State of New Hampshire

REQUEST FOR PROPOSAL

For

ADMINISTRATION OF MEDICAL BENEFITS

RFP #1450-13

RESPONSE DUE BY: August 20, 2012 at 2:00 PM

Department of Administrative Services
Risk Management Unit

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INTRODUCTION

This Request for Proposal ("RFP") is issued by the Department of Administrative Services, acting through the Risk Management Unit, for the administration of medical benefits as described herein.

This is a standalone RFP and any references to RFP 1389-12 will not be considered.

A. BACKGROUND

The State of New Hampshire ("State") provides medical benefits to approximately 9,900 active employees located in New Hampshire and the surrounding New England states. The active employees are divided into three groups, the New Hampshire State Employees Association (SEA), the New Hampshire Troopers Association (NHTA), and the New England Police Benevolent Association (NEPBA). In addition, the State provides medical benefits to approximately 2,500 retirees under 65 and to 7,800 retirees 65 and over. Retirees are located throughout the country. Anthem Health Plans of New Hampshire, Inc. d/b/a Anthem Blue Cross and Blue Shield has administered the self-funded medical benefits since January 1, 2008.

The chart below outlines the July 2012 enrollment by plan and group:

Active Plan Options	Subscribers	Dependents	Total Enrollees
SEA Active Plan			
HMO	7,091	11,034	18,125
POS	778	1,120	1,898
NHTA Active Plan			
HMO	257	583	840
POS	21	35	56
NEPBA Active Plan			
HMO	445	1,030	1,475
POS	20	30	50
Unrepresented			
HMO	1,016	1,594	2,610
POS	260	408	668
Specials			
HMO (Active)	112	135	247
POS (Active)	29	36	65
Total HMO Active enrollees	**8,921**	**14,376**	**23,297**
Total POS Active enrollee	**1,108**	**1,629**	**2,737**

Retiree Plan Options	Subscribers	Dependents	Total Enrollees
Special Retirees			
Retiree <65 Plan			
Retiree <65 PPO Plan	3	0	3
Retiree <65 POS Plan	13	6	19
Retiree 65+ Plan	144	N/A	144
State Retirees			
Retiree <65 Plan			
PPO Plan	248	87	335
POS Plan	2,188	893	3,081
Retiree 65+ Plan	7,712	N/A	7,712
Total Retiree Enrollees	**Subscribers**	**Dependents**	**Total Enrollees**
Total Retiree <65 Plan			
Retiree <65 PPO Plan	**251**	**87**	**338**
Retiree <65 POS Plan	**2,201**	**899**	**3,100**
Total Retiree 65+ Plan	**7,856**	**N/A**	**7,856**

In addition, participating in the State's Health program are approximately 300 subscribers (included in the enrollment counts above) of other organizations that have been either legislatively or traditionally offered coverage. This group is called the Special Group.

The State requires a minimum of 23 group break-outs for purposes of reporting. In addition, a lesser number of COBRA break-outs will be required.

The State is currently providing manual updates to its benefit administrators, including its medical benefit administrator, of enrollment changes, via spreadsheets transmitted by the State twice per week. This manual process, which is under revision in an effort to streamline the exchange of information between the State's human resources system and the enrollment systems of its benefits administrators, will be replaced entirely in late CY 2012. At that time, the State will in-source and automate benefits enrollment relying on the Lawson S3 ERP (enterprise resource planning) software for human resources, benefits and payroll functions. The successful bidder will participate in the transition to that system and shall fully cooperate with the State in the transition process.

B. OBJECTIVE

The State is seeking proposals to provide medical administration services while duplicating the current plans of benefits as closely as possible. **Due to the existence of collective bargaining agreements, the State requires comparable plan designs for the active plans. The State also requests bidder duplicate the current retiree plans of benefits as closely as possible because any changes require legislative authorization. Therefore, the State must be notified of any proposed deviation in retiree plan design.** If no deviation in benefit design is identified within your response, the State will assume the medical coverage plan can be duplicated exactly.

The State consults with the State Employee Association ("SEA") and other unions with respect to employee benefits, including health benefits.

The State is interested in contracting with a qualified vendor that will offer a thirty-three (33) month contract commencing April 1, 2013 and ending 33-months thereafter on December 31, 2015. The agreement may be renewed for up to two additional years upon terms and conditions as the parties may mutually agree and upon the approval of the Governor and Executive Council. The State shall have the right to terminate the contract, if a contract is awarded, at any time, by giving the vendor thirty (30) days advance written notice.

BIDDING INSTRUCTIONS AND CONDITIONS

A. PROPOSAL CONDITIONS FOR THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES, RISK MANAGEMENT UNIT

1. RFP SCOPE

The Department of Administrative Services, Risk Management Unit, is soliciting proposals for Medical Administration Services.

2. MANDATORY INSTRUCTIONS FOR VENDORS

It is requested that you complete all sections of the RFP and provide your proposal by the stated proposal submission deadline. **Do not alter any parts of this RFP, to include the questions or question numbering.**

Failure to follow these instructions is grounds for rejection of your RFP response.

3. REQUIRED CONTRACT TERMS AND CONDITIONS

a. The Transmittal Letter (attached hereto as Appendix E) must be signed and submitted with your RFP response. Failure to submit the Transmittal Letter with your response will result in rejection of your response.

b. The form contract P-37 (attached hereto as Appendix F) shall form the basis for any resulting contract. The successful vendor and the State, following notification of award, shall promptly execute the P-37 contract, as amended by the parties to incorporate the service requirements of this RFP, price conditions established by the vendor's offer, and any other reasonable administrative practices and services.

If there are any questions or concerns regarding any items in the RFP including terms and conditions, you must indicate these concerns in writing prior to the deadline for Bidder Inquiries and/or Requests for Clarification deadline of Monday, July 30, 2012 at 3:00PM.

c. The form contract Business Associate Agreement (attached hereto as Appendix G), is required to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates, shall be promptly executed by the successful vendor and State, following notification of contract award.

4. VENDOR CERTIFICATIONS

All bidders must be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION**. If you are not currently a registered vendor in the State of New Hampshire, you must complete a Vendor Application and W-9 Form and submit it to the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): http://www.admin.state.nh.us/purchasing.

- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION** Any person or persons conducting business under any name other than his/her own legal name must register with the NH Secretary of State. Businesses are classified as 'Domestic' (in-state) or 'Foreign' (out-of-state). Please visit the following website to find out more about the requirements and filing fees for both classifications: http://www.nh.gov/sos/corporate

5. SUBMISSION FORMAT

Instructions, formats, and approaches for the development of RFP information contained within the RFP are designed to ensure that the submission of data essential to the understanding of the vendor's response is received in a consistent and comparable format. Your RFP response must be sectioned and tabbed as outlined within this RFP document. There is no intent to limit the content of the responses in other than the vendor's favor. The vendor is encouraged to contribute other ideas or more effective ways of handling the current program. The vendor may include such additional information or data as may be appropriate, but may not exclude any information or portions thereof requested in this RFP.

6. RFP INQUIRIES

All questions regarding this RFP, including clarifications and proposed specification changes or modifications to the terms and conditions of the form contract P-37, must be submitted to Tammy Nelson at Tammy.Nelson@nh.gov and Rudy Ogden at Rudolph.Ogden@nh.gov.

All questions must be submitted in writing via e-mail no later than Monday, July 30, 2012, 3:00 P.M. The vendor must include complete contact information including the vendor's name, telephone number, fax number, and e-mail address. The State shall attempt to provide any assistance or additional information of a reasonable nature, which might be required by interested vendors. The questions and answers will be consolidated and responded to via a written addendum, or addendums that will be posted on the State's website.

7. MICROSOFT WORD VERSION

This RFP may be requested in a Microsoft Word format by contacting Tammy Nelson in writing at Tammy.Nelson@nh.gov.

8. RFP DELIVERY

RFP responses may be submitted in a sealed envelope/ package or submitted electronically via a secure FTP site. Your RFP response must conform to the following criteria in order to be considered for evaluation:

Instructions for submitting in a sealed envelope/package:

a. Exterior of the RFP response envelope or package shall be permanently marked identifying the vendor's name and address, as well as the assigned RFP 1450-13.
b. RFP responses must be addressed to the State of New Hampshire, Bureau of Purchase and Property, Attention: Tammy Nelson.
c. RFP responses must include:
    a) One (1) original (clearly identified as such) copy of your RFP responses to Sections I to VII, including Appendix D (Plan Deviation Form), "State of NH RFP Attachments" workbook file, and any Addenda in numerical sequence and signed;
    b) Four (4) conforming copies (clearly identified as copies) of your RFP responses; and
    c) Six (6) electronic copies of your RFP responses.

i. The six (6) electronic copies of your RFP should include responses to all questions in Sections II to VII of this RFP document in MS Word format. DO NOT PDF your response.
ii. The six (6) electronic copies of your RFP should also include the "State of NH RFP Attachments" workbook file in MS Excel format. DO NOT PDF your response.

d) The original RFP response must include Appendix E, State of NH Transmittal Letter, signed by a person authorized to bind the company to all commitments made in the RFP response.
e) RFP responses transmitted by facsimile will not be accepted or reviewed.

Instructions for submitting electronically via FTP site:

a. Notify the State of your intention and a secure account will be established on your behalf. Provide your company name, contact name, email address and phone number to Tammy Nelson at tammy.nelson@nh.gov and Rudy Ogden at Rudolph.Ogden@nh.gov no later than August 6, 2012.
b. RFP response must include:
   i. One (1) exact copy (clearly identified as such) of your electronic submission via CD to the State at the address identified in #11 below.

The State shall not be held liable for any costs incurred by the vendor in preparing or submitting an RFP response. Any and all damage, which may occur due to shipping, is the bidder's responsibility.

9. ADDENDA

In the event it becomes necessary to add to or revise any part of this RFP prior to the scheduled proposal submittal deadline, the Risk Management Unit shall post any Addenda on the State's vendor web site. Before submitting your proposal, always check the site for any addenda or other materials that may have been issued, that would affect this RFP. The web address is www.admin.state.nh.us/purchasing.

10. PROPOSAL SUBMISSION DEADLINE

All RFP submissions must be received at the Bureau of Purchase and Property **no later than 2:00 PM on Monday, August 20, 2012.** Submissions received after the date and time specified will be marked as late and will not be eligible for consideration in the evaluation process.

All offers shall remain valid from the proposal submission deadline for a minimum period of 6 months, or no later than April 1, 2013. A vendor's disclosure or distribution of proposals other than to the Department of Administrative Services, Bureau of Purchase and Property, shall be grounds for disqualification. No more than one (1) proposal per respondent shall be submitted.

Vendors shall submit their bid electronically via FTP site, OR to:

State of New Hampshire
C/O Tammy Nelson, Administrative Services
New Hampshire Bureau of Purchase and Property
25 Capitol Street, 1st Floor, Room 102
Concord, NH 03301-6312
(603) 271-2201

Proposal responses shall be marked as:
State of New Hampshire, RFP # 1450-13
Due Date: August 20, 2012 @ 2:00 PM
Administration of Medical Benefits

11. ADDITIONAL INFORMATION

The State reserves the right to make a written request for additional information in writing from a vendor to assist in understanding or clarifying a proposal response.

The State reserves the right to reject any and all proposals, or any part thereof.

12. RIGHT TO CONSIDER AVAILABLE INFORMATION

The State reserves the right to consider available information regarding the bidder, whether gained from the bidder's proposal, question and answer conferences, references, or any other source during the evaluation process. This may include, but is not limited to, information from the New Hampshire Department of Insurance, as well as any other state or federal regulatory entity.

13. TERMS OF SUBMISSION

The State assumes no responsibility for understandings or representations concerning conditions made by its officers or employees prior to and in the event of the execution of a contract, unless such understanding or representations are specifically incorporated into this RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of this RFP unless confirmed in writing. Any information provided by the vendor verbally shall not be considered part of that vendor's response.

14. PUBLIC DISCLOSURE

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State shall attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State. Notwithstanding any provision of this RFP to the contrary, pricing shall be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, bidders acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the bid, proposal or related material

shall not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

15. RESTRICTION OF CONTACT WITH STATE EMPLOYEES

From the release date of this RFP, all contact with personnel employed by or under contract with the State, except those specifically mentioned in this RFP, is prohibited. Improper contact is grounds for rejection of your response.

16. CANCELLATION

The State reserves the right to cancel all or any part of this RFP at any time. Cancellation of this RFP, in whole or in part, shall not bar the State from issuing an RFP for the same services or from purchasing the same services through other means.

B. ESTIMATED RFP TIMETABLE

Action	Due Date
RFP Released	Wednesday, July 18, 2012
Deadline for Bidder Inquiries and/or Requests for Clarification	Monday, July 30, 2012 at 3:00 PM
Response to Bidder Inquiries and/or Requests for Clarification	No later than Monday, August 6, 2012
Proposal Submission Deadline	Monday, August 20, 2012 at 2:00 PM
Bid Opening in Concord	Monday, August 20, 2012 at 2:00 PM
Contract Effective Date	Upon approval by the Governor & Executive Council*

* The contract shall commence upon the approval of Governor & Executive Council assuming an implementation period of approximately 90-days. The bidder shall be prepared to commence implementation activities immediately upon approval by the Governor & Executive Council. A high level implementation plan shall be provided as soon as practicable upon G&C approval, along with the identification of the implementation team. No later than two weeks after approval, and following consultation with the Risk Management Unit, a detailed implementation plan shall be provided, and shall be updated thereafter as the State and bidder mutually agree. Implementation activities shall be conducted in close collaboration and with the approval of the Department.

Payments to the successful bidder shall <u>not</u> commence prior to April 1, 2013.

C. EVALUATION PROCESS

The Segal Company has been retained by the State to assist in the evaluation of the RFP responses for completeness and responsiveness to the RFP and to assist in the review of such responses. Each proposal will be evaluated for completeness and responsiveness to the RFP. All proposals will be evaluated in accordance with the State procedures set forth in Steps #1 through #3 below.

STEP #1: MINIMUM QUALIFICATIONS

Each proposal shall be evaluated initially to determine compliance with the State of New Hampshire's Minimum Qualifications. Any proposal that fails to meet one (1) or more of the following six (6) qualifications shall be eliminated from further consideration for this contract. Any proposal that meets all of the minimum qualifications shall be further evaluated in accordance with the State's selection criteria. Therefore, to receive further consideration, a proposal must check "YES" to each of the following questions and comply fully with the "Submission Requirement(s)" for each such qualification.

1. Is the bidder able and willing to demonstrate its financial stability?

   [ ] YES [ ] NO

   Submission Requirements: a) Bidder's most recent financial report; b) most recent independent auditor's report; and c) SAS-70 or equivalent external audit of bidder's operations. Attach to proposal.

2. Has the bidder provided as part of its proposal the fee and cost information requested in this RFP including the information requested in the Financial and Future Financial Impact Sections?

   [ ] YES [ ] NO

   Submission Requirements: Full and complete responses to the information requests made in this RFP. Prepare all such responses on the Financial and Future Financial Impact worksheets included in this RFP.

3. Has the bidder provided the required **2013 network discount guarantee?**

   [ ] YES [ ] NO

   Submission Requirements: Bidders are required to provide a network discount guarantee percentage for the first contract year (April 1, 2013 to December 31, 2013) by responding to the network discount guarantee requirement included in the Future Financial Impact Section.

4. Has the bidder sufficient access to network providers (physicians, specialists and hospitals)? Bidders must meet the following access standards:

   Physician Provider Access: 90% of eligible members access to two network physicians within 15 miles

   Hospital Provider Access: 90% of eligible members access to one network hospital within 15 miles

   [ ] YES [ ] NO

   Submission Requirements: Full and complete responses to the provider network information requests made in this RFP. Prepare all such responses in the Network Access worksheets included in this RFP.

5. Is the bidder able and willing to agree to all of the performance guarantees set forth in the Required Performance Guarantees Section of the RFP?

   [ ] YES [ ] NO

   Submission Requirement: Completion of, with affirmative responses, the Required Performance Guarantees Section.

6. Has the bidder provided as part of its proposal all information requested in this RFP including all information requested in the Technical Questionnaire Section, Section VII?

   [ ] YES [ ] NO

   Submission Requirements: Full and complete responses to all of the information requests made in this RFP. Prepare all such responses on separate sheets and attach to proposal.

STEP #2: TECHNICAL AND FINANCIAL SCORING

The self-funded financial proposals will be scored based on the projected costs as determined by the State for the thirty-three (33) month period from April 1, 2013 to December 31, 2015. The lowest cost proposal will receive 100% of the points allocated for the Financial Section. All other financial proposals will be scored on a sliding scale, with any financial proposals that reflect a projected cost of 12.5% (or greater) above the lowest cost proposal receiving 0% of the points allocated for the Financial Section. Therefore, each bidder will receive a score for both their self-funded and fully-insured proposals.

The fully-insured financial proposals will be scored based on the premium costs for the first contract year from April 1, 2013 to December 31, 2013. The lowest cost proposal will receive 100% of the points allocated for the Financial Section. All other financial proposals will be scored on a sliding scale, with any financial proposals that reflect a projected cost of 12.5% (or greater) above the lowest cost proposal receiving 0% of the points allocated for the Financial Section.

Once the technical and financial scores are combined (for both self-funded and fully-insured proposals), the proposals shall be evaluated and compared against like proposal submissions (i.e. self-funded against self-funded and fully insured against fully insured). The State will then evaluate the highest scoring Proposals for each option collectively.

STEP #3: CONTRACT AWARD

The State shall award a contract, if at all, to the Vendor submitting the highest ranked proposal that best satisfies the requirements of the RFP. Formal and final selection of the Vendor, however, is contingent upon the successful negotiation and the proper execution of all contract documents (acceptable to the State) and the approval of Governor and Executive Council. If the State is unable to reach agreement with the Vendor, the State may, at its sole discretion and at any time and without liability to the Vendor, immediately terminate such contract discussions with the Vendor and undertake discussion with the Vendor submitting the next highest ranked proposal meeting the RFP requirements, and so on. The State may, at its sole discretion, immediately terminate any and all contract discussions with any and all Vendors at any time.

The State may cancel the RFP and/or reject any or all proposal(s) at any time prior to the final execution of a contract.

Evaluation of the proposals will include, but not be limited to, the following criteria:

- FINANCIAL — 40 Points

  All fees to be assumed by the State for all the requested services, including Wellness, must be included in the financial section of this RFP.

- TECHNICAL QUESTIONNAIRE — 50 Points
  - 15 Future Financial Impact
  - 10 Administrative, Member, Claims Paying Services, Reporting Services
  - 10 Health Management Programs
  - 10 Wellness Services
  - 5 Innovative Products and Value-Added Services; Healthcare Reform Initiatives

- **TOTAL POINTS — 90 Points**

D. SUB-CONTRACTING

Any sub-contracting of services outlined in this RFP shall be subject to the written approval of the State. Upon approval, the selected vendor remains contractually obligated to ensure the quality, timeliness, and accuracy of these services.

E. BIDDER CONTACTS

Designate the individual(s) with the following responsibilities:

The individual(s) representing your company during the RFP process:

Representative Name:_____ Phone #:_____ Email: _____

The individual(s) responsible for day-to-day service (if different):

Representative Name:_____ Phone #:_____ Email: _____

REQUESTED PLAN DESIGNS AND SERVICES

PLAN DESIGN

Due to the existence of collective bargaining agreements, the State requires bidders to duplicate the current active plan designs. The State also requests bidder duplicate the current retiree plans of benefits as closely as possible, as any changes require legislative authorization. The State must be notified of any proposed deviation in retiree plan design.

Please review the attached Summary of Benefits and complete the "Plan Deviations Form" located in Appendix D. If no deviations are provided on this form, it will be assumed that your organization can administer the current plan designs exactly as written in the following attached Summary of Benefits.

- State of NH Active HMO 11-1-2011.pdf
- State of NH Active POS 11-1-2011.pdf
- State of NH Ret U65 POS 1-1-2012.pdf / State of NH Ret U65 PPO 1-1-2012.pdf
- State of NH Ret 65+ 1-1-2012.pdf

SERVICES

Bidders are required to offer comprehensive medical administration services with a full range of customer (client and member) service including, but not limited to:

1. The following services are requested:

Services Requested	Bidder Quoting	Name of Legal Entity Providing Service, if Different
☑ HMO Network ☑ POS Network	o o	
☑ Claims Adjudication	o	
☑ Utilization Management - Pre-certification - Case Management - Second Surgical Opinion - Other	o o o o o	
☑ Wellness	o	
☑ Disease Management	o	
☑ Independent Second Opinion and Clinical Advocacy Services	Informational Purposes Only	

2. Bidders are required to offer comprehensive medical management and claim paying services with a full range of customer (State and member) service including, but not limited to:
   - » Claims Adjudication
   - » Member Enrollment and Eligibility Maintenance (providing necessary support to the State's eligibility, dental and pharmacy management vendors)
   - » Patient and Provider Education
   - » Systematic Prospective, Concurrent and Retroactive Utilization Review
   - » Network Physician and Facility Management
   - » Data Sharing and Reporting*
   - » Distribution of ID Cards and Current Provider Directories

   * Note: For the purpose of this analysis, "Data Sharing" is referenced in relation to requests for data and reports from either party (the State or the selected medical vendor). This also refers to data sharing between the medical administrator and Rx administrator and the State's other vendors as described in the RFP.

3. The following **FUNDING** arrangements are requested. Check off the funding arrangement(s) you will be offering:

   All Sections and the Appendices apply to all funding types.

State Requests	Funding Type*	Bidder Quoting	Additional RFP Sections to be Completed
☑	Fully-Insured Medical	o	All Sections
☑	Self-Funded Medical (ASO)	o	All Sections

   * Note any other contingencies assigned to each funding type

NETWORK ACCESS AND NETWORK DISRUPTION

NETWORK ACCESS

Complete the attached network access table using driving distance as the measurement of distance, not as the crow flies. Please complete a network access match (such as GeoAccess) for the member (employee/retiree/dependent) zip code data provided, based on the following criteria:

- Travel distance:
  1) 1 network hospital within 15 miles
  2) 2 network PCP physicians within 15 miles
  3) 2 network Specialist physicians within 15 miles

Complete the table below:

Criteria	% of Members Meeting the Criteria
Physicians: 2 network PCPs within 15 miles	
Physicians: 2 network Specialists within 15 miles	
Hospitals: 1 network hospital within 15 miles	

Your analysis is to be based on all eligible participants, not only those participants located in your network service area.

Your detailed network access reports (i.e. GeoAccess Reports) must be included with your proposal.

Indicate software used (i.e. GeoAccess):_____

What geographic areas are not in your current service areas where the State's enrollees reside? List by state and county.

State	County
_____	_____
_____	_____
_____	_____

NETWORK DISRUPTION

- Indicate with a "Y" for Yes and "N" for No whether the Providers (physicians and hospitals) are in your HMO, POS and PPO networks **[See Disruption Tabs in State of NH RFP Attachments.xls]**

This information must be requested in writing. Please send your request to Tammy Nelson at Tammy.Nelson@nh.gov. The CD shall be provided to prospective bidders who manifest a reasonable likelihood of meeting the minimum qualifications of this RFP. Such likelihood shall be evidenced by the apparent provider network of the prospective bidder.

1. Is your POS network the same as your HMO Network (besides out-of-network option)? Are the same discounts negotiated?

2. Is your PPO network the same as your POS network? Are the same discounts negotiated?

REQUIRED PERFORMANCE GUARANTEES

The State requires that each bidder agree to the following performance standards and guarantees; As such, the following are minimum performance guarantee requirements and shall be included as part of your proposal.

The performance guarantees shall be subject to verification by annual audit.

Ref #	Category	Guarantee	At Risk
S1	Service	85% of member calls resolved on first call	$20,000
S2	Service	Average speed to answer <= 45 seconds	$20,000
S3	Service	Call abandonment rate <= 3%	$20,000
S4	Service	95% of written inquiries received from plan participants responded to within ten (10) business days how do we audit?	$25,000
O1	Operations	90% of paper claims received from plan participants not requiring clarification processed within 10 business days	$25,000
O2	Operations	Timeliness of non-investigated[1] claims paid (paper and electronic) – minimum of 90% within 14 calendar days	$60,000
O3	Operations	Timeliness of non-investigated[1] claims paid (paper and electronic) – minimum of 99% within 30 calendar days	$60,000
O4	Operations	Financial accuracy of claims payments 99%	$100,000
O5	Operations	Payment accuracy of claims payments 97%	$100,000
O6	Operations	100% of all marketing materials not specific to plan enrollees must be pre-approved by the State prior to distribution to plan enrollees	$20,000 per occurrence
O7	Operations	100% of all plan enrollee communications accurate	$5/erroneous document up to $75,000 penalty per contract year
O8	Operations	99% of eligibility updates received from the State processed within forty-eight (48) hours of receipt of a clean and complete eligibility file in an agreed upon format	$50,000
O9	Operations	Vendor will respond to all independent auditor requests for clarification, following claims audits within 30 calendar days	$25,000 at risk per audit
R1	Reporting	Settlement reports delivered within 180 days of policy year-end	$25,000
R2	Reporting	95% of standard reports within 3 business days	$25,000
R4	Reporting	90% Adhoc reports within 7 business days	$25,000

[1] "Non-investigated" means a claim in which all information is present that is required to adjudicate the claim. (A "clean" claim would be an appropriate description.)

FINANCIAL

Bidders must propose fees for all the requested services, including Wellness. Your fee proposal needs to indicate the separate and distinct fees for each of the services requested. You must complete each of the charts located in the State of NH RFP Attachments.xls file included in the tabs "Administrative Fee - Medical" and "Administrative Fee – Wellness".

Bidders are required to provide a fully-insured proposal.

PREMIUM RATE TABLE

Complete the Premium Rate Charts in the attached Excel spreadsheet assuming an April 1, 2013 to December 31, 2013 effective date. Rates should be provided on a three-tier basis. Please provide answers only as applicable for quote. Rates must be provided in the format provided. **[See the "Premium Rate Tables" Tab in State of NH RFP Attachments.xls]**

The State of NH Plan is not exempt from state premium tax. Therefore, the fully-insured bid should include an amount for that tax.

Please complete six separate tables for the six medical plans: SEA HMO Plan (all active excluding NHTA), NHTA HMO Plan, SEA POS Plan (all active excluding NHTA), NHTA POS Plan, Retiree <65 POS Plan, and Retiree 65+ Indemnity Plan.

NEPBA claims experience and enrollment counts are included in the SEA HMO and SEA POS Plan data. A separate breakout for the NEPBA experience is not available. Please rate with the SEA Plans.

Responses are due in the electronic Excel format provided.

ADMINISTRATIVE FEES AND NETWORK ACCESS CHARGES

You are required to provide 180 day advance notice for any renewal fees that are not specified in your proposal. This would be applicable to fees outside of the 33-month contract period.

Complete the Administrative Fees Charts in the attached Excel spreadsheet assuming an April 1, 2013 effective date. Fees should be on a per subscriber (contract) per month basis. Please provide answers only as applicable for quote. Fees must be provided in the format provided. **[See the "Administrative Fee – Medical" Tab in State of NH RFP Attachments.xls]**

Please complete four separate charts for the four medical plans: Active HMO Plans, Active POS Plans, Retiree <65 POS Plan and Retiree 65+ Indemnity Plan. If only one administration chart is completed, it will be assumed the same fees apply for all four requested plans.

Responses are due in the electronic Excel format provided.

CLAIM COSTS - PROVIDER REIMBURSEMENT & DISCOUNTS

This section refers to spreadsheets that must be completed based on your current network provider contracts and experience. Worksheets should be completed separately for the indicated locations.

Claims Re-Pricing Analysis

Please re-price the claims provided in detailed claims experience files referenced in Appendix B. The re-pricing should be based on eligible charges (column "COVD_AMT" on the re-pricing claims files) and your current (as of January 1, 2012) network provider contractual fee arrangements. **The claims re-pricing amounts shall be based on actual data and shall not include any assumptions regarding projected discounts or assumed increases in billed charges.**

- Provide the sum of all re-priced claims by plan (HMO, POS/PPO), by category (Inpatient, Outpatient, Professional, Other) and by in-network and out-of-network based on the eligible charges in the column "COVD_AMT". [See Tab in State of NH RFP Attachments.xls]

  Responses are due in the electronic Excel format provided.

- Provide an explanation detailing how you re-priced the claims, noting any and all adjustments and methodologies.
- Provide a reconciliation that ties your claims re-pricing back to the total eligible charges provided for each product (HMO and POS/PPO).

1. **Confirm your re-pricing is based on your current network provider contractual fee arrangements. "Current" is defined as the discounts the State would achieve through your network as of January 1, 2012. The re-repriced amounts should reflect what you would have paid a provider if the claim was incurred on January 1, 2012.**

2. **Confirm your re-pricing is based on actual data and does not include any assumptions regarding projected discounts or assumed increases in billed charges.**

3. **Confirm that you have provided an explanation summarizing how you re-priced claims, noting any and all adjustments and methodologies.**

4. **Confirm you have not omitted any adjustments or methodologies from your explanation on how you re-priced the claims.**

5. **Confirm that you have provided the claims reconciliation for all charges provided in the claims file.**

Physician Reimbursement

1. **Physician Discount Analysis.** Complete this spreadsheet for network physicians only. Provide your current (as of January 1, 2012) average physician discounts negotiated in the state of New Hampshire as well as your average physician negotiated discounts specific to 3-digit zip codes 031, 032, 033, 037, 038. These discount percentages shall be based on actual achieved discounts and shall not be based on projected or expected discounts. Provide separate charts if physician discounts vary by plan (HMO vs. POS vs. PPO). **[See "Physician Discount" Tab in State of NH RFP Attachments.xls]**

   Responses are due in the electronic Excel format provided.

2. Indicate non-network equivalent Reasonable &Customary Percentile used for non-network reimbursement for the POS/PPO Plan.

3. Indicate source of non-network Reasonable &Customary Allowances (Ingenix, Medicare, ADP, Other).

Hospital and Outpatient Facility Charges

Hospital Discount Analysis. Complete this spreadsheet for network hospitals only. Provide your current (as of January 1, 2012) average inpatient and outpatient hospital discount negotiated in the state of New Hampshire as well as your average inpatient and outpatient negotiated hospital discounts specific to Merrimack, Hillsborough and Grafton Counties in New Hampshire and also Boston, Massachusetts. **These discount percentages shall be based on actual achieved discounts and shall not be based on projected or expected discounts.** Provide separate charts if hospital discounts vary by plan (HMO vs. POS vs. PPO). **[See "Hospital Discount" Tab in State of NH RFP Attachments.xls]**

Responses are due in the electronic Excel format provided.

Capitation Arrangements

1. Are any of the benefits or services you offer reimbursed through a capitated arrangement? If yes, please list all services that are capitated.

2. For any of the capitated services listed in the prior question, does the State have the option of paying for these services on a fee-for-service basis as opposed to a capitated basis?

3. Confirm that the state have access to reports which will show the actual fee-for-service claims experience and utilization for any benefits or services that are under a capitated arrangement?

Funding Questions (Self-funded Plans)

The State requires that provider and enrollees claims payments be made in the first instance by its medical administrator and the State reimburses. The State will accept a weekly claims invoice and can make payment via wire transfer or by check.

The State requires a response to the following questions:

1. How quickly and often must the State make reimbursements to you?

2. How will administrative service fees be billed and collected?

TECHNICAL QUESTIONNAIRE

The State requires a response to the following questions:

A. FUTURE FINANCIAL IMPACT

Question 1 represents 10% of the Future Financial Impact score.
Question 2 represents 20% of the Future Financial Impact score.
Question 3 represents 20% of the Future Financial Impact score.

1. Please complete the chart below providing the expected percentage of the State's non-Medicare claim costs that will fall under each reimbursement category and provide the guaranteed minimum percentage of claims that will be reimbursed on a non-FFS basis. The bidder will place the listed amount at risk for each calendar year.

	Percentage of All Non-Medicare Claim Costs		
Provider Reimbursement	4/1-12/31/2013	CY 2014	CY 2015
A) Fee-For-Service with Gainshare*			
B) Capitation			
C) Episode of Care Payments			
D) Global Payments			
E) Other **Non**-FFS Reimbursements (please describe)			
Guarantee % (A+B+C+D +E)*			
Fee-For-Service Claims as Percent of All claims			
Total (Guarantee % + FFS claims % = 100%)	100%	100%	100%
Dollar Amount at Risk for Not exceeding Guarantee	5% of your administrative fee	5% of your administrative fee	5% of your administrative fee

Guarantee represents the minimum percentage these non-FFS reimbursement arrangements will represent as a percent of all non-Medicare claims in each calendar year.

*"Fee-For-Service with Gainshare" would be defined as reimbursements to providers on a fee-for-service basis that would include an arrangement with the providers whereby at the end of a specified period the provider(s) would be measured based on quality and/or financial criteria. If the criteria was met or exceeded then the provider(s) would be eligible for additional reimbursement above and beyond what they were reimbursed on a fee-for-service-basis. This type of arrangement could be "one-way" (providers can only gain additional reimbursement) or it could be "two-way" (providers could gain additional reimbursement or lose a portion of their fee-for-service reimbursement).

2. Provide the claims trend your organization is willing to guarantee in the second (CY 2014) and third (CY 2015) years of the contract. Your guarantee should state the percentage of your administration fee that will be at risk.

	CY 2014 (over CY 2013)	CY 2015 (over CY 2014)
Guaranteed Trend		
Amount at Risk for not meeting Trend Guarantee	5% of your administrative fee	5% of your administrative fee

* Trend guarantee will be based on the following methodology:

- The trend guarantee will apply to all claims incurred through all medical plans administered by the selected carrier for all non-Medicare participants.
- The actual 2014 incurred claims number will be measured using medical claims that were incurred during the 2014 policy year and paid during that policy year and a six month run-out period through June 2015, removing claims in excess of $250,000. This total will be divided by the actual enrollment during the policy year. (Same methodology applies for CY 2015.)
- The actual 2013 incurred claims number will be measured using medical claims that were incurred during the 2013 policy year and paid during that policy year through June 2014, removing claims in excess of $250,000. This total will be divided by the actual enrollment during the policy year.
- Claims will include the amounts that are the responsibility of both the member and the employer to mitigate distortions created by plan design changes. The actual 2014 trend will be calculated by dividing the adjusted 2014 incurred claims per member per month (calculated as described above) by the adjusted 2013 incurred claims per member per month (calculated as described above) less 1. (Same methodology applies for CY 2015 over CY 2014.)
- A member continuously enrolled 12 months would count as 12 member months.

3. **Network Discount Guarantee**

Bidders are required to provide a network discount guarantee for the first contract year (April 1, 2013 to December 31, 2013). The proposed network discount guarantee percentage must be entered in the cell provided – cell "E6" in the "Discount Guarantee" tab of the RFP attachment. The guarantee must abide by the details and criteria set forth in the attachment file and place 10% of the bidder's contract year administrative fee at risk. See the details in the attachment file and complete the chart. **[See "Discount Guarantee" Tab in State of NH RFP Attachments.xls]**

Bidders are required to provide an explanation of any difference between your current network discount (illustrated in your claims re-pricing) and the amount you are willing to guarantee for CY 2013. Your explanation should contain a narrative of the reasons you expect to obtain a higher (or lower) overall provider network discount in CY 2013 than you currently obtain (and have illustrated in your claims re-pricing).

The remaining questions (questions 4 to 34) represent 50% of the Future Financial Impact score.

4. What percentage of your network providers in New Hampshire are currently contracted via a risk-share formula? Please provide the percentage separately for inpatient facilities, outpatient facilities and physicians. The percentage should represent the number of unique providers divided by the total number of unique network providers for each provider type. **No providers should be counted more than once, and you must list the numerator and the denominator used to calculate the percentage inserted in each box.**

Provider Type	"Accountable Care Organization"	Capitations or Shared Savings Contract
Inpatient		
Outpatient		
Physician		

5. Please indicate how you are defining "Accountable Care Organization".

6. How is your provider risk-share target developed? Please provide a working example.

7. How is the fee-for-service portion of your risk-sharing formula developed?

8. What is your contracting strategy specific to the fee-for-service portion of your risk-sharing formula?

9. Provide the amount a provider can gain under the risk-share arrangement. This amount should be stated as a percentage of claims.

10. If your organization is paying providers for initiatives, who is responsible for paying them, you or your customers? Are these payments included in your administration fees or are they included in claims?

11. Are you moving towards transparency of all provider fees? If yes, please elaborate.

ACO's and Patient-Centered Medical Homes

12. How many Accountable Care Organizations (ACOs) do you currently contract with in the State of New Hampshire? Again, please indicate how you are defining "ACO".

13. Provide the number of ACO's you will be contracted with by the end of 2012. Would you include the State's population in the risk-share target negotiated with an ACO, or will the State have its own risk-share target set up with that particular ACO?

14. Explain in detail the nature of your relationship with all contracted ACO's in terms of the expectations you have for your model and the specific set of metrics that will be used to measure performance.

15. How are you going to be measuring repeat imaging and duplicative services?

16. What is your strategy for provider contracting beginning in 2013?

17. Will the State have the ability to review the risk-share target before it is finalized with a particular ACO regardless of whether it is a State specific target or a global target?

18. What impact do you expect the ACO contracting will have on trend in 2013? Are you willing to guarantee the percentage trend for the State's population that is utilizing a particular ACO?

19. What percentage of all covered members are currently attached to a medical home?

Tiered-Networks

20. Do you currently offer tiered-networks?

21. What impact do you expect the tiered networks will have on trend in 2013? If the State was able to negotiate tiered-networks under bargaining, are you willing to guarantee the percentage trend for the State's population under a tiered network?

22. If the State did not change their plan design, can the information regarding State of New Hampshire providers and their designated tier category be made available to the State's members so they can make informed decisions about the cost and quality of the provider they choose?

23. Explain in detail how you identify and reward high performing physicians.

24. What percentage of State of New Hampshire providers' fees are currently available on your website?

25. What fee information is provided?

26. Do you currently rank providers based on quality and/or cost?

27. If your response is "yes" to the above question, how do you determine the specific quality ranking of each provider and facility? Please provide all criteria and specifics regarding the formula you utilize.

28. How often is each provider's quality ranking revisited?

29. Provide a brief overview of your high quality or high performance network capabilities.

    a. Provide a listing of the markets where the network is currently available, including plans for future expansion
    b. What types of medical providers/facilities are in your high performance network?
    c. Provide a detailed list of physician subspecialties that are included in your high performance network.

30. How do you engage and drive consumers to use high quality, high performance medical providers in your high performance network?

31. What type of reporting will you provide to customers regarding your high quality, high performance medical provider?

32. Describe your programs to evaluate physicians and facilities for your high quality/performance network, specifically addressing the following:

    - Criteria (e.g. quality, cost, efficiency)
    - How is quality information conveyed to plan enrollees?
    - What are your sources of quality and performance information on physicians and facilities?

33. How is quality and performance information shared with physicians?

34. Please describe any additional programs (excluding a tiered network plan design) that you utilize to provide incentives to members to select the high performing providers (providers with the best combination of quality and cost).

B. ADMINISTRATIVE, MEMBER, & CLAIM PAYING SERVICES

The requirements set forth below shall be minimum service requirements to be provided by the successful bidder:

1. The State requires that you administer runout claims for 18 months following termination of the contract. The cost of runout administration must be included in your proposed administration fees.

2. The State requires that your system(s) shall be able to give credit for deductibles or charges applied to out-of-pocket maximums and plan maximums that accumulated with a prior carrier.

3. The State requires that you attend quarterly meetings with the State to discuss plan performance, present financial results, address service issues, and the like.

4. The State requires that you attend all open enrollment meetings at all State locations, as well as attendance at all Agency and benefit fairs.

5. The State expects that it shall have the ability to produce ID cards and/or temporary proof of benefit letters in "real time".

6. The State requires that you provide a live person to answer the customer service phone lines during a weekday from 9am to 5pm EST.

7. The Stare requires that you provide automated services which are available 24/7.

8. The State requires you provide, at no cost to the State, annual member EOB statements.

9. The State requires that they have the ability to have an independent audit performed of your claim operation.

10. The State requires that bidders guarantee adherence to New Hampshire RSA 420-J:8-a regarding prompt pay. The law mandates timeframes for all claims [15 days electronic, 30 days paper claims, overdue (interest payment required if timeframes are not met), denied and pended (inform providers within 15 days (electronic claims) or 30 days (paper claims) and adjudicate with 45 days of receipt of additional].

11. The State requires you provide dedicated staff in the following specialties:

    □ Clinical

    □ Account Management

    □ Customer Service

12. The State requires that you administer COBRA for all benefits subject to that law and for all beneficiaries. The State shall retain the 2% administrative fee authorized by COBRA regulations. COBRA administrative costs should be included in your administrative fee proposal.

Questions: The State requires a response to the following questions:

1. Payment Options for Claims and Administration Expenses (Check only one)
   - ❑ Electronic Fund Transfer
   - ❑ Manual Invoicing
   - ❑ Both options available
2. Which sales office would handle the general servicing of the State?
3. What are the standard office hours for the sales and service office?
4. You will provide dedicated clinical, account management, and customer service staffing to the State. Specify the number and location of the dedicated individuals.
5. For the customer service center proposed for the State provide the following for 2011:
   a. Percent of calls abandoned
   b. Percent of calls handled by live representative
   c. Number of seconds to reach a live customer service representative
6. Do you have a formal training process for customer service reps? Please describe.
7. Do customer service reps have online access to real time claim processing information?
8. Do customer service reps have authority to approve claims?
9. Do you offer clients online access to information and services via the Internet or through CRT interface?
10. If yes, what information is accessible that is included in your financial cost proposal?
11. Can your organization send recovery letters to members who continue to use their medical card after their termination?
12. Do you survey clients annually regarding program administration satisfaction?

    If yes, provide most recent aggregate results.
13. How many toll free numbers are available to the State and its members to handle claims or other member service issues?
14. What hours will the telephone lines be staffed?
15. Do you currently perform membership satisfaction surveys? Provide a copy of the latest results of the survey. What percent of members indicated that they were "satisfied or very satisfied" with the overall program?
16. Do you provide member support services for selecting and/or locating network pharmacies?
17. Please describe how your organization will assist the State in marketing how employees can get the most of their medical benefits. The described services must be included in your quoted administrative fees.
18. Are you able to customize messaging on point of sale EOB's specific to the client's plan?
19. How are out-of-network claims processed?

20. Please provide an overview of your organization's top three cost containment initiatives that could be recommended that would align with the State's population and plan design. Provide detail on how the program would work, the impact to the participant and why the State would benefit from this initiative.

C. REPORTING, IT & DATA INTEGRATION

The State requires a response to the following questions:

1. Indicate for each report noted below whether you can provide such a report at no additional cost. If you can provide the requested report as part of the services included in your financial cost proposal, indicate the frequency the report will be available.

a. Eligibility Report which shows accuracy of updates and changes
   - □ Yes/No
   - □ Frequency

b. Paid Claims Summary
   - □ Yes/No
   - □ Frequency

c. Detail Claim Listing (Utilization by individual claim, listing the provider information, submitted charge, allowable charge, paid)
   - □ Yes/No
   - □ Frequency

d. Cost Sharing Report (Amounts determined to be ineligible, amounts applied to copays and coinsurance, and amounts adjusted for COB)
   - □ Yes/No
   - □ Frequency

e. Detailed Utilization Report
   - □ Yes/No
   - □ Frequency

f. High Amount Claimant report
   - □ Yes/No
   - □ Frequency

2. Describe any other claim/management reports you would be able to supply to the State or its designee regularly at no additional charge and the frequency with which they could be provided.

3. Describe any other reports either Clinical or Financial in nature that would be provided to the State or its designee in order to help manage benefit costs.

4. Describe in detail any programs designed to integrate medical and pharmacy data in order to create patient management and cost savings opportunities.

5. Would there be a charge to the State for the required independent audit performed of your claim operation?
   - ❑ No
   - ❑ Yes

6. Explain your Coordination of Benefits (COB) procedures.
   A) Do you pursue COB prospectively or retrospectively to payments?
      - ❑ Prospectively
      - ❑ Retrospectively

   B) How often are records updated for new information on other coverage? Please describe how this data is gathered.

7. Please complete the following table of fraud detection programs:

Task	**Formal Written Program**	**If yes, provide total # of events per 1000 covered lives)**	**Describe Program**
A. Ineligible Claimant	❑ Yes ❑ No		
B. Assure that service billed is actually rendered	❑ Yes ❑ No		
C. Over billings	❑ Yes ❑ No		

8. Do you retain medical consultants for the review of any unusual claims or charges?
   - ❑ a. Yes
   - ❑ b. No

   If yes, explain the method in which such consultants are used and describe their qualifications, any affiliations and how they are compensated.

9. How do you reimburse multiple surgical procedures being performed during one operation?

   Is a reduced scale used for the 1st and subsequent procedures? *(Check only one)*
   - ❑ a. Yes
   - ❑ b. No

10. Please describe how late payment interest is handled when Chapter 162, Laws of 2005 are not met.

    Would the cost be passed on to the State? **_____Yes _____No**

    If yes, would you agree to guarantee 100% or a percentage of total interest paid per quarter for the length of the contract be returned to the State as a penalty for non-compliance with this law?

    _____% if not 100%

Claims and Appeals

11. Do you have a formal written appeal/grievance/reconsideration process for both self-funded and fully-insured plans? *(Check only one)*

    ❑ a. Yes

    ❑ b. No

    If yes, please describe these processes, including how the appeal providers are chosen, who is retained for external appeals and what the turnaround time is from the time an appeal is submitted to when a decision on the appeal is reached.

12. Is there information regarding the option for an appeal, the timeframe, and the mailing address and all other information required by PPACA claims and appeal rules in either the body of or attached to all claim and appeal notification letters? (Check only one)*)*

    ❑ a. Yes

    ❑ b. No

13. Have your claims and/or UR staff been educated and trained on how to process claims and/ or pre-certification review under NHRSA 420-J:5 and the new PPACA guidelines? *(Check only one)*

    ❑ a. Yes

    ❑ b. No

14. Are you fully compliant with PPACA claims and appeals regulations and NHRSA 420-J:5? *(Check only one)*

    ❑ a. Yes

    ❑ b. No

15. Are there any differences between your fully-insured and self-funded claims processing systems? *(Check only one)*

    ❑ a. Yes

    ❑ b. No

16. Who is the fiduciary? Who is responsible for the second level of appeal?

D. HEALTH MANAGEMENT PROGRAMS

The State requires a response to the following questions:

Utilization Management

1. If your contracted physician requested that a Pap smear be evaluated by the following techniques, which ones would be considered payable under your organization? (*Check all that apply)*
   - ❑ a. ThinPrep
   - ❑ b. PapNet
   - ❑ c. AutoPap
   - ❑ d. Other device to perform Pap smear evaluation (List):_____.
   - ❑ e. None of the above or unknown.
2. The National Institute of Health has classified the following services as Alternative Medicine practices. These practices are currently under NIH investigation to determine efficacy. Indicate whether any of the following services, when requested by enrollees are commonly considered eligible expenses by your organization. (*Check all that apply)*
   - ❑ a. Homeopathic services
   - ❑ b. Naturopathic services
   - ❑ c. Biofeedback
   - ❑ d. Herbal medicine
   - ❑ e. Chiropractic/spinal manipulation
   - ❑ f. Acupuncture
   - ❑ g. Acupressure
   - ❑ h. Yoga
   - ❑ i. Therapeutic massage
   - ❑ j. Rolfing
   - ❑ k. Trager/Feldenkrais manual healing techniques
   - ❑ l. Ayurvedic medicine
   - ❑ m. Nutritional therapy: macrobiotics, megavitamin
   - ❑ n. None of the above.
   - ❑ o. Other: _____
3. How long has your organization been performing Utilization Management services? (*Check only one*)

- ❑ a. Less than 1 year
- ❑ b. 1-3 years
- ❑ c. 4-6 years
- ❑ d. 7-9 years
- ❑ e. 10 or more years

4. Are your services local, national, or international? (*Check only one*)

- ❑ a. Local only
- ❑ b. National, some states*
- ❑ c. National, all states
- ❑ d. National, all states plus international

* Indicate the states you SERVE or DO NOT SERVE (whichever is shorter).

_____

5. Are there any specific reporting or administrative procedures you would require of the State prior to implementation of your program?

- ❑ a. Yes, explain:
- ❑ b. No

6. Complete the grid to indicate the number of physicians (MD, DO) ROUTINELY available to your organization to assist in review.

	Full Time	**Part Time**
A. Number of physicians on staff in your Utilization Review office		
B. Number of physicians retained as consultants to review as needed		

7. Would you be agreeable to a periodic (*e.g.*, twice a year) "round table" meeting with the State, Utilization Management firm, claims payor and consulting organization to discuss both positive and negative areas of the working relationship? (*Check only one*)

- ❑ a. Yes, cost included in fees
- ❑ b. No

8. If medical records are needed and a facility/provider charges your Utilization Management firm for the photocopy/postage expense, who pays that bill? (*Check only one*)

   ❑ a. Utilization Management firm absorbs cost.

   ❑ b. Patient

   ❑ c. Employer/State

9. Does your Utilization Management firm **subcontract** for any portion of the following? *(Complete all rows)*

Service	**Yes**	**To Whom**	**No**	**Service Not Available**
a. Preservice review				
b. Concurrent review				
c. Discharge planning				
d. Psychiatric/substance abuse review				
e. Case management				
f. Bill audits				
g. Coding (ICD/DRG)				
h. Data entry				
i. Computer programming				
j. Physician advisor review				
k. HIPAA EDI services				

10. Do you have educational material, which informs enrollees regarding your U.R. services and procedures? (*Check only one*)

   ❑ a. Yes, available for the State at no added cost

   ❑ b. No, but can develop at no added cost

   ❑ c. No, not available

11. Is your firm willing to assist the State if a dispute arises over payment/ nonpayment for health care services which your firm recommended were not medically necessary, appropriate and/or reasonable? *(Check only one)*

    - ❑ a. Yes, within our proposed fees
    - ❑ b. No, explain:

12. Does your utilization management firm have any affiliations with other business entities?

    - ❑ a. No
    - ❑ b. Yes, explain the nature of these affiliations:

Preservice Review

13. Indicate which services are reviewed under your preservice (precertification) review program (*Check all applicable to your program*):

    - ❑ a. Elective inpatient medical/surgical admissions
    - ❑ b. Elective outpatient surgery
    - ❑ c. Diagnostic services
    - ❑ d. Durable medical equipment
    - ❑ e. Corrective appliances/prosthetics
    - ❑ f. Skilled nursing facility
    - ❑ g. Home health/home enteral/parental therapy
    - ❑ h. Musculoskeletal services (e.g., chiropractic)
    - ❑ i. Medical services (e.g., physical therapy, Dr's office visits)
    - ❑ j. Psychiatric admissions (acute and residential)
    - ❑ k. Psychiatric outpatient therapy services
    - ❑ l. Substance abuse (e.g., detoxification, rehabilitation)
    - ❑ m. Other:
    - ❑ n. No preservice review offered

14. Precertification includes analysis and determination of which of the following (*may check more than one*):

- ❑ a. Appropriate Level of Care (e.g., inpatient versus outpatient)
- ❑ b. Reasonable Length of Stay for inpatient confinement
- ❑ c. Actual Medical Necessity and appropriateness of the surgery or service being requested (e.g., does service require performance)
- ❑ d. Necessity for the services of an Assistant Surgeon with each operative procedure analysis
- ❑ e. Necessity for a proposed Preoperative hospital day
- ❑ f. Necessity for a proposed 23-hour observation stay following outpatient surgery
- ❑ g. Patient resources for self-care
- ❑ h. Other: Explain

Case Management

15. Does your firm have an ACTIVE case management program?

- ❑ a. Yes
- ❑ b. No

16. What criteria are used to identify cases for medical case management? (*Check only one*)

- ❑ a. No criteria used – we rely on our staff's clinical experience
- ❑ b. Internally developed written criteria: Please describe and provide sample (or example) of how that criteria would apply to certain situations
- ❑ c. Other purchased case management criteria: Please describe and provide sample (or example) of how that criteria would apply to certain situations

17. A) How and when are medical specialists involved in the case management process?

B) Describe their credentials.

18. During case management, check which services your staff routinely performs on each case. (*Check all that apply*)

    - ❑ a. Redirect/channel patient/provider to correct in-network provider (e.g., non-network DME vendor redirected to use network DME vendor)
    - ❑ b. Negotiate discounts with non-network providers and vendors
    - ❑ c. Steer patient/physician to your firm's contracted vendors in order to obtain discounts
    - ❑ d. Evaluate and alter the proposed treatment plan toward a more creative treatment plan
    - ❑ e. Staff functions as patient ombudsman to answer questions and reassure patient/family
    - ❑ f. Staff functions to gather information from the patient's caregivers and physicians to report the status to the State or claims administrator
    - ❑ g. Discuss community resources
    - ❑ h. Identify the case manager available for call in questions
    - ❑ i. Other: _____

19. Indicate the frequency with which your firm sends summary data on case management services to the State. (*Check only one*)

    - ❑ a. No reports currently provided
    - ❑ b. Quarterly
    - ❑ c. Quarterly with an annual summary
    - ❑ d. Other:_____

Quality Control of Utilization Management Services

20. Are you able to provide an annual summary of the State's utilization statistics and your firm's overall savings?

    - ❑ a. Yes
    - ❑ b. No

21. Are you able to provide quarterly and ad-hoc reports of the State's utilization statistics and your firm's overall savings?

    - ❑ a. Yes
    - ❑ b. No

Disease Management

For the purpose of the following questions, "disease management" will refer to a **formal** program designed to improve the health, outcomes & quality of life of enrollees, as well as lower costs through a systematic approach to actively manage a population of enrollees with a specific disease.

22. Complete the following grid regarding your organization's FORMAL Disease Management (DM) program. (*Check all that apply and complete columns b, c, d, and e).*

Check the programs currently in place.	**Number # of years program in place?**	**Number of members currently participating in program?**	**Performed by in-house Staff or Outsourced**	**What data or results are you currently tracking to demonstrate the <u>effectiveness</u> of each Disease Management Program? (Attach added documentation as needed)**
1 Adult-onset diabetes				
2 Hypertension				
3 Pediatric asthma				
4 Juvenile diabetes				
5 Epilepsy				
6 Rheumatoid arthritis				
7 Chronic obstructive pulmonary (COPD)				
8 Osteoarthritis				
9 Adult asthma				
10 Migraine headache				
11 Chronic renal failure				
12 Peptic Ulcer				
13 Major Depression				
14 Hemophilia				
15 Obesity				
16 Coronary Artery Disease				
17 High Risk Pregnancy				
18 Congestive Heart Failure (CHF)				
19 Lyme Disease				
20 Other				

23. Indicate the items that **your organization** incorporates into **each** disease management program that you administer. (*Check all that apply)*

- ❑ a. Protocol to assist physician in making efficient diagnosis.
- ❑ b. Periodic calls to discuss enrollee's compliance and health status.
- ❑ c. Practice guidelines to develop consistency and effectiveness in treatment planning.
- ❑ d. Provider survey on satisfaction with the disease management protocol.
- ❑ e. Recommended drug therapy regimens.
- ❑ f. Enrollee satisfaction with your disease management program.
- ❑ g. Enrollee educational material (e.g., brochure, cards, video).
- ❑ h. Patient's return demonstration of techniques or equipment taught to them.
- ❑ i. Outcome measures indicating the CLINICAL effectiveness of program.
- ❑ j. Outcome measures indicating the COST effectiveness of program.
- ❑ k. Other: _____

24. An enrollee's entrance into your organization's disease management programs is typically prompted by which of the following: (*Check all that apply)*

- ❑ a. A referral from the enrollee's physician.
- ❑ b. Evidence of at least one bill (claim/encounter) for a pertinent diagnosis.
- ❑ c. Enrollees identified via a health risk assessment survey.
- ❑ d. Enrollees who have had at least one hospital admission for a pertinent diagnosis.
- ❑ e. Enrollees identified by their prescription usage.
- ❑ f. Enrollees with at least one ER visit for a pertinent diagnosis.
- ❑ g. Enrollees who desire participation.
- ❑ h. Other: _____

25. Do you offer cost savings guarantees for any Disease Management Program offered?

- ❑ a. No
- ❑ b. Yes, describe: _____ .

26. Do you receive any fees or revenue from any drug manufacturer, medical equipment provider, or other medical service provider or other third party for directly sponsoring or promoting any of your DSM programs?

    - ❑ a. No
    - ❑ b. Yes, describe: _____

27. Indicate how and when you use a Health Risk Appraisal (HRA) in the course of your disease management services.

E. WELLNESS SERVICES

The State is looking to have wellness services included as part of their program.

The program requirements are as follows:

1. Provide a URL and ten (10) user name/passwords for demonstration purposes of your health management and wellness website.

2. Ability to customize your health management and wellness website with State wellness program logo and health improvement benefit information.

3. Your health management and wellness website includes engaging, innovative tools to support a healthy lifestyle such as a health risk assessment (HRA), tracking tools for weight, exercise, nutrition, self-education courses, medical information, incentive program, and personal health record.

4. Electronic reminders sent to members who have partially completed or have not completed health improvement/wellness services they are eligible for such as HRA, health coaching, and incentives.

5. The HRA is compliant with Genetic Information Nondiscrimination ACT (GINA) regulations.

6. Member HRA reports include an individualized risk score, can compare their scores/results to previous HRA score/results (if available), and recommends specific actions that the member can take to maintain and/or improve their health.

7. Upon completion of the HRA, the member can choose to be contacted by a health coach or representative (e.g., a follow-up phone call, email, letter) to discuss the member's HRA report, and if eligible, enrolled into health improvement programming.

8. Include a sample HRA member report within your proposal.

9. Provide quarterly member satisfaction results regarding health improvement/wellness services including HRA, health coaching, incentive program.

10. Send names of members that have completed an HRA to other State vendors at no additional cost.

11. Your health coach and customer representatives must be thoroughly familiar and conversant with State Health Benefit Program coverage including tobacco cessation, weight management and other health improvement/wellness services available.

12. The capability to accept data feeds or paper reports from medical providers as a means for members to meet incentive offerings for preventive care, health coaching/education, health screening and health indicators.

13. The capability to award monetary rewards to members eligible for incentives.

14. Provide self-help information and decision-support tools through the following modalities:
    i. 24/7 Nurse Support Telephone Line
    ii. Prenatal Education
    iii. Self-Care Books
    iv. Web support

15. The State must be able to have access to pull the following reports:

    i. Percentage of members identified for health improvement/coaching programs
    ii. Percentage of members in health risk stratification levels
    iii. Percentage of members eligible, enrolled, and completed health improvement/coaching programs.
    iv. Percentage of members that have improved health indicators.
    v. Cost Savings
    vi. Participant Satisfaction

Questions: The State requires a <u>response</u> to the following questions:

1. Provide an overview of your organization's following health improvement/wellness services that are currently available:
    i. Health Risk Assessment
    ii. Telephonic
    iii. Online
    iv. Group
    v. Health literacy and decision making
    vi. Incentive administration

2. List industry accreditations and national standards of care for each of the above programs you offer. For the program services you offer that are not accredited, would you be willing to partner with an industry-accredited service provider that is?

3. Provide the name of the HRA you propose to use. Be sure to address the following in your response:
    i. Origin
    ii. Academic institution collaboration
    iii. Differentiation from other HRAs in the industry
    iv. Guiding member health management and risk reduction
    v. Disclosure of how the HRA information will be used and protected in accordance with privacy laws
    vi. Average participation rates
    vii. Methods that a member can complete the HRA (e.g. paper, online, telephonic)

4. What methods can members participate in your health improvement/wellness services (e.g. digital, webinar, telephonic, mail, group).

5. Outline the process that your health improvement/wellness coaches employ to ensure a member is working toward their program goal(s) and maintains engagement in the program. Be sure to include the tools and communication methods used to support the coaching process.

6. Describe how your health management and wellness programs engage a member's primary care team in coordinating and assisting health improvement and disease prevention and screening.

7. Provide your book-of-business program engagement (i.e., active participation) rates for your health improvement/coaching services.

8. Describe the onsite health screening services your organization can provide.
9. Describe the health screening options/setup you recommend for the State, which has approximately 14,000 employees located in over 100 locations.

10. Describe how members receive onsite health screening results, interpretation of the results, referral to health improvement/wellness services, medical assistance, State health benefits, and action steps to take to reduce health risks.

11. Can you electronically integrate the data you collect from a member at an onsite health screening program into the member's HRA, health coaching program, incentive program, personal health record, etc.?

12. Do you offer cost savings guarantees for any health improvement/coaching services offered?

13. Please provide your BOB risk reduction and/or health improvement results for members that engage in your health improvement/coaching services.

14. Describe how your disease management and wellness programs are integrated together for a member with co-morbidities (e.g. member with obesity and diabetes).

15. Describe your wellness incentive program. Be sure to address how you validate member completion of preventive care compliance, health risk reduction, and outcomes based on health screening results and/or improvements.

16. Provide a case study for a wellness incentive program that you offer using a "points-based" incentive design with monetary rewards for preventive care compliance, health risk reduction activity, and outcomes based on health screening results and/or improvements. If available, include data on how this incentive program resulted in health improvement in a client population.

17. Provide client sample communications including a timeline, work plan and marketing materials your organization used to launch a voluntary wellness incentive program.

18. Will you offer subject matter experts to assist the State with health improvement and wellness integration efforts? If yes, would these experts be able to join the State Health Benefit Program and Wellness Workgroup for monthly meetings?

19. Describe and outline how your organization would assist the State in developing a results-oriented wellness program.

20. Provide fees in an all-inclusive chart (by health improvement/coaching service offered, provide the fees you will charge the State and enrollees). This chart is located in the **SONH RFP Attachments.xls file in the tab labeled "Administrative Fee - Wellness"**. Include this completed chart in your response to the financial section of this RFP.

21. Are there alternative fee structures available to the State?

22. Can your fee be retroactively adjusted to account for lower than expected health improvement/coaching service utilization?

23. Are you willing to put your fee at risk relative to the savings estimates you have provided? If so, what amount of percentage of your feel will you return to the State if savings estimates are not reached? How will savings be measured?

F. INNOVATIVE PRODUCTS AND VALUE-ADDED SERVICES

The State is required to provide a voluntary employee incentive program that offers taxable cash payments to employees who utilize cost-effective health care providers. Please confirm that you are able to administer this type of program. Provide a description of your program.

The State requires a response to the following:

1. Provide a list of all services that are available through your website at both the plan level and the member level.

2. Elaborate on ways that member tools and ways members can communicate with the carrier, including use of technology and social media.

3. How will you use health information technology to help people live healthier lives?

4. Describe how you empower members to be able to accurately evaluate providers.

5. Discuss approaches for enhancing and increasing member engagement.

6. Provide samples of reports that are available through your website or other media to Plan Sponsor.

7. Provide examples of how you are currently using technology and social media to make the process of navigating through the healthcare delivery system easier for the member.

8. Provide examples of any additional innovative products or services that you are working on for the future.

9. Describe four effective cost savings programs you would implement that require patients to try low cost therapies before more aggressive treatments are approved (e.g Imaging, Physical Therapy, surgical alternatives, hospital discharge coaching).

10. What data/reports will you provide the State to allow them to identify and eliminate provider overtreatment or outlier charges? Provide sample reports, timing and benchmarking methods you will provide?

11. As recommended by clinical guidelines, early detection and screening is essential for optimal clinical outcomes. Provide case studies of effective incentive programs that improve the level of cancer and other critical disease screenings?

12. Besides the services requested in the RFP, what additional services are included in your quoted administration fees?

G. HEALTHCARE REFORM INITIATIVES

The State requires a response to the following questions:

1. How have you prepared for the changes that are expected in 2014 and beyond as a result of the Affordable Care Act?

2. Have you determined what you will recommend to clients as “Essential Benefits”?

3. How will you be dealing with the excise tax?

4. Describe you preparation for the new electronic medical record requirements.

5. Explain how you are prepared for the new appeals process?

6. Elaborate on pilot projects or other new initiatives, which distinguishes your company from others.

INFORMATIONAL PURPOSES ONLY

A. INDEPENDENT SECOND OPINION AND CLINICAL ADVOCACY SERVICES

The State is considering implementing an independent second opinion and complex clinical advocacy services program to allow members access to an independent second opinion for conditions such as cancer, heart attack/CAD, stroke, renal failure, MS, Coma, paralysis, major burns, organ transplants and any other serious conditions or high cost surgeries. The review would include both the diagnosis and the treatment plan.

This informational purposes only section is intended to provide the State with information to assist it in this decision and is not part of the scoring criteria used in determining the successful bidder.

The State requests responses to the following questions:

1. Are you able to directly provide these services to the State, or will you subcontract with an outside organization? If a subcontract, please indicate how you will assure continuity of these services.
2. Indicate the services that are included and the cost associated with those services and any options. (This cost should **NOT** be included as part of your administrative fee proposal).
3. Please provide the cost for the requested services. This chart is located in the **SONH RFP Attachments.xls file in the tab labeled "Administrative Fee - Second Opinion"**. Include this completed chart in your response to the financial section of this RFP.
4. How will a member be aware of the availability of these services?
5. How will a member initiate the services provided?
6. Provide a summary of the workflow once a member has initiated the process. This should include the steps taken to obtain clinical records for the member.
7. What are the turnaround times for obtaining a response once a member has initiated the process?
8. What medical conditions and diseases are covered by the independent second opinion services you are proposing?
9. How are the clinician identified for inclusion in your program?
10. Include sample reports that will be provided to the State on an ongoing basis summarizing the activity for independent second opinion.
11. What level of clinician will be utilized for the independent second opinion?
12. How should the State measure success of this program?

REQUEST FOR REFERENCES

The State reserves the right to request references, at any time, during the evaluation process.

APPENDICES – GROUP INFORMATION

APPENDIX A	REQUESTED PLAN DESIGNS
APPENDIX B	DETAILED CLAIMS EXPERIENCE
APPENDIX C	EMPLOYEE CENSUS, MONTHLY ENROLLMENT, MONTHLY CLAIMS EXPERIENCE
APPENDIX D	PLAN DEVIATION FORM
APPENDIX E	STATE OF NH TRANSMITTAL LETTER
APPENDIX F	P-37 FORM CONTRACT
APPENDIX G	BUSINESS ASSOCIATE AGREEMENT

APPENDIX A

REQUESTED PLAN DESIGNS

Please see the RFP attachment. The "Plan Designs" tab includes a listing and descriptions of the Summary of Benefits attached to this RFP.

- Active Plan Summary of Benefits are provided for the current plan designs (effective November 1, 2011) and the plan designs in place prior to November 1, 2011. There are six (6) Summary of Benefits for the Active Plans.

- Retiree Plan Summary of Benefits are provided for the current plan designs (effective January 1, 2012) and the plan designs in place prior to January 1, 2012. There are six (6) Summary of Benefits for the Retiree Plans.

Please note:

- All the active groups currently have the same HMO and the same POS plan design.

- The State offers only one Retiree <65 Plan design. The POS Open Access and the PPO Plan designs for the Retiree <65 Plan are exactly the same. Due to the network design of the current carrier, retirees that live outside of New England are enrolled in the PPO product.

HISTORIC PLAN CHANGES

The State Plans' medical plan design changes over the most recent three years are listed in the RFP attachment. **[See "Plan Designs" tab in State of NH RFP Attachments.xls.]**

APPENDIX B

DETAILED CLAIMS EXPERIENCE FOR REPRICING

Inpatient HMO Positive Claims to Reprice.xls
Inpatient PPO_POS Positive Claims to Reprice.xls
Outpatient HMO Positive Claims to Reprice.xls
Outpatient PPO+POS Positive Claims to Reprice.xls
Professional HMO Positive Claims to Reprice.xls
Professional PPO_POS Positive Claims to Reprice.xls
Other HMO Positive Claims to Reprice.xls
Other PPO_POS Positive Claims to Reprice.xls

Please contact Tammy Nelson at Tammy.Nelson@nh.gov to request this information. The CD shall be provided to prospective bidders who manifest a reasonable likelihood of meeting the minimum qualifications of this RFP. Such likelihood shall be evidenced by the apparent provider network of the prospective bidder.

APPENDIX C

EMPLOYEE CENSUS, MONTHLY ENROLLMENT, MONTHLY CLAIMS EXPERIENCE

[See "Appendix C" Tabs in State of NH RFP Attachments.xls]

- The State's employee census information with zip codes as of July 2, 2012

  Please contact Tammy Nelson at Tammy.Nelson@nh.gov to request this information. The CD shall be provided to prospective bidders who manifest a reasonable likelihood of meeting the minimum qualifications of this RFP. Such likelihood shall be evidenced by the apparent provider network of the prospective bidder.
- Monthly enrollment counts from January 2009 to June 2012
- Monthly claims experience from January 2009 to June 2012

LARGE CLAIMANT REPORTING

Active wo Trooper High_Dollar_Claimant 6-2011 to 5-2012.pdf

Active wo Trooper High_Dollar_Claimant 6-2010 to 5-2011.pdf

Troopers High_Dollar_Claimant 6-2011 to 5-2012.pdf

Troopers High_Dollar_Claimant 6-2010 to 5-2011.pdf

U65 Retiree High_Dollar_Claimant 6-2011 to 5-2012.pdf

U65 Retiree High_Dollar_Claimant 6-2010 to 5-2011.pdf

UTILIZATION REPORTING

SONH Active (Incl Trooper & Cobra) Cost and Utilization YE 5-2012.pdf

SONH U65 Retiree Cost and Utilization YE 5-2012.pdf

State of NH Compass_Summary_Report_October 2011.pdf

State of NH Compass_Summary_Report_May 2012.pdf

Health Assessment Tool Results 7-2012 & 12-2011.pdf

APPENDIX D

PLAN DEVIATIONS FORM

This form needs to be completed and returned with your proposal in order to be considered in the carrier selection process.

Active HMO and POS Plan Designs

[ ] This is to certify that the submitted proposal includes no deviations to the Active Plan designs as outlined in "State of NH Active HMO 11-1-2011.pdf" and "State of NH Active POS 11-1-2011.pdf".

Retiree <65 and Retiree 65+ Plan Designs

[ ] This is to certify that the submitted proposal adheres to the plan design as outlined in "State of NH Ret U65 POS 1-1-2012.pdf" and the "State of NH Ret 65+ 1-1-2012.pdf" **with the following exceptions:**
_____
_____
_____

[ ] This is to certify that the submitted proposal includes no deviations.

All Other Requirements outlined in the RFP

[ ] This is to certify that the submitted proposal adheres to all the requirements outlined in the RFP **with the following exceptions:**
_____
_____
_____

[ ] This is to certify that the submitted proposal adheres to all the requirements outlined in the RFP with no deviations.

_____
Signature

_____
Print Name

_____
Title

APPENDIX E
STATE OF NEW HAMPSHIRE RFP TRANSMITTAL LETTER

Date: _____ Company Name: _____
Address: _____
_____

To: **Point of Contact:** Tammy Nelson
Telephone: (603)-271-2009; Fax: (603) 271-7564
Email: Tammy.Nelson@nh.gov

RE: **RFP Name:** Administration of Medical Benefits
RFP Number: RFP # 1450-13
RFP Opening Date and Time: August 20, 2012 at 2:00PM

Dear Madam:

[Insert Name of signor _____], on behalf of [Insert name of company submitting a proposal _____] (collectively referred to as "Vendor") hereby submits an offer as contained in the written proposal submitted herewith to the State of New Hampshire in response to RFP #1450-13 for the Administration of Medical Benefits.

[Print Signor name_____] is authorized to legally obligate [Print Company Name _____].

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by all RFP terms and conditions.
2. The Vendor has not altered any of the language or other provisions contained in the RFP document.
3. The proposal is effective for a minimum period of 6 months, or no later than April 1, 2013, from the RFP submission deadline of August 20, 2012.
4. The prices Vendor has quoted in the proposal were established without collusion with other eligible vendors.
5. The Vendor has read and fully understands this RFP.
6. Vendor's official point of contact is _____
   Title _____
   Telephone _____ Email _____

Authorized Signor Signature Printed _____

Authorized Signor Signature _____

COUNTY:_____ STATE:_____

NOTARY PUBLIC/JUSTICE OF THE PEACE
On the _____ day of _____, 2012, there appeared before me, the State and County foresaid a person who satisfactorily identified him/herself as _____ and acknowledge that he/she executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

_____
(Notary Public/Justice of the Peace)
My commission expires: _____ (Date)

APPENDIX F

Subject: **ADMINISTRATION OF MEDICAL BENEFITS SERVICES AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of , County of On , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: On:			
1.18 Approval by the Governor and Executive Council By: On:			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records

and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

APPENDIX G

STANDARD EXHIBIT I

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire Department of Administrative Services Employee and Retiree Health Benefit Program.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its subcontractors that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Covered Entity agrees that Business Associate's need to maintain portions of the PHI in records of actuarial determinations and for other archival purposes related to memorializing advice provided, can render return or destruction infeasible.

(4) <u>Obligations of Covered Entity</u>

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) <u>Termination for Cause</u>

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) <u>Miscellaneous</u>

a. <u>Definitions and Regulatory References</u>. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. <u>Amendment</u>. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. <u>Data Ownership</u>. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. <u>Interpretation</u>. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

_____	_____
The State	Name of the Contractor
_____	_____
Signature of Authorized Representative	Signature of Authorized Representative
_____	_____
Name of Authorized Representative	Name of Authorized Representative
_____	_____
Title of Authorized Representative	Title of Authorized Representative
_____	_____
Date	Date