification on the telephone VoiCert system. The TPA shall provide the same or similar system.

- C.4.13.1 Describe this process in detail and provide a flow chart.
- C.4.13.2 Provide a list of the names, address and the associated call volume of Oklahoma providers that currently use the TPA's telephonic certification system.
- C.4.14 The TPA website shall allow providers to submit clinical information for certification requirements. The TPA and/or OSEEGIB shall determine the medical necessity of the clinical information offered by the provider and the outcome of that decision will be entered into the website for the provider's access to view for approval, denial or notice of information pending from the provider.
 - C.4.14.1 Describe the provider website facilitating this requirement.
 - C.4.14.2 Describe how the TPA and OSEEGIB interface with the website.
 - C.4.14.3 Describe the websites functionality including communications to and from providers and its interface with the TPA's systems.
- C.4.15 The TPA website shall allow OSEEGIB to enter and/or update certifications when the provider services are reviewed for medical necessity by OSEEGIB. The TPA shall provide an audit function for all updates, diary system for following up on specific members case management, the ability to forward a certification case to OSEEGIB for review and a tracking system for this functionality.
 - C.4.15.1 Describe in detail how the TPA's website will meet these requirements
 - C.4.15.2 Provide the flow chart and functionality of the website.
 - C.4.15.3 Describe other functions of the website that OSEEGIB can utilize.
 - C.4.15.4 Describe the short and long term goals of all functions of the website.

C.5 High Deductible Health Savings Plan (S-Account)

- C.5.1 The TPA shall transmit to OSEEGIB's PBM, in real time, health deductible and out of pocket maximum information on each HealthChoice S-Account participant as soon as a claim is processed or any time the deductible and/or out of pocket is impacted. The PBM will transmit pharmacy information in real time to the TPA for integration of health and pharmacy copayment and out of pocket information. OSEEGIB will work with the TPA to establish file layouts.
 - C.5.1.1 Describe the TPA's experience and capabilities with integrating health & pharmacy deductible, copayment and out-of-pocket information.

C.5.2 The TPA shall reconcile with OSEEGIB's PBM all S-Account member deductibles, copayment and out of pocket dollars on a monthly basis.

C.5.2.1 Describe the reconciliation process.

C.5.3 The TPA shall ensure that a secure Virtual Private Network (VPN) exists between it and the PBM.

C.5.3.1 Describe the secure connectivity the TPA proposes for interfacing with the PBM.

C.6 Member and Provider Customer Service and Satisfaction

C.6.1 The TPA shall maintain a toll-free customer service call center. Toll-free numbers shall be provided at the expense of the TPA for both local (Oklahoma) and out-of-state lines. Also, separate local toll-free numbers must be provided for the DRS and DOC. The TPA's call center shall be staffed by customer service representatives, at a minimum, from 7:30 a.m. to 6:00 p.m. Central Time Zone, Monday through Friday, except for state holidays, for certification and customer service. The TPA shall adequately staff for any holidays it observes that are not legal holidays of the State of Oklahoma.

The TPA's customer service representatives shall handle telephone and personal on-site inquiries concerning: verification of eligibility; plan of benefits including, copayments, deductible and network providers; status of claims; certifications and explanation of claims payment of benefits. The customer service representatives for member inquiries shall have online access to all areas of the eligibility, certification and claims system. See, 25 O. S. (2001) § 82.1 for a listing of holidays observed by the State of Oklahoma.

C.6.1.1 Describe the customer service support available for member issues received by OSEEGIB.

C.6.1.2 Describe the entire phone call and routing system and the efficiencies offered to members and providers.

C.6.1.3 Describe the process and criteria the TPA will follow for high volume and high complexity calls that need to be diverted to a different call center.

C.6.1.4 Describe in detail the training and experience that the TPA will provide to the diverted call center.

C.6.1.5 Describe how the customer service department is staffed. Indicate how many customer service representatives will be needed to handle the volume of calls for OSEEGIB.

- C.6.1.6 Provide the average abandonment rate and average length of time to answer incoming customer service lines during each of the past twelve months.
- C.6.1.7 Describe the initial and ongoing training programs for customer service representatives, including any special training for dealing with seniors, Medicare participants, and Telecommunication Devices for the Deaf, (TDD).
- C.6.1.8 Describe the tools that supervisors and managers have online to manage, evaluate, and immediately correct, the quality of customer service representative performance.
- C.6.1.9 Indicate the items to which customer service representatives have online access:
- a) Eligibility
 - b) Claim
 - c) History/status
 - d) Benefit coverage
 - e) Status of questions/complaints
 - f) Prior authorization history and status
 - g) Certification
 - h) ID card request
 - i) HRA questions
 - j) Web portal for member and providers
 - k) Other (list)
- C.6.1.10 Describe how high call volume during peak days or specific peak time periods is managed.
- C.6.1.11 Describe the procedures for answering members' questions regarding the status of a claim.
- C.6.1.12 Describe the procedures for answering a member's or providers questions regarding issues accessing the portal.
- C.6.1.13 Describe under what circumstances a customer service representative can adjudicate a claim.
- C.6.1.14 Describe the process and the speed with which the TPA can alert its customer service staff to a unique problem that may develop with a client's plan.
- C.6.1.15 Describe the process by which the TPA measures the satisfaction levels of patients, physicians, and clients.

- C.6.1.16 Describe telephone response time and abandonment rate measurements and outcomes.
- C.6.1.17 Describe the procedures the TPA has in place to ensure that calls requiring additional follow-up are immediately resolved.
- C.6.1.18 Describe the telephone system and its capabilities.
- C.6.1.19 Does the telephone system record customer inquiries and conversations? If so, describe the process and retrieval of these recordings addressing how long the recordings are kept on file and whether recordings are made of all inquiries or only selected inquiries.
- C.6.1.20 Describe in detail the TPA's method for tracking and reporting telephone calls and indicate the categories being monitored.
- C.6.1.21 Describe the TPA's ability to identify trends within the types of phone calls received and how the TPA and OSEEGIB can use this information for notification purposes and educational initiatives.
- C.6.2 OSEEGIB performs an annual enrollment beginning in September for the plan year beginning the following January. By September 15th of each plan year, or March 15th if the plan year should be based on a fiscal year, the TPA must be prepared and able to handle current and prospective member inquiries regarding the next year's benefit plan.
 - C.6.2.1 Describe in detail the TPA's ability to meet this requirement.
- C.6.3 The TPA shall provide service to non-English speaking and hearing impaired members.
 - C.6.3.1 Describe how the TPA intends to support the hearing impaired for customer service issues.
 - C.6.3.2 Provide a list of non-English speaking languages that are available, how the TPA will access these languages and how will this assist customer service.
 - C.6.3.3 Describe the TPA's ability to provide visually impaired services and what those services are and how are they accessed?
- C.6.4 The TPA shall not provide members and/or providers written information about plans offered or administered by OSEEGIB regarding benefits and/or claim filing procedures, unless OSEEGIB has previously approved the document. The TPA will not be responsible for mass mailings of educational information. The TPA shall be responsible to draft educational information that will be provided to OSEEGIB for inclusion in newsletters, website information, and other communication materials for members and providers. Examples of information

that would be provided by the TPA include: benefit changes, innovative enhancements to the TPA system that impact the member or provider, clinical information for education to members and provider claim filing, billing and reimbursement issues. These articles would be used for the OSEEGIB quarterly HealthVoice to members and Network News to providers, portal and other educational materials as directed by OSEEGIB, DRS or DOC.

- C.6.4.1 Describe the TPA's ability to draft educational information that can be utilized for educational purposes by OSEEGIB for members and providers.
- C.6.4.2 Provide examples of the TPA's current efforts to educate members about health and dental benefits, wellness initiatives, new processes and helpful information on claims submission, including how to be better-informed consumers.
- C.6.5 The TPA must have the ability to accept and receive transferred calls from OSEEGIB, as well as transfer calls to OSEEGIB.
 - C.6.5.1 Describe the TPA's ability to meet this objective.
- C.6.6 OSEEGIB requires "first time resolution" of member and provider inquiries. "First time resolution" means resolving the inquiry the first time, no matter the length of the call.
 - C.6.6.1 Describe in detail how the TPA will meet this requirement.
 - C.6.6.2 Describe how the TPA tracks and reports this requirement.
- C.6.7 The TPA shall support an Interactive Voice Recognition, (IVR) system that can confirm eligibility and claims status. During business hours, both providers and members shall have access to Customer Service Representatives. The TPA shall allow providers to select an option to enter a fax number and have requests for information regarding benefits, plan limits, out-of-pocket maximum information faxed to their office.
 - C.6.7.1 Describe the phone system, IVR/AVR that is used, where it resides, how it is managed and the turnaround time for issues related to maximum volume, efficiencies, ease of updates and the long term goals of the systems.
 - C.6.7.2 Describe the process that will be followed for the information to be faxed to the provider and provide a copy of the information that the TPA would use to meet this requirement.
 - C.6.7.3 Describe the kind of fax server TPA has, its maximum functionality and how it assists the TPA's staff for resolution of issues from members and providers.

C.6.8 The TPA shall support a telephone phone system that can vector calls based on the provider or the member making the inquiry. The phone system shall additionally route the caller to specific sub-routes within the telephone system allowing the caller the quickest response from areas such as, ID card requests, verification of benefits, verification of eligibility, claim questions, etc.

C.6.8.1 Describe the telephone system the TPA will provide.

C.6.8.2 Describe the flexibility of the system to allow unique “on hold” messages as provided by OSEEGIB.

C.6.8.3 Describe how the system will not “drop calls” and the process the TPA will follow to ensure that “dropped calls” do not occur.

C.6.8.4 Describe the telephone system that is used, where it resides, how it is managed and the turnaround time for issues related to maximum volume, efficiencies, ease of updates and the long term goals of the systems.

C.6.9 Members and providers currently have access to HealthChoice plan coverage’s via the HealthChoice website. Using a link option directly to the current TPA’s website, members and providers can view eligibility, benefits, deductible and claims status as well as view and print copies of EOBs and RAs. Providers also have the ability to enter claims via direct data entry for immediate acceptance and potential claims outcome by the claims system.

Non-network providers shall have limited access to the website to obtain RAs. Registration is quick and user-friendly. The websites are in compliance with the American Disabilities Act, (ADA). The TPA shall provide an innovative, “user friendly” member and provider secure portal that offers OSEEGIB members and providers, benefits information, EOBs, RAs, clinical edit access, etc.

C.6.9.1 Describe the TPA’s website options for HealthChoice members and providers.

C.6.9.2 Describe the websites ability to allow provider(s) or a provider’s designee to obtain one login for a large group TIN and access all affiliated providers or if separate logins are required for each affiliated provider.

C.6.9.3 Describe the websites ability to allow provider(s) or a providers designee to obtain one login for a large entity with multiple TINs and access all affiliated TINs and providers or if separate logins are required for each affiliated provider.

C.6.9.4 Describe how logins are configured. Address whether access is limited by NPI, TIN, Master contract, etc.

- C.6.9.5 Describe whether the TPA's website can be linked from the HealthChoice website and whether that link can remain specific to the HealthChoice plan.
- C.6.9.6 Confirm that the TPA's website is ADA compliant and if it is not, describe the business strategy and timeframe in which the TPA's website will be in compliance with ADA standards.
- C.6.10 The TPA shall have a toll free Fraud Hotline that members and providers can call for notification of possible claim fraud. The TPA shall research and provide the outcome of the research and all supportive documentation to OSEEGIB for further action.
 - C.6.10.1 Describe in detail what the TPA can provide regarding Fraud Hotline services.
 - C.6.10.2 Provide a summary of the TPA's experience with Fraud Hotline services.
 - C.6.10.3 What is the turnaround time from the time that the call is received by the Fraud Hotline to the time a call is returned to the caller?
 - C.6.10.4 Describe in detail the procedures for handling the Fraud Hotline.
 - C.6.10.5 What are the qualifications of the TPA's staff that handle this requirement?

C.7 Quality Assurance

- C.7.1 The TPA shall utilize a formal internal claim auditing process for ongoing verification for appropriateness of claims processing. The TPA shall determine that its internal controls and its system's adjudication processes are sufficient to achieve reliable results. The quality assurance program shall be staffed by individuals that possess significant experience and expertise in claims auditing. The TPA's quality assurance staff shall be independent of the utilization management, claims processing, and customer service functions. The quality assurance staff shall audit:
 - a) All life claims
 - b) All medical claims in excess of Fifty Thousand Dollars (\$50,000.00) that are not inpatient hospital claims
 - c) All inpatient hospital claims resulting in an outlier payment
 - d) A statistically valid stratified sample to measure performance standards. The TPA shall not include more than one percent (1%) of claims in the claims processing system.

OSEEGIB shall be furnished on a monthly basis, within fifteen (15) calendar days of issuance, a copy of the report or findings.

- C.7.1.1 Describe in detail the TPA's Quality Assurance program and the minimum qualifications of the staff affiliated with the program.
 - C.7.1.2 Indicate the percentage of claims reviewed to assure accuracy of payment, and whether the percentage can be increased or decreased upon client request.
 - C.7.1.3 What is the frequency of such review?
 - C.7.1.4 Provide a copy of the internal performance standards, the resources from which they were developed and the company-wide results as measured by those standards for the last two (2) years.
 - C.7.1.5 What parameters trigger a desk audit which would necessitate a supervisor reviewing all claims in an employee's desk?
 - C.7.1.6 Explain any controls the TPA has in place to detect fraud, waste and abuse by members or providers.
 - C.7.1.7 Describe the automated processes utilized to prompt additional action by an examiner or supervisor.
 - C.7.1.8 Describe the supervisory approval required prior to release of high dollar claims, and the dollar limits that can be released.
 - C.7.1.9 Provide a copy of the job qualifications necessary and resumes and experience each current auditor has in the benefit, adjudication of claims, adjustment of claims, customer service experience and their experience with group health indemnity insurance benefits.
 - C.7.1.10 Describe the software and system the TPA will use to analysis claims data, identify audit trends by provider, CPT/HCPCS, benefits and plan design that would facilitate an audit by the TPA?
 - C.7.1.11 Describe in detail how the TPA would select claims for a statistically valid stratified sample and include the stratums that would be used, number of claims to be audited for a claim sample using 716,170 claims and \$145,170,048.00 for the represented paid amount.
- C.7.2 The TPA's corporate audit department shall perform independent quarterly claims audits. These claim audits shall be performed by individuals with significant claims audit experience and expertise. The claims audits shall be focused audits with the type of claims to be audited mutually agreed upon between OSEEGIB and the TPA's corporate audit department. The audits shall be performed quarterly. The TPA's corporate audit department shall provide documentation of its findings directly to OSEEGIB within fifteen (15) calendar days following the conclusion of the audit.

- C.7.2.1 Describe how the TPA will comply with this requirement.
- C.7.2.2 Provide a copy of the audit program used by the corporate audit department for the focused audits.
- C.7.2.3 Provide the names and resumes of current staff that would participate in the corporate audit.
- C.7.3 The TPA shall obtain an annual SSAE 16 review from a National or Regional CPA firm with experience in performing SSAE 16 reviews. The TPA shall make reasonable efforts to ensure the timeliness of the completion of the report.
 - C.7.3.1 Does the TPA agree to this requirement?
 - C.7.3.2 Provide a copy of the most recent SSAE16 or SAS 70 Type II audit report.
- C.7.4 OSEEGIB contracts with an independent audit firm to conduct an annual audit of the financial statements of OSEEGIB. In addition, OSEEGIB may contract with different independent auditing firms to review all claims paid by the TPA. To facilitate these audits, the TPA shall promptly provide detail or summary claims data and requested supporting documentation. The TPA shall allow reasonable access to the TPA's personnel. The results of the audit findings may require the TPA's Quality Assurance program to review additional claims. The TPA shall respond in writing within fifteen (15) calendar days of receipt of the audit to each audit finding providing timelines and action plans for resolution.
 - C.7.4.1 Does the TPA agree to this requirement?
- C.7.5 Presently, AIM Consulting (AIM) is the contracted audit consulting service that provides focused audits, MS-DRG audits and other audits as directed by OSEEGIB. AIM provides onsite audits at the provider of service focused on overpayment recovery. AIM works closely with the TPA analyzing the audit findings. The TPA shall provide supporting documentation and reconcile the overpayments. AIM will provide the TPA with an Internet friendly database that notifies the TPA of audit information for the TPA to process and adjust claims. AIM will also provide the TPA paper information regarding audit results for the TPA to process and adjust claims.
 - C.7.5.1 Does the TPA agree to this requirement?
 - C.7.5.2 Describe the TPA's experience working with AIM or a similar auditing firm.
- C.7.6 If other than the incumbent, the TPA shall fund an independent external pre-implementation audit which shall be complete by October 2013. This audit shall validate all benefit and plan loads are complete and accurate. The independent external auditors shall be approved by OSEEGIB prior to performance.

C.7.6.1 Does the TPA agree to this requirement?

C.8 Performance Standards

C.8.1 The TPA shall adhere to the performance standards included in this RFP. These standards do not exceed industry norms and impact OSEEGIB's daily workflow. Failure to meet the minimum performance standards shall constitute a breach of this contract and may result in termination, liquidated damages and/or disqualification from bidding on any future ITBs and RFPs issued by the State of Oklahoma for a period of time not to exceed three (3) years.

Failure to meet the minimum performance standards shall result in an assessment of actual damages, provided actual damages can be calculated; otherwise, liquidated damages shall be assessed in accordance with this agreement and for the sole purpose of compensating OSEEGIB an amount of money sustained by the TPA's breach of contract. OSEEGIB shall incur no damages, including but not limited to interest payments to providers and/or members, for the TPA's failure to meet the minimum performance standards.

C.8.1.1 Other than what is required by the performance standards of this RFP, what additional performance guarantees is the TPA willing to make to OSEEGIB?

C.8.1.2 State the guaranteed level of performance and the amount of liquidated damages the TPA is willing to risk, including information regarding:

- a) implementation action steps and key dates;
- b) global system fixes (i.e., claims not processing correctly, eligibility issues);
- c) Workflow penalties (member claim issues not responded to as required).

C.8.2 All liquidated damages pursuant to the contract shall be reported and assessed on a quarterly basis. The quarterly average of the results of the TPA's internal monthly Quality Assurance audits shall be used to determine liquidated damages. OSEEGIB shall withhold the amount of damages amount from the administration fee then payable to the TPA. However, OSEEGIB, or its designated representative, reserves the right to periodically conduct audits to verify that the performance standards are being met. The findings of the audits performed by OSEEGIB, or its designated representative, shall be conclusive.

C.8.2.1 Does the TPA agree to this requirement?

C.8.3 Performance standards shall be measured and penalties assessed on a quarterly basis.

C.8.3.1 Does the TPA agree to this requirement?

C.8.4 Each month a statistically valid stratified sample shall be used to measure the accuracy standards. The TPA shall not include more than one percent (1%) of Electronic Data Interface (EDI) claims and Medicare claims that are auto adjudicated in the claims processing system. The 2nd occurrence means over the life of the contract as opposed to each renewal period.

C.8.4.1 Does the TPA agree to this requirement?

C.8.5 ACCURACY STANDARD

Standard	Definition	Damages Assessed :
Financial Accuracy	Total dollar amount processed accurately divided by the total dollar amount processed in the audit sample. The total dollar amount processed accurately is calculated by subtracting the absolute values of the dollars processed in error from the total dollars processed. Underpayments and overpayments are not offset by one another.	Each Occurrence: 99% to 100% = 0% 98% to 98.9% = 3% Below 98% = 5%
Payment Accuracy	The number of claims with the correct benefit dollars paid divided by the total number of claims paid in the audit sample.	Each Occurrence: 97% to 100% = 0% 94% to 96.9% = 3% Below 94% = 5%
Non-payment Accuracy	The number of claims processed with no procedural errors divided by the total number of claims processed	Each Occurrence: 95% to 100% = 0% 94% to 94.9% = 3% Below 94% = 5%
Overall Accuracy	The number of correct claims processed divided by the total number of claims in the audit sample. This reflects all types of claim errors including financial and non-financial errors which impact the quality of the claims data.	Each Occurrence: 95% to 100% = 0% 93% to 94.9% = 1% Below 93% = 2%

C.8.5.1 Does the TPA agree to the performance standards detailed in this section?

C.8.5.2 Describe in detail how each of the performance standards identified above would be calculated by the TPA.

C.8.6 TELEPHONE STANDARD

Standard	Definition	Damages Assessed Quarterly:
Telephone Response Time	The amount of time that elapses before a call is answered.	Answered within 30 seconds: Each Occurrence: 80% to 100% = 0% 75% to 79.9% = 1% Below 75% = 2%
Telephone Abandonment Rate	The number of telephone calls abandoned as a percentage of total calls received into the telephone system.	Each Occurrence: 0% to 5% = 0% 5.1% to 7% = 1% Above 7% = 2%

C.8.6.1 Does the TPA agree to the performance standards detailed in this section?

C.8.6.2 Describe in detail how each of the performance standards identified above would be calculated by the TPA.

C.8.7 REPORT DELIVERY STANDARD

Standard	Definition	Damages Assessed Quarterly:
Report Delivery	All reports, files and transmissions of data that are provided to OSEEGIB.	\$100 per day per report or file from the date it is due until the date it is delivered.

C.8.7.1 Does the TPA agree to the performance standards detailed in this section?

C.8.7.2 Describe in detail how each of the performance standards identified above would be calculated by the TPA.

C.8.8 EDI TURNAROUND TIME (TAT) STANDARD

Standard	Definition	Damages Assessed
EDI TAT	All auto adjudicated electronic claims including Medicare submissions shall have final action within seventy-two (72) hours.	Each Occurrence: 98% to 99.9% = 2% 95% to 97.9% = 5% Below 95% = 8%

C.8.8.1 Does the TPA agree to the performance standards detailed in this section?

C.8.8.2 Describe in detail how each of the performance standards identified above would be calculated by the TPA.

C.8.9 COMPREHENSIVE TAT STANDARD

Paper Claims, Adjustments, Checks, Correspondence, and EDI or electronic Medicare Claims requiring manual intervention have two TAT standards. The first standard is an initial processing TAT standard and applies to paper claims, adjustments, checks, correspondence, and EDI or electronic Medicare claims requiring manual intervention. The second standard is a final action TAT standard and applies to adjustments, checks and correspondence. The initial TAT standard requires that 90% of all such items shall be paid, rejected or pended within ten (10) business days from receipt of the item. The final action TAT standard requires that 98% of all such items shall have final action within forty-five (45) business days of receipt. The TPA shall track all such items by category and include them in the weekly ending backlog or inventory and claims-on-hand report with a separate aging report depicting the number of business days from receipt of an item.

Standard	Definition	Damages Assessed Quarterly:
Claims, Adjustments, Checks, Correspondence and EDI or electronic Medicare Claims Requiring Manual Intervention Turnaround Time	All such items received within a calendar quarter that are paid, denied, or pended within ten (10) business days of receipt divided by all items received within that calendar quarter.	Each Occurrence: 90% to 100% = 0% 80% to 89.9% = 2% Below 80% = 5%
Adjustments, Checks, and Correspondence, Final Turnaround	All such items received within a calendar quarter that are paid, denied or pended within forty-five (45)	Each Occurrence: 98% to 100% = 0% 90% to 97.9% = 2% Below 90% = 5%

Time	business days of receipt divided by all items received within that calendar quarter.	
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C.8.9.1 Does the TPA agree to the performance standards detailed in this section?

C.8.9.2 Describe in detail how each of the performance standards identified above would be calculated by the TPA.

C.8.10 CONTRACT COMPLIANCE

Standard	Definition	Damages Assessed Quarterly:
Compliance with each contractual requirement.	Each obligation specified in the RFP or imposed by the TPA's response to the RFP.	Each Occurrence: 0 to 14 business days = 0% 14.1 to 16 business days = .25% More than 16 business days = .5%

C.8.10.1 Does the TPA agree to the performance standards detailed in this section?

C.8.10.2 Describe in detail how each of the performance standards identified above would be calculated by the TPA.

C.8.11 INFORMATION TECHNOLOGY STANDARD

Standard	Description	Hours of Operation	Performance Level	Liquidated Damages
System Availability for OSEEGIB and TPA usage	The TPA's claims processing, certification, call center and imaging system.	Monday – Friday 8:00 am – 5:30 pm CST. Excluding State of Oklahoma government observed holidays and agency closure due to other reasons. Hours for scheduled maintenance	Down time not to exceed four (4) consecutive hours per day, and not to exceed sixteen (16) hours per month.	Damages \$1,500 per occurrence exceeding 4 hours with a maximum penalty of \$6,000 on a monthly basis
System Availability for self-service systems, Member and Provider usage	The TPA's claims history, certification history and requests, and HRA (Health Risk Assessment) and other Member and Provider self-service systems.	Sunday – Saturday 24 hours per day Hours for scheduled maintenance are Saturday-Sunday 8:00 pm-8:00 am	99% availability during hours of operation. Down time not to exceed three and one-half (3.5) consecutive hours per day, and not to exceed sixteen (16) hours per month, and not to exceed eighty four (84) hours per year. Note, cumulative limit of 84 hours per year supersedes monthly limit.	Damages \$3,000 per occurrence exceeding 3.5 hours, and \$5,000 for exceeding monthly limit of 16 hours, with a maximum penalty of \$8,000 on a monthly basis

Eligibility Processing Turnaround Time	Eligibility received in the approved format must be loaded by the TPA the day of receipt, except during scheduled down time as approved by OSEEGIB.			\$250 per occurrence.
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C.8.11.1 Does the TPA agree to the performance standards detailed in this section?

C.8.11.2 Describe in detail how each of the performance standards identified above would be calculated by the TPA.

C.8.12 IDENTIFICATION CARD STANDARD

ID Card	Must be mailed within two (2) business days of receipt of eligibility information from which it is prepared.	\$200 per day per batch that does not meet this standard.
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C.8.12.1 Does the TPA agree to the performance standards detailed in this section?

C.8.12.2 Describe in detail how each of the performance standards identified above would be calculated by the TPA.

C.9 Reporting

C.9.1 The TPA shall provide OSEEGIB a daily electronic report which identifies detailed eligibility information of records that have errors and the reason for the rejection.

C.9.1.1 Describe the TPA's procedures to accomplish this requirement.

C.9.1.2 Provide a copy of a daily "error and reject" eligibility report.

C.9.2 The TPA shall compare and reconcile on a quarterly basis the full OSEEGIB eligibility file and provide a detailed report which identifies all differences between OSEEGIB and the TPA's system.

C.9.2.1 Describe the TPA's procedures to accomplish this requirement.

C.9.2.2 Provide OSEEGIB with a copy of a quarterly eligibility compare and reconciliation report.

C.9.3 When applicable, reports shall be configured to provide data in an electronic format within the following parameters:

- a) Plan:
 - o HealthChoice, Basic, USA and S-Account
 - o Medicare Supplement High and Low
 - o Life Plan
 - o Dental
- b) Accounts:
 - o State
 - o Education
 - o Local government
- c) Entity:
 - o Employer or Group
- d) Rate Category:
 - o Active
 - o Retired Pre-Medicare
 - o Medicare
- e) Rate Class:
 - o Member
 - o Spouse
 - o Dependent – 1 child
 - o Dependent – 2 or more children
- f) DRS
 - o Location
 - o Client
- g) DOC
 - o Entity
 - o Facility, Prison
 - o Inmate

C.9.3.1 Does the TPA agree to this requirement?

C.9.4 The TPA shall comply with the reporting requirements found in Exhibit F.

Exhibit F – Reporting Requirements

C.9.4.1 Provide report examples that are included in Exhibit F, or provide reports the TPA is offering that would better serve OSEEGIB's needs.

C.9.4.2 Describe the TPA's ability to communicate information such as reports via the Internet and electronic mail.

C.9.5 The TPA shall develop ad hoc reports as needed by OSEEGIB. Once an ad hoc report is developed and implemented it shall be categorized as a standard report and performance standards shall apply.

- C.9.5.1 Describe the options available for standard and ad hoc reporting in those situations where OSEEGIB desires additional reports beyond those specifically identified in this RFP.
- C.9.5.2 Identify the average and maximum turnaround time associated with an ad hoc report request.
- C.9.6 The TPA shall provide OSEEGIB with a quarterly management report and an annual management report for OSEEGIB, DRS and DOC accounts.
 - C.9.6.1 Provide examples of similar reports produced for other clients.
- C.9.7 The TPA shall draft, maintain and update annually a benefit and procedures document for the DRS and DOC. These documents are used for the history of benefits, procedures and policies with DRS, DOC and OSEEGIB.
 - C.9.7.1 Provide a sample of the document described above.
- C.9.8 The TPA shall provide weekly summary reporting of all ID cards produced. The report shall identify the file date, turnaround time, member name and ID number.
 - C.9.8.1 Does the TPA agree to this requirement?
- C.9.9 The TPA must provide access to detailed claims data. The current TPA exports key data fields into a SAS database separately for OSEEGIB, DRS and DOC and then extracts a text fixed-width file that is transmitted to OSEEGIB, DRS and DOC where it is imported into a Microsoft SQL database on a monthly basis.
 - C.9.9.1 Describe the TPA's ability to provide detailed claims data for data analysis.
 - C.9.9.2 Does the TPA maintain an internal data warehouse? If so, describe the system and functionality.
 - C.9.9.3 Is the data available to be viewed and queried remotely? If so, describe.
 - C.9.9.4 Describe in detail how the TPA would use the SAS data for reports, identifying trends and TPA management of OSEEGIB, DRS and DOC.

C.10 General Administration

- C.10.1 The TPA shall provide and issue warrants or drafts as reimbursement to the providers, drawn upon a designated account of OSEEGIB. Payments to providers are to be made daily. The drafts shall be drawn pursuant to the requirements of the State Treasurer of Oklahoma and required HIPAA transaction set standards. These warrants or drafts are payable through the Federal Reserve System.

- C.10.1.1 Does the TPA agree to this provision?
- C.10.1.2 Describe the security procedures for checks and warrants.
- C.10.2 The TPA must assign the warrant numbers for DRS and send this data on the Issues File to DRS. See, Exhibit G. The TPA shall not make any changes to the data files without prior notification and approval by the DRS. The TPA shall not disrupt established DRS business practices without notice to and input from DRS. The TPA must load all authorization and eligibility files received from DRS within 24 hours of receipt.
 - C.10.2.1 Does the TPA agree to this provision?
- C.10.3 The TPA shall electronically transfer to OSEEGIB in Excel format, a claims experience history file created on a regular basis coinciding with the issuing of checks. The claims history shall be the claims used in that check issue run and the amount paid shall have the same total on the check register.
 - C.10.3.1 Describe how the TPA intends to comply with the aforementioned requirement.
 - C.10.3.2 Provide the TPA's preferred file layout for a claims experience history file to be submitted to OSEEGIB.
- C.10.4 The TPA shall electronically transfer to OSEEGIB a check register file in Excel format which shall be produced as a separate file for the checks written on each check cycle. The check register file must be sent to OSEEGIB on the same day checks are released.
 - C.10.4.1 Describe how the TPA intends to comply with the aforementioned requirement.
- C.10.5 The TPA shall electronically transfer a flat file in the specific layout required by the Oklahoma State Treasurer's office within 24 hours of each check write. This file is referred to as the issue file.

Exhibit G – Record Layout for Issue File

- C.10.5.1 Describe how the TPA intends to comply with the aforementioned requirement.
- C.10.5.2 Provide a delineation of the TPA's billing client payment and payment cycles.
- C.10.6 The TPA shall provide OSEEGIB in an electronic format a detailed check register flat file which shall be produced as a separate file for the checks written on each check cycle for HC, DRS and DOC.

C.10.6.1 Describe how the TPA intends to comply with the requirement.

C.10.7 The TPA must demonstrate the ability to effectively interface electronically and operationally with OSEEGIB's, DRS' and DOC's eligibility systems. The TPA must demonstrate its ability to receive and process eligibility, maintaining an accurate representation of OSEEGIB, DRS and DOC member data on its system, providing timely and detailed error reporting in an electronic batch form as deemed acceptable to OSEEGIB, DRS and DOC. The TPA shall accept daily eligibility and enrollment data from OSEEGIB, DRS and DOC. The TPA shall use the eligibility data in the file formats provided in Exhibit H.

Exhibit H – OSEEGIB, DOC & DRS Eligibility File Layouts

If modifications are necessary to OSEEGIB's, DRS' or DOC's current export process, the TPA shall provide adequate programming resources to assist with the modifications. The current export is written and maintained in PL/SQL. If new implementation is required, the TPA shall load and test files in a mutually agreed upon process that meets OSEEGIB's requirements. Testing of all files and data shall be at the direction of OSEEGIB for quality assurance and final approval. The daily transfer of eligibility data shall include but not be limited to; changes, new hires and terminations. The TPA shall use reasonable data compression when interfacing. OSEEGIB would consider a real-time replicated data environment as an alternative to batch if offered by the TPA.

C.10.7.1 Does the TPA agree to this requirement?

C.10.7.2 If the TPA offers an alternative to the eligibility layout Exhibit H the TPA must provide written detailed description as to why it is unable or unwilling to adapt to the layout described.

C.10.7.3 Provide the TPA's policies and procedures for accepting daily eligibility and enrollment data.

C.10.7.4 State how long detailed claim and eligibility records are maintained online and the accessibility of that data when it is no longer online.

C.10.8 The Oklahoma Health Care Authority (OHCA), managing the Oklahoma Medicaid population, provides the TPA with an eligibility file in HIPAA ANSI X12N 270/271 file format for comparison to the OSEEGIB eligibility file in February and September of each year. The TPA will be required to accept the 270 transaction and will respond with the 271 transaction to the Oklahoma Medicaid plan.

C.10.8.1 Describe the process and timing of the 270/271 files that the TPA will utilize.

C.10.9 The TPA must demonstrate the ability to effectively interface electronically and operationally with the OSEEGIB, DRS, and DOC provider networks as well as the OSEEGIB provider database. The TPA must demonstrate its ability to receive and load electronic provider records, maintaining an accurate representation of OSEEGIB provider data on its system, providing timely and detailed error reporting in an electronic batch form as deemed acceptable to OSEEGIB. The TPA shall accept daily electronic provider files from OSEEGIB. The TPA shall use the provider data in the file format provided in Exhibit I. If a new implementation is required, the TPA shall load and test files in a mutually agreeable process that meets OSEEGIB requirements. Testing of all files and data shall be at the direction of OSEEGIB for quality assurance and final approval. The daily transfer of provider data shall include but not be limited to additions, changes and deletes for OSEEGIB, DRS and DOC provider networks. The TPA shall use reasonable data compression when interfacing with OSEEGIB. OSEEGIB would consider real-time replicated data environment as an alternative to batch if offered by the TPA.

Exhibit I – Provider File Layout

- C.10.9.1 Describe the TPA's ability to interface effectively with OSEEGIB's provider files for the TPA to use in claims administration.
 - C.10.9.2 Describe the process of comparing and reconciling OSEEGIB's provider file and the TPA's file on a quarterly basis and subsequent action to correct any discrepancies.
 - C.10.9.3 Describe the ongoing quality assurance initiative regarding this interface.
 - C.10.9.4 Describe and provide a copy of the daily provider file error report and reconciliation process.
 - C.10.9.5 Demonstrate the TPA's capability to load and maintain separate, accurate and historical and current provider files for client-specific proprietary networks. This would include the capability to maintain separate and distinct OSEEGIB, DRS and DOC provider files.
 - C.10.9.6 Describe the TPA's experience with multiple addresses, multiple tax identification numbers (TIN), multiple National Provider Identifier (NPI) numbers and network versus non-network providers.
- C.10.10 The TPA shall effectively interface electronically and operationally with OSEEGIB's PBM and other applicable administrators, as the need arises. The interface requirements are for effective communication for all operation initiatives. The TPA shall give timely notice to OSEEGIB of a dispute between itself and other OSEEGIB contractors that affects the performance of this agreement. Disputes arising between the TPA and other OSEEGIB contractors shall be resolved at the direction of OSEEGIB.

- C.10.10.1 Describe in detail the TPA's experience with interfacing with other contractors.
- C.10.11 The TPA shall provide a detailed table of all rejection codes with recommended actions to be taken by OSEEGIB for each code.
 - C.10.11.1 Provide a table or description of the current rejection codes utilized with an existing client.
- C.10.12 All operational data, including but not limited to batch eligibility files, reports and pre-edits, shall be encrypted and transmitted daily between the TPA and OSEEGIB via a VPN or other secure method. The TPA shall additionally establish with OSEEGIB an alternate communication path in the event the primary connectivity fails utilizing an encrypted VPN via the Internet.
 - C.10.12.1 Does the TPA agree to this requirement?
 - C.10.12.2 Provide a network diagram showing the complexity of the TPA's existing supported network connections, preferred carrier for data lines and preferred remote connection type.
- C.10.13 All electronic mail between the TPA and OSEEGIB shall be routed across the established dedicated circuit, VPN, or Transport Level Security and shall not traverse the Internet unsecured. The TPA shall dedicate an experienced networking specialist to serve as a liaison to OSEEGIB for network related issues.
 - C.10.13.1 Does the TPA agree to this requirement?
 - C.10.13.2 Provide the TPA's network specialist liaison's title, relevant skills and years of experience.
 - C.10.13.3 Explain how daily operational email is routed between the TPA and existing clients.
 - C.10.13.4 Describe any methods used by the TPA to encrypt email between the TPA and existing clients.
 - C.10.13.5 Describe how TPA employees could access email remotely via laptops, Blackberries, iPads or other portable devices.
 - C.10.13.6 Describe or provide a copy of internal policies the TPA has in place to protect client email.
- C.10.14 All TPA authorized users, contractor, consultants, temporaries, and other workers including all personnel affiliated with third parties utilizing VPNs to access the OSEEGIB network must be managed in a manner designed to minimize risk, ensure user and data confidentiality over an unsecured medium

such as the Internet and maintain the integrity of the connecting client system and OSEEGIB systems that the user connects to through the VPN. All VPN connections will use no less than 128 bit encryption to secure the data transmission between OSEEGIB and third parties.

- C.10.14.1 Describe any existing VPN connections currently in place with other clients. Provide any specific hardware or software that is required, bit rate of encryption and type.
- C.10.15 The TPA shall use appropriate security and encryption to protect the confidentiality of OSEEGIB's data. OSEEGIB currently uses Pretty Good Privacy (PGP) as its standard encryption application.
 - C.10.15.1 Does the TPA agree to this requirement?
 - C.10.15.2 Describe the TPA's security and encryption standards and preferred method.
- C.10.16 The TPA shall allow OSEEGIB, DRS and DOC staff concurrent remote access to its eligibility and claim system for inquiry only access. The TPA shall allow OSEEGIB concurrent remote access to its certification system for update access.
 - C.10.16.1 Does the TPA agree to this requirement?
 - C.10.16.2 Provide a technical description of how the TPA intends to meet this requirement.
- C.10.17 The TPA shall provide all research, documentation and witnesses requested by OSEEGIB for grievance hearings and litigation arising from dental, life and health claims and certifications. Grievance hearings are docketed six to eight times a year. In 2010, the grievance panel heard 25 complaints.
 - C.10.17.1 Does the TPA agree to provide necessary research, documentation and witnesses for hearings arising from disputed claims?
 - C.10.17.2 Describe the background and resume of the primary and secondary TPA staff that will handle disputed claims or in the event the individual has not been identified provide the job description and qualifications.
- C.10.18 The TPA shall be represented at periodic meetings or functions as requested by OSEEGIB. The current TPA attends meetings at OSEEGIB on average three times per month for purposes of meeting with OSEEGIB staff, HealthChoice providers, employer groups and other special interest groups.
 - C.10.18.1 Does the TPA agree to this requirement?

C.10.19 The TPA shall receive all materials through separate designated Post Office boxes for OSEEGIB, DOC, and DRS accounts.

C.10.19.1 Does the TPA agree to this requirement?

C.10.20 The EBC administers the Internal Revenue Code, Section 125 Cafeteria plan for 37,000 State active employees, which offers a medical reimbursement account that is a Flexible Spending Account, (FSA). EBC currently has 24% of all employees participating in the FSA and of those employees, 6,171 are enrolled in HealthChoice. Within the FSA, a debit card program allows a participating member to use a pre-loaded debit card that is marketed by Evolution Benefits using the name “BENNY” card. The BENNY works like any other debit MasterCard or debit Visa Card, except that it is charged only against the cardholder’s personal FSA balance, not against a general bank balance. The TPA shall interface with the debit card company and provide paid claims utilization on a weekly basis via secured encrypted file transfer. The attached file format is required by the current debit card company.

Exhibit J - Debit Card File Format

C.10.20.1 Does the TPA agree to perform this request?

C.10.20.2 Describe in detail the TPA’s experience in working with this debit card company or similar companies.

C.10.20.3 Describe in detail the process that the TPA would follow to accommodate these transactions with a debit card company.

C.10.21 Currently, OSEEGIB has a database that is used for OSEEGIB staff in requesting exceptions to the Plan. This database contains the Exceptions Form that clearly delineates information that is required of the OSEEGIB staff person that is requesting an override to the plan, such as eligibility, benefit limit and non-network benefits. The database contains a field for the cost of the override to Plan. Each quarter, the database is reconciled and information is reported to OSEEGIB. The TPA shall provide benefit exception costs to OSEEGIB.

Exceptions to the plan will also be tracked and reported by the TPA based on exception reasons defined by OSEEGIB. The Exception reasons might be grievance decisions, non-Network provider fee negotiations, audits by specific OSEEGIB consultants, audits by OSEEGIB, etc.

C.10.21.1 Does the TPA agree to this requirement?

C.10.22 OSEEGIB’s Workflow application allows OSEEGIB and the TPA to track members’ issues from identification through resolution. The application is accessible remotely using a Microsoft Internet Explorer compatible browser and a connection to the Internet. The TPA must access and update information from

OSEEGIB via the web based Workflow. The TPA shall finalize all workflows within five (5) business days from receipt by the TPA or within two (2) business days of when additional information was received by the TPA from the member or provider.

- C.10.22.1 Describe the TPA's ability to access the Workflow database.
- C.10.23 Claims and associated supportive documents are transmitted via hard copy between OSEEGIB and the TPA for purposes of reviewing of certification and medical necessity. This referral process is necessary due to providers not certifying service before services are provided and retrospective medical necessity reviews. The turnaround time for response to these reviews is two (2) business days upon receipt.
 - C.10.23.1 Describe in detail options available to the TPA and OSEEGIB to reduce or minimize the paper process and replace it with an electronic review process and any system process involved.
- C.10.24 The TPA shall provide a dedicated primary technical contact for OSEEGIB. The technical contact must be an experienced developer with extensive knowledge of the TPA's eligibility system. The technical contact must be reasonably available to assist with any modifications necessary to OSEEGIB's eligibility export process at any time during the life of the contract. The TPA shall additionally designate an alternate contact with the same or similar credentials. The primary contact shall be available to work with OSEEGIB and at OSEEGIB's site during critical phases and throughout an implementation of necessary.
 - C.10.24.1 Provide the TPA's technical contact title, relevant skills and years of experience.
 - C.10.24.2 Please describe the size, qualifications and experience of the TPA's Information Technology staff and how they will provide support to OSEEGIB.
- C.10.25 The TPA must verify and commit that during the length of the contract, it shall not undertake a major conversion for, or related to, the system used to deliver services to OSEEGIB without specific written notice to and approval from OSEEGIB no less than six (6) months prior to use in production. Notice of minor program changes, fixes, modifications and enhancements that may impact OSEEGIB, DRS or DOC must be provided to OSEEGIB no less than thirty (30) days prior to use in production and only upon OSEEGIB approval.
 - C.10.25.1 Does the TPA agree to this requirement?
 - C.10.25.2 The TPA shall briefly describe its business recovery strategy to restore full business functionality in the event of a disruption in service or disaster.

- C.10.25.3 The TPA shall provide OSEEGIB a copy or describe its policies and procedures designed to control, limit or prevent the transportation and storage of client data on laptop computers, compact disks, flash memory devices or any other portable memory device.
- C.10.26 The TPA shall inform OSEEGIB immediately via email upon notification of down time for any systems that are utilized and impact OSEEGIB business. The TPA shall inform OSEEGIB prior to scheduled system downtime by the TPA for maintenance.
- C.10.26.1 The TPA shall confirm this requirement.
- C.10.27 The TPA must provide a data dictionary of all fields that are operational in any system proposed. This data dictionary must include the length of the field and a specific description of the data stored in each field.
- 10.27.1 Does the TPA agree to this requirement?
- C.10.28 OSEEGIB actively participates in discussions researching future initiatives of Electronic Health Records and Electronic Medical Records and desires the full support of the TPA.
- C.10.28.1 Describe the TPA's long term goals to implement Electronic Health and/or Medical Record initiatives.
- C.10.29 Prior to January 1, 2014, the TPA shall execute a Disaster Recovery Agreement with OSEEGIB. The current TPA Disaster Recovery Agreement is attached at Exhibit K.

Exhibit K – Current Disaster Recovery Agreement

- C.10.29.1 Does the TPA agree to the terms of the Disaster Recovery Agreement as presently drafted?
- C.10.30 The TPA shall provide the timeframe within which it would notify OSEEGIB, unless prohibited by securities law, of any current or prospective “significant event” on an ongoing basis. As used in this provision, a “significant event” is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the TPA's ability to meet its obligations including, but not limited to, any of the following:
- a) Disposal of major assets
 - b) Any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract

- c) Termination or modification of any contract or subcontract, if such termination or modification may have a material effect on the TPA's obligations under this contract
- d) The TPA's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings
- e) The withdrawal of, or notice of the intent to withdraw, any license required under state or federal law
- f) Default on a loan or other financial obligations
- g) Impairment of the security offered as a performance guarantee
- h) Strikes, slow-downs or substantial impairment of the TPA's facilities or of other facilities used by the TPA in the performance of this contract
- i) Changes in background information about the TPA or its subcontractor(s)
- j) Reduction or changes in key personnel and any fluctuation of claims examiners, customer service representatives or claims adjusters
- k) Known or anticipated merger or acquisition
- l) Known, planned or anticipated stock sales
- m) Any reorganization
- n) Any litigation filed by a member against the TPA
- o) Any sale or corporate merger
- p) Any name change.

C.10.30.1 Provide the timeframe the TPA has in place to notify OSEEGIB of such events.

C.10.30.2 Does the TPA anticipate any changes in the organization's basic ownership structure or any other significant changes in the organization within the next twelve (12) to twenty-four (24) months? If yes, please explain.

C.10.30.3 Describe the organization and its history, legal structure, ownership, affiliations and related parties. Supply an organizational chart and resumes of key personnel. Also, provide an organizational chart for the TPA that includes the department/divisions and positions of those individuals with ultimate responsibility for OSEEGIB's account.

C.10.31 It is the intention of OSEEGIB for the TPA to perform all required services on January 1, 2014. The TPA shall have loaded all provider networks. The TPA shall be responsible for processing, within sixty (60) calendar days of the contract date, all outstanding unprocessed, pended health, dental and life claims received from the former TPA and for administrative services to resolve outstanding adjustments, returned checks, correspondence and overpayments for OSEEGIB, DRS and DOC.

- C.10.31.1 Describe in detail the TPA's procedures to meet the above objectives with a sample business plan and timeline for OSEEGIB plans, DRS' plan and DOC's plan.
- C.10.31.2 Describe the TPA's system(s) used to support the OSEEGIB book of business. (i.e., claims system, certification system, telecommunication system, imaging and support systems and subsystems). Specifically identify the following information:
- a) Systems' name and version if commercially available;
 - b) Internally maintained by the TPA or externally maintained pursuant to an independent contract;
 - c) Describe the systems hardware and the software platforms;
 - d) Describe the TPA's experience with the systems;
 - e) Location of data center(s);
 - f) Location, number, skills and experience of developers;
 - g) Timeline for future modifications/enhancements;
 - h) Identify when the TPA's systems were put into production;
 - i) Describe the quality control policy and procedures and the software and hardware environments as applicable for each system for both the production and testing environments;
 - j) Describe the information technology infrastructure monitoring process to include software tools and notifications of systems availability;
 - k) Describe the change management process for system and application configuration testing;
 - l) Describe the hardware and software systems redundancy technologies such as Storage Area Network (SAN) replication and server clustering;
 - m) Describe network infrastructure and redundancy;
 - n) Describe network connectivity redundant paths between all systems used to support the account, including connectivity to the OSEEGIB, DOC and DRS;
 - o) Describe telecommunications systems, location and connectivity to include redundancy of systems and connectivity.
- C.10.31.3 Describe in detail the sequence of loading into the TPA systems: claims, adjustments, notes, certifications, overpayments, pending claims, etc.
- C.10.31.4 Describe in detail the ability of the TPA system to test claims or plan change using a future date of service.
- C.10.31.5 Describe in detail the process of comparing all requirements necessary for an effective conversion with the current TPA system and information to the new TPA system. Include provisions for information for accuracy of data and information to mitigate errors, non conversion of data, correctness of benefit applications, provider matching/mapping logic,

certification matching logic, fee schedule loads, accumulator complexities, etc.

C.10.31.5 Describe the following:

- a) Backup policies, procedures and storage
- b) Fire suppression system and redundancies
- c) Environmental controls and redundancies
- d) Percent down-time for the last year
- e) Recovery provisions, Hotsite/Coldsite
- f) Contingency plan if hardware is destroyed
- g) Contingency test results.

C.10.32 OSEEGIB complies with the Oklahoma Office of State Finance policy for disposal of storage media by specific destruction methods, found at http://www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf See, section 9.10 with detailed instructions on page 77 of the OSF document.

C.10.32.1 Does the TPA comply with the policy?

C.10.32.2 Describe the TPA's current methods and policies used to dispose of storage media.

C.10.33 Within thirty (30) days of the award of this contract, the TPA shall provide separate and detailed business plans containing time-commitments for each objective and task, specific to the current status of OSEEGIB, DRS and DOC. The TPA shall demonstrate its understanding of the complexities involved in converting and implementing a large public sector account. The business plan shall include identification of all steps that the TPA considers necessary to commence claims processing on January 1, 2014, including, but not limited to:

- a) Transfer of claims history file to include all open and active prior authorizations and certifications
- b) Eligibility
- c) Ongoing training for all areas to include OSEEGIB, DRS and DOC
- d) Coordinating with OSEEGIB and other contractors for requirements of this RFP, including the transfer of functions performed by the current TPA under contract with OSEEGIB
- e) Establishing communications and satisfactory computer interface with OSEEGIB and its other contractors with respect to present as well as new or modified communications and computer systems
- f) Providing all hardware, software and telecommunications equipment required to adjudicate claims
- g) Expanding the TPA business where necessary to administer the contract

- h) Production of ID cards in accordance with OSEEGIB specifications
- i) Internal training necessary to handle calls from members and prospective members during the annual option period
- j) Initial and ongoing training of benefits and plans to all TPA staff.

C.10.33.1 Does the TPA agree to this requirement?

C.10.34 OSEEGIB's medical trend ended 2010 at 10% for active and pre-Medicare members and 7% for Medicare members. The TPA shall play a role in the administration of innovative, responsive and cost-effective health and dental initiatives acceptable to OSEEGIB. OSEEGIB is a progressive and innovative plan that will consider additional services and opportunities that the TPA would like to include in the RFP for consideration by OSEEGIB.

C.10.34.1 Identify specific challenges facing the TPA and OSEEGIB in regard to this RFP.

C.10.34.2 Within the utilization management and health and dental benefit management industry, what sets your company apart from the competition?

C.10.34.3 Can the TPA compare OSEEGIB's data to national and regional normative health data for outcome analysis, and report that analysis to OSEEGIB? Would the data analytics compare similar populations and other large group health plans? If so, is there an additional cost, or is this included in the TPA's cost?

C.10.34.4 Describe the services the TPA can offer to minimize the medical trend drive better utilization or improve the health of OSEEGIB members.

C.10.34.5 Describe in detail what additional services and opportunities that the TPA can provide beyond the services required in this RFP, at no cost to OSEEGIB.

C.10.34.6 Describe additional services being offered at additional cost to OSEEGIB. Identify additional costs in the financial proposal.

D. EVALUATION

D.1 Evaluation and Award

D.1.1 Proposals will be evaluated on the "best value" determination in accordance with 74 O.S. §85.

D.1.2 The State reserves the right to request demonstrations and clarifications from any or all responding bidders.

- D.1.3 The State reserves the right to accept or reject any or all proposals or portions thereof.
- D.1.4 The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all bidders. The purpose of any such discussion shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the supplier shall put such clarification in writing.

D.2 Competitive Negotiations Of Proposals

In accordance with 74 O.S. § 85.5 .J(5) and 85.9D.A, the State of Oklahoma reserves the right to negotiate with one, selected few, all, or none of the bidders responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on product services, pricing, contract terminology or any other issue that mitigate the state's risks. The State will consider all issues to be negotiable and not artificially constrained by internal corporate policies. Negotiation shall be with one or more bidders, for any and all items in the bidder's proposal.

Firms that contend it lacks flexibility because of its corporate policy on a particular negotiation item will face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply.

- D.2.1 All proposals will be evaluated for compliance with Minimum Requirements at G.1 of this RFP. Proposals clearly failing to meet minimum requirements or proposals needing substantial clarifications to determine compliance will be eliminated from future consideration or evaluation. TPAs whose proposals need minor clarification will be allowed to clarify those points. Only bids meeting all Minimum Requirements will be evaluated further.
- D.2.2 OSEEGIB reserves the right to consider historical information and facts, whether gained from the TPA's proposal question and answer conferences, references, or any other source in the evaluation process.
- D.2.3 The TPA is cautioned that it is the TPA's sole responsibility to submit information pertinent to the evaluation and that OSEEGIB is under no obligation to solicit such information if it is not included with the TPA's proposal. Failure to submit such information may cause an adverse impact on the evaluation of the TPA's Proposal.
- D.2.4 Negotiations may be conducted in person, in writing or by telephone.
- D.2.5 Negotiations will only be conducted with potentially acceptable proposals. The State reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase, if the negotiation does not

result in modifications to the proposal the TPA will be scored based on the initial submitted proposal.

- D.2.6 Terms, conditions, prices, methodology, or other features of the TPA's proposal shall be subject to negotiations and subsequent revision. As part of the negotiations, the TPA shall be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- D.2.7 BEST and FINAL – The state shall request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request. However, the supplier should not expect that the state will ask for best and finals to give the TPA an opportunity to enhance its proposal. Therefore, the TPA should submit its best offer based on the terms and conditions set forth in this solicitation.

D.3 Selection Criteria

- D.3.1 Minimum Requirements G.1
- D.3.2 Compliance with Special Provisions B.10 – B.28
- D.3.3 Experience performing Solicitation Specifications C.1 – C.10
- D.3.4 Quality of Response regarding Solicitation Specifications C.1 – C.10
- D.3.5 Price and Cost – H.1.4

E. INSTRUCTIONS TO SUPPLIER

E.1 Proposal Process

- E.1.1 No late proposal shall be accepted. An original, ten (10) copies, and one (1) electronic copy on CD in a searchable PDF format allowing full text searches of the TPA's response language, including exhibits when possible must be submitted by 3:00 p.m., Thursday, June 16, 2011 to:

Irene Bowman, Contracting and Procurement Officer
Department of Central Services
Central Purchasing Division
Will Rogers Building, First Floor, Suite 116
Oklahoma City, Oklahoma 73152-8803
Phone: (405) 521-4058
Fax: (405) 522-1077
Email: Irene.Bowman@dcs.state.ok.us

- E.1.2 The TPA shall submit with its proposal an executive summary no longer than two (2) pages, outlining significant features of the proposal. The summary should highlight the TPA's philosophy, its experience with similar programs and the administrative approach presented in the proposal. The summary must also include a description of the TPA's understanding of OSEEGIB's RFP along with organizational and conceptual approaches to be used.
- E.1.3 The proposal will be received by the Department of Central Services. After opening, it will be reviewed by the DCS for conformation with the Proposal Submission Requirements. Non-conforming proposals will not be considered further. DCS will then forward the acceptable proposals to OSEEGIB.
- E.1.4 OSEEGIB's Evaluation Committee will in turn review for compliance with Minimum Requirements. Proposals that do not meet Minimum Requirements shall not be considered further.
- E.1.5 OSEEGIB will then review the acceptable proposals in their entirety. That process will result in the identification of proposals, which, in the opinion of OSEEGIB would result in an acceptable TPA. References will then be checked and OSEEGIB will invite selected TPAs to Oklahoma City for discussions and demonstrations or OSEEGIB may request a site visit to the TPA's offices.
- E.1.6 If OSEEGIB determines that one of the proposals is preferred and acceptable, the DCS will be notified and the negotiations with that TPA will begin. If the TPA and OSEEGIB cannot conclude this negotiation phase, OSEEGIB shall begin negotiations with the next ranked TPA. If one proposal is not preferred, OSEEGIB shall simultaneously negotiate with more than one TPA.
- E.1.7 When negotiations are finished, the DCS will complete its processes, likely resulting in a contract award and all TPAs submitting responses will be notified.

E.2 Proposal Format

- E.2.1 Proposals shall be prepared in the format described below. Failure to comply with the specified format shall lead to a TPA's proposal being declared non-responsive. OSEEGIB is especially concerned that the format of the proposal sequentially responds to the requested services, Minimum Requirements and other questions that shall be addressed within the RFP. The TPA should restate the service, requirement, or question and then state its response. The TPA shall assign consecutive page numbers in its response.
- E.2.2 Appendices should be similarly sequential. Any other information thought to be relevant, but not applicable to the prescribed format, should be provided as appendices to the proposal. If a TPA supplied a publication to respond to a

requirement, the response should include references to the publication and page number. Proposals without this reference shall be considered to have no reference materials included.

E.2.3 An official copy of the RFP is obtainable only through the DCS.

E.2.4 The proposal shall be configured to arrive at the designated office in one physical container (the "Outer Container"). FAX or electronic submissions are not acceptable.

E.3 Proposals Are Subject to Oklahoma Open Records Act

E.3.1 To the extent permitted by the Oklahoma Open Records Act, 51 O. S. (2001) § 24A.1-27, the TPAs' proposals will not be disclosed, except for purposes of evaluation, prior to approval by the Department of Central Services of the resulting contract. All material submitted becomes the property of the State of Oklahoma. Proposals will not be considered confidential after a contract is awarded.

E.3.2 Submitted proposals may be reviewed and evaluated by any person designated by OSEEGIB, other than one associated with a competing bidder. OSEEGIB reserves the right to use any and all ideas presented in any response to the RFP. Selection or rejection of a proposal does not affect this right.

E.3.3 Proposals are subject to public disclosure in accordance with DCS General Provisions A.7. PROPOSALS MARKED AS PROPRIETARY and/or CONFIDENTIAL SHALL NOT BE CONSIDERED.

E.4 Restrictions on Communication with OSEEGIB Staff

E.4.1 From the issue date of this RFP until a TPA is selected, TPAs are not allowed to discuss this RFP with any OSEEGIB Board member, employee or any Consultant to OSEEGIB unless the discussion is part of the DCS negotiation process. This restriction shall not prohibit discussions needed by the current TPA to perform its job. Any violation of this restriction shall result in disqualification.

E.5 Sole Contact

E.5.1 If the TPA has questions regarding any proposal requirements of the RFP, the contact is:

Irene Bowman, Contracting and Procurement Officer
Department of Central Services
Central Purchasing Division
Will Rogers Building, First Floor, Suite 116

Oklahoma City, Oklahoma 73152-8803
Phone: (405) 521-4058
Fax: (405) 522-1077
Email: Irene.Bowman@dcs.state.ok.us

E.6 Information from One Supplier Concerning Another Is Prohibited

E.6.1 TPAs are advised that OSEEGIB is not interested in, nor will it consider, allegations of lack of qualification or of impropriety made or initiated by any TPA concerning another TPA at any point during the competitive bid process. Inclusion of such information in the RFP response or communication of such information to any state officials, state staff or its contractors after proposal submission shall be grounds for disqualification. This clause in no way limits the right to file a protest or appeal under the laws or rules governing the State of Oklahoma.

E.7 Revisions to the RFP and/or Responses

E.7.1 OSEEGIB shall at any time hereafter supplement the RFP, the proposal and the resulting contract for purposes of enumerating, defining, and clarifying services, duties and functions, but not to add new services, duties or functions unless approved by the Department of Central Services.

E.7.2 During the evaluation period, the TPAs may be requested to present supplemental information clarifying its proposal. This supplemental information will be requested by DCS and the information must be submitted in writing to DCS and will be included as a formal part of the TPA's proposal.

E.8 Proposal Withdrawal

E.8.1 Before the proposal opening date and time, a submitted proposal shall be withdrawn by a written request signed by the proposer to:

Irene Bowman, Contracting and Procurement Officer
Will Rogers Building
Department of Central Services, Central Purchasing Division
Oklahoma City, Oklahoma 73152-8803

and

Kathy Pendarvis, General Counsel to the Administrator
Oklahoma State and Education Employees Group Insurance Board
3545 NW 58th, Suite 1000
Oklahoma City, Oklahoma 73112

E.9 Incurred Expenses

- E.9.1 OSEEGIB shall not be responsible for any costs a proposing TPA may incur in preparing and submitting a proposal, making an oral presentation, providing a demonstration, or performing any other related activities.

E.10 Notification of Award

- E.10.1 Notification will be made to the successful TPA by issuance of a purchase order. Public information releases pertaining to this project shall not be made without prior written approval by OSEEGIB and then only in conjunction with OSEEGIB.

F. CHECKLIST

OSEEGIB reserves the right to alter these dates, issue amendments to this RFP, cancels, or re-issue this RFP at any time for any reason. The TPA must agree to make any of its facilities available to OSEEGIB if it is determined that an on-site visit would be beneficial and utilized as part of the final evaluation process.

- F.1 Department of Central Services Releases RFP No later than, Thursday March 31, 2011
- F.2 Notice of Intent to Bid/Questions Thursday, April 14, 2011
- F.3 OSEEGIB Responds to Questions April 29, 2011
- F.4 Proposals due June 16, 2011
- F.5 Pre-Award On-Site Visits (if necessary) July/August
- F.6 Negotiation Meeting(s) (if necessary) September/October
- F.7 OSEEGIB's Recommendation to Department of Central Services Oct/Nov
- F.8 Department of Central Services Awards Contract December
- F.9 Implementation Period January 1, 2012 through December 31, 2013
- F.10 Claims Test Audit Complete. Eligibility & Customer Service functional ... October 1, 2013
- F.11 Intended Contract Effective Date January 1, 2014

G. Other

G.1 Minimum Requirements

The TPA shall comply with all requirements in this section and provide proper documentation in its response to *each* Minimum Requirement. The TPA's compliance with the requirements in this section shall be determined according to the sole unrestricted discretion of OSEEGIB. The TPA must state in its proposal exactly how it shall comply, provide detailed information and affirm its understanding of the

requirement and its agreement to comply with that requirement for the duration of the contract. Proposals failing to meet Minimum Requirements shall not be considered.

G.1.1 Financial Information

- G.1.1.1 The TPA must demonstrate its financial stability by providing OSEEGIB with copies of audited financial statements for the TPA's three (3) fiscal years previous to the date of its response and its most recent SSAE 16 or SAS 70 Type II report. OSEEGIB shall exercise its sole discretion in evaluating such information. The contracted TPA shall continue to provide such financial information and a SSAE 16 report to OSEEGIB on an annual basis.

If the TPA is a wholly owned subsidiary of a parent organization, this requirement may be fulfilled by the audited financial statement of the parent organization, provided that the parent organization agrees to have the same legal and financial responsibilities under the contract as the TPA.

G.1.2 Experience

- G.1.2.1 The TPA shall document its experience in performing the requested TPA services outlined in this RFP at Section C, Solicitation Specifications. The TPA shall specifically document experience in administering health, dental and life claim processing services for an indemnity plan, certification services, a national network, national fee negotiations, and production of identification cards for a minimum of five (5) years. The TPA shall have annual claims volume of at least Three Hundred Million Dollars (\$300,000,000.00) for an aggregate of at least One Hundred Fifty Thousand (150,000) lives. The TPA shall not include a plan offered to any of its employees or employees of affiliated companies to satisfy this experience requirement.
- G.1.2.2 The TPA shall disclose the percentage of its full service book of business represented by OSEEGIB if it has or were to have had OSEEGIB as a client in 2010.
- G.1.2.3 The TPA shall describe the size, qualifications and experience of the TPA's account staff and how it will provide support to OSEEGIB.

G.1.3 References

- G.1.3.1 Provide contact names of at least three (3) non-affiliated clients, addresses, telephone numbers, email addresses, fax numbers, types of services provided, and the number of participants. Provide similar contact information of at least three (3) clients who recently converted to the TPA from a different TPA.

G.1.4 License

- G.1.4.1 To be eligible to submit a proposal under this RFP, an organization must meet all legal requirements for doing business in the State of Oklahoma. The TPA must provide a copy of its administrator's license issued by the Insurance Commissioner for the State of Oklahoma. If the TPA is not currently licensed by the State of Oklahoma, it must act with due diligence in obtaining said license upon notification of award of this contract and give a statement to this effect as part of its response.

For purposes of providing the utilization management services, the TPA shall have accreditation from the Utilization Review Accreditation Commission (URAC), and agree to obtain certification under the Oklahoma Hospital and Medical Services Utilization Review Act (OHMSURA). See: 36 O.S. (2001), § 6551, et seq.

G.1.5 No Commissions

- G.1.5.1 The TPA must agree to and shall perform all services described in this RFP and the final OSEEGIB/State of Oklahoma contract, strictly according to a fee-for-services basis; that absolutely no commissions or finder's fees shall be paid to anyone or any organization resulting from the State of Oklahoma's contract, either arising from an agreement to pay a commission or finder's fee prior to or during the term of this contract; and, to provide a statement as part of its response to this RFP, and prior to each contract renewal, that absolutely no commissions or finder's fees are to be paid to any subcontractor, broker, agent or other individual, organization or entity.

G.1.6 Conflict

- G.1.6.1 The TPA shall disclose any apparent or potential conflict of interest or affirm that it has none. The TPA shall have no interest, direct or indirect, that could be perceived to conflict in any manner or degree with the performance of services required under this contract. The TPA shall not engage in any conduct that violates or induces others to violate provisions in the Oklahoma Statutes regarding the conduct of public employees. See, The Anti-Kickback Act of 1974 at 74 O.S. (2001), § 3401, et seq., and the Conflict of Interest provision in the Oklahoma Central Purchasing Act at 74 O. S. (2001), § 85.3.

Any company that provides health insurance services or operates an HMO to the same, or part of the same, population as OSEEGIB is put on notice that OSEEGIB may consider this a conflict of interest.

G.1.7 Lawsuits and Litigation

- G.1.7.1 The TPA must disclose, unless prohibited by securities laws, any prior lawsuits and litigation, violations of administrative rules and hearings, or any lawsuits and litigation threatened or impending, involving itself and the State of Oklahoma or any political subdivisions, and/or any state officer and/or any state employee acting in the capacity of a state employee. The TPA must disclose any settlements, compromises or Judgments of Record resulting from the foregoing described litigation or administrative proceedings for the past five (5) years or affirm there are none. If the TPA determines the aforementioned information to be confidential, it shall provide a statement of that fact.
- G.1.7.2 The TPA shall list and disclose contract cancellations or negligent causes of action that arose from work performed that is the same or similar to work identified in the Solicitation Specifications in this RFP that was initiated by persons or entities other than the TPA and resulted in a settlement with or judgment against the TPA in any jurisdiction in the United States in an amount of One Hundred Thousand Dollars (\$100,000) or more within the previous five (5) years, or affirm there are none.
- G.1.7.3 The TPA shall disclose any data security breaches and specifically any HIPAA security breaches that were reported to any federal or state authority by the TPA within the previous three (3) years.
- G.1.7.4 The TPA shall disclose if it has any past or pending investigation, legal actions, administrative actions, or matter subject to arbitration brought involving the TPA (and TPA's parent firm if applicable), including any key management or executive staff, over the past three years on matters relating to payments from governmental entities, both federal and state, for healthcare and/or prescription drug services. The disclosure should include an explanation as well as the current status and or disposition.

G.1.8 Federal Exclusion List

- G.1.8.1 The TPA affirms and agrees that it complies with the federal statutes and regulations concerning persons who are listed on the Excluded Parties List System maintained by the General Services Administration, or excluded from receiving payment from federal government programs by the Department of Health and Human Services, Office of Inspector General.

G.1.9 Fraud, Waste & Abuse Compliance Program

- G.1.9.1 The TPA must acknowledge OSEEGIB's Fraud, Waste & Abuse Compliance Program. The compliance program can be viewed at www.sib.ok.gov/sib/ (Go to Site Index, then click on Fraud Waste and Abuse PDF file) The TPA must include in its Fraud, Waste & Abuse training efforts at least one hour annually of training for applicable TPA employees.

G.1.10 Local Office

- G.1.10.1 The TPA must describe the Oklahoma City facilities that will be used to manage the OSEEGIB account or agree to establish an office in Oklahoma City that is accessible to OSEEGIB's staff. The office shall maintain Oklahoma City Post Office boxes for OSEEGIB, DRS and DOC and a separate Post Office box for correspondence. The office shall maintain a local phone number, toll free phone number, fax number and a TDD phone number for HealthChoice and separate phone numbers for DRS and DOC.

G.1.11 Local Representation

- G.1.11.1 The TPA must describe the management staff or agree to establish a staff that will be available in the local office, including qualifications, experience and resumes. The TPA must identify the local staff person having authority to make decisions for the TPA regarding all aspects of OSEEGIB's account. The local staff must be able to process claims, adjust claims, handle correspondence and provide customer services to members and providers for immediate resolution.

G.1.12 Eligibility Requirements

- G.1.12.1 OSEEGIB administers member eligibility in a multi-employer environment. It is imperative the TPA understand that a member may transfer from one HealthChoice employer group to another HealthChoice employer group. The TPA must demonstrate the ability to effectively interface electronically and operationally with OSEEGIB's eligibility system. The following is a list of various eligibility transactions included in a typical daily incremental file. Any of the following could have prospective or retroactive effective dates.

- a) New member/dependent enrollment
- b) Member/dependent termination
- c) Member/dependent adding and/or dropping various benefits
- d) Member moves between participating employer groups
- e) Dependent moves from participating primary member to another primary member
- f) Member/dependent status changes from active to retiree or COBRA status
- g) Member/dependent becomes eligible for Medicare
- h) A lapse is added to a member/dependent coverage
- i) Members address changes.

The aforementioned list is illustrative for informational purposes and should not be considered an exhaustive list of eligibility transactions.

Currently, OSEEGIB processes approximately two hundred (200) changes to eligibility information per day, except during certain months when the daily volume can reach as many as five thousand (5,000) changes in a day. OSEEGIB receives most eligibility transactions electronically via the Internet and/or from electronic interfaces with participating employers.

G.2 Statement of Compliance

- G.2.1 Certain conditions may preclude the TPA's strict compliance with a term specified in this RFP. The TPA shall describe its method of compliance to accomplish the requirements of the specific term and OSEEGIB reserves its unrestricted discretion to determine, whether an alternative method offered by the TPA is acceptable to OSEEGIB.
- G.2.2 Any alternative method or exceptions to terms, conditions or other requirements in any part of the RFP must be clearly described in both the appropriate section of the solicitation and listed as an attachment to the Statement of Compliance and shall be made a part of this RFP. Otherwise, OSEEGIB shall consider that all items offered are in strict compliance with the RFP and the TPA shall be responsible for compliance. OSEEGIB shall specify at the time of the awarding of the contract what, if any, optional, alternative methods are accepted.
- G.2.3 Notwithstanding anything to the contrary, OSEEGIB maintains the unrestricted discretion to make any decision as to suitability, competency, ability to perform, conflicts of interest or the appearance thereof, responsiveness of the TPA's proposal, acceptability of such proposal, or other decisions concerning qualifications.,
- G.2.4 Each TPA shall be required to submit a response to this Request for Proposal as it is written. Any TPA who wishes to propose exceptions or alternatives to any term, condition, or requirement of this RFP must specify the exception and/or alternative and submit a response for each deviation. If a Statement of Compliance is not returned to OSEEGIB with the Consultant's original bid, the response shall be excluded from further consideration. If a Statement of Compliance is submitted with deviations, OSEEGIB will consider such exceptions and/or alternatives in the evaluation process or such exception and/or alternative may constitute grounds for rejection of the proposal.

☐ The solicitation submitted to OSEEGIB is in strict compliance with this RFP, and if selected as a TPA, the TPA will be responsible for meeting all requirements of this RFP.

☐ The solicitation submitted to OSEEGIB contains deviations from the specifications of this RFP. The deviations are attached.

Name:_____	Company:_____
Signature:_____	Address:_____
Title:_____	_____
Phone:_____	Fax:_____

H. PRICE AND COST

- H.1.1 In accordance with Oklahoma State Statutes, OSEEGIB shall compensate the TPA on a monthly basis for services that have been performed over the preceding month, pursuant to the terms of this contract. All invoices and payments of invoices are subject to subsequent adjustments based upon proper documentation.
- H.1.2 The administrative fee assumes OSEEGIB, or other TPAs of OSEEGIB, will perform all eligible-person enrollment and billing. The TPA shall provide OSEEGIB with a detailed administrative fee invoice including a total for the number of claims processed in accordance with the TPA's claims cycle. OSEEGIB shall pay uncontested administrative fee invoices in full within fifteen (15) days of the invoice date.
- H.1.3 OSEEGIB intends for all services, including services for DRS and DOC described in the TPA's response to be included in the administrative fee unless the fee and the service are specifically identified as a separate charge.
- H.1.4 OSEEGIB will only accept financial proposals for all services required by this RFP calculated on a per HealthChoice primary member per month basis. That population as of January 2011 was 113,331. The TPA cannot charge separate start-up costs.

H.1.4.1 Administrative Fees:

2014	2015	2016	2017	2018
_____	_____	_____	_____	_____

H.1.4.2 Additional Services:

2014	2015	2016	2017	2018
_____	_____	_____	_____	_____

H.1.4.3 State the percentage of savings required by the TPA for fee negotiation services:

2014	2015	2016	2017	2018
_____	_____	_____	_____	_____

H.1.4.4 The TPA shall offer a monthly administrative fee for processing run out claims incurred but not processed in the final year of its contract.

H.1.4.5 If the base administrative fees do not cover all services, the TPA must list each additional service and proposed fee.

- H.1.4.6 Provide detailed documentation demonstrating how the financial proposal was determined, including the specific elements and methodology of the bid, assumptions used in pricing elements of the bid and the inflation factor used for each year of the contract.
- H.1.4.7 How does the TPA propose to profit from this contract?
- H.1.4.8 Identify costly RFP requirements that OSEEGIB might eliminate to significantly impact its expenses.

EXHIBIT A Census Data

EXHIBIT A Census Data

HealthChoice Census of Coverage

As of February 28, 2011

	Member	Spouse	One Child	Two or More Children	Total Children	Total Dependents	Total Participants
Health							
HealthChoice High	77,611	12,157	7,644	8,226	28,081	40,238	117,849
HealthChoice Basic	6,477	1,634	724	1,134	3,624	5,258	11,735
HealthChoice S-Account	93	50	8	23	64	114	207
HealthChoice USA	88	15	4	2	8	23	111
HealthChoice Medicare Supplement High	26,292	4,254	16	1	18	4,272	30,564
HealthChoice Medicare Supplement Low	2,770	349	33	-	33	382	3,152
Total Health	113,331	18,459	8,429	9,386	31,828	50,287	163,618
Dental							
	104,500	27,372	10,448	11,972	40,594	67,966	172,466
	Member	Dependent					

**EXHIBIT A Census Data
Department of Corrections
ELIGIBLE INMATES 2010**

MONTH	YEAR	TOTAL
JANUARY	2010	20,017
FEBRUARY	2010	20,072
MARCH	2010	20,242
APRIL	2010	20,373
MAY	2010	20,397
JUNE	2010	20,434
JULY	2010	20,515
AUGUST	2010	20,535
SEPTEMBER	2010	20,433
OCTOBER	2010	20,446
NOVEMBER	2010	20,384
DECEMBER	2010	20,266

EXHIBIT A Census Data
Department of Rehabilitation Services
ELIGIBLE CLIENTS 2010

MONTH	YEAR	TOTAL
JANUARY	2010	3,392
FEBRUARY	2010	3,459
MARCH	2010	3,594
APRIL	2010	3,719
MAY	2010	3,750
JUNE	2010	3,773
JULY	2010	3,938
AUGUST	2010	4,053
SEPTEMBER	2010	4,045
OCTOBER	2010	4,116
NOVEMBER	2010	4,175
DECEMBER	2010	4,239

EXHIBIT B Paid claims History

HealthChoice Paid Claims 2010

Health

Month / Year	Number of Paid Claims	Paid Amount
01/2010	144,159	\$43,701,370.98
02/2010	132,173	\$39,699,823.68
03/2010	174,151	\$52,323,422.19
04/2010	160,973	\$43,793,007.46
05/2010	154,833	\$44,078,257.31
06/2010	160,903	\$46,005,313.86
07/2010	184,592	\$43,181,587.46
08/2010	175,983	\$41,287,931.62
09/2010	169,468	\$38,051,576.86
10/2010	172,353	\$39,822,077.47
11/2010	173,271	\$39,337,772.15
12/2010	176,961	\$43,683,803.47
	1,979,820	\$514,965,944.51

Dental

Month / Year	Number of Paid Claims	Paid Amount
01/2010	25736	\$4,391,317.13
02/2010	27268	\$4,755,518.26
03/2010	30860	\$5,330,038.77
04/2010	28446	\$4,985,390.94
05/2010	23482	\$3,967,975.87
06/2010	29255	\$5,077,268.94
07/2010	29874	\$5,116,299.70
08/2010	27847	\$4,923,240.80
09/2010	24123	\$4,139,756.75
10/2010	23553	\$3,977,666.01
11/2010	23484	\$3,988,703.16
12/2010	25814	\$4,451,256.70
	319742	\$55,104,433.03

Life

Month / Year	Number of Paid Claims	Paid Amount
01/2010	101	\$1,583,695.94
02/2010	119	\$1,821,385.58
03/2010	111	\$1,732,666.66
04/2010	135	\$2,479,500.00
05/2010	99	\$1,329,666.66
06/2010	103	\$1,951,582.92
07/2010	113	\$1,500,816.67
08/2010	125	\$2,056,129.52

09/2010	92	\$1,158,733.32
10/2010	95	\$1,339,733.67
11/2010	114	\$2,066,533.66
12/2010	121	\$1,854,833.34
	1328	\$20,875,277.94

DOC Paid Claims 2010

Month/Year	Number of Paid Claims	Paid Amount
01/2010	3065	\$914,398.08
02/2010	3299	\$954,966.84
03/2010	4194	\$1,719,868.75
04/2010	3167	\$943,420.04
05/2010	3125	\$954,507.97
06/2010	2964	\$953,710.70
07/2010	3484	\$1,130,228.26
08/2010	3141	\$966,725.90
09/2010	3167	\$908,424.25
10/2010	2923	\$987,096.36
11/2010	3236	\$1,511,316.05
12/2010	2929	\$932,449.75
	38694	\$12,877,112.95

DRS Paid Claims 2010

Month/Year	Number of Paid Claims	Paid Amount
01/2010	1251	\$570,544.87
02/2010	1493	\$713,291.59
03/2010	2001	\$537,001.89
04/2010	2234	\$895,992.71
05/2010	1715	\$700,386.63
06/2010	1642	\$693,756.06
07/2010	2233	\$1,305,836.42
08/2010	1489	\$603,239.21
09/2010	2205	\$1,083,605.29
10/2010	1628	\$587,946.26
11/2010	1633	\$825,794.32
12/2010	1766	\$832,013.32
	21290	\$9,349,408.57

EXHIBIT C Current Identification Card Procedures

EXHIBIT C Current Identification Card Procedures

Identification Card

OSEEGIB has specific criteria for when an identification card (ID) Card should be generated and when an ID Card should not be generated. A process, such as an external compare between the eligibility update received on the daily file and the existing eligibility needs to be put in place to ensure ID Cards are only created when necessary.

ID Cards should be produced for the following types of updates:

- New hires
- First or last name of the member changes
- First name of any dependent changes
- A new dependent is added to the plan
- A dependent is terminated from the plan
- Eligibility is reinstated after a lapse in coverage greater than 30 days
- Member goes from one business level to another business level (HealthChoice to HealthChoice USA or HealthChoice USA to HealthChoice)
- Member terminates HealthChoice, goes to a non-HealthChoice plan, and comes back to HealthChoice
- An eligibility event changes:
 - Member/dependent to member/family, member only or member/spouse
 - Member/family to member only, member/spouse, or member/dependent
- On-request card(s)

ID Cards should not be produced for the following types of updates:

- Continuous coverage of health or dental coverage, for example: member is currently covered under health and dental, terminates dental coverage only and continues with health coverage
- Lapses in coverage of less than 30 days
- Reinstatement of a prospective termination before the termination date occurs
- Indicative changes except member first and last name and dependent first name
- Life only coverage or a change to the life benefit
- No health or dental benefit change from calendar year or period change
- Address changes

HealthChoice Health And/Or Dental Identification Card

Dear HealthChoice Member:

Attached below is your new HealthChoice Health and/or Dental ID card(s). HealthChoice uses a unique 8-digit number (not your Social Security number) to protect your privacy. Please review the ID card(s) to verify the accuracy of your name and unique identification number. Please present your ID card(s) to your provider when obtaining services.

PHARMACY BENEFITS

Pharmacies require an ID card issued by Medco Health. If you are currently enrolled in a HealthChoice health plan, please continue to use your current pharmacy ID card for your pharmacy benefits. If you are a new HealthChoice member, your pharmacy ID cards will be mailed separately by Medco Health.

QUESTIONS

If you have any questions regarding your benefits or your new ID card(s), or if you would like to request additional ID cards, please contact HealthChoice at 1-405-416-1800, toll-free at 1-800-782-5218 or by TDD at 1-405-416-1525 or 1-800-941-2160. Customer service representatives are available Monday through Friday from 7:30 a.m. to 6:00 p.m. Central Time. Claim status and other information is available 24 hours a day, seven days a week at www.sib.ok.gov. Thank you for choosing HealthChoice for your coverage needs.

Sincerely,
HealthChoice

HealthChoice
www.sib.ok.gov

Issuer:
ID NO.:
Name:
Dependent(s):

Pharmacy requires a card issued by Medco Health

This card does not guarantee coverage

Health, Dental, Life Claims and Eligibility Confirmation:
HealthChoice

P.O. Box 24870

Oklahoma City, OK 73124-0870

Local: 1-405-416-1800 or 1-800-782-5218

TDD Line: 1-405-416-1525 or 1-800-941-2160

Payer ID Number: 22521

Precertification

1-800-848-8121/TDD Line: 1-877-267-6367

HealthChoice Member Services/Provider Directory:

Local: 1-405-717-8780 or 1-800-752-9475

TDD Line: 1-405-949-2281 or 1-866-447-0436

Member ClaimLink at: www.sib.ok.gov

Provider ClaimLink at: www.sib.ok.gov/providers

HealthChoice
P.O. Box 24110
Oklahoma City, OK 73124

HealthChoice Health And/Or Dental Identification Card

Dear HealthChoice Member:

Attached below is your new HealthChoice Health and/or Dental ID card(s). HealthChoice uses a unique 8-digit number (not your Social Security number) to protect your privacy. Please review the ID card(s) to verify the accuracy of your name and unique identification number. Please present your ID card(s) to your provider when obtaining services.

PHARMACY BENEFITS

Pharmacies require an ID card issued by Medco Health. If you are currently enrolled in a HealthChoice health plan, please continue to use your current pharmacy ID card for your pharmacy benefits. If you are a new HealthChoice member, your pharmacy ID cards will be mailed separately by Medco Health.

QUESTIONS

If you have any questions regarding your benefits or your new ID card(s), or if you would like to request additional ID cards, please contact HealthChoice at 1-405-416-1800, toll-free at 1-800-782-5218 or by TDD at 1-405-416-1525 or 1-800-941-2160. Customer service representatives are available Monday through Friday from 7:30 a.m. to 6:00 p.m. Central Time. Claim status and other information is available 24 hours a day, seven days a week at www.sib.ok.gov. Thank you for choosing HealthChoice for your coverage needs.

Sincerely,
HealthChoice



Issuer:
ID NO.:
Name:

Dependent(s):

Pharmacy requires a card issued by Medco Health

This card does not guarantee coverage

Health, Dental, Life Claims and Eligibility Confirmation:

HealthChoice USA
P.O. Box 24870
Oklahoma City, OK 73124-0870
Local: 1-405-416-1800 or 1-800-782-5218
TDD Line: 1-405-416-1525 or 1-800-941-2160
Payer ID Number: 22521

Precertification

1-800-848-8121/TDD Line: 1-877-267-6367

HealthChoice USA Member Services:

Local: 1-405-717-8780 or 1-800-752-9475
TDD Line: 1-405-949-2281 or 1-866-447-0436
Member ClaimLink at: www.sib.ok.gov
Provider ClaimLink at: www.sib.ok.gov/providers

ChoiceCare Provider Verification

1-877-877-0715, ext. 4059 or at www.choicecarenetwork.com

HealthChoice
P.O. Box 24110
Oklahoma City, OK 73124

EXHIBIT D DRS authorization file layout

Exhibit D DRS Authorization file layout										
AWARE Source	Source_Field	Source_Type	Source_Length	Field Description	Destination Field Name		Dest Type	Dest Length	Start Position	End Position
Literal	"CF"			Literal "CF"	Product_Indicator		Text	2	1	2
Literal	"P3"			Literal "P3"	Client_Indicator		Text	2	3	4
Literal	"XA"			Literal "XA"	Record_Indicator		Text	2	5	6
N/A				Blank fill	Patient_Group		Text	8	7	14
buParticipant	SSN	Char	11	SSN of the participant associated to the case linked to the authorization - Remove hyphens	Member_SSN		Text	9	15	23
Literal	"M"			Literal "M"	Patient_Relation		Text	1	24	24
N/A				Blank fill	Patient_Name		Text	6	25	30
buAuth_Header	Auth_ID	Int		Pad Auth_ID with zeros	Auth_Number	Required Right justify and zero fill	Num	9	31	39
buAuth_Detail_Line	Auth_Detail_Line_Num	Int		Line Number - pad with zero *Combination of Auth and Detail MAY NOT be unique. Use Auth Detail Line ID	Line_Number	Required Right justify and zero fill	Num	2	40	41
N/A				Blank fill	Fill01A		Text	57	42	98
Literal	"R"			Literal "R"	Function_Code		Text	1	99	99
N/A				Blank fill	Fill02A		Text	31	100	130
Literal	"N"			Literal "N"	Auth_Type_1		Text	1	131	131
Literal	"M"			Literal "M"	Auth_Type_2		Text	1	132	132
N/A				Blank fill	Fill03A		Text	6	133	138
Literal	"A"			Literal "A"	Initial_Caller		Text	1	139	139
N/A				Blank fill	Fill04A		Text	12	140	151
buVendor_Business	Vendor_Number	varchar	12	Send as is	Provider_Number	Required	Text	9	152	160
N/A				Blank Fill	Fill04B		Text	3	161	163
buAuth_Detail_Line	Auth_Detail_Line_ID	Int		Key identity field for AWARE's auth detail lines - Send as is	Auth_Line_ID	Required	Text	9	164	172
N/A				Zero Fill	Fill05A		Text	3	173	175
N/A				Blank fill	Fill06A		Text	1	176	176
Literal	"Y"			Literal "Y"	Pur_Ind		Text	1	177	177
N/A				Blank fill	Fill07A		Text	7	178	184
Literal	"99"			Literal "99"	Aut_Exp_Year		Num	2	185	186

	Today	smalldatetime		(YYYYMMDD)	Auth_Rec_Date	Required	Num	8	187	194
	Today	smalldatetime		(YYYYMMDD)	Auth_Approved_Date	Required	Num	8	195	202
buAuth_Header	Auth_End_Date	smalldatetime		(YYYYMMDD) System defaults this to State FY end date 06/30/yyyy but user can make it earlier. Last allowable day for DOS	Auth_End_Date	Required	Num	8	203	210
Literal	"999999"			Literal "999999"	Diag_Code_1		Text	6	211	216
buVendor_Business	Vendor_Suffix_Number	Varchar	5	right justify zero fill	Provider_Suffix_6		Text	6	217	222
Literal	"999999"			Literal "999999"	Diag_Code_3		Text	6	223	228
Literal	"R"			Literal "R"	Author_Facility		Text	1	229	229
N/A				Blank fill	Fill08A		Text	44	230	273
Literal	"51"			Literal "51"	Authorization_Stat		Text	2	274	275
N/A				Blank fill	Fill09A		Text	4	276	279
buAuth_Detail_Line	Auth_Detail_Line_Begin_Date	smalldatetime		Auth Begin Date Service Year (YYYY)	Service_Year	Required	Text	4	280	283
N/A				Blank fill	Fill09B			45	284	328
buAuth_Detail_Line	Auth_Detail_Line_Begin_Date	smalldatetime		Auth Item begin date MMDD	Line_Item_From_Date	Required	Num	4	329	332
Literal	"1231"			This is NOT the auth end date	Line_Item_To_Date		Num	4	333	336
luProcedure_Code	Procedure_Category_Desc	Varchar	50	The first three characters of Procedure_Category_Desc associated with the CPT code.	Line_Item_Service_ID	Required	Text	3	337	339
N/A				Blank fill	Fill10A		Text	3	340	342
buAuth_Detail_Line	Procedure_Code_ID	Char	10	First 7 characters Procedure_Code_ID	Line_Item_CPT_Code	Required	Text	7	343	349
buAuth_Detail_Line	Procedure_Code_ID	Char	10	First 7 characters Procedure_Code_ID	Line_Item_Req_CPT	Required	Text	7	350	356
N/A				Blank fill	Fill11A		Text	3	357	359

buAuth_Detail_Line	Auth_Detail_Curr_Amt	Money		Line Item Amount with two decimal places, no decimal point - If line item was previously sent and then it is cancelled, send the cancelled line item with amount = 0	Line_Item_Req_Amt	Required Right justify and zero fill	Num	9	360	368
buAuth_Detail_Line	Auth_Detail_Unit_Qty_Amt	numeric	10.2	Line Item Quantity (whole number only)	Line_Item_Req_Qty	Required Right justify and zero fill	Num	3	369	371
Literal	"01"			Literal "01"	Line_Item_POS		Text	2	372	373
buAuth_Detail_Line	Auth_Detail_Curr_Amt	money		Line Item Total Amount, to decimal places, no decimal point - If line item was previously sent and then it was cancelled, send the cancelled line item with amount = 0	Line_Item_Auth_Amt	Required Right justify and zero fill	Num	9	374	382
buAuth_Detail_Line	Auth_Detail_Unit_Qty_Amt	numeric	10.2	Line Item Quantity (whole number only) If line item was previously sent and then it was cancelled, send the cancelled line item with amount = 0	Line_Item_Auth_Qty	Required Right justify and zero fill	Num	3	383	385
Literal	"01"			Literal "01"	Line_Item_Auth_POS		Text	2	386	387
N/A				Literal Zero fill	Fill12A		Text	33	388	420
N/A				Blank fill	Fill13A		Text	1980	421	2400

EXHIBIT E COB file format

EXHIBIT E COB file format					
Field Name	Type	Width	Start Pos	End Pos	Description
TPI-NOS-MEMBER-ID	Num	9	1	9	Coverage contract identifier within the TPA system NOTE : This is mapped to the output file as the SSN of the Subscriber
TPI-NOS-DEP-SSN-ID	Num	9	10	18	SSN
TPI-NOS-PERSON-CODE	Num	2	19	20	2-byte identifier indicating type of member within the contract. Valid values : '00' (Contract Holder) '01' through '09' (Spouse) '10' through '99' (Child)
TPI-NOS-MEMBER-LAST-NAME	Num	25	21	45	Last Name
TPI-FILLER1	Text	25	46	70	Filler1
TPI-NOS-MEMBER-FIRST-NAME	Text	25	71	95	First name

TPI-FILLER2	Text	25	96	120	Filler2
TPI-NOS-MEMBER-MIDDLE-INIT	Text	1	121	121	Middle Initial
TPI-NOS-ALT-INS	Text	1	122	122	Alternate Insurance indicator. If the patient has active primary other medical coverage, 'Y' is passed. If the patient had primary other medical coverage that is now terminated, 'N' is passed. If the patient has other coverage that is not primary, 'N' is passed.
TPI-NOS-ALT-CODE	Text	8	123	130	Alternate Code
TPI-FILLER3	Text	2	131	132	Filler3
TPI-NOS-ALT-ID	Text	8	133	140	Alternate ID
TPI-FILLER4	Text	10	141	150	Filler4
TPI-NOS-PHY-ID	Text	9	151	159	Physician ID
TPI-NOS-EFF-DT	Text	8	160	167	Effective Date of other coverage
TPI-NOS-TERM-DT	Num	8	168	175	Termination Date of other coverage.
TPI-FILLER5	Text	25	176	200	Filler5

EXHIBIT F Reporting Requirements

REQUIRED REPORTS

January 2011

DAILY REPORTS (Due Each Day)

1. Claim Payment Cycle
2. Eligibility Error Report
3. Disbursement Register
4. Check Register
5. Issue File
6. Detail Check Register
7. Open Event Report
8. Case Management & Multiple Admit
9. Out-of-Network Facility
10. DOC Eligibility Error Reports
11. DOC Check Register
12. DRS Eligibility Error Report
13. DRS Authorization Error Report

WEEKLY REPORTS (Due Each Monday)

1. Explanation Code
2. Backlog report identifying outstanding clean claims, pended claims, adjustments, overpayments, correspondence with claim aging and phone results for # of calls answered, answer speed and abandonment rate. Opening/Patch, Scan, Keying, and Outgoing Mail with date and claim total.
3. Phone Stats
4. Error Report
5. Utilization for Dental via Portal
6. Utilization for Health via Portal
7. Pending Claim Report
8. DOC Backlog report identifying outstanding clean claims, pended claims, adjustments, overpayments, correspondence with claim aging and phone results for # of calls answered, answer speed and abandonment rate. Opening/Patch, Scan, Keying, and Outgoing Mail with date and claim total.

9. DRS Backlog report identifying outstanding clean claims, pended claims, adjustments, overpayments, correspondence with claim aging and phone results for # of calls answered, answer speed and abandonment rate. Opening/Patch, Scan, Keying, and Outgoing Mail with date and claim total.
10. DRS Check Register
11. DRS Issue File

WEEKLY REPORTS (Due Each Friday)

12. SAS Database Report
13. DOC SAS Database Report
14. DRS SAS Database Report

WEEKLY REPORTS (Due on the 10th and 25th of Each Month)

15. DOC Pended Claims Register (10th)
16. DOC Pended Claims Register (25th)

MONTHLY REPORTS (Due 5 Calendar Days Following the End of the Month)

1. Medical Director's Report
2. Outstanding Referrals
3. Summary of pended claims by categories and claim aging
4. Life Pending
5. COB Savings
6. Web Portal Statistics: Member
7. Web Portal Statistics: Provider for HC, DRS and DOC
8. IVR/FaxBack Statistics
9. ESRD
10. McKesson Savings Report
11. Key Statistic
12. Outstanding ovp w/o Bal.
13. Void Check Listing
14. Subrogation
15. National Negotiator Savings Report
16. Aggregate Utilization Report for HRA Completion (HRA)
17. Aggregate Recommendation Count Report (HRA)
18. Aggregate Personal/Family Disease Count Report (HRA)

19. Aggregate Social History Report (HRA)
20. Aggregate Completed Screening Reports (HRA)
21. Completion at User Level (HRA)
22. On Line Coaching Completion at the User Level (HRA)
23. List of Individuals Who Completed the HRA with a Field Indicating Whether or Not the Member Attested to No Tobacco Use
24. High Risk Individuals Identified by the HRA for Possible Case Management Intervention by HCMD and future Disease Management Program Intervention
25. Aggregate of Assessments Incomplete, In Progress or Abandoned and % of Questions Answered per Section
26. Physician Advisor Reviews
27. Large Case Report
28. Certification Diagnostic Imaging
29. Sum of Per Standards financial accuracy, payment accuracy, non-payment accuracy and overall accuracy
30. Sum of Per Standards for telephone response time and telephone abandonment rate
31. Sum of Per Standards for report delivery
32. Sum of Per Standards for EDI TAT
33. Sum of Per Standards for claims, adjustments, checks, correspondence, EDI, Medicare Requiring Manual Intervention - Initial TAT
34. Sum of Per Standards for claims, adjustments, checks, correspondence, EDI, Medicare Requiring Manual Intervention - Final TAT
35. Sum of Per Standards for compliance with each contractual requirement
36. Sum of Per Standards for System Availability for OSEEGIB and TPA usage
37. Sum of Per Standards for System Availability for Self-Service Systems, Member and Provider usage
38. Sum of Per Standards for Eligibility Processing TAT
39. Sum of Per Standards for ID card mailing
40. DOC Paid Claims Listing
41. DOC Charges/No Duplicates
42. DOC Audit Findings
43. DOC Outstanding Overpayments
44. DOC National Negotiator Savings
45. DOC Inpatient Hospital

46. DOC HB3336 By Non-Network Provider By Type of Service
47. DOC HB3336 By Network Provider By Type of Service
48. DOC Type of Service Network
49. DOC Type of Service Non-Network
50. DOC Emergency Room
51. DOC OSU Provider
52. DOC Lindsey Hospital Inpatient
53. DOC Lindsey Hospital Outpatient
54. DOC OSU Inpatient
55. DOC OSU Outpatient
56. DOC Tulsa County Inpatient
57. DOC Tulsa County Outpatient
58. DRS Service Code Recap
59. DRS Diagnostic Code Recap
60. DRS Age Recap By Sex
61. DRS Member Recap
62. DRS Audit Findings
63. DRS Eligible Client Numbers
64. DRS Charges/No Duplicates
65. DRS Error Trend
66. DRS Overpayment Report
67. DRS National Negotiator Savings

QUARTERLY REPORTS (Due 30 Calendar Days Following the End of the Month)

1. Recon of all applicable files
2. Flagged Provider Report
3. Flagged Member Report
4. Audit Report
5. HRA Measurable and Quantifiable Reports
6. Corporate Audit

QUARTERLY REPORTS (Due 60 Calendar Days Following the End of the Month)

7. Management Reports
8. DOC Management Reports
9. DRS Management Reports
10. Predictive Modeling

SEMI-ANNUAL REPORTS (Due 15 Calendar Days Following the End of the Year – June and December)

1. Overpayment
2. True-up
3. 270/271 Eligibility for OHCA (February & September)
4. OK Health CD
5. DOC Overpayment
6. DOC True-up
7. DRS Overpayment
8. DRS True-up

ANNUAL REPORTS (Due 30 Calendar Days Following the End of the Year)

1. Performance Report
2. DOC Performance Report
3. DRS Performance Report

ANNUAL REPORTS (Due 45 Calendar Days Following the End of the Month)

4. SAS 70 Type II/SSAE 16

ANNUAL REPORTS (Due 60 Calendar Days Following the End of the Month)

5. Management Reports
6. HRA Measurable and Quantifiable Reports
7. DOC Management Reports
8. DRS Management Reports

AD-HOC REPORTS (As Requested)

EXHIBIT G Record Layout for Issue File for HealthChoice, DOC and DRS

Exhibit G Record Layout for issues file

Oklahoma State & Education Employees Group Insurance Board Information Technology Department

Treasury Issue File Record Layout

For

Business Associates



Prepared by:
The Information Technology Group
March 2, 2011

Purpose

Oklahoma State Treasury uses this standard 250 byte file layout to send daily issue files to OSEEGIB

Data Origin

Oklahoma State Treasury sends daily files, Tuesday through Saturday, on all OSEEGIB issue records via the mainframe. This is a fixed-length, fixed-width file.

AGENCY A.C.E.S. ISSUE FILE - 250 Bytes (FILE SENT TO OST FROM EACH AGENCY) RECORD NUMBER ONE SEE POSITION NUMBER 250				
DESCRIPTION	TYPE	POSITION	LENGTH	VALUE
1. Key				
a. Account number	Numeric	1 - 7	7	Right justify
b. Effective date	Numeric	8 - 13	6	YYMMDD
c. Warrant number	Numeric	14 - 22	9	Right justify
2. Amount	Numeric	23 - 33	11	Right justify
3. Claim number	Alpha	34 - 48	15	Optional
4. Payee name	Alpha	49 - 78	30	Required
5. Payee address line 1	Alpha	79 - 108	30	Optional
6. Payee city	Alpha	109 - 128	20	Optional
7. Payee state	Alpha	129 - 130	2	Optional
8. Payee zip	Alpha	131 - 141	11	Optional
9. Payee address line 2 or Description field	Alpha	142 - 171	30	Optional
10. Reserved	Alpha	172 - 181	10	
11. Pay type	Alpha	182 - 182	1	See Table 1
12. Participant ID	Alpha	183 - 197	15	For Pay Type A,E,S
13. Class ID	Alpha	198 - 200	3	For Pay Type A,E,S
14. Transit Number	Numeric	201 - 209	9	For Pay Type A
15. Bank Account number	Alpha	210 - 226	17	For Pay Type A
16. Checking/Savings Flag	Alpha	227 - 227	1	'C' or 'S'
17. CFDA Number	Alpha	228 - 236	9	Optional
18. Revenue Code	Apha	237 - 241	5	For Pay Type S
19. Revenue Code Extension	Alpha	242 - 243	2	For Pay Type S
20. OSF-Budget-Acct	Alpha	244 - 249	6	Optional
21. Record ID	Alpha	250 - 250	1	SPACE or '1'

NOTE: WHEN THE CLASS CODE IS 'IRS' RECORD NUMBER TWO IS REQUIRED.

TABLE 1 - PAY TYPE
A = Create Auto EFT
E = Create EFT
P = Create Paper Warrant
S = Create ON-US Transfer
T = Create Wire Transfer
C = Create Wire Transfer
W = Create Issue Record

AGENCY ACES ISSUE FILE RECORD NUMBER TWO SEE POSITION NUMBER 250 OPTIONAL RECORD – TAX DEPOSITS FOR CLASS CODE “IRS” OR AN EIGHTY BYTE FREE FLOW BEGINNING IN POSITION 23. IF FREEFLOW BEGIN POSITION 23 WITH “TXP*”

DESCRIPTION	TYPE	POSITION	LENGTH	VALUE
1. Key (Must Equal Key In Record 1) A. Account Number B. Effective Date C. Warrant Number	Numeric Numeric Numeric	1 – 7 8 – 13 14 – 22	7 6 9	Right Justify YYMMDD Right Justify
2. Tax ID	Alpha	23 – 31	9	For Tax Deposit
3. Tax Type	Alpha	32 – 36	5	For Tax Deposit
4. Period End Date	Numeric	37 – 42	6	For Tax Deposit
5. Sub 1 Tax Type	Alpha	43 – 47	5	For Tax Deposit
6. Sub 1 Amount	Numeric	48 – 58	11, 9(9)V99	For Tax Deposit
7. Sub2 Tax Type	Numeric	59 – 63	3	For Tax Deposit
8. Sub 2 Amount	Numeric	64 – 74	11, 9(9)V99	For Tax Deposit
9. Sub 3 Tax Type	Alpha	75 – 79	3	For Tax Deposit
10. Sub 3 Tax Amount	Numeric	80 – 90	10, 9(8)V99	For Tax Deposit
11. Filler	Alpha	91 – 249	166	Blank Fill
12. Record ID	Numeric	250 – 250	1	Numerical “2”

A.C.E.S INPUT ISSUE FILE TRAILER RECORD

AGENCY A.C.E.S ISSUE FILE - 250 Bytes (Trailer Record On The Issue File Sent To OST)				
DESCRIPTION	TYPE	POSITION	LENGTH	VALUE
1. Account Number	Numeric 9(7)	1 - 7	7	9999999
2. Effective Date	Numeric 9(6)	8 - 13	6	Right Justify
3. Total Number Records	Numeric 9(9)	14 - 22	9	Right Justify
4. Total Dollar Amount	Numeric 9(9)V99	23 - 33	11	Right Justify 2 Dec.
5. Filler	Alpha X(248)	34 - 181	148	Filler
6. Record Type	Alpha X(1)	182 - 182	1	'T'
7. Reserved	Alpha X(68)	183 - 250	68	Filler

EXHIBIT H HealthChoice, DOC and DRS Eligibility File Layout

HC Eligibility File Layout Export Overview

Business Overview

This export file will contain enrollment eligibility records for member and dependent enrolled in Health and Dental funds for HealthChoice plans. A daily incremental file will be sent to TPA for claims processing. A reconciliation full file will be sent quarterly

File layout:	Fixed length 650
Save as options:	Text File
# Of Files Generated:	1 File for each parameter
# of records per member:	Multiple
Data formatting:	Alphanumeric: Left justified and padded with trailing spaces Dates: YYYYMMDD format Numeric fields: Should be right justified and padded with leading spaces
General:	Fields without values must be left blank and space filled, should not contain zeroes

Export Sections and Sequence

Sort Order

Records must be sorted in ascending order by SSN, then by Person code and then by record type, and then by effective date (opt-out records are listed first).

Seq #	Record Type	Description/Selection Logic	Optional / Required
1	Header	Uniquely identifies the export	R
2	Detail	Person eligibility data	R
3	Trailer	Tracking and verification information for the Export	R

Export Parameters

Variables	Type	Description (include default value)	Format
File Name	Text	File name	
As of Date	Date	Time stamp when the export is run. Default to current date and time for incremental file	MM/DD/YYYY
File Type	Text	Values = I for 'Incremental', A for 'Active', and F for 'Full'	

Selection Criteria:

1. Each eligible member and dependent will have his or her own record. Fields with demographic information should be specific to the member or dependent i.e. the dependent record will contain the dependent name, address, date of birth and gender.

2. The Members/Dependents should be selected for following Fund/Plan combination in

Fund	Plan
Health	Healthchoice
Dental	Healthchoice

3. The member and their elected dependents for each file type must be selected as follows

- File Type: Active File

The file must include all ACTIVE members and their ELECTED dependents as of the date of the export. ACTIVE is defined as Members and ELECTED dependents whose Enrollment Termination date is > the export As of Date OR Blank. (The full file will contain future enrollment. For example, if member is enrolled 1/1/2006-12/31/2006 and 1/1/2007 – open. On the export file of 6/1/2006, both the records will be included)

- File Type: Full File

The file must include all members and their ELECTED dependents as of the date of the export. Full is defined as Members and ELECTED dependents who have termed coverage, current coverage, or future coverage.

- For type of file = Incremental

Eligibility is being tracked at a benefit level for each covered person. The benefit being tracked includes the coverage, the level of coverage, the tier code and the start and stop dates of the coverage. Any change, creation, or term of an TPA eligible benefit (HealthChoice Health/Dental) will be communicated on the effected individuals.

The incremental export will send current and future coverage, (if no current or future coverage exists, send the last coverage that was in effect) for an individual who has or did have HealthChoice coverage, if a change is made to any of the following:

Indicative changes or Custom field changes made to: SSN(*dependent only*), First Name, Last Name, Middle Name, Sex, Birth Date, Marital Status, Student, Disabled, Apply Pre-Existing, Dental Limitation Date, HICN, Alternate Insurance Indicator, Person Code, Alternate Id Code, Alternate Id Number, Converted Original Effective Date, Override Alternate Insurance Indicator, Pend Claim (*member only*), Request Pharmacy Card(*member only*), Alternate Effective Date(*member only*), Alternate Termination Date(*member only*), OK Health Initiative Plan Year(*member only*).

Address changes made to the Correspondence address of an individual, or if no correspondence address exists, an address change made to the residential address.

The incremental export will send eligibility changes to changed coverage only. I.e., it will not send a term record and new start record if the benefit didn't change. Additionally, if a health benefit terms, but a new one is starting with either a different coverage level or different tier code, we will only send the new record with the new tier

code or benefit level, since TPA would intuitively know that the old benefit is stopping if new is starting.

We will continue to send opt-out records if we had coverage that was entered in error and must be deleted.

- a) Inserts: Select all NEW member and NEW dependents that have been added since the last export date (time stamp). This would also include members who enroll in the above listed plan for the first time.

For example, a Member changes plan from Health PacifiCare to Health Healthchoice, this member should be identified as new member.

- b) Updates: Select all covered persons whose information has been updated. For each change identified, send only the covered persons that were affected by the change.

For example, if a member +spouse + child are covered under Healthchoice high as of 1/1/2006. Dependent name is changed/corrected on 3/31/2006. On the incremental file of 3/31/2006 the file will include only the dependent whose name changed.

4. Identify the record type

Record Type 2

If this is the first time the member/dependent has been communicated, then
Record type = 2.

Record Type 3

If the member/dependent has been communicated previously then Record type =
3

Record type 4.

For record type 4 only the following fields will be populated

- i. Carrier
- ii. Account
- iii. Group
- iv. Member ID
- v. From Account
- vi. From Group
- vii. From Member ID+ prior person code
- viii. Effective Date
- ix. Person Code

Record Type 4 is created for following events:

- i. *When a dependent becomes a primary member:*
The Carrier, Account, Group, Division, Member ID, Person code will contain the Dependents data and From group, from Account and From Member ID, person

code will contain primary member's data under whom this person was a dependent

ii. *Primary member becomes dependent:*

The Carrier, Account, Group, Division, Member ID, person code will contain the new member's data under whom this person has become dependent and From group, from Account and From Member ID, person code will contain primary member's data

iii. *When the SSN of member or dependent is changed:*

The Carrier, Account, Group, Member ID will contain the new Account, Group and Member ID information and From Account, From Group, From Member ID will indicate the old Account, Group and member ID from which they moved. Effective date should contain the effective date of change. All the other fields for the record type 4 should be blank.

iv. *Group to Group Transfer:*

The Carrier, Account, Group, Member ID will contain the new Account, Group and Member ID information and From Account, From Group, From Member ID will indicate the old Account, Group and member ID from which they moved. Effective date should contain the effective date of change. All the other fields for the record type 4 should be blank.

5. Deletes: When a Dependent is opted-out of benefit or a benefit or enrollment period is deleted for the Member, the records will be moved to enrollment history. These records should be identified as a change and sent over on the file. On these records the termination date should be populated with Effective date -1. That is, the termination date must be one day less than the effective date.

6. Calculate Tier Code

For each Member SSN, find out the relationship of the dependents covered under that member and accordingly populate following values based on the dependents covered for the given enrollment period:

M = Member Only
M1 = Member & Spouse
M2 = Member, Spouse & Child
M3 = Member, Spouse & Children (More than one child)
M4 = Member & Child
M5 = Member & Children (More than one child)
S = Spouse Only
S1 = Spouse & Child
S2 = Spouse & Children (more than one child)
C = Child Only
C1 = Children (More than one child)

For deletes, the tier code prior to the delete or opt-out should be populated on the record.

Record Layouts

Header

Start Position	Stop Position	Field Name	Length	Data Type	Required	Format	Value/Default	Description
1	1	Record type		A/N	Y		1	Indicates header file
2	10	Carrier		A/N	Y			Number assigned by TPA.
11	35	Address1		A/N	N			3545 NW 58 th Street
36	60	Address2		A/N	N			Suite 110
61	80	City		A/N				Oklahoma City
81	82	State		A/N	N			OK
83	92	Zip		A/N	N			73112
93	102	Phone		A/N	N			405-717-8888
103	110	Creation Date		N	Y	YYYYMMDD		Creation date of this file.
111	650	Filler						

Detail

Start Position	Stop Position	Field Name	Vitech Length	Data Type	Required	Format	Value/Default	Description
1	1	Record type	1	A/N	Y		2, 3, 4 or F for full file	Indicate if the record type is an Add record or a change record or a move record.
2	10	Carrier	9	A/N	Y			Number assigned by TPA.
11	20	Account	10	A/N	Y		40 = State, 42 = Education, 43 = Local Government	Indicates Group Association.
21	30	Group	10	A/N	Y			Member's employer code
31	39	Member_ SSN	9	A/N	Y			If SSN is less than 9 digits, left justify and pad leading zeroes
40	41	Person Code	2	A/N	Y			Unique identifier for this person record as he/she relates to the member. Member or Dependent Custom field

42	43	Relationship	2	A/N	Y			Relationship code of this person to the member. Ex: S-spouse, C-child
44	93	Last Name	50	A/N	N			The last name of this person record.
94	143	First Name	50	A/N	N			The first name of this person record.
144	144	Middle Initial	1	A/N	N			The middle initial of this person record.
145	145	Sex	1	A/N	Y			The sex of this person record.
146	153	Date of Birth	8	N	Y	YYYYMMDD		The birth date of this person record.
154	161	Effective Date	8	N	Y	YYYYMMDD		The Enrollment Start date for this person's coverage
162	169	Termination Date	8	N	Y	YYYYMMDD		The Enrollment Stop date for this person's coverage
170	229	Address1	60	A/N	N			Correspondence Address_Line1 of this person record, if it doesn't exist then use the Member Address_Line1.
230	259	Address2	30	A/N	N			Correspondence Address_Line2 of this person record, if it doesn't exist then use the Member Address_Line2.
260	309	City	50	A/N	N			City of this person record, if it doesn't exist then use the Member City
310	311	State	2	A/N	N			State of this person record, if it doesn't exist then use the Member State
312	321	Zip	10	A/N	N			Zip of this person record, if it doesn't exist then use the Member Zip. The first character should be a space. If zip code is less than 9 than pad trailing zeroes. If Country Not= 'US' then use Postal_code
322	331	Home Phone	10	A/N	N			Home Phone of this person record, if it doesn't exist then use the Member phone

332	332	Alt Ins Indicator	1	A/N	N			Identifies whether member has alternate insurance. "Y" or "N" or <blank>, used for coordination of benefits. Member or Dependent Custom field
333	342	Alt Ins Code	10	A/N	N			Name of alternate insurance responsible for payment of products dispensed. Member or dependent Custom Field
343	360	Alt Ins ID	18	A/N	N			This would be the member_id that this person has for the alternate insurance. Member or dependent Custom Field
361	369	Alt physician Id						Member Custom Primary Care Provider- Not used. Leave Blank
370	379	Status	10	A/N	N			Member or dependents rate status code. For example, Active, medicare, cobra etc.
380	389	Plan	10	A/N	N			Selected benefit level, elected by the member. Examples Healthchoice hi option, Healthchoice low option etc. (Enrollment_type_id)
390	397	Plan Eff Date	8	N	N			Not Used.
398	398	New card Flag	1	A/N	Y			Indicates whether new prescription card should be sent to this person, Member Custom field. This field should be reset to blank after the export file has been generated. (NOT USED)
399	400	Marital Status	2	A/N	Y			The marital status of this person record
401	410	Work Phone	10	A/N	N			The work phone of this person

411	418	Hire Date	8	N	N	YYYYMMDD		Not Used
419	427	Dependent Social	9	A/N	Y			For member record leave blank, For dependent record put dependents SSN. If dependent SSN is not available leave blank. DO NOT PUT MEMBER SSN
428	428	ID Handicap Code	1	A/N	N			If dependent is handicapped, just a Y or N or blank, Only applies to dependents. (Disabled Child Indicator)
429	429	Student Code	1	A/N	N			If dependent is a student, the value should YES else NO or Blank. Applies to dependents only. Blank for member
430	439	Tier code	10	A/N	Y			Indicates who is covered. For example member only, member and spouse, spouse and children etc. (Coverage Level) (Refer to note for populating tier code)
440	449	Division	10	A/N	Y			Member's employer-division code.(Billing_entity_code)
450	457	Alt Ins From Date	8	N	N			Should be populated with the alternate insurance effective date, if alternate insurance used. Can be equal to or different from the member's effective date. Member or dependent custom field
458	465	Alt Ins Thru Date	8	N	N			Should be populated with the alternate insurance termination date, if alternate insurance used. Can be equal to or different from the member's effective date. Member or dependent Custom field
466	466	Pend Claim	1	A/N	N		Y or N	Claims pending. Member custom field
467	467	Pre Ex	1	A/N	N		Y or N	Pr-existing –Member or dependent Custom Field

468	478	HICN	11	A/N	N			HCIN Number, SSN+ 1 or 2 special code to ID Medicare person. Member/Dependent Custom
479	488	From Group	10	A/N	N			Moved from group-
489	498	From Account	10	A/N	N			Moved from account
499	509	From Member_ID	11	A/N	N			SSN + Person code concatenated.
510	517	Original Eff Date	8	N	N	YYYYMMDD		Original health effective date with no lapse in coverage. Member custom field
518	525	Dental Penalty	8	N	N	YYYYMMDD		Late dental enrollee – Member Custom Field
526	533	Life Insurance Amt	8	N	N	999999.99		Elected Amount Of Life Insurance
534	548	Country	15	A/N	N			Country Code of the Address
549	551	Change_ Type	3	A/N	N			1 st Position-Eligibility 2 nd Position-Address 3 rd Position-Indicative
552	561	Member_ Code	10	N	N	Right-Justified		System Generated member_codes
562	563	OK Health Plan Yr	2	N	N	YY (Ex. 09, 10)		OK Health Initiative Coverage Plan Year
564	572	EBC Debit Card	9	A/N	N	XYYYYM MDD (Ex. A20100401)	A=Active I=Inactive Blank	EBC Debit Card Indicator and Start/Stop Date
573	650	Filler						For future Additions.

Trailer

Start Position	Stop Position	Field Name	Length	Vitech Length	Data Type	Required	Format	Value/ Default	Description
1	1	Record Type	1	1	A/N			9	Indicates trailer record
2	10	Carrier	9	9	A/N				Assigned by TPA
11	19	Total records	9	9	N				Do NOT include header and trailer = Adds+ Changes+ History+ Accums+Replace – Total count of records on the file
20	28	Total Adds	9	9	N				Total Number of Add Records. Total count of record type 2

29	37	Total Changes	9	9N				Total Number of Change Records. Total count of record type 3
38	46	Total Move History	9	9N				Number of Records performing a History Move. Total Count of record type 4
47	650	Filler						

Contact Information

Name	Phone	E-Mail

Open Issues

#	Author	Date Opened	Issue	Resolution	Date Closed

Assumptions

#	Author	Assumptions

Sign-off

Reviewed by: _____

Date: _____

Approved by: _____

Date: _____

DOC ELIGIBILITY FILE LAYOUT

Eligibility Conversion Record

DOC-PZ-ID : Eligibility Conversion product id.
Value will be provided.

DOC-CI-ID : Eligibility Conversion client id.

DOC-REC-ID : Eligibility Conversion record id.
'ME' - for member record.
'PA' - for patient record.

DOC-ID : Eligibility Conversion member id.

DOC-REL : Eligibility Conversion relationship.
'M' - Member.

'H' - Husband (spouse).
'W' - Wife (spouse).
'S' - Son.
'D' - Daughter.
'O' - Other.

DOC-SORT-DATE-X : Eligibility Conversion input date (CCYYMMDD format).

DOC-FUNC-CODE : Eligibility Conversion function code.

'A' - ADD.
Adds records for non-existing keys.

'C' - CHANGE.
Changes records for existing keys.
If eligibility event(s) inputted, it will cause all occurrences in the existing record to be overlaid by inputted eligibility event(s).

'R' - REPLACE.

Adds records for non-existing keys or changes records for existing keys. When used as a 'CHANGE' it will have the same effect on eligibility events as function='C'.

'S' - GF-UPD-REP.
This function is a combination of 'UPDATE' and 'REPLACE'. It will create records if they do not exist and modify them if they do exist.

'T' - GF-UPDATE.
Changes records for existing keys. If eligibility event(s) inputted, they will be inserted in sequence based on eligibility dates. If all occurrences of the existing record are filled or become filled as the result of inputted events, the event with the lowest eligibility date will be bumped and the new event will then be inserted.

'U' - UPDATE.
Changes records for existing keys. If eligibility event(s) inputted, they will be inserted in sequence based on eligibility dates. If all occurrences of the existing record are filled or become filled as the result of inputted events, the event with the lowest eligibility date will be bumped and the new event will then be inserted.

'W' - UPD-REP.

This function is a combination of 'UPDATE' and 'REPLACE'. It will create records if they do not exist and modify them if they do exist.

DOC-OPTIONS : Eligibility Conversion options.

DOC-OPT1 : Eligibility event options.

'E' - Replace exact event.

'R' - Replace like event.

'P' - Replace P event.

'T' - Replace exact P event.

Where:

'LIKE' Event looks for a match on event code and pointer.

'EXACT' Event looks for a match on event code, pointer, plan and coverage code.

DOC-OPT2 : Report option.
'S' will suppress the 5ME or 5PA report.

DOC-OPT5 : Generic id option.
'A' - Alternate.
'G' - Generate.

DOC-SEX : Eligibility Conversion sex.
'M' - Male.
'F' - Female.

DOC-BIRTH-DT-CYMD-X : Eligibility Conversion birth date.
In CCYYMMDD format.

DOC-NAME : Eligibility Conversion name.
Up to 30 characters.

DOC-ELIG-G : Occurs 20 times for ME (only 12 used for PA).
Contains the following four fields.

DOC-ELIG-TYPE : Eligibility Conversion eligibility type.
Explains the event associated with eligibility data.

DOC-ELIG-PLAN : Eligibility Conversion eligibility plan.

DOC-ELIG-COV : Eligibility Conversion eligibility coverage.
Eligibility coverage code for the eligibility type.

DOC-ELIG-DT-CYMD-X : Eligibility Conversion eligibility date.
Date associated with eligibility type.
In CCYYMMDD format.

DOC-ADDR1 : Eligibility Conversion address 1.
First line of address (up to 30 characters).

DOC-ADDR2	: Eligibility Conversion address 2. Second line of address (up to 30 characters). (Optional).
DOC-ADDR3	: Eligibility Conversion address 3 Third line of address (up to 30 characters). (Optional).
DOC-CITY	: Eligibility Conversion city (up to 19 characters).
DOC-STATE	: Eligibility Conversion state. 2 character state code (must be valid).
DOC-ZIP15	: Eligibility Conversion zip code, bytes 1-5.
DOC-ZIP69	: Eligibility Conversion zip code, bytes 6-9.
DOC-ZIP1011	: Eligibility Conversion zip code, bytes 10-11.
DOC-ME-TYPE-G	: Eligibility Conversion member type group. Occurs 3 times.
DOC-ME-TYPE	: Eligibility Conversion type. Type from member record or override during claim processing.
DOC-ME-TYPE-DT-CYMD-X	: Eligibility Conversion type date. In CCYYMMDD format.
DOC-ME-LOC-G	: Eligibility Conversion member location group. Occurs 3 times.
DOC-ME-LOC	: Eligibility Conversion member location. Work location code.
DOC-ME-LOC-DT-CYMD-X	: Eligibility Conversion member location date. In CCYYMMDD format.

Eligibility Conversion Required Fields

The following information indicates which fields are required, not required, or optional when adding or updating the member or patient information.

If the data is supplied, it must be supplied in the proper format. Failure to supply data in proper format and contents will cause that record to be bypassed and produced as an error on the error report.

Abbreviations are as follows:

- 'R' - Required field
- 'N' - Optional field, not edited if entered
- 'E' - Optional field, edited if entered

FIELD NAME	MEMBER ADD UPDATE	PATIENT ADD UPDATE
DOC-PZ-ID	R R	R R
DOC-CI-ID	R R	R R
DOC-REC-ID	R R	R R
DOC-GROUP	R R	R R
DOC-ID	R R	R R
DOC-REL	R R (Must = M)	R R
DOC-ID-NAME	R R (Must = Space)	R R (Must = Space if DOC-REL = M)
DOC-FUNC-CODE	R R	R R
DOC-SORT-DATE	N N	N N
DOC-SEX	R E	R E
DOC-BIRTH-DT	R E	R E
DOC-SSN	N N	N N
DOC-ELIG-G	N N	N N
DOC-ELIG-TYPE	E E	E E
DOC-ELIG-PLAN`	N N	N N
DOC-ELIG-COV	N N	N N
DOC-ELIG-DT	E E	E E
DOC-NAME	R N	R N
DOC-ADDR1	N N	N N
DOC-ADDR2	N N	N N
DOC-ADDR3	N N	N N
DOC-CITY	N N	N N
DOC-STATE	E E	E E
DOC-ZIP15	E E	E E
DOC-ZIP69	E E	E E
DOC-FB-ID	N N	N N
DOC-EMP-ID	N N	N N
DOC-ME-TYPE	N N	N N
DOC-ME-TYPE-DT	E E (Required if DOC-ME-TYPE is used)	E E (Required if DOC-ME-TYPE is used)
DOC-ME-LOC	N N	N N
DOC-ME-LOC-DT	E E (Required if DOC-ME-LOC used)	E E (Required if DOC-ME-LOC used)
DOC-ME-DEPT	N N	N N
DOC-ME-DEPT-DT	E E (Required if DOC-ME-DEPT is used)	E E (Required if DOC-ME-DEPT is used)

FIELD NAME	MEMBER ADD UPDATE		PATIENT ADD UPDATE	
DOC-ME-GF-GROUP	N	N	N	N
DOC-ME-GF-DIV	N	N	N	N
DOC-PHONE	N	N	N	N
DOC-ME-ORIGINAL-DT	E	E	E	E
DOC-ME-WARNING-DT	E	E	E	E
DOC-TYPE	N	N	N	N
DOC-GEN-ID	N	N	N	N
DOC-US-FIELD	N	N	N	N
DOC-MEMO	N	N	N	N
DOC-OPTIONS	N	N	N	N
DOC-OPT1	E	E	E	E
DOC-OPT2	E	E	E	E
DOC-OPT3	E	E	E	E
DOC-OPT4	E	E	E	E
DOC-OPT5/12	N	N	N	N
DOC-MISC-AMT-TYPE	N	N	N	N
DOC-MISC-AMT-EFF-DT	E	E	E	E
DOC-MISC-AMT	N	N	N	N
DOC-PA-COB-CODE	N	N	N	N
DOC-PA-COB-CARRIER-ID	N	N	N	N
DOC-PA-COB-GRP-POL	N	N	N	N
DOC-PA-COB-EFF-DT	E	E	E	E
DOC-PA-COB-TERM-DT	E	E	E	E
DOC-PA-COB-LAST-INV-DT	E	E	E	E
DOC-DELETE-GF-DT	E	E	E	E
DOC-ME-PA-OPTION-G	E	E	E	E
DOC-ME-OCC-CODE	N	N	N	N
DOC-ME-GF-ME-ID	N	N	N	N
DOC-PA-TYPE	N	N	N	N
DOC-PA-ORIGINAL-DT	E	E	E	E
DOC-PA-WARNING-DT	E	E	E	E

001340					1590
001350				Start End	Length
001240	15	DOC-PZ-ID		0000000 #NAME? #NAME?	2
		PIC X(02).			
001250	15	DOC-CI-ID		0000002 #NAME? #NAME?	2
		PIC X(02).			
001260	15	DOC-REC-ID		0000004 #NAME? #NAME?	2
		PIC X(02).			
001310	20	Filler		0000006 #NAME? #NAME?	8
		PIC X(08).			
001320	20	DOC-ID	PIC	000000E #NAME? #NAME?	9
		X(09).			
001330	20	DOC-REL	PIC	0000017 #NAME? #NAME?	1
		X(01).			
001360	20	Filler	PIC	0000018 #NAME? #NAME?	6
		X(06).			
001370	15	Filler	PIC	000001E #NAME? #NAME?	10
		X(10).			
001390	10	DOC-SORT-DT-CYMD-X.		0000028 #NAME? #NAME?	8
001400	15	DOC-SORT-CC		0000028 #NAME? #NAME?	2
		PIC X(02).			
001410	15	DOC-SORT-DT-YMD-X.		000002A #NAME? #NAME?	6
001420	20	DOC-SORT-YY	PIC	000002A #NAME? #NAME?	2
		X(02).			
001430	20	DOC-SORT-MM	PIC	000002C #NAME? #NAME?	2
		X(02).			
001440	20	DOC-SORT-DD	PIC	000002E #NAME? #NAME?	2
		X(02).			
001510	10	DOC-FUNC-		0000030 #NAME? #NAME?	1
		CODE	PIC X(01).		
001630	15	DOC-OPT1		0000031 #NAME? #NAME?	1
		PIC X(01).			
001710	15	DOC-OPT2		0000032 #NAME? #NAME?	1
		PIC X(01).			
001750	15	Filler		0000033 #NAME? #NAME?	2
		PIC X(02).			
001850	15	DOC-OPT5		0000035 #NAME? #NAME?	1
		PIC X(01).			
001900	15	Filler		0000036 #NAME? #NAME?	38
		PIC X(01).			
002170	10	DOC-		000005C #NAME? #NAME?	1
		SEX	PIC		
		X(01).			
002230	15	DOC-B-CC		000005D #NAME? #NAME?	2
		PIC X(02).			
002240	15	DOC-BIRTH-DT-YMD-X.		000005F #NAME? #NAME?	6
002250	20	DOC-B-YY	PIC	000005F #NAME? #NAME?	2
		X(02).			
002260	20	DOC-B-MM	PIC	0000061 #NAME? #NAME?	2
		X(02).			

002270	20	DOC-B-DD	PIC	0000063 #NAME? #NAME?	2
		X(02).			
002340	10	Filler	PIC	0000065 #NAME? #NAME?	9
		X(09).			
002350	10	DOC-		000006E #NAME? #NAME?	30
		NAME	PIC		
		X(30).			
002360	10			000008C #NAME? #NAME? 160	
		Filler			
		PIC X(160).			
002820	10	DOC-ELIG	occurs 20	000012C #NAME? #NAME?	1
		times. Pic 301 360 a			
002820	25	DOC-ELIG-EVENT-CODE	PIC	000012C #NAME? #NAME?	1
		X(01).			
002850	25	DOC-ELIG-PLAN-PTR	PIC	000012D #NAME? #NAME?	1
		X(01).			
002860	20	DOC-ELIG-PLAN	PIC	000012E #NAME? #NAME?	6
		X(06).			
002870	20	DOC-ELIG-COV	PIC	0000134 #NAME? #NAME?	2
		X(02).			
002890	25	DOC-ELIG-CC	PIC X(02).	0000136 #NAME? #NAME?	2
002910	30	DOC-ELIG-YY	PIC X(02).	0000138 #NAME? #NAME?	2
002920	30	DOC-ELIG-MM	PIC X(02).	000013A #NAME? #NAME?	2
002930	30	DOC-ELIG-DD	PIC X(02).	000013C #NAME? #NAME?	2
003000	05			0000294 #NAME? #NAME? 40	
		Filler			
		PIC X(40).			
003070	05	DOC-ME-ONLY-FIELDS.		00002BC #NAME? #NAME?	478
003080	10	DOC-ADDRESS.		00002BC #NAME? #NAME?	122
003090	15	DOC-ADDR1		00002BC #NAME? #NAME?	30
		PIC X(30).			
003100	15	DOC-ADDR2		00002DA #NAME? #NAME?	30
		PIC X(30).			
003110	15	Filler		00002F8 #NAME? #NAME?	30
		PIC X(30).			
003130	20	DOC-CITY	PIC	0000316 #NAME? #NAME?	19
		X(19).			
003140	20	DOC-STATE	PIC	0000329 #NAME? #NAME?	2
		X(02).			
003150	20	DOC-ZIP.		000032B #NAME? #NAME?	11
003160	25	DOC-ZIP15	PIC X(05).	000032B #NAME? #NAME?	5
003170	25	DOC-ZIP69	PIC X(04).	0000330 #NAME? #NAME?	4
003180	25	DOC-ZIP1011	PIC X(02).	0000334 #NAME? #NAME?	2
003190	10	FILLER		0000336 #NAME? #NAME?	3
		PIC X(03).			
003200	10	Filler		0000339 #NAME? #NAME?	9
		PIC X(09).			
003210	10	Filler		0000342 #NAME? #NAME?	10
		PIC X(10).			
003230	10	DOC-ME-TYPE-G		000034C #NAME? #NAME?	12
		OCCURS 3 TIMES.			

003240	15	DOC-ME-TYPE		000034C #NAME? #NAME?	4
		PIC X(04).			
003260	20	DOC-ME-TYPE-CC	PIC	0000350 #NAME? #NAME?	2
		X(02).			
003280	25	DOC-ME-TYPE-YY	PIC X(02).	0000352 #NAME? #NAME?	2
003290	25	DOC-ME-TYPE-MM	PIC X(02).	0000354 #NAME? #NAME?	2
003300	25	DOC-ME-TYPE-DD	PIC X(02).	0000356 #NAME? #NAME?	2
003370	10	DOC-ME-LOC-		0000370 #NAME? #NAME?	16
		G	OCCURS 3		
		TIMES.			
003380	15	DOC-ME-LOC		0000370 #NAME? #NAME?	8
		PIC X(08).			
003400	15	DOC-ME-LOC-DATE		0000378 #NAME? #NAME? 8	
		PIC X(08).			
003420	20	Filler		000037A 897 1590 694	
		PIC X(700).			

DRS Eligibility File Layout

Source	Source_Field	Source Type	Source Length	Source_Description	Destination Field Name		Destination Type	Dest Length	Start Position	End Position
buParticipant	SSN	char	11	SSN (No dashes) of participant associated with Case	Member_SSN	Required	Text	9	1	9
Literal	"M"			Literal "M"	Relation_Code	Not used	Text	1	10	10
buParticipant	First_Name	varchar	20	Send First 15 characters of First_Name	First_Name	Required	Text	15	11	25
buParticipant	Middle_Initial	char	1		Middle_Initial		Text	1	26	26
buParticipant	Last_Name	varchar	30	Send first 15 characters of Last_Name	Last_Name	Required	Text	15	27	41
buParticipant	Honorific	varchar	6	Send first 5 characters of Honorific	Title		Text	5	42	46
buParticipant	Address_Line_1	varchar	32	Send first 30 characters of Address_Line_1	Address_Line_1	Required	Text	30	47	76
buParticipant	Address_Line_2	varchar	32	Send first 30 characters of Address_Line_2	Address_Line_2		Text	30	77	106
buParticipant	City_Name	varchar	30	Send first 19 characters of City_Name	City_Name	Required	Text	19	107	125
buParticipant	State_Abbrev	char	2		State	Required	Text	2	126	127
buParticipant	Zip_Code Zip_Code_Ext	char char	5 4	Concatenate Zip_Code + Zip_Code_Ext	Zip_Code	Zip Required, right zero fill if no Zip_Code_Ext	Num	9	128	136
buParticipant	Phone_Number	char	14	Send Area Code from Phone_Number	Area Code		Text	3	137	139
buParticipant	Phone_Number	char	14	Send Exchange Number from Phone_Number	Exchange		Text	3	140	142
buParticipant	Phone_Number	char	14	Send last four digits of the phone number	Phone_Number		Text	4	143	146
buParticipant	Gender	varchar	50	Map Gender to luGender.Gender_Discription and send Gender_State_Code	Gender	Required, 'M' or 'F'	Text	1	147	147
buParticipant	Birth_Date	datetime		Send Birth_Date Month (MM)	Birth_Month	Required	Num	2	148	149
buParticipant	Birth_Date	datetime		Send Birth_Date Day (DD)	Birth_Day	Required	Num	2	150	151

buParticipant	Birth_Date	datetime		Send Birth_Date Year (YY)	Birth_Year	Required	Num	2	152	153
buParticipant	Birth_Date	datetime		Send Birth_Date Century (CC) i.e. "19" or "20"	Birth_Century	Required	Num	2	154	155
N/A				Blank Fill	Dependent_SSN		Text	9	156	164
Literal	"C1" or "O"			IF Eligibility Record, set this field = "C1" IF Termination Record, set this field = "O" + blank	Event_Plan	Required	Text	2	165	166
Literal	"DRS001"			Literal "DRS001"	Plan_Code		Text	6	167	172
Literal	"10"			Literal "10"	Coverage_Code		Text	2	173	174
buAuth_Header	Auth_Begin_Date			Format (MMDDYY)	Effective_Date	If an eligibility record, then eligibility period begin date. If a termination record, then system date as termination date.	Num	6	175	180
N/A				Blank Fill	Fill01A		Text	10	181	190
N/A				Zero Fill	Fill02A		Num	6	191	196
N/A				Blank Fill	Fill03A		Text	10	197	206
N/A				Zero Fill	Fill04A		Num	6	207	212
N/A				Format (MMDDYY)	Termination_Date	If a eligibilty record, then zero fill or eligibility period end date. If a termination record, then system date as termination date.	Num	6	213	218
N/A				Blank Fill	Fill05A		Text	13	219	231
Literal	"P3"			Literal "P3"	Site		Text	2	232	233
N/A				Blank Fill	Fill06A		Text	67	234	300

EXHIBIT I Provider File Layout

**Oklahoma State & Education Employees Group Insurance Board
Information Technology Department**

Network Provider Export File Layout

For

Business Associates



**Prepared by:
OSEEGIB Information Technology
March 2, 2011**

Purpose

The purpose of the data exchange with a third party administrator (“TPA”) is to provide data based on current changes to networked providers that service HealthChoice members. This information allows for nightly updating of provider records so consistency is maintained between the TPA and OSEEGIB. This interaction helps support the fee schedule for provider payments.

Data Origin

Oklahoma State and Education Employees Group Insurance Board (OSEEGIB) provides an incremental nightly file to our TPA. This file encompasses all the daily changes to provider records that need to be updated in the TPA’s system. Current data is retrieved from an Oracle Database.

Selection Criteria:

The file must include all adds/changes/terminations made to the provider record since the last export was transmitted unless predefined termination codes are applied. Currently we do not send terminations records for the following codes:

1. CL - Closed branch
2. DR - Duplicate Record
3. NA - Never Activated
4. P - Pending
5. SO - SIB Only – Svc Location Term

Standard Provider Feed

Fixed Width Layout

The current export contains one record per line per provider with a fixed width of 1801 characters. Each record is composed of 71 fixed width columns which include filler columns.

File naming convention

Production naming convention: SibProvider#yyyymmddhhmm#.txt.pgp where #yyyymmddhhmm# represents the current date/time of the export being produced. All incremental nightly exports will follow this naming convention. If a full file provided, then the format changes to SibProviderFull#yyyymmdd# where #yyyymmdd# represent the current date of the export.

OSEEGIB prefers that all files be PGP encrypted and delivered to HP via SFTP. If the file is encrypted, the file extension will be .pgp, otherwise it should be transferred as a simple fixed width file with a .txt extension.

Sample File Name with encryption:

SibProvider201103010845.txt.pgp

Platform Specific Considerations

MetaVance requires a carriage return/line feed at the end of each record in the file. Please note that clients transferring from a non-Windows platform (specifically Unix/Linux) may need to institute scripting for automated file transfers to insert line feeds. (UNIX2DOS conversion utility)

Quality Assurance

Quality Assurance with regard to provider data is a two step process. Initial testing will verify the layout and basic data format rules as described below. Once initial testing is complete and the data is loaded, all interfacing systems will be tested. Please note that this process may take up to three weeks or more based on the availability and quality of test data.

Provider Feed Layout

Header Record

No header record is sent

Detail Record

FIELD NAME	Value	DESCRIPTION	FIELD #	LEN
Customer ID	"OKLA"	"OKLA" is required	1	4
Network ID	OK or P3 or P4	Network association -> OK = HealthChoice; P3 = DRS; P4 = DOC	5	2
TINSSN	SSN or Tax ID #	If no TAX ID # use SSN. Must be 9 digits	7	14
Filler	Blank Space	Used for readability	21	3
Unique Identifier	PID + BID	SIB Provider ID concatenated with billing address ID	24	20
Sort Date	Date	Last updated date for record. Format is CCYYMMDD	44	8
Sort Time	Time	Last updated time for record. Format =HHMMSS	52	6
FHH Indicator	"R"	"R" is required ***OBSOLETE – was used for FHH clearinghouse***	58	1
Filler	Blank Space	Used for readability	59	21
SSN	Provider SSN	Provider SSN. If no SSN use Tax ID	80	9
Filler	Blank Space	Blank Space	89	5
TIN	Provider Tax ID #	Provider Tax ID number. If no Tax Id use SSN	94	9
Filler	Blank Space	Used for readability	103	5
Provider Full Name	Provider name	First name, Middle Initial, Last name, Suffix, Degree	108	65
Provider Billing Address1	Address Line 1	Billing Address1	173	35
Provider Billing Address2	Address Line 2	A second billing address line can be submitted.	208	35
Provider Billing City	City	Billing City	243	19
Provider Billing State	State	Billing State	262	2
Provider Billing Zip	Zip code	1-5 numeric required, 6-9optional(numeric)	264	16

FIELD NAME	Value	DESCRIPTION	FIELD #	LEN
Provider Billing Phone	Phone number	Provider phone number	280	10
Filler	Blank Space	Used for readability	290	5
Provider Type	"P" or "I"	"P"=Individual Practitioner; "I"=Group or Facility	295	1
Filler	Blank Space	Used for readability	296	92
Provider ID	SIB Provider ID	The unique id given to provider by SIB	388	10
Filler	Blank Space	Used for readability	398	86
Provider NPI	NPI	Provider NPI	484	10
Filler	Blank Space	Used for readability	494	2
FHH Flag	"Y"	"Y" is required ***OBSOLETE – was used for FHH clearinghouse***	496	1
Filler	Blank Space	Used for readability	497	6
Effective Date	Date	Contract Effective Date	502	8
Term Date	Date	Contract Term Date	510	8
Contract Name	"HC" or "DRS" or "DOC"	Network Association → HC = HealthChoice; DRS = Dept. of Rehab; DOC = Dept. of Corrections	518	3
Filler	Blank Space	Used for readability	521	54
Bank Name	Bank Name	Name of bank	575	30
Routing Number	Routing #	Bank Routing Number	605	9
Account Number	Account #	Bank Account Number	614	17
Account Type	"C" or "S"	Determines account type. "C" = Checking; "S" = Savings	631	1
FHH EFT Flag	"Y" or "N"	Does the provider allow EFT	632	1
Filler	Blank Space	Used for readability	633	167
AP Load	Alternate Group	Specialty code to determine fee schedule for OU providers. Either "YY" or "NY"	800	174
Filler	Blank Space	Used for readability	974	84
Specialty 1	Specialty 1	Provider Specialty #1	1058	50
Specialty 2	Specialty 2	Provider Specialty #2	1108	50
Specialty 3	Specialty 3	Provider Specialty #3	1158	50
Specialty 4	Specialty 4	Provider Specialty #4	1208	50
Filler	Blank Space	Used for readability	1258	51
Urban Or Rural Flag	"U" or "R"	CMS indicator for urban or rural fee schedule. "R" = Rural; "U" = Urban	1309	3
Filler	Blank Space	Used for readability	1312	86
Termination Code	Term Code	Contract Term Code	1398	2
Allow Combined Checking Flag	"Y" or "N"	Does the provider want combined checking	1400	1
Filler	Blank Space	Used for readability	1401	2

<u>FIELD NAME</u>	<u>Value</u>	<u>DESCRIPTION</u>	<u>FIELD #</u>	<u>LEN</u>
Mailing ID	Mailing ID#	SIB generated ID number for mailing address	1403	10
Mailing Address1	Address 1	Address line 1 (Mailing)	1413	35
Mailing Address2	Address 2	Address line 2 (Mailing)	1448	35
Mailing City	City	City (Mailing)	1483	19
Mailing State	State	State (Mailing)	1502	2
Mailing ZIP	Zip code	ZIP (Mailing)	1504	16
Filler	Blank Space	Used for readability	1520	2
Physical ID	Numeric	SIB generated ID number for physical address	1522	10
Filler	Blank Space	Used for readability	1532	2
Physical Address1	Address 1	Address line 1 (Physical)	1534	35
Physical Address2	Address 2	Address line 2 (Physical)	1569	35
Physical City	City	City (Physical)	1604	19
Physical State	State	State (Physical)	1623	2
Physical ZIP	Zip code	ZIP (Physical)	1625	16
Location ID	Numeric	SIB location ID (PLN#)	1643	10
DBA Name	DBA	Doing Business As name for a given facility; if applicable	1653	65
Filler	Blank Space	Used for readability	1718	2
Facility Name	Facility Name	Business Name (ex: Deaconess Hospital)	1720	65
Filler	Blank Space	Used for readability	1785	2
DRS Unique Key	TIN + DRS Key ID	Tax ID # + the Unique DRS key value	1787	14

Footer Record

No footer record is sent

EXHIBIT J Debit Card File Format

Exhibit J Debit Card File Format



HealthCare Transaction File Layout

Version: 1.4

Last Updated Date: 3/29/2011 1:45:00 PM

Description: EB Standard File layout for HealthCare transaction data

Format: ASCII; Carriage return and line feed terminations

Record Length: 250 bytes

HEADER

Minimum Occurrences = 1; Maximum Occurrences = 1

Field Name	Start Pos	End Pos	Required	Format	Description
Record Type	1	1	Yes	X(1)	Always equal to "H"
File Date	2	9	Yes	9(8) CCYYMMDD	File Transmission Date
File Time	10	15	Yes	9(6) HHMMSS	Time File created (military clock)
TPA ID	16	21	Yes	X(6)	EB TPA ID - Provided by Evolution Benefits
Filler	22	250	No	X(229)	Space Filler

DETAIL

Minimum Occurrences = 0; Maximum Occurrences = Many

Field Name	Start Pos	End Pos	Required	Format	Description
Record Type	1	1	Yes	X(1)	Always equal to "D"
Participant ID	2	31	Yes	X(30)	Contract Holder Member ID (left justify)
Client ID	32	56	Yes	X(25)	EB Client Identifier – Provided by Evolution Benefits (left justify)
Carrier Claim Number	57	81	Yes	X(25)	The Carrier Claim Number of the original transaction (left justify)
Patient Responsibility CoPay Amount	82	91	Yes	9(10)	Original Transaction Patient copay Responsibility Amount or (*Adjustment Amount that will be added to the original amount) (right justify, zero filled, two implied decimals)
Transaction Code	92	94	Yes	X(3)	"MED", "DEN", "PHA", "VIS"
Process Date	95	102	Yes	9(8) CCYYMMDD	Payment Adjudication date
Carrier ID	103	112	Yes	9(10)	EB Carrier ID - Provided by Evolution Benefits (right justify)
*Adjustment Flag	113	113	No	X(1)	'Y' – Adjustment to a previous transaction 'N' – Original transaction
Patient Responsibility Deductible Amount	114	123	No	9(10)	Original Transaction Patient Deductible Responsibility Amount or (*Adjustment Amount that will be added to the original amount) (right justify, zero filled, two implied decimals)

Patient Responsibility Coinsurance Amount	124	133	No	9(10)	Original Transaction Patient Coinsurance Responsibility Amount or (*Adjustment Amount that will be added to the original amount) (right justify, zero filled, two implied decimals)
Date of Service	134	141	No	9(8) CCYYMMDD	The Date service was provided
Filler	142	250	No	X(107)	Space filler

TRAILER

Minimum Occurrences = 1; Maximum Occurrences = 1

Field Name	Start Pos	End Pos	Required	Format	Description
Record Type	1	1	Yes	X(1)	Always equal to "T"
Total Record	2	21	Yes	9(20)	Total number of service lines on file (right justify, zero filled)
Filler	22	250	No	X(229)	Space Filler

NOTES

***Adjustments**

The adjustment flag indicates the type of transaction per a record. If there is to be an adjustment, two records are expected which are identical, with the exception of the Patient Responsibility Amounts and the Adjustment Flag. All original (non-adjustment) records will have the value of 'N' for the Adjustment Flag; Adjustments will have the value of 'Y'. If no value is found in the Adjustment flag field the implied default value is 'N'.

If the adjustment flag value = 'Y' then the Patient Responsibility Amounts within that record will be added to the Patient Responsibility Amounts associated to the original Carrier Claim Number. If the adjustment is to reduce the original transactions Patient Responsibility Amounts, a negative(-) amount should be sent in the adjustment records Patient Responsibility Amount fields. If the adjustment is to increase the original transaction Patient Responsibility Amounts, a positive amount should be sent in the adjustment records Patient Responsibility Amount fields. The carrier claim number field is used to associate an adjustment record to an original transaction record.

EXHIBIT K Current Disaster Recovery Agreement

Memorandum of Agreement

Disaster Recovery Agreement

State and Education Employees Group Insurance Board
Memorandum of Agreement
with HP Administrative Services, LLC and the
State of Oklahoma Department of Central Services
Purchase Order 5169002041

DISASTER RECOVERY AGREEMENT

The State of Oklahoma, ex rel. State and Education Employees Group Insurance Board (Insurance Board), an Oklahoma governmental agency, and HP Administrative Services, LLC (HP) enter into this “Memorandum of Agreement” dated December 17, 2010 and Oklahoma Department of Central Services Purchasing Division Purchase Order 5169002041.

HP intends to provide disaster recovery assistance in the event Insurance Board critical business operations are incapable of continuing at the Insurance Board premises, 3545 NW 58th, Oklahoma City, Oklahoma 73112. HP agrees that Insurance Board may store certain equipment at the HP business premises, 2401 Northwest 23rd Street, Oklahoma City, Oklahoma 73107 (the “Shepherd Mall location”). In addition, in the event of a disaster, Insurance Board personnel may conduct limited Insurance Board emergency business operations at the HP business location.

For and in consideration of the mutual promises and covenants by and between Insurance Board and HP, and other good and valuable consideration, the receipt of which is acknowledged by each party, HP and Insurance Board agree that in the event the Insurance Board experiences a disaster that interrupts Insurance Board critical operations:

1. HP agrees to provide an area of working space at its business premises located within Shepherd Mall, Oklahoma City, Oklahoma, that accommodates Insurance Board temporary emergency business operations. HP will reasonably provide the Insurance Board with the working space, utilities, lease privileges (subject to HP’s lease terms) and secure access to its Shepherd Mall location for no additional compensation for up to 50 people.
2. HP agrees that Insurance Board may store certain Insurance Board property identified on Exhibit A at the Shepherd Mall location for use in the event disaster relocation is necessary for continuation of Insurance Board emergency business operations. The listing of equipment may be updated in writing in the event any equipment is added or removed from the Shepherd Mall location to reflect changes to Insurance Board operations.
3. HP agrees to provide up to 50 soft phone licenses within one hour of notification by OSEEGIB of a declared disaster and notice from Insurance Board of the need for relocation. These disaster recovery licenses will be obtained from Avaya at no additional cost to either party.

4. HP agrees to use ordinary care to preserve and store Insurance Board equipment located on its premises, however, risk of loss for Insurance Board equipment is assumed solely by Insurance Board.
5. HP agrees that, subject to the terms and conditions of HP's lease. Its leased premises may be modified by Insurance Board contractors and Insurance Board personnel as follows:

Insurance Board, through its contractor, Telco Supply, may install fiber optic cabling to HP premises for data or network connectivity, at their sole expense. Insurance Board also agrees and acknowledges that it shall be responsible for expenses related to the removal of the installed fiber optic cable upon their departure from the Shepherd Mall location should it be required under HP's lease.

6. Insurance Board agrees that HP assumes no liability for injury to employees of the Insurance Board or Oklahoma Office of State Finance contractor, Telco, while performing installation work on its premises, or injury to Insurance Board employees while performing work duties on HP's premises in the event of a "Disaster." Insurance Board agrees to provide to HP and its landlord, insurance certificates for Insurance Board and for any contractors of Insurance Board performing work at the HP Premises, as reasonably requested by HP or its landlord, or as otherwise required pursuant to HP's lease
7. Insurance Board agrees that HP is not liable nor responsible for (1) errors, defects or failures in Insurance Board equipment or installation procedures; (2) Insurance Board employee performance; or (3) implementation or satisfactory performance of Insurance Board operations according to the Insurance Board "Disaster Recovery Plan" in the Shepherd Mall location. Insurance Board agrees to utilize Shepherd Mall location for disaster recovery purposes only and no longer than necessary.
8. HP will provide the Insurance Board with limited access to HP's network infrastructure to accommodate Insurance Board IT systems. HP makes no representations or warranties with regard to the compatibility of the Insurance Board system with the HP network. Any requirements for equipment or services needed by Insurance Board for access shall be the responsibility of Insurance Board and require the prior approval of HP. HP in its sole discretion may revoke or terminate Insurance Boards access to HP's network in the event, in HP's sole discretion, it causes disruption or damage to HP's network infrastructure. Insurance Board shall be liable for any disruption or damage caused due to such occupancy and access and be subject to the terms and conditions of HP's lease.
9. Insurance Board anticipates the following emergency business operations on HP's premises in the event of a disaster:
 - Data transmission of approximately 1 MB, not to exceed 10 MB for each file.
 - Use of one HP training rooms and additional space for up to 50 staff members

- Security badges for 24-hour facility access with HP personnel in attendance.
10. HP agrees that Insurance Board employees may enter HP's premises, at agreed upon times and dates, to prepare the designated areas for emergency operations. Insurance Board agrees that it will be responsible for any testing and maintenance of its equipment located in the Shepherd Mall location, no less than two times a year. Insurance Board will coordinate with HP, at HP's convenience, any Disaster Recovery testing that Insurance Board wishes to conduct.
 11. Insurance Board acknowledges and agrees that the rights granted by HP to store, alter and use the Shepherd Mall location for disaster recovery purposes are only applicable to the extent that HP has a lease and has the ability to comply with the State's request under such lease, to use the premises and also to the extent that such disaster has not impacted the Shepherd Mall location. If the Shepherd Mall location is unusable or is otherwise restricted from use, HP shall have no further obligation to Insurance Board related to this agreement.

Signed by the Insurance Board, HP and approved by the Oklahoma Department of Central Services, Central Purchasing Director.

HP Administrative Services, LLC

**Oklahoma State and Education Employees
Group Insurance Board:**

Scott Mack, General Manager,
Midwest Region

Frank Wilson, Administrator

Date

Date

EXHIBIT A

Disaster Recovery Workstations (without monitors) as listed:

IT-01211	1HNT981	Dell GX620	Purchase Price	\$956.65
IT-02060	4LNT981	Dell GX620	Purchase Price	\$956.65
IT-02346	DGNT981	Dell GX620	Purchase Price	\$1,131.96
IT-02044	HWPT981	Dell GX620	Purchase Price	\$1,131.96
IT-02095	1VPT981	Dell GX620	Purchase Price	\$1,018.00
IT-02216	9HNT981	Dell GX620	Purchase Price	\$956.65
IT-02211	4WPT981	Dell GX620	Purchase Price	\$956.65
IT-01001	CXPT981	Dell GX620	Purchase Price	\$956.65
IT-01158	1WPT981	Dell GX620	Purchase Price	\$1,131.96
IT-02137	8YPT981	Dell GX620	Purchase Price	\$956.65
IT-01362	HP2KZB1	Dell GX620	Purchase Price	\$1135.94
IT-01346	BQ2KZB1	Dell GX620	Purchase Price	\$1135.94
IT-01332	BY2KZB1	Dell GX620	Purchase Price	\$1135.94
IT-01360	773KZB1	Dell GX620	Purchase Price	\$1135.94
IT-01352	GQ2KZB1	Dell GX620	Purchase Price	\$1135.94
IT-01409	C57F5C1	Dell GX620	Purchase Price	\$1135.94
IT-01349	8R2KZB1	Dell GX620	Purchase Price	\$1135.94
IT-01414	367F5C1	Dell GX620	Purchase Price	\$1135.94
IT-01412	F67F5C1	Dell GX620	Purchase Price	\$1135.94
IT-01339	1T2KZB1	Dell GX620	Purchase Price	\$1135.94
IT-01358	2S2KZB1	Dell GX620	Purchase Price	\$1135.94
IT-01347	JV2KZB1	Dell GX620	Purchase Price	\$1135.94
IT-01340	6V2KZB1	Dell GX620	Purchase Price	\$1135.94
IT-01344	3X2KZB1	Dell GX620	Purchase Price	\$1135.94
IT-01345	163KZB1	Dell GX620	Purchase Price	\$1135.94

