

**OKLAHOMA STATE AND EDUCATION
EMPLOYEES GROUP INSURANCE BOARD
REQUEST FOR PROPOSAL
FOR
THIRD PARTY ADMINISTRATION
OF
HEALTH, DENTAL AND LIFE
BENEFITS**

Effective January 1, 2009

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74 O.S. 2001 § 85.3	9
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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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All HIPAA regulations are codified at:

45 CFR Parts 160, 162 and 164 references to specific regulations can be viewed at
<http://www.cms.hhs.gov/HIPAAGenInfo/>

All references to Oklahoma Statutes can be viewed under “Legal Research” at:

<http://www.oscn.net/applications/oscn/start.asp>

ACRONYMS DEFINED

ACT	Oklahoma State and Education Employees Group Insurance Act
ADA	American Dental Association
ASC	Ambulatory Surgical Center
CARF	Commission on Accreditation of Rehabilitation Facilities
CCI/OCE	Correct Coding Initiative/Outpatient Code Editor
CMS	Centers for Medicare and Medicaid Services
CPT	Current Procedural Terminology
DME	Durable Medical Equipment
DOC	Department of Corrections
DRS	Department of Rehabilitation Services
EBC	Employees Benefits Council
EDI	Electronic Data Interchange
EFT	Electronic Funds Transfer
EOB	Explanation of Benefits
FHCM	Fiserv HealthCare Management
FHH	Fiserv Health Harrington
FSA	Flexible Spending Account
HCDS	Health Care Data Solutions
HCPCS	Healthcare Common Procedure Coding System
HDHP	High Deductible Health Plan
HIPAA	Health Insurance Portability Accountability Act
ID	Identification
ITB	Invitation to Bid
IVR	Interactive Voice Recognition
LTCH	Long-Term Care Hospital
OHCA	Oklahoma Health Care Authority
OHMSURA	Oklahoma Hospital and Medical Services Utilization Review Act
OSEEGIB	Oklahoma State and Education Employees Group Insurance Board
PBM	Pharmacy Benefits Manager
PHCS	Private HealthCare Systems
PVC	Permanent Virtual Circuit
RFP	Request for Proposal
TAT	Turn Around Time
TDD	Telecommunication Devices for the Deaf
TIN	Tax Identification Numbers
TPA	Third Party Administrator
UR	Utilization Review
URAC	Utilization Review Accreditation Commission
VPN	Virtual Private Network

I. Introduction

A. Statement of Purpose

The Oklahoma State and Education Employees Group Insurance Board, "OSEEGIB," requests proposals from Third Party Administrators, "TPA," to provide claims processing, customer service, utilization management, reporting, as well as other professional services for its health, dental and life insurance plans. The self-insured plans administered by OSEEGIB are recognized by its membership as HealthChoice. This Request for Proposal, "RFP," defines the requirements used to determine a qualified TPA and describes requested TPA services.

The contract, as defined in Section VI, Paragraph (K), shall be awarded for an initial one-year term, effective January 1, 2009, with the option of four (4) one-year renewals, at the sole discretion of OSEEGIB. The State Purchasing Director may negotiate provisions in the RFP to reduce costs and/or improve the level of service in conjunction with the acquisition of computer technology systems. 74 O.S. (2001) § 85.9D.

B. Objectives

OSEEGIB expects 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."

C. Identification of OSEEGIB

OSEEGIB was established by, and operates pursuant to, the Oklahoma State and Education Employees Group Insurance Act, 74 O.S. (2001) § 1301, et seq., "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 HealthChoice plans offered by OSEEGIB. OSEEGIB makes decisions on all policy matters affecting the group insurance plans, including participant benefits, premium rates and the investment of premiums.

Pursuant to legislative authority, OSEEGIB Rules set forth the eligibility, type of participation and benefit 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 (Go to Site Map, then “About OSEEGIB”).

Fiserv Health Harrington, “FHH”, is the current TPA for the administration of health, dental and life benefits. FHH subcontracts with:

- Fiserv Health Care Management, “FHCM,” to provide utilization management and pre-certification of inpatient hospital services and limited outpatient hospital surgical procedures, including diagnostic imaging
- Viant for negotiation of services that are provided out of the State of Oklahoma and that meet specified criteria
- Private HealthCare Systems, “PHCS,” for access to the PHCS national network for only those members who live and work outside the states of Oklahoma and Arkansas
- Personix for the production and mailing of all HealthChoice health and dental identification cards.

The fee schedules and network provider contracts currently utilized by OSEEGIB were developed and are maintained by OSEEGIB.

The Health Care Management Division of OSEEGIB provides certain cost containment services including case management, prior approval of Durable Medical Equipment, “DME,” and case management for home health care.

Pharmacy benefits management and administration of disability benefits is not part of this RFP. However, for informational purposes, Medco Health Solutions is the Pharmacy Benefits Manager, “PBM,” and GHS Property and Casualty Company provides administrative services only for disability benefits.

D. Identification of Employees Benefits Council

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 and EBC have an interagency agreement for these services. OSEEGIB also provides certain benefits as part of EBC’s OK Health Program, the State’s wellness initiative for its employees, and these will be administered by the TPA.

E. Identification of Plans

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 pre-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

Pursuant to an interagency agreement with the Department of Rehabilitation Services, "DRS," an Oklahoma State Agency, OSEEGIB provides DRS with claims processing, quality assurance, reporting, customer service, and drug utilization review. DRS plan activity must be reported separately. The DRS is federally funded, and eligibility and prior authorization information is provided to the TPA by DRS.

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 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.

F. Identification of Participants

The total number of participants in the OSEEGIB Plans as of April 30, 2007, is 185,739 identified in EXHIBIT A, sorted by Plan and Member categories.

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

SEE EXHIBIT A – Identification of HealthChoice Participants

SEE EXHIBIT B – Identification of DRS & DOC Participants

G. Identification of Paid Claims History

SEE EXHIBIT C - HealthChoice Paid Claims History

SEE EXHIBIT D – DRS and DOC Claims History

H. Eligibility and Accounting System

OSEEGIB uses the V3 application for its Eligibility and Premium Accounting system, developed by Vitech Systems Inc. This system is currently operating in a Windows server environment utilizing an Oracle database.

II. Schedule of Events

1. Department of Central Services Releases RFP June 1, 2007
2. Deadline for Receipt of Questions
for Pre-proposal Conference Tuesday, 4:30 p.m., June 19, 2007
3. Pre-proposal Conference Wednesday, 10:30 a.m., June 27, 2007
4. Proposals Due Tuesday, 3:00 p.m., July 10, 2007
5. Pre-Award On-Site Visits (if needed) August 2007
6. Negotiation Meeting(s) September 2007
7. OSEEGIB's Recommendation
to Department of Central Services Friday, October 26, 2007
8. Department of Central Services
Awards Contract Thursday, November 8, 2007
9. Implementation Period January 1, December 31, 2008
10. Contract Effective Date January 1, 2009

OSEEGIB and the Department of Central Services reserve the right to alter these dates, issue amendments to this RFP, cancel or re-issue this RFP at any time for any reason.

The TPA must agree to make any of its facilities available to OSEEGIB and the Department of Central Services if it is determined that an on-site visit would be beneficial and utilized as part of the final evaluation process.

III. 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.

A. Financial Information

The TPA must demonstrate financial stability by providing OSEEGIB with copies of audited financial statements for the TPA's three (3) fiscal years immediately preceding the date of its response. OSEEGIB shall exercise its sole unrestricted discretion in evaluating the financial information. 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.

B. Experience

The TPA and/or its subcontractors shall demonstrate experience in administering health, dental and life claim processing services, pre-certification services, national fee schedules, 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.

The TPA shall disclose what percentage of its full service book of business would be represented by OSEEGIB if it has or were to have had OSEEGIB as a client in 2007.

C. References

Provide contact names of at least three (3) non-affiliated clients, including:

- Addresses
- Telephone numbers
- Email addresses
- Fax numbers
- Types of services provided
- The number of participants.

Provide similar contact information of at least three (3) clients who recently converted to the TPA from a different TPA.

D. Eligibility Requirements

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.

- 1) New member/dependent enrollment
- 2) Member/dependent termination
- 3) Member/dependent adding and/or dropping various benefits
- 4) Member moves between participating employer groups
- 5) Dependent moves from participating primary member to another primary member
- 6) Member/dependent status changes from active to retiree or COBRA status
- 7) Member/dependent becomes eligible for Medicare
- 8) A lapse is added to a member/dependent coverage
- 9) 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. By the fall of 2008, OSEEGIB expects to be receiving most eligibility transactions electronically via the Internet and/or from electronic interfaces with participating employers.

E. License

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.

F. Local Office

The TPA must currently have or must agree to establish a local office in Oklahoma City that is accessible to OSEEGIB's staff. The office shall maintain an Oklahoma City Post Office Box for all mail.

Describe the facilities and locations of facilities that will be used to manage OSEEGIB's account.

G. Local Representation

The TPA must staff the local office with a person(s) 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.

Describe the management staff that will be available in the local office, including qualifications, experience and resumes.

H. No Commissions

The TPA agrees:

- 1) 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;
- 2) 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,

- 3) 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.

I. Conflict

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 any service required under this contract. The TPA shall not engage in any conduct that violates or induces others to violate provisions of 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.

J. Lawsuits & Litigations

Unless prohibited by securities laws, the TPA must disclose any lawsuits and litigation involving alleged or actual violations of administrative rules and hearings, or any lawsuits and litigation threatened or impending, involving itself and the State of Oklahoma or any of its political subdivisions, and/or any state officer and/or any state employee acting in the capacity of a state employee, and any settlements, compromises (if confidential, a statement of that fact) or Judgments of Record resulting from the foregoing described litigation or administrative proceedings for the past five (5) years or affirm there are none.

The TPA shall list and disclose any contract cancellations or any causes of action that arose from work performed that is the same or similar to work identified in the Scope of Services in this RFP that was initiated by persons or entities against 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 (\$100,000.00) or more within the previous five (5) years, or affirm there are none.

The TPA shall disclose any data security breaches and specifically HIPAA security breaches.

K. Subcontractors

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. Any planned or proposed use of subcontractors must be clearly documented in the proposal. 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.

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.

L. Federal Exclusion List

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 Administration, or excluded from receiving payment from federal government programs by the Department of Health and Human Services, Office of Inspector General.

M. Fraud, Waste & Abuse Compliance Program

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

N. Statement of Compliance

Other than what is specified as a Minimum Requirement, certain conditions may preclude the TPA from meeting each and every detail specified in this RFP. It is also foreseeable that the TPA may have a better method of accomplishing the requirements of the RFP. The TPA should outline in its response how the TPA would accomplish OSEEGIB's requirements as stated and then outline alternative ways of doing business offered by the TPA and alternative pricing, if applicable. Minimum Requirements defined in this RFP are not negotiable.

OSEEGIB and the Department of Central Services shall determine, at their discretion, whether an alternative method offered by the TPA is acceptable to OSEEGIB.

Any alternative method or exceptions to terms, conditions or other requirements in any part of the RFP must be described in both the appropriate section of the proposal and listed in the Statement of Compliance attached to and 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.

Notwithstanding anything to the contrary herein, any and all decisions 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 of qualifications with performance, shall be at the discretion of OSEEGIB and/or the Department of Central Services.

IV. Scope of Services

The TPA shall comply with all requirements in this section. The TPA must state in its response exactly how it will comply, providing detailed information and stating affirmatively its understanding of the requirement(s). Any alternative method offered by the TPA to the required Scope of Services shall be considered as to whether the alternative method is or is not in the best interest of OSEEGIB, and shall be evaluated accordingly. Said alternative method shall be listed by the TPA in the attached 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 or providers. No such alternative method may be substituted 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 to OSEEGIB, including, but not limited to 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.

A. Identification Card "ID" Administration

- 1) An initial ID card, which will serve to identify HealthChoice members for the 2009 Plan Year, shall be produced and mailed in time for membership receipt no later than the end of December 2008 or the first week of January 2009.
 - a) Outline the TPA's plan to execute the aforementioned timeline.
- 2) In addition to the initial card production, the TPA shall be able to produce and mail approximately 400 to 500 cards on an ongoing weekly basis. The ID cards shall be mailed daily by the TPA upon receipt of the OSEEGIB eligibility export file. The TPA shall provide ID cards for all new enrollment or additional and replacement ID cards.
 - a) Describe the TPA's process to perform weekly and "On Request" ID card production and mailing.
- 3) OSEEGIB uses 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.

- a) Affirm the TPA can print the OSEEGIB unique ID number.
- 4) The ID cards shall be produced as dual-sided cards with customized - data provided by OSEEGIB for health and dental members.
 - a) Affirm the TPA can print the ID cards as customized by OSEEGIB.
- 5) The TPA shall have the ability to print at least three colors on the ID cards as directed by OSEEGIB.
 - a) Affirm the TPA can print at least three colors on the ID cards.
- 6) The ID cards shall be plastic with no magnetic strips; however, the TPA must possess the capability to add a magnetic stripe if it becomes required by OSEEGIB.
 - a) Provide a copy of the type of ID card the TPA intends to use for the OSEEGIB members.
- 7) 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. Additional or replacement ID cards shall be sent upon request. OSEEGIB has members that have health only, dental only and health and dental benefits.
 - a) Affirm the TPA can implement this process.
- 8) 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.
 - a) Affirm the TPA can accept daily OSEEGIB eligibility files and will print and mail ID cards daily.
- 9) OSEEGIB and the member may request ID cards via the Internet.
 - a) Describe how OSEEGIB and members will obtain ID cards via the Internet.
- 10) The TPA shall be responsible for handling all customer service related issues relative to the request, production, content and mailing of all ID cards.

- a) Affirm the TPA's customer service can manage issues regarding ID cards.
- 11) The TPA shall be responsible for envelope bulk order, pre-processing, printing and personalization of ID card, inserting into envelope, presort, postage and delivery to Post Office.
- a) Describe the TPA's experience with ID card administration from print to delivery and provide examples of options available to OSEEGIB.
- 12) HealthChoice member addresses must be maintained and utilized for first-class mailings of ID cards.
- a) Describe the TPA's procedure for maintaining HealthChoice member addresses.

B. Claims Administration

- 1) The TPA shall calculate the health, dental, and life benefits. The 2007 HealthChoice benefits may be found on OSEEGIB's website at www.sib.ok.gov/handbooks.htm
 - a) Describe in detail how the TPA will administer the health, dental and life benefits based on OSEEGIB's plan of benefits.
 - b) Describe the TPA's procedure to manage the following plan provisions:
 - i) Family deductible limits
 - ii) Individual deductible
 - iii) Coordination of benefits with another plan
 - iv) Supplementing with Medicare
 - v) Pre-certification verification for inpatient, outpatient surgery, diagnostic imaging
 - vi) Multiple fee schedules
 - vii) Preexisting condition limitations
 - viii) Annual maximums
 - ix) Lifetime maximums (health and pharmacy combined)
 - x) Number of services per calendar year
 - xi) Number of services per lifetime
 - xii) Out-of-pocket maximums for different limits for network and non-network combined per calendar year
 - xiii) Dollar limit by number of days
 - xiv) DRG and DRG outlier claims
 - xv) Orthodontia

- xvi) Real time integration of health and pharmacy deductibles
 - xvii) Ambulatory Surgical Center, “ASC,” grouping
 - xviii) Long Term Care Hospital, “LTCH,” grouping
 - xix) Oklahoma Health Initiative for correct processing and reporting
 - xx) Interface and integrate with the PBM for administration of HDHP.
- c) Describe how the TPA's system is date-sensitive to historical benefit changes.
- 2) The TPA shall provide OSEEGIB the following information in an electronic format:
- a) A check register file which shall be produced as a separate file for the checks written on each check cycle.

EXHIBIT E – Check Register File Format

- b) Provide a delineation of the TPA's billing client payment cycle.
- 3) OSEEGIB currently provides medical determinations to the TPA by updating the TPA’s health claims system with those determinations. OSEEGIB determinations are for prior authorizations, exceptions to the plan on a member-specific basis and other important information specific to a member. All DRS claims must be prior authorized by DRS before a claim can be paid.
- a) Describe in detail the process OSEEGIB will utilize to efficiently provide the TPA with medical determinations and how this process interfaces with the processing of the claim.
 - b) Describe how the TPA will interface with DRS.
- 4) The TPA shall automatically assign benefits for claims to network providers, not to exceed the balance due the provider in accordance with the provider contract. Benefits payable for non-network provider services may be assigned at the option of the member.
- a) Describe in detail how this process will be accomplished.
- 5) 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.

- a) Describe in detail how this process will be accomplished.
- 6) 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.
- a) Does the TPA agree to this requirement?
- 7) The TPA shall notify OSEEGIB of all changes of addresses, names and dates of births indicated on forms and/or correspondence from plan members. The TPA shall mail all correspondence to the address provided by OSEEGIB and shall not change or modify any information provided by OSEEGIB to the TPA without the specific written consent of OSEEGIB.
- a) Please describe the TPA's process for accomplishing this requirement and the frequency of notification the TPA will implement.
- 8) The TPA shall provide an Explanation of Benefits, "EOB," or provider remittance acceptable to OSEEGIB that accurately reflects and explains OSEEGIB's plan of benefits to members and providers. The TPA shall reproduce EOBs upon request of members and/or providers. The TPA should be aware that DRS providers are encouraged to accept Electronic Fund Transfer, "EFT," funding by DRS.
- a) What is the time frame from receipt of an EOB request to the time the EOB is sent?
 - b) Can the TPA customize EOBs for OSEEGIB? If so, describe the TPA's flexibility.
 - c) Provide a copy of an EOB for health, dental and life claims for the provider and member.
 - d) Provide a copy of an EOB for dental pre-determination for the member and the provider.
 - e) Provide an EOB and any supportive documentation that would be sent to a provider with EFT.
 - f) Provide an EOB and supportive documentation for combining payments to the same provider for different members.
 - g) Provide an explanation and documentation of other EOB options

administered by the TPA.

- 9) The TPA must demonstrate the ability to accept electronic submission of health and dental claims from clearing houses, large providers, and other providers who have the capability to electronically submit claims. The TPA shall have the ability to accept Medicare Part A and Medicare Part B electronically for members and dependents from Medicare intermediaries.
- a) Is the TPA's Electronic Data Interchange, "EDI," based on proprietary or HIPAA standards? If the standards are other than HIPAA, please provide a copy.
 - b) Provide the name of the clearinghouses, Medicare intermediaries, or other organizations 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; and, the payment accuracy rate.
 - c) What resources does the TPA allocate to increase EDI claims?
 - d) Describe in detail the TPA's experience and interface with the following Medicare intermediaries or other EDI currently in use:
 - i) Mutual of Omaha
 - ii) Palmetto GBA
 - iii) Arkansas Blue Cross Blue Shield
 - iv) Trailblazers
 - v) Other
 - e) Is the TPA willing to offer a performance standard and associated damages attached to increased EDI submittals? If so, please describe.
- 10) 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.
- a) Describe in detail the screening process and investigation that the TPA has in place for the following:
 - i) Long-term disability
 - ii) Large case management
 - iii) Duplicate payments edits
 - iv) Subrogation
 - v) Medicare Supplement

- vi) Workers' Compensation
 - vii) Fraud control.
- 11) 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 incoming accident claims according to OSEEGIB procedures and guidelines, and shall daily submit claim documents to OSEEGIB.
- a) Does the TPA agree to this?
 - b) Describe the TPA's current procedures for identifying claims eligible for subrogation.
- 12) The TPA shall image all claims, checks, correspondence and other supportive documentation for claims administration and retrieval purposes.
- a) Provide a description of the imaging system's capability?
 - b) Describe OSEEGIB's access to the TPA's imaged documents.
 - c) What types of claim documents are imaged? e.g., UBO4, CMS 1500, etc.
 - d) Describe the process for imaging subsequently entered claims data.
- 13) The current TPA utilizes software provided by McKesson for editing health and dental 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.
- a) Describe in detail the process and experience the TPA has with the McKesson clinical editing software or other clinical editing software.
 - b) Describe in detail the TPA's ability to administer the CCI/OCE edits in the outpatient facility setting.
 - c) Describe in detail the TPA's ability to administer user defined clinical edits.

- d) 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.
 - e) 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:
 - i) Surgery
 - ii) Anesthesia
 - iii) Laboratory
 - iv) Radiology
 - v) Medical
 - vi) Other
 - f) Describe in detail the dental knowledge subsystem capability for processing dental claims.
 - g) Describe the manner and frequency in which health and dental subsystems are updated.
 - h) Describe in detail whom developed these knowledge based subsystems and on what these subsystems are based.
 - i) Describe the processing of claims detected as a result of these edits.
 - j) Describe how the clinical criteria and rationales are available to all providers via the Internet.
- 14) The TPA shall aggressively pursue the collection of overpayments to members and providers. The TPA shall actively pursue the overpaid amounts in writing from the member and provider and shall continue collection efforts on behalf of OSEEGIB. The TPA shall reconcile or true-up all overpayments in January and July of each year.
- OSEEGIB shall deduct from the TPA's monthly administrative fee one percent (1%) of total overpayments not collected within six (6) months of the erroneous payment. The TPA shall report all outstanding overpayments in detail, including the aging of the overpayment and overpayment total to OSEEGIB on a monthly basis.
- a) Does the TPA agree to this requirement?
 - b) Describe in detail the TPA's overpayment recovery process and procedures.

- c) Describe the TPA's ability to actively pursue overpayments that were incurred by the previous TPA.
 - d) 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.
 - e) 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. Describe in detail the TPA's ability to provide detailed overpayment information to OSEEGIB to facilitate the tax intercept process administered by the Oklahoma Tax Commission.
 - f) Provide a sample overpayment aging report.
- 15) 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, waive preexisting exclusion, and other applicable waivers.
- a) Describe the TPA's flexibility to administer deductible credit, waive preexisting and credit monies to the out-of-pocket maximum.
 - b) Describe the most efficient process that OSEEGIB can follow to expedite this process.
- 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, Diagnosis Related Group, "DRG," American Dental Association, "ADA," user defined codes and all modifiers.
- a) Describe in detail the TPA's ability to capture, track and report all processing codes.
 - b) Describe in detail the TPA's ability to capture, track and report CPT/HCPCS and Revenue codes billed on a UB04.
 - c) Describe in detail the grouper software that the TPA will use to group DRG for inpatient, Long-Term Care Hospital, "LTCH," inpatient and have the grouper tested and in place based on Centers for Medicare and Medicaid Services, "CMS," timelines and

effective dates.

- 17) The TPA shall maintain separate, accurate and current provider files for OSEEGIB, DRS and DOC.
 - a) Demonstrate the TPA's capability to load and maintain separate, accurate 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.
 - b) 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.
- 18) The TPA shall load and, when applicable, utilize multiple separate fee schedules for OSEEGIB, DRS and DOC claims processing.
 - a) 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.
 - b) Does the TPA have the ability to capture and report an outpatient prospective payment system, home health care prospective payment system and Skilled Nursing Facility prospective payment system? If so, please describe in detail.
 - c) The TPA shall have the ability to process, capture and report the LTCH prospective payment system as developed and implemented by the CMS? Describe in detail.
 - d) 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.
 - e) Describe in detail the TPA's ability to track and report per diem for Home Health services.
 - f) Describe the ability to track and report by specific CPT/HCPCS codes to a specific provider by specific address.
- 19) The TPA will provide OSEEGIB a network, in addition to using the HealthChoice network, allowing OSEEGIB to contract with national providers at varying reimbursement rates.

- a) Describe the TPA's national network and contracted reimbursement rates.
 - b) Describe in detail the cost impact to OSEEGIB and members and the benefit of the proposed network.
 - c) Describe in detail what responsibilities the TPA and OSEEGIB will be responsible for handling; e.g., provider issues, contracting, customer service, etc.
 - d) Describe how a member will access this network for network provider information.
 - e) How often is the network information updated for members?
 - f) What are the long term goals for network expansion?
 - g) Describe in detail a leased or subcontracted component of this network.
 - h) Provide a comparison document of HealthChoice members' zip codes in the national network sorted by providers' specialty.
- 20) 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.
- a) Explain in detail the procedures for handling correspondence accompanied by a claim and correspondence submitted separately. The explanation must include tracking and retrieving.
 - b) Describe in detail the TPA's process for responding to inquiries and include turnaround time requirements.
 - c) 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.
- 21) 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.
- a) 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 for

subsequent 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.

- b) Describe in detail the process the TPA will follow to adhere to 74 O.S. (SUPP 2006) §1328, reimbursement of claims within a certain time period.
- 22) The term “real time” claims processing has a different definition among TPAs in relation to the turn around time from the time that the provider submits the claim to the time that the provider is reimbursed for services.
- a) Define the TPA’s definition of “real time” claims processing from the time the provider submits the claim to the clearinghouse to the time the provider is reimbursed for services.
 - b) Provide a flow chart with timelines for the process of “real time” claims processing.
 - c) Describe in detail the future changes that the TPA envisions for improving the claims processing turnaround time.
- 23) 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, which is a statewide program for State employees. The purpose of the project is to determine the health risk status of State employees, which includes but is not limited to cardiovascular disease and diabetes. Evaluation of the effectiveness of this project will be designed to produce both short term and long term improvements in the health of the membership. 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 is for HealthChoice network providers and 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 identifiable within the paid claims file for separate reporting. The TPA shall provide a complete health and pharmacy detailed paid claims file to OSEEGIB via CD within fifteen (15) days following the end of each

calendar quarter. The TPA shall provide a data dictionary detailing all fields within the detailed paid claims file.

- a) Does the TPA agree to administer this benefit?
 - b) Describe how the TPA will track, report and provide information to OSEEGIB.
- 24) Claims incurred for DOC inmates that are housed at Oklahoma County jails shall be based on the Oklahoma Health Care Authority (OHCA) Medicaid fee schedules. This reimbursement is for all health care services and includes pharmacy claims which would also be subject to the DOC formulary, which is located at:

www.doc.state.ok.us/treatment/medical/msrm/formulary_0307.pdf

In accordance with state law; the TPA shall process all claims for non-network providers at the OCHA reimbursement rate.

- a) Describe the ability to meet this requirement.

C. Utilization Management

- 1) The TPA shall perform, in a timely and prompt manner, pre-certification reviews. The TPA's pre-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:
 - i) Inpatient hospital admissions
 - ii) Sub-acute and long-term acute care admissions
 - iii) Inpatient rehabilitation
 - iv) Skilled Nursing Facility
 - v) Residential treatment
 - vi) Transplants
 - vii) Day treatment
 - viii) Limited out-patient hospital surgical procedures
 - ix) Diagnostic imaging
 - Sinus CT/MRI
 - Head/brain CT/MRI
 - Chest CT, including spiral CT (CAD)
 - Spine CT/MRI
 - Shoulder/MRI
 - PET scans
 - x) Exhaustion of Medicare inpatient hospital benefits
 - xi) Coordination of benefits

- a) Describe the criteria and how the software is utilized in the decision process for utilization management.
- b) How often is the criteria software updated?
- c) Realizing that each case is potentially different, describe the procedures used in determining exceptions to the software.
- d) Describe the capabilities and processes of customizing criteria to local norms or OSEEGIB's requirements.
- e) Describe in detail the procedures for conducting reviews beyond the expertise of the medical decision tree software.
- f) Describe the system of identification; e.g., computer-driven by diagnosis, International Classification of Diseases, etc.
- g) The TPA shall describe the staff of the utilization management team, including qualifications, experience and resumes for:
 - i) Physician/Medical Director
 - ii) Registered Nurses
 - iii) Licensed Practical Nurses/Licensed Vocational Nurses
 - iv) Non-Clinical Phone Personnel
 - v) Managers
 - vi) Mental health nurse
 - vii) Intake specialists
 - viii) Other
- h) What is the registered-nurse-to-covered-lives ratio?
- i) How do the utilization review nurses identify and evaluate local health care resources for assistance with discharge planning and alternate levels of care?
- j) Identify the type and number of hospital admissions, outpatient and diagnostic imaging procedures currently managed by the TPA.
- k) What percentages of proposed admissions, outpatient services and diagnostic imaging exams are referred to physician advisors for review and determinations?
- l) Provide the guidelines/criteria when cases are referred to a physician advisor.
- m) Describe the physician specialties represented in the review process.

- n) Are the physicians board certified and licensed in Oklahoma?
 - o) Does the TPA utilize a different methodology for pre-certification of mental health and substance abuse than for medical admissions? If so, how do they differ?
 - p) How is treatment of a mental health problem coordinated with an overlying medical component?
 - q) Does the TPA have staff dedicated to mental health and substance abuse cases? If so, describe the role and interface with an OSEEGIB case manager.
 - r) What procedures or services and/or potential changes does the TPA consider important for pre-certification in the next five years?
- 2) 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.
- a) Once a request for pre-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?
 - b) Describe the interaction between Physician Advisors and the TPA's clinical staff.
- 3) The TPA shall offer written notification, in a timely and prompt manner, to providers and members of the medical necessity determination with a disclaimer that the determination is not a confirmation of eligibility or a determination of benefit coverage.
- a) Provide a copy of the correspondence utilized for other large clients.
- 4) The TPA shall provide written notification, in a timely and prompt manner, to the member or authorized representative explaining the results of any review, including the appeals process as specified in URAC standards.
- a) Describe the interactions with facilities, providers, and patients throughout the utilization management process.

- b) Describe in detail the review process.
 - c) Describe the process by which members/providers are notified of the status of a case during the review process.
 - d) Describe the role of the patient in the utilization management process.
 - e) Provide samples of all letters utilized in the review process.
- 5) The TPA shall develop and implement an effective patient and provider-friendly appeals process as specified by URAC and the OHMSURA and approved by OSEEGIB.
- a) Describe in detail the appeals process.
 - b) Provide samples of all letters utilized in the appeals process.
- 6) 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.
- a) Describe in detail the process for identifying and resolving provider quality issues; e.g., inappropriate care requested/rendered, non-licensed provider.
 - b) Provide a copy of the internal quality assurance criteria and guidelines.
- 7) The TPA shall immediately notify OSEEGIB's Health Care Management Division for the purposes of case management intervention, any case that meets the following criteria:
- i) Out- of- state admissions,
 - ii) Transplant denials/changes,
 - iii) Potential catastrophic cases such as multiple traumas, traumatic brain injury or severe prematurity,
 - iv) Cases requiring support at discharge such as home health, infusion therapy, hospice, or durable medical equipment requests,
 - v) 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,
 - vi) Cases involving non licensed providers,

- vii) Requests for transfer to any out-of-state non-network facility.
 - a) How will the TPA interact with OSEEGIB's Health Care Management Division for case management intervention?
 - b) How will OSEEGIB's Health Care Management Division remotely access the TPA's claims and precertification systems for inquiry and print ability?
 - c) What process will be utilized to identify the need for case management and possible referral to OSEEGIB's Health Care Management Division?
 - d) Describe the process for orientation to OSEEGIB personnel.
- 8) The TPA shall agree that the determination of those medical services requiring precertification 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.
- a) Does the TPA agree?
- 9) If the utilization management system is different than the claims processing system, be sure to identify it separately and respond appropriately to the same at Section IV Paragraph J, #2-7 of this RFP.
- a) Does the TPA agree to this?
- 10) The Utilization Management administrator, if different than the TPA, must submit detailed utilization management information electronically to the TPA on a daily basis. A daily and quarterly comparison and reconciliation report will be required of the TPA.
- a) Describe the process for effective daily electronic transmission of utilization management information to the TPA.
 - b) Describe in detail the daily and quarterly comparison and reconciliation error report management that will be accomplished by the TPA.
 - c) Describe in detail the process the TPA will follow to obtain all outstanding, current, pending and open precertification information from OSEEGIB's current utilization management administrator, FHCM.

- 11) Does the TPA incorporate any predictive modeling in the utilization management process?
 - a) If so, describe the TPA's predictive modeling process.
 - b) If so, describe how this information will be conveyed to OSEEGIB for case management intervention.

- 12) Currently, the utilization management company, FHCM, has the ability to receive precertification 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 precertification on the telephone VoiCert system. The TPA shall provide the same or similar system.
 - a) Describe this process in detail and provide a flow chart.

D. High Deductible Health Plan (HDHP) Administration

- 1) The TPA shall transmit to OSEEGIB's PBM, in real time, health deductible information on each HealthChoice HDHP participant as soon as a claim is processed or any time the deductible is impacted. The PBM will transmit pharmacy deductible information in real time to the TPA for integration of health and pharmacy deductibles.
 - a) Describe the TPA's experience and capabilities with integrating health and pharmacy deductible information.

- 2) The TPA shall reconcile with OSEEGIB's PBM all HDHP member deductibles on a weekly basis.
 - a) Describe the reconciliation process.

- 3) The TPA shall use the current PBM's standard file layout for transmissions.

EXHIBIT F – HDHP File Layout

- a) Affirm the current PBM's file layout can be used.

- 4) The TPA shall ensure that a secure VPN exists between it and the PBM.
 - a) Describe the secure connectivity the TPA proposes for interfacing with Medco Health Solutions.

E. Customer Service

- 1) The TPA's office shall be staffed by customer service representatives, at a minimum, from 7:00 a.m. to 7:00 p.m. Central Time Zone, Monday through Friday, except for state holidays, for precertification 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 in-office inquiries concerning verification of eligibility, plan of benefits, status of claims, and explanation of claims payment of benefits. The customer service representatives for member inquiries shall have online access to all areas of the eligibility and claims system. SEE 25 O. S. (2001) § 82.1 for a listing of holidays observed by the State of Oklahoma.
 - a) Describe the customer service support available for member issues received by OSEEGIB.
 - b) 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) Provide the average abandonment rate and average length of time to answer incoming customer service lines during the past twelve months.
 - d) 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".
 - e) Indicate the tools that supervisors and managers have online to manage, evaluate, and immediately correct, the quality of customer service representative performance.
 - f) Indicate the items to which customer service representatives have online access:
 - i) Eligibility
 - ii) Claim
 - iii) History/status
 - iv) Benefit coverage
 - v) Status of questions/complaints
 - vi) Prior authorization history and status
 - vii) Pre-certification
 - viii) Other (list)

- g) Describe how high call volume during peak days or specific peak time periods is managed.
 - h) Describe the procedures for answering members' questions regarding the status of a claim.
 - i) Describe under what circumstances a customer service representative can adjudicate a claim.
 - j) 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.
 - k) Describe the process by which the TPA measures the satisfaction levels of patients, physicians, and clients.
 - l) Describe the instruments used for measurement and the outcomes of these measures for the last two years.
 - m) Describe the procedures the TPA has in place to ensure that calls requiring additional follow-up are immediately resolved.
 - n) Describe the Internet services available to better serve members and providers.
- 2) 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 shall provide a toll free line, maintain and train staff for communications with a TDD.
- a) Describe the telephone system and its capabilities.
 - b) Does the telephone system tape record the verbatim customer inquiries? If so, describe the process and retrieval of these tape recorded inquiries.
 - c) Describe in detail the TPA's method for tracking and reporting telephone calls and indicate the categories being monitored.
 - d) Describe the TPA's ability to identify trends within the types of phone calls received and how the TPA staff and OSEEGIB can use this information for notification purposes and educational initiatives.
- 3) The TPA shall not provide members and/or providers of services 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 will 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.

- a) Describe the TPA's ability to draft educational information that can be utilized for educational purposes by OSEEGIB for members and providers.
 - b) Provide examples of the TPA's current efforts to educate members about health and dental benefits, wellness, new processes and helpful information on claims submission, including how to be better-informed consumers.
- 4) The TPA must have the ability to accept and receive transferred calls from OSEEGIB, as well as transfer calls to OSEEGIB.
- a) Describe the TPA's ability to meet this objective.
- 5) OSEEGIB, its PBM, and the disability administrator each have customer service departments.
- a) Describe how the TPA work will with each of the administrators to resolve global customer service issues, identify trends and refer telephone calls to the appropriate customer service department that resolves the issues.
- 6) OSEEGIB would like "first time resolution" of member/provider inquiries. To OSEEGIB, "first time resolution" means resolving the inquiry the first time, no matter the length of the call.
- a) Describe in detail how the TPA will meet this requirement.
 - b) Describe how the TPA tracks and reports this requirement.
- 7) Technology and programming improvements have laid the foundation for additional capabilities to be added to the current TPA Interactive Voice Recognition, "IVR," system. Currently, the IVR supports voice interactions for eligibility and claims status whenever the system is available. During business hours, both providers and members have access to Customer Service Representatives. The additional capabilities that the current TPA designed will allow providers to select an option to enter a fax number and have their requests for information faxed to their office. Providers are able to request current

eligibility information, receive deductible and out-of-pocket status. Providers must be able to request a summary of benefits for the plan that was designed to respond to the most frequent requests for information received by the Customer Service team. This ability will be supported much like the web screen functionality; in that the information will be pulled directly from the current TPA claims processing system screens. These are the same fields within the claims processing system that are accessed today by the current TPA Customer Service team and the web site.

- a) Describe in detail the service that the TPA may provide.
- 8) Members and providers currently have access to HealthChoice plan coverages via the HealthChoice website. Using the link option, members and providers can view eligibility, benefits, deductible and claims status as well as view and print copies of EOBs. Registration is quick and user-friendly. The websites are in compliance with the American Disabilities Act, “ADA”.
- a) Describe the TPA’s website options for HealthChoice members and providers.
 - b) 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) 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.

F. Quality Assurance

- 1) The TPA shall utilize a formal internal claim auditing process for ongoing verification of appropriateness of claims processing. The quality assurance program shall determine that its internal controls and its system’s adjudication processes are sufficient to achieve reliable results. 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:
 - i) All life claims
 - ii) All medical claims in excess of Twenty Thousand Dollars (\$20,000.00) that are not inpatient hospital claims
 - iii) All inpatient hospital claims resulting in an outlier payment
 - iv) A statistically valid random sample to measure performance standards

OSEEGIB reserves the right to review the documented findings of the TPA's Quality Assurance program and/or periodically request a report.

- a) Describe in detail the TPA's Quality Assurance program.
 - b) Indicate the percentage of claims reviewed to assure accuracy of payment, and whether the percentage can be increased upon client request.
 - c) What is the frequency of such review?
 - d) 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.
 - e) What parameters trigger a desk audit?
 - f) Explain any controls the TPA has in place to detect fraud, waste and abuse by members or providers.
 - g) Describe the automated processes utilized to prompt additional action by an examiner or supervisor.
 - h) Describe the supervisory approval required prior to release of high dollar claims, and the dollar limits that can be released by claims examiners.
- 2) The TPA's corporate audit department shall perform independent quarterly audits. These audits shall be focused audits with the type of claims to be audited mutually agreed upon between OSEEGIB and the TPA. The audits shall be performed within forty-five (45) calendar days following the end of the quarter. The TPA shall provided documentation of its findings to OSEEGIB within fifteen (15) calendar days following the conclusion of the audit.
- a) Describe how the TPA will comply with this requirement.
 - b) Provide a copy of the audit program used by the corporate audit department for the focused audits.
- 3) The TPA shall obtain an annual SAS 70 Type II review from a National or Regional CPA firm with experience in performing SAS 70 Type II reviews.
- a) Provide a copy of the most recent SAS 70 Type II audit.
 - b) Does the TPA agree to this requirement?

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.

a) Does the TPA agree to this requirement?

5) Presently, Health Care Data Solutions, "HCDS," is an audit consulting service that provides focused audits, DRG audits and other audits as directed by OSEEGIB. The current arrangement with OSEEGIB involves on site audit visits and overpayment recovery. HCDS works closely with the TPA analyzing the audit findings. The TPA provides supporting documentation and reconciles the overpayments.

a) Describe the TPA's experience working with HCDS or a similar auditing firm.

G. Performance Standards

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 Invitation To Bid, "ITB," and RFP 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 will 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.

a) Did the TPA describe any performance standards, incentives and/or damages that it would propose that are not described in this RFP?

b) Did the TPA agree to the performance standards detailed in this section?

2) OSEEGIB shall incur no damages for the TPA's failure to meet the minimum performance standards.

- a) Did the TPA agree to the performance standards detailed in this section?
- 3) 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 damaged 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.
 - a) Did the TPA agree to the performance standards detailed in this section?
- 4) The TPA shall not be assessed any damages for failure to meet the minimum performance standards for the first quarter of this contract.
 - a) Did the TPA agree to the performance standards detailed in this section?
- 5) Performance standards shall be measured on a quarterly basis, except for the backlog that shall be measured on a weekly basis.
 - a) Did the TPA agree to the performance standards detailed in this section?
- 6) Each month a statistically valid random sample shall be used to measure the accuracy standards. The TPA shall not include more than three percent (3%) of 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.
 - a) Did the TPA agree to the performance standards detailed in this section?

FINANCIAL 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	1 st Occurrence: 99% to 100% = 0% 98% to 98.9% = 3% Below 98% = 5% 2 nd Occurrence: 99% to 100% = 0% 98% to 98.9% = 6% Below 98% = 10%

	one another.	
Payment Accuracy	The number of correct payments divided by the total number of payments made in the audit sample.	<p>1st Occurrence: 95% to 100% = 0% 94% to 94.9% = 3% Below 94% = 5%</p> <p>2nd Occurrence: 95% to 100% = 0% 94% to 94.9% = 6% Below 94% = 10%</p>
Processing 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.	<p>1st Occurrence: 95% to 100% = 0% 93% to 94.9% = 1% Below 93% = 2%</p> <p>2nd Occurrence: 95% to 100% = 0% 93% to 94.9% = 2% Below 93% = 4%</p>

TELEPHONE STANDARD

Standard	Definition	Damages Assessed Quarterly:
Telephone Response Time	The amount of time that elapses before a call is answered.	<p>Answered within 30 seconds:</p> <p>1st Occurrence: 80% to 100% = 0% 75% to 79.9% = 1% Below 75% = 2%</p> <p>2nd Occurrence: 80% to 100% = 0% 75% to 79.9% = 2% Below 75% = 4%</p>
Telephone Abandonment Rate	The number of telephone calls abandoned as a percentage of total calls received into the telephone system.	<p>1st Occurrence: 0% to 5% = 0% 5.1% to 7% = 1% Above 7% = 2%</p> <p>2nd Occurrence: 0% to 5% = 0% 5.1% to 7% = 2% Above 7% = 4%</p>

REPORT DELIVERY STANDARD

Standard	Definition	Damages Assessed Quarterly:
Report Delivery		\$100 per day per report or tape from the date it is due until the date it is delivered.

TURNAROUND TIME (TAT) STANDARD

Standard	Definition	Damages Assessed Quarterly:
EDI TAT	All auto adjudicated electronic claims including Medicare submissions shall have final action within seventy-two (72) hours.	1 st Occurrence: 98% to 99.9% = 2% 95% to 97.9% = 5% Below 95% = 8% 2 nd Occurrence: 98% to 99.9% = 4% 95% to 97.9 = 10% Below 95% = 16%

Paper Claims, Adjustments, Checks, Correspondence, and EDI or electronic Medicare Claims Requiring Manual Intervention TAT

For these types of items, there are two TAT standards. The first standard is an initial processing TAT standard and the second standard is a final action TAT standard. The initial TAT standard requires that 95% of all such items shall be paid, rejected or pended within fourteen (14) business days from receipt of the claim. The final action TAT standard requires that 98% of all such items, excluding orthodontics, shall have final action within forty-five (45) business days of receipt.

The TPA shall track all such items by category included in the weekly ending backlog and provide a separate aging report depicting the number of business days from receipt of an item.

The TAT performance standards are based upon all such items included in the weekly ending backlog and not on the random audit sample.

CLAIMS PROCESSING STANDARD

Standard	Definition	Damages Assessed Quarterly:
Claims, Adjustments, Checks, Correspondence and EDI or electronic Medicare Claims Requiring Manual	All such items must be paid, denied, or pended within fourteen (14) business days of receipt.	1 st Occurrence: 95% to 100% = 0% 85% to 94.9% = 2% Below 85% = 5% 2 nd Occurrence:

Intervention Turnaround Time		95% to 100% = 0% 85% to 94.9% = 4% Below 85% = 10%
Claims, Adjustments, Checks, Correspondence, and EDI or electronic Medicare Claims Requiring Manual Intervention Final Turnaround Time	All such items must have final action within forty-five (45) business days of receipt.	1 st Occurrence: 98% to 100% = 0% 90% to 97.9% = 2% Below 90% = 5% 2 nd Occurrence: 98% to 100% = 0% 90% to 97.9% = 4% Below 90% = 10%

Contract Compliance

Standard	Definition	Damages Assessed Quarterly:
Compliance with each contractual obligation.	Each obligation specified in the Technical and Minimum section, the Scope of Services section and imposed by the TPA’s response to the questionnaire.	1 st Occurrence: 0 to 14 business days = 0% 14.1 to 16 business days = .25% More than 16 business days = .5% 2 nd Occurrence: 0 to 14 business days = 0% 14.1 to 16 business days = .25% More than 16 business days = .5%

7) The ID cards must be mailed via first-class mail within five (5) business days of receipt of eligibility information from which it is prepared. The TPA agrees that the aforementioned standard is reasonable, does not exceed industry standards and impact OSEEGIB’s workflow. Failure to meet the performance standard shall result in an assessment of actual damages, provided actual damages can be calculated. In the event the standard is not met and actual damages cannot be calculated, the TPA agrees to pay OSEEGIB the cumulative amount of Two Hundred Dollars (\$200.00) per day per eligibility export file, which is a reasonable amount to compensate OSEEGIB for the TPA’s failure to perform.

a) Does the TPA agree to the performance standards detailed in this section?

H. Reporting

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.

- a) Describe the TPA's procedures to accomplish this requirement.
 - b) Provide a copy of a daily, error and reject eligibility report.
- 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.
- a) Describe the TPA's procedures to accomplish this requirement.
 - b) Provide OSEEGIB with a copy of a quarterly eligibility compare and reconciliation report.
- 3) When applicable, reports shall be configured to provide data in an electronic format within the following parameters:
- Plan:
 - HealthChoice, Basic, USA and HDHP
 - Medicare Supplement High and Low
 - Life Plan
 - Dental
 - Accounts:
 - State
 - Education
 - Local government
 - Entity:
 - Employer or Group
 - Rate Category:
 - Active
 - Retired Pre-Medicare
 - Medicare
 - Rate Class:
 - Member
 - Spouse
 - Dependent – 1 child
 - Dependent – 2 or more children
 - DRS
 - Location
 - Client
 - DOC
 - Entity
 - Facility, Prison
 - Inmate
- a) Does the TPA agree to this requirement?

- 4) The TPA shall comply with the reporting requests found in EXHIBIT G.
 - a) Provide report examples that are included in EXHIBIT G, or provide sample reports the TPA is offering that would better serve OSEEGIB's needs.
 - b) Describe the TPA's ability to communicate information such as reports and email via the Internet.
 - c) 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.
 - d) Provide the average turnaround time associated with an ad hoc report request.
- 5) The TPA shall provide OSEEGIB with a quarterly management report sixty (60) days after a quarter ends and an annual management report sixty (60) days after year end for OSEEGIB, DRS and DOC accounts.
 - a) Provide examples of similar reports produced for other clients.
- 6) The TPA shall draft, maintain and update annually a benefit and procedures document for the DRS, DOC and any interagency agreements. These documents are used for the history of benefits, procedures and policies with DRS, DOC and OSEEGIB.
 - a) Provide a sample of the document described above.
- 7) The TPA shall provide financial information and a SAS 70 Type II report to OSEEGIB annually.
 - a) Provide a copy of the TPA's most recent SAS 70 Type II report.
- 8) The TPA will be responsible for providing weekly summary reporting of all ID cards produced. The report will provide the file date, turnaround time, member name and ID number.
 - a) Does the TPA agree to this requirement?
- 9) The TPA must provide access to detailed claims data. The current TPA exports key data fields into a SAS database and then extracts a text fixed-width file that is transmitted to OSEEGIB, where it is imported into a Microsoft SQL database on a monthly basis.

- a) Describe the TPA's ability to provide detailed claims data for data analysis.
- b) Does the TPA maintain an internal data warehouse? If so, describe the system and functionality.
- c) Is the data available to be viewed and queried remotely? If so, describe.

I. General Administration

- 1) The TPA shall provide and issue warrants or drafts. The drafts shall be drawn upon a designated OSEEGIB account on which claim payments 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.
 - a) Does the TPA agree to this requirement?
- 2) The TPA must demonstrate the ability to effectively interface electronically and operationally with OSEEGIB's eligibility system. The TPA must demonstrate its ability to receive and process eligibility, maintaining an accurate representation of OSEEGIB member 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 eligibility and enrollment data from OSEEGIB. The TPA shall use the eligibility data in the file format provided in Exhibit H.

SEE EXHIBIT H – OSEEGIB, DOC & DRS Eligibility File Layouts

If modifications are necessary to OSEEGIB'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 with OSEEGIB. OSEEGIB would consider a real-time replicated data environment as an alternative to batch if offered by the TPA.

- a) Does the TPA agree to this requirement?
 - b) If the TPA offers an alternative to the eligibility layout as described in Exhibit H, the TPA must provide written detailed description as to why it is unable or unwilling to adapt to the layout described.
 - c) Provide the TPA's policies and procedures for accepting daily eligibility and enrollment data.
 - d) State how long detailed claim and eligibility records are maintained online and the accessibility of that data when it is no longer online.
- 3) 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 T-1 direct line or Permanent Virtual Circuit, "PVC," implemented and maintained at the TPA's expense. The TPA shall additionally establish with OSEEGIB an alternate communication path utilizing an encrypted VPN via the Internet.
- a) Does the TPA agree to this requirement?
 - b) 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.
- 4) 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.
- a) Does the TPA agree to this requirement?
 - b) Describe the TPA's security and encryption standards and preferred method.
- 5) The TPA shall allow OSEEGIB, DRS and DOC staff concurrent remote access to its eligibility and claim system for inquiry access only.
- a) Does the TPA agree to this requirement?
 - b) Provide a technical description of how the TPA intends to meet this requirement.
- 6) All electronic mail between the TPA and OSEEGIB shall be routed across the established dedicated circuit or VPN and shall not traverse the Internet. The TPA shall dedicate an experienced networking specialist to serve as a liaison to OSEEGIB for network related issues.

- a) Does the TPA agree to this requirement?
 - b) Provide the TPA's network specialist liaison's title, relevant skills and years of experience.
- 7) The TPA shall provide claim payments by Electronic Funds Transfer "EFT."
- a) Describe in detail the TPA's ability for handling EFTs from the TPA to the providers.
- 8) 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.

SEE EXHIBIT I – Provider File Layout

- a) Describe the TPA's ability to interface effectively with OSEEGIB's provider files for the TPA to use in claims administration.
- b) 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) Describe the ongoing quality assurance initiative regarding this interface.
- d) Describe and provide a copy of the daily provider file error report and reconciliation process.

- 9) 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.
- a) Provide the TPA's technical contact title, relevant skills and years of experience.
 - b) Please describe the size, qualifications and experience of the TPA's Information Technology staff and how they will provide support to OSEEGIB.
- 10) 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 OSEEGIB and offered no less than six (6) months prior to use in production. Notice of minor program changes, fixes, modifications and enhancements that may impact the exchange of eligibility must be provided to OSEEGIB no less than thirty (30) days prior to use in production.
- a) Does the TPA agree to this requirement?
 - b) The TPA shall briefly describe its business recovery strategy to restore full business functionality in the event of a disruption in service or disaster.
- 11) 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 another OSEEGIB TPA that affects the performance of this agreement. Disputes arising between the TPA and other OSEEGIB TPAs shall be resolved at the direction of OSEEGIB.
- a) Describe in detail the TPA's experience with interfacing with other administrators.

- 12) The TPA shall provide all research, documentation and witnesses requested by OSEEGIB for grievance hearings and litigation arising from health, dental and life claims. Grievance hearings are docketed six to eight times a year. In 2006, the grievance panel heard 27 complaints.
- a) Does the TPA agree to provide necessary research, documentation and witnesses for hearings arising from disputed claims?
 - b) Describe the background and resume of the primary and secondary TPA staff that will handle disputed claims.
- 13) The TPA shall be represented at periodic meetings or functions as requested by OSEEGIB. The current TPA attends meetings at OSEEGIB on average six per month for purposes of meeting with OSEEGIB staff, HealthChoice providers, universities, other special interest groups, and to testify at grievance hearings.
- a) Does the TPA agree to this requirement?
- 14) The TPA shall receive all materials through separate designated post office boxes for OSEEGIB, DOC, and DRS accounts.
- a) Does the TPA agree to this requirement?
- 15) The TPA shall notify OSEEGIB of any current or prospective “significant event” on an ongoing basis to the extent permitted by law. 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:
- i) Disposal of major assets
 - ii) Any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract
 - iii) 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
 - iv) 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
 - v) The withdrawal of, or notice of the intent to withdraw, any license required under state or federal law
 - vi) Default on a loan or other financial obligations

- vii) Impairment of the security offered as a performance guarantee
 - viii) 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
 - ix) Changes in background information about the TPA or its subcontractor(s)
 - x) Reduction or changes in key personnel and any fluctuation of claims examiners, customer service representatives or claims adjusters
 - xi) Known or anticipated merger or acquisition
 - xii) Known, planned or anticipated stock sales
 - xiii) Any reorganization
 - xiv) Any litigation filed by a member against the TPA
 - xv) Any sale or corporate merger
 - xvi) Any name change
- a) Please provide the timeframe the TPA has in place to notify OSEEGIB of such events.
- b) Please describe the size, qualifications and experience of the TPA's account staff and how they will provide support to OSEEGIB.
- c) Identify those individuals located in the TPA's home office who will have ultimate responsibility for OSEEGIB's account.
- d) 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.
- e) 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.
- 16) It is the intention of OSEEGIB for the TPA to assume all processing functions on January 1, 2009, for new claims, precertifications, paper claims, prior authorizations, correspondence, adjustments and outstanding overpayments received, as well as run-in claims. The TPA shall be responsible for processing, within sixty (60) calendar days of the contract date, all outstanding unprocessed, pended health and dental claims received from the former TPA and for administrative services to resolve outstanding adjustments, returned checks,

correspondence and overpayments for OSEEGIB, DRS and DOC.

- a) Describe in detail the TPA's procedures to meet the above objectives with a sample business plan and timeline for OSEEGIB, DRS and DOC.
- b) Describe the TPA's claims processing and eligibility system, specifically identifying the following information:
 - i) Name and version if commercially available
 - ii) Internally maintained by the TPA or externally maintained pursuant to an independent contract
 - iii) Describe system hardware and software platform
 - iv) Describe the TPA's experience with the system
 - v) Location of data center where eligibility and claims data will be housed
 - vi) Location, number, skills and experience of developers
 - vii) Timeline for future modifications/enhancements
 - viii) Identify when the TPA's system was put into production.

17) The TPA shall provide a detailed business plan, within thirty (30) days of the award of this contract, with time-commitments for each objective and task, specific to OSEEGIB's current status, as well as separate business plans for 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, 2009, including, but not limited to:

- i) Transfer of claims history file to include all open and active prior authorizations and pre-certifications
- ii) Eligibility
- iii) Ongoing training for all areas to include OSEEGIB, DRS and DOC
- iv) 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
- v) 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
- vi) Providing all hardware, software and telecommunications equipment required to adjudicate claims
- vii) Expanding the TPA business where necessary to administer the contract

a) Does the TPA agree to this requirement?

18) In accordance with 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 payment of invoices are subject to subsequent adjustments based upon proper documentation.

a) Does the TPA agree to this requirement?

19) 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:

- i) Reviewing questionable claims for medical necessity and providing recommendations in accordance with OSEEGIB's guidelines
- ii) Review and provide recommendations for appeals, contested cases and litigation
- iii) Review and provide recommendations for pre-determinations of health and dental benefits
- iv) Reporting to OSEEGIB any inconsistencies identified in benefit definitions or benefit levels
- v) Completing reviews of medical referrals within seven (7) calendar days of the date referred, assuming all information is available
- vi) Conferring with OSEEGIB's consultants. All final decisions shall be made by OSEEGIB

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

20) OSEEGIB's medical trend ended 2006 at 6.5% for active and pre-Medicare members and 7.4% for Medicare members.

a) Describe the services the TPA can offer to reduce/minimize that trend.

b) Are the aforementioned services included in the TPA's administrative fee or are they being offered at additional cost to OSEEGIB? If the latter, please identify in Financial Proposal.

- 21) The TPA shall play a role in the administration of innovative, responsive and cost-effective health and dental initiatives acceptable to OSEEGIB.
- a) Identify specific challenges facing the TPA and OSEEGIB in regard to this RFP.
 - b) Within the utilization management and health and dental benefit management industry, what sets your company apart from the competition?
 - c) What added value could the TPA provide other than standard TPA services? Describe in detail and provide a cost savings that quantifies the added value.
- 22) 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.
- a) 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.
 - b) Describe in detail the additional services, opportunities and the associated costs that the TPA can provide beyond the services required in the RFP.
- 23) 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 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. Reference attached file format that is required of the current debit card company.

SEE EXHIBIT J - Debit Card File Format

- a) Describe in detail the TPA's experience in working with this debit card company or similar companies.

- b) Describe in detail the process that the TPA would follow to accommodate these transactions with a debit card company.
 - c) Does the TPA agree to perform this request?
- 24) 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.
- a) Describe in detail what the TPA can provide regarding Fraud Hotline services.
 - b) Provide a summary of the TPA's experience with Fraud Hotline services.
- 25) 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.
- a) Does the TPA agree to this requirement?
- 26) The TPA must assign the warrant numbers for DRS and send this data on the Issues File to DRS. 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.
- a) Does the TPA agree to this provision?
- 27) The OHCA, managing the Oklahoma Medicaid population, annually provides the TPA with an eligibility file in HIPAA ANSI X12N 270/271 file format for comparison to the OSEEGIB eligibility file.
- a) Can the TPA continue file comparisons with the 270/271 format?
- 28) OSEEGIB actively participates in discussions researching future initiatives of Electronic Health Records.
- a) Describe the TPA's objectives related to Electronic Health Record

initiatives.

29) 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.

a) Describe the TPA's ability to access the Workflow database.

30) Presently OSEEGIB contracts with Buck Consulting for cost containment consulting services. The contract provides for review of all HealthChoice fee schedules, reimbursement methodologies, provider contract input, benefit analysis, etc. Buck Consulting subcontracts with Ingenix to perform the required consulting services.

a) Describe the TPA's experience and the scope of projects in which it has interfaced with Buck Consulting and Ingenix specifically, and if the TPA's experience extends to other Consultants for similar services, please describe.

b) Does the TPA agree to this requirement?

31) Prior to January 1, 2009, the TPA shall execute a Disaster Recovery Agreement with OSEEGIB. The current TPA Disaster Recovery Agreement can be viewed at Exhibit K.

a) Does the TPA agree to the terms of the Disaster Recovery Agreement as presently drafted?

J. Financial Proposal

OSEEGIB will only accept financial proposals for all services required by this RFP, calculated on a per primary HealthChoice member per month basis for the plans offered by OSEEGIB. When calculating the aforementioned per primary per month cost, the population to be used shall be the primary member in each of the HealthChoice health plans, excluding the DRS, DOC, Dental and Life plan enrollments. As described in Exhibit A of this RFP, that population as of April 30, 2007, was 128,671. The TPA cannot charge separate startup costs.

<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

- a) 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.
- b) How does the TPA propose to profit from this contract?
- c) If the TPA is offering services that are not included in the administration fee, identify those services separately and the fees associated thereto.
- d) If the TPA is offering services that may be future considerations for OSEEGIB identify those services separately and the corresponding fees.

V. Bidding Requirements

A. Issuing Office

This RFP is issued by the Department of Central Services on behalf of the Oklahoma State and Education Employees Group Insurance Board.

All proposals must be submitted in accordance with the policies, procedures, requirements and dates set forth below:

No late proposal will be accepted. An original signed in ink, ten (10) copies and one CD of the proposal must be submitted by 10:30 a.m., August 30, 2007 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) 522-1078
Email: Irene.Bowman@dcs.state.ok.us

The original must be so marked and **must contain the completed Department of Central Services, Central Purchasing Division Solicitation Request sheets and must have a Competitive Bid Non-collusion Affidavit with an original signature of a person authorized to make commitments for the company, must be signed in ink and must be notarized.** A facsimile or photocopy of an original signature will not be accepted. **These documents should be placed at the front of the submitted proposal.** Proposals must be delivered to the Department of Central Services, Central Purchasing Division. **Proposals failing to be delivered to the proper address shall be eliminated from further consideration.**

B. Proposal Process

The proposal shall 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 shall then forward the acceptable proposals to OSEEGIB.

OSEEGIB's Evaluation Committee shall in turn review for compliance with Minimum Requirements. Proposals that do not meet Minimum Requirements shall not be considered further.

OSEEGIB shall then review the acceptable proposals in their entirety. The end result of that process shall 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 shall invite selected TPAs to Oklahoma City for discussions and demonstration or OSEEGIB may request a TPA site visit.

If OSEEGIB determines that one of the proposals is preferred and acceptable, the DCS shall be notified and the negotiations with that TPA shall begin. If the vendor and OSEEGIB cannot conclude this negotiation phase, OSEEGIB may begin negotiations with the next ranked TPA. If one proposal is not preferred, OSEEGIB reserves the right to negotiate with multiple TPAs simultaneously.

When negotiations are finished, the DCS will complete its processes, likely resulting in a contract award and all TPAs submitting responses will be notified.

C. Proposal Format

Proposals shall be prepared in the format described below. Failure to comply with the specified format may lead to a TPA's proposal being declared non-responsive. OSEEGIB is especially concerned that the format of the proposal sequentially responds to the Minimum Requirements, Scope of Services, Contractual Requirements, and other questions that may 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.

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 bidder 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.

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

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.

D. Proposals Are Subject to Oklahoma Open Records Act

To the extent permitted by the Oklahoma Open Records Act, 51 O. S. (2001) § 24A.1-27, the TPAs' proposals shall 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 shall not be considered confidential after a contract is awarded.

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.

Proposals marked as proprietary and/or confidential shall not be considered. If a bidder believes that any information in its proposal constitutes a trade secret and needs such information not to be disclosed if requested by a member of the public, the bidder shall submit that portion of its response in a sealed envelope accompanied by a letter explaining in detail why such information is a trade secret and requires the privilege of confidentiality. Such privilege will be determined by the sole discretion of the Department of Central Services.

E. Restrictions on Communication with OSEEGIB Staff

From the issue date of this RFP until a TPA is selected, vendors are not allowed to discuss this RFP with any OSEEGIB Board member, employee or any consultant to OSEEGIB. This restriction shall not prohibit discussions needed by current vendors to perform their jobs. Any violation of this restriction shall result in disqualification.

F. Sole Contact

If the TPA has questions regarding 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) 522-1078
Email: Irene.Bowman@dcs.state.ok.us

G. Information from One TPA Concerning Another Is Prohibited

TPAs are advised that OSEEGIB is not interested in, nor shall 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 may 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.

H. Revisions to the RFP and/or Responses

OSEEGIB may 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.

During the evaluation period, TPAs may be requested to present supplemental information until the date a contract is awarded, clarifying its proposal. This supplemental information must be submitted in writing and will be included as a formal part of the TPA's proposal.

I. Proposal Withdrawal

A submitted proposal may be withdrawn by a written request signed by the TPA:

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

and copied to

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

J. Incurred Expenses

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.

K. Notification of Award

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.

VI. General Contractual Provisions

As stated in Section III, Minimum Requirements, of this RFP, the TPA must affirm its understanding of contractual provisions and agree to comply with those provisions for the duration of the contract.

A. Acceptance of Offer

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, but subsequently that contract was terminated.

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.

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; and, if awarded the contract, the TPA shall not be entitled to additional compensation, relief or time by reason of the error or its later correction.

B. Contractual Term

The contract being proposed is for a one (1)-year term effective January 1, 2009, with four (4) one-year renewals at the option of OSEEGIB. 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 the services is in the members' best interest.

C. Termination

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 of the data bases and their application) used in the

administration of the program. Coordination of this transfer is vital to the continuity of the 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.

At the close of business on the termination date, the TPA shall transfer to OSEEGIB or its designee all remaining files, databases, correspondence and any other information pertaining to the plan. All unprocessed claims including, but not limited to, adjustments, correspondence, returned checks and pended claims shall be delivered to OSEEGIB immediately upon termination.

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.

OSEEGIB and the Department of Central Services may 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 may terminate this contract without cause upon giving the TPA one hundred-eighty (180) days written notice.

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.

The TPA, OSEEGIB and the Department of Central Services 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.

In order to minimize the disruption of ongoing services, the acceptable ending backlog to be assumed by the new TPA shall not exceed thirty (30) calendar days. The acceptable ending backlog shall be calculated by dividing the total number of claims received in the final three (3) months of the contract by the number of days in the final three (3) months of the contract and multiplying by thirty (30) calendar days.

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.

D. Electronic and Information Technology Accessibility Standards

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. The Information Technology Accessibility Standards may be viewed at www.ok.gov/DCS/Central_Purchasing

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.

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.

E. Confidentiality and HIPAA Requirements

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 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 Scope of Services described in this RFP, or with prior written approval from OSEEGIB.

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.

1) Definitions

- a) "Business Associate" shall have the meaning given to Business

Associate under the Privacy Rule, including, but not limited to, 45 CFR § 160.103.

- b) “Contract” shall mean the definition of contract as defined in Section VI, paragraph (K) of the RFP.
- c) “Data Aggregation” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR § 164.501.
- d) “Designated Record Set” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR § 64.501.
- e) “Health Care Operations” shall have the meaning given to such term under the Privacy Rule including, but not limited to, 45 CFR § 164.501.
- f) “HIPAA” means Health Insurance Portability and Accountability Act of 1996.
- g) “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
- h) “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.
- i) “Privacy and Security Rule” shall mean the HIPAA Regulations codified at 45 CFR Parts 160 through 164.
- j) “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]
- k) “Protected Information” shall mean PHI provided by OSEEGIB to or created or received by the TPA on OSEEGIB’s behalf.

- l) “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR §164.103
- m) “Security Incident” shall have the same meaning as “security incident” in 45 CFR §164.304.

2) Obligations of the TPA

- a) 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 may 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) 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 may 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 Section (3) of this 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 will 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)]
- c) 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)]

- d) 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)]

- e) 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)]

- f) 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)]

- g) Accounting Rights. Within ten (10) days of notice by OSEEGIB of a request for an accounting of disclosures of Protected Information, the TPA and its agents or subcontractors shall make available to OSEEGIB the information required to provide an accounting of disclosures to enable OSEEGIB to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528. As set forth in, and as limited by, 45 CFR § 164.528, the TPA may account for but is not required to provide an accounting to OSEEGIB of disclosures described as exceptions to an accounting for disclosures in 45 CFR § 164.528 (a)(1) (I through ix). The TPA agrees to implement a process that allows for an accounting to be collected and maintained by the TPA and its agents or subcontractors, subject to the exceptions, 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 reasonable 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. In the event that the request for an accounting is delivered directly to the TPA or its agents or subcontractors, the TPA shall within five (5) days of a request forward it to OSEEGIB in writing and provide OSEEGIB an accounting according to 45 CFR § 164.528 (b)(c)(d) to the extent applicable to TPA. It shall be OSEEGIB's responsibility deliver any such accounting requested to the individual. [45 CFR § 164.504(e)(2)(ii)(G)]

- h) 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.
- i) 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)]
- j) Data Ownership. The TPA acknowledges that the TPA has no ownership rights with respect to the Protected Information.
- k) Retention of Protected Information. The TPA and its subcontractors or agents shall transmit the Protected Information described in the Contract to OSEEGIB on 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)]
- l) 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 or confidential information 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 will coordinate with OSEEGIB to control the investigation or any notification procedures related to the incident.

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 will make such report to the OSEEGIB HIPAA Security Officer and the Chief Information 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.

- m) Audits, Inspection and Enforcement. Upon request, the TPA agrees that OSEEGIB or its designee, may 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.

3) Special Uses and Disclosures

- a) TPA may create, receive, use, or disclose PHI related to OSEEGIB Plan participants 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 benefits and/or identified in the Contract. TPA may 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) TPA may, consistent with the Privacy Rule, use or disclose PHI that Business Associate receives in its capacity as manager of benefits and in its capacity as 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 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 TPA may have assumed pursuant to contracts, agreements, or understandings other than the terms of the Contract.
- c) TPA may 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 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.
- d) TPA may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.502.
- e) Any right of 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.

4) Obligations of OSEEGIB

- a) 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) 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 may affect TPA use or disclosure of PHI, and shall also notify TPA of any material change in privacy practices and procedures of OSEEGIB.
 - c) 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 may affect TPA use and disclosure of PHI.
 - d) 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 may 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.
 - e) 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 shall accommodate the request to the extent feasible.
 - f) 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.
- 5) Termination
- a) Material Breach. A breach by the TPA of any material provision of the terms of the Business Associate Agreement Section of the Contract may 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) 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)]

- c) Effect of Termination. Upon termination of the Contract 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, and shall retain no copies of such Protected Information. If return is not feasible, the TPA shall continue to extend the protections described in the Contract to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. TPA may 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. [45 CFR § 164.504(e)(ii) (I)]

F. Appropriated Funds

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 will not seek appropriations and will 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 (Go to Site Map, About OSEEGIB, Annual Financial Statement)

G. Records

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.

H. Right to Audit

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:

- 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, microfilm, and microfiche, imaged and magnetically-stored data which relate to this contract.
- 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.
- 3) The TPA shall assist OSEEGIB by promptly providing requested records and data and reasonable access to the TPA's personnel.
- 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.
- 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.

I. OSEEGIB Record and Data Confidentiality

Although OSEEGIB is subject to the Oklahoma Open Records Act, 51 O.S. (2001) §§ 24A.1-24A.24, 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.

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.

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.

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.

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.

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.

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.

This entire Section shall survive any termination, renewal, extension or amendment of this Contract.

J. Contract Defined

This RFP, together with the TPA's response, exhibits, written questions and clarifications, amendments or revisions signed by both parties and presented to the Department of Central Services and the Department of Central Services' 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 Oklahoma Department of Central Services awards the purchase order to the successful TPA.

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.

K. Performance Security

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 (\$1,000,000.00) with OSEEGIB as the sole beneficiary. The TPA shall further provide a performance bond in the amount of Four Million Dollars (\$4,000,000.00). In lieu of the fidelity bond and the performance bond, the TPA may provide an irrevocable letter of credit in the amount of One Million Dollars (\$1,000,000.00) for a fidelity breach and Four Million Dollars (\$4,000,000.00) for breach in performance. If the TPA is a subsidiary of another corporation, the parent corporation must additionally guarantee and indemnify the performance of the subsidiary.

Additionally, the TPA shall contemporaneously furnish a Certificate of Insurance from an insurer to OSEEGIB, certifying that liability coverage is in effect and that OSEEGIB is the sole beneficiary. Written notice must be received by OSEEGIB at least twenty (20) days prior to date of cancellation.

The bonds and/or irrevocable letters of credit shall be issued from a reliable surety company or national bank that is acceptable to OSEEGIB.

L. Hold Harmless

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 the TPA employees, consultants, 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 damages 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.

M. Fiduciary

The TPA shall become a fiduciary to OSEEGIB as defined at 74 O.S. (2001) § 1305.2.

N. Designation of Personnel

OSEEGIB may 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.

O. Severability

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.

P. Notice

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 United States Postal Service, "USPS," postage prepaid, by certified mail, return receipt requested, to OSEEGIB at 3545 N.W. 58th, Suite 1000, Oklahoma City, Oklahoma 73112, or to 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.

Q. Supremacy of State Statutes

This contract is subject to all applicable Oklahoma State Statutes, OSEEGIB 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 in accordance with the laws of the State of Oklahoma. Jurisdiction and venue for and any litigation between OSEEGIB and the TPA shall occur in either a State or Federal court in Oklahoma County, Oklahoma.

R. Force Majeure

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.

S. Assignments

This contract may not be assigned in whole or in part.

EXHIBIT A

HealthChoice Membership As Of 4/30/2007

EXHIBIT B

Identification of DRS & DOC Participants

EXHIBIT B

Department of Rehabilitation	7,969
Department of Corrections	19,761

EXHIBIT C

HealthChoice Paid Claims History

EXHIBIT C

HealthChoice Paid Claims 2006				
	Health	Dental	Life	Medicare
Total \$ Paid	\$ 445,773,501.18	\$ 47,208,761.12	\$ 16,568,257.83	\$ 45,318,973.12
Total # of Claims Received	1,836,304	348,183	1,603	968,853
Avg. # of Claims Received per Month	153,025	29,015	133.5	80,738
Total # of Claims Received via EDI	1,199,930	136,085	Not Applicable	840,120
% of EDI Claims to Total	65.34%	39.08%	Not Applicable	45.75%
% Processed Without Manual Intervention	45.87%	73.06%	Not Applicable	69.77%
% Processed With Manual Intervention	54.13%	26.94%	Not Applicable	30.23%

Auto Adjudication		
	Current Auto Adjudication Rate	66%
	Avg. # Claims that go thru Auto Adjudication With Manual Intervention per Day	Health 7,136 per day; Dental 890 per day
	Avg. # Claims Received that Require Manual Intervention	Electronically from EDI and Medicare = Health 2,469 per day; Dental 122 per day
	Paper only	Health 1,404 per day; Dental 342 per day
Customer Service Calls		
	Avg. # Calls Received	1,625 (not including IVR)
	Minimum # Calls per Day	1,000 (not including IVR)
	Maximum # Calls per Day	2,056 (not including IVR)
IVR		
	# of Calls Received per Year	45,237

EXHIBIT C

	Avg. # of Calls Received per Month	3,770
Web Stats		
	Avg. # of hits to Member Website per Month for 7/2006 – 12/2006	11,658
	Avg. # of hits to Provider Website per Month for 7/2006 – 12/2006	15,642

Pre-Certification for Calendar Year 2006	
Total # Requested for Inpatient Procedures	11,509 Cases (8,455 Patients)
Total # Requested for Outpatient Surgical Procedures	387 Cases (364 Patients)

EXHIBIT D

DRS & DOC Paid Claims History

EXHIBIT D

Department of Rehabilitation Services Paid Claims 2006	
	Health
Total \$ Paid	\$ 5,877,959.34
Total # of Claims Received	31,625
Avg. # of Claims Received per Month	2,635
Total # of Claims Received via EDI	2,532
Percentage of EDI Claims Total	0.08%
% Processed without Manual Intervention	0.00%
% Processed with Manual Intervention	100.00%

EXHIBIT D

Department of Corrections Paid Claims 2006	
	Health
Total \$ Paid	\$ 11,802,090.23
Total # of Claims Received	28,782
Avg. # of Claims Received per Month	2398.5
Total # of Claims Received via EDI	16,248
% of EDI Claims Total	56.45%
% Processed without Manual Intervention	0.00%
% Processed with Manual Intervention	100.00%

EXHIBIT E

Check Register File Format

CHECK REGISTER FORMAT

A.C.E.S. ISSUE FILE RECORD LAYOUT

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	Alpha	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: THE REVENUE CODE IS REQUIRED WHEN SENDING PAY TYPE 'S'.
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

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 F

HDHP File Layout

EXHIBIT F

CDH Transaction Layout

Last Updated: January 2006

Field	Segment	Occurrence	Pic	Length	Position	Required	Secondary	DEFAULTS/REASON
Reserved	PROTOCOL	1	X(200)	200	1 - 200	Y		
Transmission Type	HEADER	1	X(2)	2	201 - 202	Y		
Request Code	HEADER	1	X(2)	2	203 - 204	Y		
Sender Id	HEADER	1	X(24)	24	205 - 228	Y		
Receiver Id	HEADER	1	X(10)	10	229 - 238	Y		
Resend Counter	HEADER	1	9(4)	4	239 - 242			0
Response Code	HEADER	1	X(2)	2	243 - 244			00
Reason Code	HEADER		X(2)	2	245 - 246			
Reserved	HEADER	1	X(9)	9	247 - 255			
Message Length	HEADER	1	9(5)	5	256 - 260			1500
Transaction Date	PROFILE	1	9(8)	8	261 - 268	Y		
Transaction Time	PROFILE	1	9(8)	8	269 - 276	Y		
Date Of Service	PROFILE	1	9(8)	8	277 - 284	Y		
Provider Type	PROFILE	1	X(2)	2	285 - 286	Y		
Provider ID	PROFILE	1	X(15)	15	287 - 301	Y		
Clm Ref Type	PROFILE	1	X(02)	2	302 - 303	Y		
Clm Ref Id	PROFILE	1	X(15)	15	304 - 318	Y		
Signature	PROFILE	1	X(26)	26	319 - 344	Y		
Type Of Benefit	PROFILE	1	X(2)	2	345 - 346	Y		
Network Ind	PROFILE	1	X(1)	1	347 - 347			0
Formulary ind	PROFILE	1	X(1)	1	348 - 348			0
Extended Coverage	PROFILE	1	X(1)	1	349 - 349			0
Event Code	PROFILE	1	X(2)	2	350 - 351	Y		
Passthru	PROFILE	1	x(30)	30	352 - 381			
Insurance Code	PROFILE	1	X(20)	20	382 - 401			
Single-Family-Ind	PROFILE	1	X(1)	1	402 - 402			0
Benefit Start Date	PROFILE	1	9(8)	8	403 - 410			00010101
Benefit End Date	PROFILE	1	9(8)	8	411 - 418			29991231
Source Keys	PROFILE	1	X(12)	12	419 - 430			
Claim Id	PROFILE	1	9(18)	18	431 - 448			
Claim Xref Id	PROFILE	1	9(18)	18	449 - 466			
Partial Fill Ind	PROFILE	1	X(1)	1	467 - 467			

Type Of Adjustment	PROFILE	1	X(1)	1	468 -	468			
Subscriber Id	ELIG-PAT	1	X(20)	20	469 -	488	Y		
Group Id	ELIG-PAT	1	X(15)	15	489 -	503	Y		
First name	ELIG-PAT	1	X(25)	25	504 -	528	Y		
Last Name	ELIG-PAT	1	X(35)	35	529 -	563			
Person No	ELIG-PAT	1	X(3)	3	564 -	566			
Relationship	ELIG-PAT	1	X(1)	1	567 -	567	Y		
Date Of Birth	ELIG-PAT	1	9(8)	8	568 -	575	Y		
Gender	ELIG-PAT	1	X(1)	1	576 -	576	Y		
State	ELIG-PAT	1	X(2)	2	577 -	578			
Subscriber Last Name	ELIG-PAT	1	X(35)	35	579 -	613			
Original Auth/MHS last Update Timestamp	ELIG-EXT	1	X(40)	40	614 -	653			
Current Auth	ELIG-EXT	1	X(40)	40	654 -	693			
Reserved	ELIG-EXT	1	X(12)	12	694 -	705			
Passthru	ELIG-EXT	1	X(50)	50	706 -	755			
Partner Subscriber Id	ELIG-EXT	1	X(20)	20	756 -	775			
Partner Group Id	ELIG-EXT	1	X(15)	15	776 -	790			
Partner PatID/Person No	ELIG-EXT	1	X(9)	9	791 -	799			
Number of Items	SOURCE	1	9(2)	2	800 -	801	Y		
Product Id	SOURCE	1	X(10)	10	802 -	811			
Reserved	SOURCE	1	X(14)	14	812 -	825			
Sign Bit For remaining	SDETAILS	1	X(1)	1	826 -	826	Y		
Sign Bit For remaining	SDETAILS	2	X(1)	1	827 -	827		Y	IF Number of Items > 1
Sign Bit For remaining	SDETAILS	3	X(1)	1	828 -	828		Y	IF Number of Items > 2
Sign Bit For remaining	SDETAILS	4	X(1)	1	829 -	829		Y	IF Number of Items > 3
Sign Bit For remaining	SDETAILS	5	X(1)	1	830 -	830		Y	IF Number of Items > 4
Sign Bit For remaining	SDETAILS	6	X(1)	1	831 -	831		Y	IF Number of Items > 5
Type of Benefit Acct	SDETAILS	1	X(2)	2	832 -	833	Y		
Participation-type	SDETAILS	1	X(1)	1	834 -	834	Y		
Current Amt	SDETAILS	1	9(8)V99	10	835 -	844	Y		
CR-DB Ind	SDETAILS	1	X(1)	1	845 -	845	Y		
Accumulated Amount	SDETAILS	1	9(8)V99	10	846 -	855	Y		
Remaining Amt	SDETAILS	1	9(8)V99	10	856 -	865	Y		
Type of Benefit Acct	SDETAILS	2	X(2)	2	866 -	867		Y	IF Number of Items

										> 1
Participation-type	SDETAILS	2	X(1)	1	868	-	868		Y	IF Number of Items > 1
Current Amt	SDETAILS	2	9(8)V99	10	869	-	878		Y	IF Number of Items > 1
CR-DB Ind	SDETAILS	2	X(1)	1	879	-	879		Y	IF Number of Items > 1
Accumulated Amount	SDETAILS	2	9(8)V99	10	880	-	889		Y	IF Number of Items > 1
Remaining Amt	SDETAILS	2	9(8)V99	10	890	-	899		Y	IF Number of Items > 1
Type of Benefit Acct	SDETAILS	3	X(2)	2	900	-	901		Y	IF Number of Items > 2
Participation-type	SDETAILS	3	X(1)	1	902	-	902		Y	IF Number of Items > 2
Current Amt	SDETAILS	3	9(8)V99	10	903	-	912		Y	IF Number of Items > 2
CR-DB Ind	SDETAILS	3	X(1)	1	913	-	913		Y	IF Number of Items > 2
Accumulated Amount	SDETAILS	3	9(8)V99	10	914	-	923		Y	IF Number of Items > 2
Remaining Amt	SDETAILS	3	9(8)V99	10	924	-	933		Y	IF Number of Items > 2
Type of Benefit Acct	SDETAILS	4	X(2)	2	934	-	935		Y	IF Number of Items > 3
Participation-type	SDETAILS	4	X(1)	1	936	-	936		Y	IF Number of Items > 3
Current Amt	SDETAILS	4	9(8)V99	10	937	-	946		Y	IF Number of Items > 3
CR-DB Ind	SDETAILS	4	X(1)	1	947	-	947		Y	IF Number of Items > 3
Accumulated Amount	SDETAILS	4	9(8)V99	10	948	-	957		Y	IF Number of Items > 3
Remaining Amt	SDETAILS	4	9(8)V99	10	958	-	967		Y	IF Number of Items > 3
Type of Benefit Acct	SDETAILS	5	X(2)	2	968	-	969		Y	IF Number of Items > 4
Participation-type	SDETAILS	5	X(1)	1	970	-	970		Y	IF Number of Items > 4
Current Amt	SDETAILS	5	9(8)V99	10	971	-	980		Y	IF Number of Items > 4
CR-DB Ind	SDETAILS	5	X(1)	1	981	-	981		Y	IF Number of Items > 4

										> 4
Accumulated Amount	SDETAILS	5	9(8)V99	10	982	-	991		Y	IF Number of Items > 4
Remaining Amt	SDETAILS	5	9(8)V99	10	992	-	1001		Y	IF Number of Items > 4
Type of Benefit Acct	SDETAILS	6	X(2)	2	1002	-	1003		Y	IF Number of Items > 5
Participation-type	SDETAILS	6	X(1)	1	1004	-	1004		Y	IF Number of Items > 5
Current Amt	SDETAILS	6	9(8)V99	10	1005	-	1014		Y	IF Number of Items > 5
CR-DB Ind	SDETAILS	6	X(1)	1	1015	-	1015		Y	IF Number of Items > 5
Accumulated Amount	SDETAILS	6	9(8)V99	10	1016	-	1025		Y	IF Number of Items > 5
Remaining Amt	SDETAILS	6	9(8)V99	10	1026	-	1035		Y	IF Number of Items > 5
Number of Items	TARGET	1	9(2)	2	1036	-	1037	Y	00	IF nothing to send
Disposition	TARGET	1	X(1)	1	1038	-	1038			
Reserved	TARGET	1	X(19)	19	1039	-	1057			
Sign Bit For remaining	TARGET	1	X(1)	1	1058	-	1058		Y	IF Number of Items > 0
Sign Bit For remaining	TARGET	2	X(1)	1	1059	-	1059		Y	IF Number of Items > 1
Sign Bit For remaining	TARGET	3	X(1)	1	1060	-	1060		Y	IF Number of Items > 2
Sign Bit For remaining	TARGET	4	X(1)	1	1061	-	1061		Y	IF Number of Items > 3
Sign Bit For remaining	TARGET	5	X(1)	1	1062	-	1062		Y	IF Number of Items > 4
Sign Bit For remaining	TARGET	6	X(1)	1	1063	-	1063		Y	IF Number of Items > 5
Type of Benefit Acct	TDETAILS	1	X(2)	2	1064	-	1065		Y	IF Number of Items > 0
Participation-type	TDETAILS	1	X(1)	1	1066	-	1066		Y	IF Number of Items > 0
Current Amt	TDETAILS	1	9(8)V99	10	1067	-	1076		Y	IF Number of Items > 0
CR-DB Ind	TDETAILS	1	X(1)	1	1077	-	1077		Y	IF Number of Items > 0
Accumulated Amount	TDETAILS	1	9(8)V99	10	1078	-	1087		Y	IF Number of Items > 0

Remaining Amt	TDETAILS	1	9(8)V99	10	1088 -	1097		Y	IF Number of Items > 0
Type of Benefit Acct	TDETAILS	2	X(2)	2	1098 -	1099		Y	IF Number of Items > 1
Participation-type	TDETAILS	2	X(1)	1	1100 -	1100		Y	IF Number of Items > 1
Current Amt	TDETAILS	2	9(8)V99	10	1101 -	1110		Y	IF Number of Items > 1
CR-DB Ind	TDETAILS	2	X(1)	1	1111 -	1111		Y	IF Number of Items > 1
Accumulated Amount	TDETAILS	2	9(8)V99	10	1112 -	1121		Y	IF Number of Items > 1
Remaining Amt	TDETAILS	2	9(8)V99	10	1122 -	1131		Y	IF Number of Items > 1
Type of Benefit Acct	TDETAILS	3	X(2)	2	1132 -	1133		Y	IF Number of Items > 2
Participation-type	TDETAILS	3	X(1)	1	1134 -	1134		Y	IF Number of Items > 2
Current Amt	TDETAILS	3	9(8)V99	10	1135 -	1144		Y	IF Number of Items > 2
CR-DB Ind	TDETAILS	3	X(1)	1	1145 -	1145		Y	IF Number of Items > 2
Accumulated Amount	TDETAILS	3	9(8)V99	10	1146 -	1155		Y	IF Number of Items > 2
Remaining Amt	TDETAILS	3	9(8)V99	10	1156 -	1165		Y	IF Number of Items > 2
Type of Benefit Acct	TDETAILS	4	X(2)	2	1166 -	1167		Y	IF Number of Items > 3
Participation-type	TDETAILS	4	X(1)	1	1168 -	1168		Y	IF Number of Items > 3
Current Amt	TDETAILS	4	9(8)V99	10	1169 -	1178		Y	IF Number of Items > 3
CR-DB Ind	TDETAILS	4	X(1)	1	1179 -	1179		Y	IF Number of Items > 3
Accumulated Amount	TDETAILS	4	9(8)V99	10	1180 -	1189		Y	IF Number of Items > 3
Remaining Amt	TDETAILS	4	9(8)V99	10	1190 -	1199		Y	IF Number of Items > 3
Type of Benefit Acct	TDETAILS	5	X(2)	2	1200 -	1201		Y	IF Number of Items > 4
Participation-type	TDETAILS	5	X(1)	1	1202 -	1202		Y	IF Number of Items > 4

Current Amt	TDETAILS	5	9(8)V99	10	1203 -	1212		Y	IF Number of Items > 4
CR-DB Ind	TDETAILS	5	X(1)	1	1213 -	1213		Y	IF Number of Items > 4
Accumulated Amount	TDETAILS	5	9(8)V99	10	1214 -	1223		Y	IF Number of Items > 4
Remaining Amt	TDETAILS	5	9(8)V99	10	1224 -	1233		Y	IF Number of Items > 4
Type of Benefit Acct	TDETAILS	6	X(2)	2	1234 -	1235		Y	IF Number of Items > 5
Participation-type	TDETAILS	4	X(1)	1	1236 -	1236		Y	IF Number of Items > 5
Current Amt	TDETAILS	6	9(8)V99	10	1237 -	1246		Y	IF Number of Items > 5
CR-DB Ind	TDETAILS	6	X(1)	1	1247 -	1247		Y	IF Number of Items > 5
Accumulated Amount	TDETAILS	6	9(8)V99	10	1248 -	1257		Y	IF Number of Items > 5
Remaining Amt	TDETAILS	6	9(8)V99	10	1258 -	1267		Y	IF Number of Items > 5
Have Custom Segment	CUSTOM	1	X(1)	1	1268 -	1268			
Number of Custom Amts	CUSTOM	1	9(02)	2	1269 -	1270		00	For Incoming
Amount-Type	CUSTOM	1	X(2)	2	1271 -	1272			
Current Amount	CUSTOM	1	9(8)V99	10	1273 -	1282			
Amount Sign	CUSTOM	1	X(1)	1	1283 -	1283			
Amount-Type	CUSTOM	2	X(2)	2	1284 -	1285			
Current Amount	CUSTOM	2	9(8)V99	10	1286 -	1295			
Amount Sign	CUSTOM	2	X(1)	1	1296 -	1296			
Amount-Type	CUSTOM	3	X(2)	2	1297 -	1298			
Current Amount	CUSTOM	3	9(8)V99	10	1299 -	1308			
Amount Sign	CUSTOM	3	X(1)	1	1309 -	1309			
Amount-Type	CUSTOM	4	X(2)	2	1310 -	1311			
Current Amount	CUSTOM	4	9(8)V99	10	1312 -	1321			
Amount Sign	CUSTOM	4	X(1)	1	1322 -	1322			
Amount-Type	CUSTOM	5	X(2)	2	1323 -	1324			
Current Amount	CUSTOM	5	9(8)V99	10	1325 -	1334			
Amount Sign	CUSTOM	5	X(1)	1	1335 -	1335			
Amount-Type	CUSTOM	6	X(2)	2	1336 -	1337			
Current Amount	CUSTOM	6	9(8)V99	10	1338 -	1347			
Amount Sign	CUSTOM	6	X(1)	1	1348 -	1348			
Amount-Type	CUSTOM	7	X(2)	2	1349 -	1350			

EXHIBIT G

Required Reports

DAILY REPORTS (Due Each Day)

1. Disbursement Register
2. Check Register
3. Provider File Error Report
4. Check Register: DOC
5. Error Reports: DOC
6. Run Controls: DOC
7. Open & Closed Event Report: Pre-Cert
8. Case Management & Multiple Admit: Pre-Cert
9. Out-of-Network Facility: Pre-Cert
10. Error Register: Pre-Cert

WEEKLY REPORTS (Due Each Monday)

1. Pended Claims Register
2. Pended Claims Register for Claims > \$50,000
3. OSEEGIB 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
4. 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
5. 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
6. Pended Claims Register: DOC (10th & 25th)
7. Paid Claims Listing: DOC (10th & 25th)

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

1. Mammogram Report for a specific provider for pended claims
2. Monthly Accumulator Limit
3. Outstanding Overpayments
4. Life Pending
5. All Life Check Register
6. All Medical Check Register
7. Monthly Check Register by Day
8. Customer Service Stats
9. Medical Director's Report of Claim Reviews
10. Outstanding Referrals from TPA to OSEEGIB
11. COB Savings
12. Medicare Count
13. Dental Utilization File to Buck Consultants
14. Health Utilization File to Ingenix
15. Member Website Usage
16. Provider Website Usage
17. Summary report of all Identification Cards produced
18. Paid Claims by Plan, Category and Rate Class
19. Lag Report by Plan, Category and Rate Class
20. Pending Maternity: Pre-Cert
21. Physician Advisor Reviews: Pre-Cert
22. Auditor Report: Pre-Cert
23. Transmission: Pre-cert
24. Service Code Recap: DRS
25. Diagnostic Code Recap: DRS
26. Plan/Coverage Code Recap: DRS
27. Procedure Code Recap: DRS
28. Age Recap By Sex :DRS
29. Paid Claims Listing : DRS
30. Check Register: DRS
31. Paid Claims Listing Register: DRS
32. Provider Recap :DRS

EXHIBIT G

33. Member Recap :DRS
34. Error Trend: DRS
35. Audit Findings: DRS
36. Eligible Client #'s: DRS
37. Charges/No Dups: DRS
38. Overpayment Report: DRS
39. Outstanding Overpayments: DOC
40. Audit Findings: DOC
41. Eligible Client #'s: DOC
42. Charges/No Dups: DOC

MONTHLY REPORTS (Due Within 10 Calendar Days Following the End of the Month)

43. Detailed Claim Data

MANUAL MONTHLY REPORTS (Due Within 15 Calendar Days Following the End of the Month) (All Performance Standard Reports will be separate for OSEEGIB, DRS and DOC)

44. Sum of Per Standards financial, payment, and processing accuracy
45. Sum of Per Standards for telephone response time and telephone abandonment rate
46. Sum of Per Standards for report delivery
47. Sum of Per Standards for EDI and Medicare – TAT
48. Sum of Per Standards for claims, adjustments, checks, correspondence, EDI, Medicare, requiring manual intervention – TAT
49. Sum of Per Standards for claims, adjustments, checks, correspondence, EDI, Medicare, requiring manual intervention – Final TAT
50. Sum of Per Standards for compliance with each contractual obligation
51. Summary of Per Standards for acceptable backlog
52. Summary of pended claims by categories and claim aging
53. Sum of Per Standards for Identification Card production
54. SAS 70 Type II (twice per year)
55. Overpayment True-up (twice per year)

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

1. Pended Claims Register for Life/Ret 65+
2. The TPA shall provide the Insurance Board with a detailed reconciliation of the eligibility files
3. Management Reports
4. Management Reports: DOC
5. Management Reports: DRS
6. Mental Health: Pre-Cert
7. Substance Abuse: Pre-Cert
8. Management Report: Pre-Cert
9. Audit Report: Pre-Cert
10. Utilization Report for Wellness: EBC

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

1. Oklahoma HealthCare Authority Compare Data
2. Performance Standards: OSEEGIB, DRS and DOC
3. Management Reports: OSEEGIB, DRS and DOC

EXHIBIT H

Eligibility File Layout

HEALTHCHOICE ELLIGIBILITY FILE LAYOUT

I. 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 HBSI 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

II. 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

III. 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'	

IV. **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 a HBSI 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 Preexisting, 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 HBSI 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.

V. 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 HBSI.
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	YYYYM MDD		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 HBSI.
11	20	Account	10	A/N	Y		40 = State, 42 = Education, 43 = Local Government	Indicates Group Association.

Start Position	Stop Position	Field Name	Vitech Length	Data Type	Required	Format	Value/Default	Description
							t	
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

Start Position	Stop Position	Field Name	Vitech Length	Data Type	Required	Format	Value/Default	Description
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

Start Position	Stop Position	Field Name	Vitech Length	Data Type	Required	Format	Value/Default	Description
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

Start Position	Stop Position	Field Name	Vitech Length	Data Type	Required	Format	Value/Default	Description
								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-

Start Position	Stop Position	Field Name	Vitech Length	Data Type	Required	Format	Value/Default	Description
								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

Start Position	Stop Position	Field Name	Vitech Length	Data Type	Required	Format	Value/Default	Description
								field
518	525	Dental Penalty	8	N	N	YYYYMMDD		Late dental enrollee – Member Custom Field (NOT USED)
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	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 APCS
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

Start Position	Stop Position	Field Name	Length	Vitech Length	Data Type	Required	Format	Value/Default	Description
29	37	Total Changes	9	9	N				Total Number of Change Records. Total count of record type 3
38	46	Total Move History	9	9	N				Number of Records performing a History Move. Total Count of record type 4
47	650	Filler							

VI. Contact Information

Name	Phone	E-Mail
ShuQin Li	40/-717-8722	sli@sib.ok.gov
Patti Claxton	405-717-8875	pclaxton@sib.ok.gov

VII. Open Issues

#	Author	Date Opened	Issue	Resolution	Date Closed

VIII. Assumptions

#	Author	Assumptions

IX. Document Change Log

Date of change	Author	Change Description
1/27/2005	Aaron H. Taylor	Document Created

12/5/2005	Patti Claxton	Added new field – Pos 562-563
06/01/2006	ShuQin Li	Updated the Contact Information.
06/07/2006	ShuQin Li	Updated to bring the file layout up to date, etc.

X. 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		PATIENT	
	ADD	UPDATE	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		PATIENT	
	ADD	UPDATE	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

								1590
						Start	End	Length
001340								
001350								
001240	15	DOC-PZ-ID	PIC X(02).		0000000	#NAME?	#NAME?	2
001250	15	DOC-CI-ID	PIC X(02).		0000002	#NAME?	#NAME?	2
001260	15	DOC-REC-ID	PIC X(02).		0000004	#NAME?	#NAME?	2
001310	20	Filler	PIC X(08).		0000006	#NAME?	#NAME?	8
001320	20	DOC-ID	PIC X(09).		000000E	#NAME?	#NAME?	9
001330	20	DOC-REL	PIC X(01).		0000017	#NAME?	#NAME?	1
001360	20	Filler	PIC X(06).		0000018	#NAME?	#NAME?	6
001370	15	Filler	PIC X(10).		000001E	#NAME?	#NAME?	10
001390	10	DOC-SORT-DT-CYMD-X.			0000028	#NAME?	#NAME?	8
001400	15	DOC-SORT-CC	PIC X(02).		0000028	#NAME?	#NAME?	2
001410	15	DOC-SORT-DT-YMD-X.			000002A	#NAME?	#NAME?	6
001420	20	DOC-SORT-YY	PIC X(02).		000002A	#NAME?	#NAME?	2
001430	20	DOC-SORT-MM	PIC X(02).		000002C	#NAME?	#NAME?	2
001440	20	DOC-SORT-DD	PIC X(02).		000002E	#NAME?	#NAME?	2
001510	10	DOC-FUNC-CODE	PIC X(01).		0000030	#NAME?	#NAME?	1
001630	15	DOC-OPT1	PIC X(01).		0000031	#NAME?	#NAME?	1
001710	15	DOC-OPT2	PIC X(01).		0000032	#NAME?	#NAME?	1
001750	15	Filler	PIC X(02).		0000033	#NAME?	#NAME?	2
001850	15	DOC-OPT5	PIC X(01).		0000035	#NAME?	#NAME?	1
001900	15	Filler	PIC X(01).		0000036	#NAME?	#NAME?	38
002170	10	DOC-SEX	PIC X(01).		000005C	#NAME?	#NAME?	1
002230	15	DOC-B-CC	PIC X(02).		000005D	#NAME?	#NAME?	2
002240	15	DOC-BIRTH-DT-YMD-X.			000005F	#NAME?	#NAME?	6
002250	20	DOC-B-YY	PIC X(02).		000005F	#NAME?	#NAME?	2
002260	20	DOC-B-MM	PIC X(02).		0000061	#NAME?	#NAME?	2
002270	20	DOC-B-DD	PIC X(02).		0000063	#NAME?	#NAME?	2
002340	10	Filler	PIC X(09).		0000065	#NAME?	#NAME?	9
002350	10	DOC-NAME	PIC X(30).		000006E	#NAME?	#NAME?	30
002360	10	Filler	PIC X(160).		000008C	#NAME?	#NAME?	160
002820	10	DOC-ELIG	occurs 20 times. Pic 301 360 a		000012C	#NAME?	#NAME?	1
002820	25	DOC-ELIG-EVENT-CODE	PIC X(01).		000012C	#NAME?	#NAME?	1
002850	25	DOC-ELIG-PLAN-PTR	PIC X(01).		000012D	#NAME?	#NAME?	1
002860	20	DOC-ELIG-PLAN	PIC X(06).		000012E	#NAME?	#NAME?	6
002870	20	DOC-ELIG-COV	PIC X(02).		0000134	#NAME?	#NAME?	2
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	Filler	PIC X(40).	0000294	#NAME?	#NAME?	40
003070	05	DOC-ME-ONLY-FIELDS.		00002BC	#NAME?	#NAME?	478
003080	10	DOC-ADDRESS.		00002BC	#NAME?	#NAME?	122
003090	15	DOC-ADDR1	PIC X(30).	00002BC	#NAME?	#NAME?	30
003100	15	DOC-ADDR2	PIC X(30).	00002DA	#NAME?	#NAME?	30
003110	15	Filler	PIC X(30).	00002F8	#NAME?	#NAME?	30
003130	20	DOC-CITY	PIC X(19).	0000316	#NAME?	#NAME?	19
003140	20	DOC-STATE	PIC X(02).	0000329	#NAME?	#NAME?	2
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	PIC X(03).	0000336	#NAME?	#NAME?	3
003200	10	Filler	PIC X(09).	0000339	#NAME?	#NAME?	9
003210	10	Filler	PIC X(10).	0000342	#NAME?	#NAME?	10
003230	10	DOC-ME-TYPE-G	OCCURS 3 TIMES.	000034C	#NAME?	#NAME?	12
003240	15	DOC-ME-TYPE	PIC X(04).	000034C	#NAME?	#NAME?	4
003260	20	DOC-ME-TYPE-CC	PIC X(02).	0000350	#NAME?	#NAME?	2
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-G	OCCURS 3 TIMES.	0000370	#NAME?	#NAME?	16
003380	15	DOC-ME-LOC	PIC X(08).	0000370	#NAME?	#NAME?	8
003400	15	DOC-ME-LOC-DATE	PIC X(08).	0000378	#NAME?	#NAME?	8
003420	20	Filler	PIC X(700).	000037A	897	1590 694	

DRS ELIGIBILITY FILE LAYOUT

Source	Source_Field	Source Type	Source Length	Source_Description	Destination Field Name		Destination Type	Dest Length	RP Start	RP End
<p>CREATE AN ELIGIBILITY RECORD FOR A CASE ON ISSUANCE OF FIRST MEDICAL AUTHORIZATION FOR THE CASE OR FOR THE FIRST MEDICAL AUTHORIZATION AFTER A TERMINATION OF ELIGIBILITY</p> <p>AFTER THE CASE IS ELIGIBLE, IF COUNSELOR CREATES AN AUTHORIZATION WITH AN AUTH_BEGIN_DATE IN AN EARLIER MONTH, CREATE AND SEND A NEW ELIGIBILITY RECORD. CREATE AN INFORMATIONAL ERROR FOR THIS RECORD TO ALERT THE DRS MEDICAL DEPARTMENT OF THE SITUATION (HBS WILL REJECT THIS NEW ELIGIBILITY RECORD AND ALERT THE DRS MEDICAL DEPARTMENT)</p> <p>CREATE A TERMINATION RECORD WHEN ALL MEDICAL AUTHORIZATIONS HAVE BEEN CLOSED OR CANCELLED</p>										
buParticipant	SSN	char	11	SSN (No dashes) of participant associated with Case	Member_SSN	Required	A	9	1	9
Literal	"M"			Literal "M"	Relation_Code	Required	A	1	10	10
buParticipant	First_Name	varchar	20	Send First 15 characters of First_Name	First_Name	Required	A	15	11	25
buParticipant	Middle_Initial	char	1		Middle_Initial		A	1	26	26
buParticipant	Last_Name	varchar	30	Send first 15 characters of Last_Name	Last_Name	Required	A	15	27	41
buParticipant	Honorific	varchar	6	Send first 5 characters of Honorific	Title	Left justify and blank fill (typical of all 'A' Destination Types	A	5	42	46
buParticipant	Address_Line_1	varchar	32	Send first 30 characters of Address_Line_1	Address_Line_1	Required	A	30	47	76
buParticipant	Address_Line_2	varchar	32	Send first 30 characters of Address_Line_2	Address_Line_2		A	30	77	106
buParticipant	City_Name	varchar	30	Send first 19 characters of City_Name	City_Name	Required	A	19	107	125
buParticipant	State_Abbrev	char	2		State	Required	A	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	S	9	128	136
buParticipant	Phone_Number	char	14	Send Area Code from Phone_Number	Area Code		A	3	137	139
buParticipant	Phone_Number	char	14	Send Exchange Number from Phone_Number	Exchange		A	3	140	142
buParticipant	Phone_Number	char	14	Send last four digits of the phone number	Phone_Number		A	4	143	146
buParticipant	Gender	varchar	50	Map Gender to luGender.Gender_Discription and send Gender_State_Code	Gender	Required, 'M' or 'F'	A	1	147	147

Source	Source_Field	Source Type	Source Length	Source_Description	Destination Field Name		Destination Type	Dest Length	RP Start	RP End
buParticipant	Birth_Date	datetime		Send Birth_Date Month (MM)	Birth_Month	Required	S	2	148	149
buParticipant	Birth_Date	datetime		Send Birth_Date Day (DD)	Birth_Day	Required	S	2	150	151
buParticipant	Birth_Date	datetime		Send Birth_Date Year (YY)	Birth_Year	Required	S	2	152	153
buParticipant	Birth_Date	datetime		Send Birth_Date Century (CC) i.e. "19" or "20"	Birth_Century	Required	S	2	154	155
N/A				Blank Fill	Dependent_SSN		A	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	A	2	165	166
Literal	"DRS001"			Literal "DRS001"	Plan_Code		A	6	167	172
Literal	"10"			Literal "10"	Coverage_Code		A	2	173	174
buAuth_Header	Auth_Begin_Date			Format (MMDDYY)If Event_Plan = "C1" THENUse 1st day of the month associated with the Auth_Begin_DateIf Event_Plan = "O" THEN- Use the system date.	Effective_Date	If an eligibility record, then use Auth_Begin_Date .If a termination record, then use system date.	S	6	175	180
N/A				Blank Fill	Fill01A		A	10	181	190
N/A				Zero Fill	Fill02A		S	6	191	196
N/A				Blank Fill	Fill03A		A	10	197	206
N/A				Zero Fill	Fill04A		S	6	207	212
N/A				Format (MMDDYY) If Event_Plan = "O ", then set this field equal to system date else zero fill	Termination_Date	If a eligibilty record, then zero fill. If a termination record, then use the system date	S	6	213	218
N/A				Blank Fill	Fill05A		A	13	219	231
Literal	"P3"			Literal "P3"	Site		A	2	232	233
N/A				Blank Fill	Fill06A		A	67	234	300

EXHIBIT I

Provider File Layout

Electronic Data Exchange Standards for

HealthChoice

Oklahoma State & Education
Employees Group Insurance Board

3545 NW 58th Street
Oklahoma City, Oklahoma
73112

Network Provider File Layout

This document is to specify the details for electronic data exchange with data originating from OSEEGIB. The preferred method for data exchange is via the File Transfer Protocol transfer process. For business partners not having some type of private line interface to OSEEGIB, encryption using PGP technology, available from PGP Corporation (www.pgp.com) is also required. OSEEGIB will require a public key from business partners in order to encrypt data for transmission security. Likewise, OSEEGIB will provide a public key in order to receive encrypted data.

The data file(s) transmitted from OSEEGIB's Network Provider Database will consist of the following types of records:

1. New network providers added to the network.
2. Terminated network providers from the network
3. Changes made to any of the key data elements of the network providers

Each record will be flagged by a value indicating the reason the record is being transmitted. The values are: N (New), T (Termed), U (Updated record)

FTP Server information for files transmitted to OSEEGIB:

Host Name: <ftp.sib.ok.gov>

User id and password will be assigned as needed. OSEEGIB will require primary contact and supervisor name, address, phone number, email address and signatures on its non-disclosure agreement.

The login process will place the user in the user directory by default. It is not necessary to specify a directory to store or retrieve files.

Support information:

Please contact the OSEEGIB Helpdesk with any problems or questions regarding the FTP process.

Telephone: 405-717-8888

Email: helpdesk@sib.ok.gov

OSEEGIB, as a matter of practice, scans all incoming files for viruses.

In order to process vendor data faster and more efficiently, it is strongly recommended that the vendor institute an anti-virus program at its location.

EXHIBIT I

5/23/2007

Provider File Layout Details

Network Providers Daily Incremental File Layout

<u>FIELD NAME</u>	<u>Value</u>	<u>DESCRIPTION</u>	<u>FIELD #</u>	<u>LEN</u>
ID	OKLA	File Indicator for FHH	1	4
Client ID	OK,P3,P4	OK-HealthChoice; P3-DRS; P4-DOC	5	2
TIN-SSN	Provider Tin or SSN	If not Tin Use SSN Must be 9 characters and numeric	7	14
Filler	Blank	Blank	21	3
Identifier	Unique Identifier	Provider ID Concatenated with billing address ID	24	20
Sort-Date	Last Update Date	Format is CCYYMMDD	44	8
Sort_Time	Last Update Time	Format =HHMMSS	52	6
FHH Indicator	R	Hard-coded FHH Indicator	58	1
Filler	Blank	Blank	59	21
Provider SSN	Provider SSN	If no SSN use Tax ID	80	9
Filler	Blank	Blank	89	5
Provider TIN	Provider Tax ID	If no Tax Id use SSN	94	9
Filler	Blank	Blank	103	5
Provider Full Name	Provider name	1st name, MI, last name, suffix, degree	108	65
Provider Billing Address1	Provider address1	Billing Address1	173	35
Provider Billing Address2	Provider address2	A second billing address line can be submitted.	208	35
Provider Billing City	Provider City	Billing City	243	19
Provider Billing State	Provider State	Billing State	262	2
Provider Billing Zip	Provider Zip	1-5 numeric required, 6-9 optional(numeric)	264	16
Provider Billing Phone	Provider Phone	Provider phone number	280	10
Filler	Blank	Blank	290	5
Provider Type	P=PHYSICIANS I=INSTITUTIONS	P=Individual Practitioner I=Group or Facility	295	1
Filler	Blank	Blank	296	92

EXHIBIT I

<u>FIELD NAME</u>	<u>Value</u>	<u>DESCRIPTION</u>	<u>FIELD #</u>	<u>LEN</u>
Provider ID	Provider ID	Provider ID	388	10
Filler	Blank	Blank	398	86
Provider NPI	NPI	Provider NPI	484	10
Filler	Blank	Blank	494	2
FHH Flag	Y	FHH Flag	496	1
Filler	Blank	Blank	497	6
Effective Date	Effective Date	Contract Effective Date	502	8
Term Date	Term Date	Contract Term Date	510	8
Contract Name	Contract Name	Contract Name	518	3
Filler	Blank	Blank	521	54
Bank Name	Bank Name	Bank Name	575	30
Routing Number	Routing Number	Routing Number	605	9
Account Number	Account Number	Account Number	614	17
Account Type	Account Type	Account Type	631	1
FHH EFT Flag	FHH EFT Flag	FHH EFT Flag	632	1
Filler	Blank	Blank	633	167
AP Load	Alternate Group	Alternate Group Info for OU Physicians, otherwise put "NY"	800	174
Filler	Blank	Blank	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	Blank	1258	51
Urban Or Rural Flag	U or R	Urban Or Rural Flag	1309	3
Filler	Blank	Blank	1312	86
Termination Code	Term Code	Contract Term Code	1398	2
Allow Combined Checking Flag	C Checking Flag	Allow Combined Checking Flag	1400	1

EXHIBIT J

Debit Card File Format

EXHIBIT J

Version: 1.4

Last Updated Date: 5/17/07

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

EXHIBIT J

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

Disaster Recovery Agreement

Second Amendment to the
State and Education Employees Group Insurance Board
Memorandum of Agreement
with Harrington Benefit Services, Inc. and the
State of Oklahoma Department of Central Services
Purchase Order F0144

DISASTER RECOVERY AGREEMENT

The State of Oklahoma, ex rel. State and Education Employees Group Insurance Board (Insurance Board), an Oklahoma governmental agency, and Harrington Benefit Services Inc. (Harrington) enter into the Second Amendment to the State and Education Employees Group Insurance Board Memorandum of Agreement with Harrington Benefit Services Inc. This Second Amendment is a “Disaster Recovery Agreement” for addition to the Memorandum of Agreement between Harrington and the Insurance Board, dated August 4, 2003 and Oklahoma Department of Central Services Purchasing Division Purchase Order F 014430.

Harrington 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. Harrington acknowledges that Insurance Board equipment may be stored and located on the Harrington business premises inside Shepherd Mall, Northwest 23rd and Villa, Oklahoma City, Oklahoma. In the event of a disaster, Insurance Board personnel may conduct Insurance Board business operations at the Harrington business location.

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

1. Harrington agrees to provide an area of working space at its business premises located within Shepherd Mall, Oklahoma City, Oklahoma, that accommodates Insurance Board temporary business operations;
2. The terms of this agreement do not conflict with any terms of Harrington’s present lease agreement and Harrington’s Landlord has consented to the terms of this Agreement. Harrington will furnish Insurance Board with written approval/acknowledgment of this Agreement by Harrington’s Landlord.
3. Harrington will provide Insurance Board with the working space, utilities, and lease privileges at its Shepherd Mall premises, for no additional compensation over and above the compensation stated in the Memorandum of Agreement dated August 4, 2003 between Insurance Board and Harrington.
4. Harrington agrees that Insurance Board may store Insurance Board property on Harrington’s premises and make certain improvements to Harrington’s premises.

EXHIBIT K

5. Insurance Board will initially locate and store the following Insurance Board property at the Harrington premises for potential use in the event disaster relocation is necessary for continuation of Insurance Board business operations: (The listing may change as necessary to accommodate Insurance Board operations.)

1. Extreme Networks Summit 48 Switch	SN: 0102M-06449	Purchase Price: \$4878.55
2. Extreme Networks Summit 24 Switch	SN: 0042M-06564	Purchase Price: \$3557.94
3. Extreme Networks Summit 24 Switch	SN:0216M-00188	Purchase Price: \$3557.94
4. HP DL 380 G3 Server	SN: EB99KJNZ2W	Purchase Price: \$3799.00
5. HP DL 380 G3 Server	SN: EB98KJNZ2W	Purchase Price: \$5838.00
6. Netscreen 25 Firewall	SN: 34032003001287	Purchase Price: \$2547.50

Telecommunications Equipment

- 2 T1 cards
- 2 24-Port Digital cards
- 2 CSU/DSU
- 50 Pair punch down block in data center
- 2 25-Pair punch down blocks, 1 in each training room closet
- 2 Local service T1 lines installed to data center by OSEEGIB

Insurance Board will utilize Harrington's Definity PBX (Telephone System Switch) and establish a new circuit (s) for Insurance Board use. Insurance Board will pay the costs associated with installing, implementing, and using the Telecommunications equipment listed above.

SEE Exhibit "A" attached hereto and incorporated herein, for technical diagram.

6. Harrington 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 by Insurance Board.
7. Harrington agrees that its leased premises may be modified by Insurance Board contractors and Insurance Board personnel as follows:

The Oklahoma Office of State Finance, through its contractor, Telco Supply, will install fiber optic cabling to Harrington premises and install voice tie cabling and drops to Harrington premises.

8. Insurance Board agrees that Harrington 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, nor injury to Insurance Board employees while performing work duties on Harrington's premises in the event of a "Disaster."
9. Insurance Board agrees that (1) Harrington is not liable nor responsible for errors, defects or failures in Insurance Board equipment or installation procedures; (2) Insurance Board employee performance; or (3) implementation of Insurance Board operations according to the Insurance Board "Disaster Recovery Plan" on Harrington's premises. Insurance Board agrees to utilize Harrington's premises for disaster recovery purposes no longer than necessary.

EXHIBIT K

- 10. Harrington will provide Insurance Board personnel with administrative access to Harrington network infrastructure at all times.
- 11. Insurance Board anticipates the following business operations on Harrington’s premises in the event of a disaster:
 - Daily incremental file transfer of approximately 1 MB for each file, not to exceed 10 MB.
 - Use of two Harrington training rooms for up to 50 staff members
 - Keys and security devices for 24-hour facility access
 - Harrington will provide Insurance Board a copy of Harrington office policies for Insurance Board staff adherence
- 12. Harrington agrees that Insurance Board employees may enter Harrington’s premises, at agreed upon times and dates, to prepare the designated areas for contingent operations. Harrington acknowledges that Insurance Board will test and maintain its equipment located on Harrington premises, no less than two times a year.

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

Harrington Benefit Services, Inc.:

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

Jeff Mills, President

Bill W. Crain, Administrator

Date

Date

Approved:

Oklahoma Department of Central Services:

Tom Jaworsky, State Purchasing Director

Date

STATEMENT OF COMPLIANCE

Each bidder shall be required to submit to this Request for Proposal as it is written. Any bidder who wishes to propose exceptions or alternatives to any term, condition or requirement of this RFP must specify the exception and/or alternative at the appropriate place in its response and a compilation of each exception or alternative method attached as part of this Statement of Compliance. If a Statement of Compliance is not returned to OSEEGIB with the bidder's original proposal, the bid may 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 proposal 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 proposal submitted to OSEEGIB contains deviations from the specifications of this RFP. The deviations are attached.

Name: _____

Company: _____

Signature: _____

Address: _____

Title: _____

Phone: _____

Fax: _____