



**1111 E. Cesar Chavez St. Austin, TX 78702
512-978-8157**

Request for Proposal

For

**RFP 1612-001-CCC
THIRD PARTY ADMINISTRATIVE SERVICES
Claims Payment**

December 19, 2016

Table of Contents

RFP Timeline	3
Proposal Process	3
Client Address	4
Effective Date	4
Commissions	4
Proposal Submission	4
Proposal Evaluation	6
Evaluation Factors	6
Overview	7
Enrollment and Claims Data	9
Requested Scope of Services	10
Exhibits	12
Exhibit 1 – Specific Requirements Questionnaire	13
Exhibit 2 –Required Scope of Services Questionnaire	15
Exhibit 3 – Confidentiality of Patient Information for Business Associates	21
Exhibit 4 – Proposal Form	29
Exhibit 5 – Proposed Pricing Form	30
Exhibit 6 – Insurance Requirements	32
Exhibit 7 – Performance Guarantees	34

Purpose

The purpose of this RFP is to gather information from your organization ("The Proposer") for third party administrative services for the Community Care Collaborative's (CCC) required scope of services and key selection criteria. Finalists may be expected to participate in interviews with CCC staff and consultants to address more detailed questions regarding financial, organizational or operational offerings.

RFP Timeline

In order to complete a comprehensive review, give your organization a fair evaluation, and still meet the CCC's internal operational deadlines, every effort will be made to follow the timeline below ("RFP Timeline").

Date	Activity
December 19	RFP distribution
January 5	Deadline for respondent questions
January 12	Responses to questions distributed
January 23	Proposal due date
January 24 - January 30	Evaluate proposals
February 1 - February 6	Conduct finalist interviews, if needed
February 7 - February 10	Determine final Proposer for contract negotiation
February 13 - February 17	Proposal approval by the CCC Board
No later than March 15	Negotiation and execution of services agreement

Proposal Process

The contract(s) will be for one, three-year contract with two (2) one-year renewal options. CCC is seeking multi-year rate guarantees.

All proposals shall meet or exceed requirements as further described in the exhibits to this RFP ("Minimum Requirements") to be considered valid proposals. Any variance(s) from Minimum Requirements, including Insurance Requirements as described in Exhibit 6, must be clearly specified within the response in order to be considered a valid proposal. Proposers shall complete the Proposal Form and Proposed Pricing Form (attached hereto as Exhibits 4 and 5). All proposals received in response to this invitation will become the property of CCC, will be retained and, by reference, become part of a future, formal agreement. Receipt of a proposal by CCC does not constitute a contract. CCC accepts no responsibility or liability for any cost incurred in the preparation and/or submission of such proposal. After entering into a contract with one or more Proposers, all proposals may be open for public inspection.

If a proposal contains proprietary information, the Proposer must declare any such information as proprietary if Proposer does not want the information to become public. Any proprietary information must be clearly identified in the index and within the proposal. CCC cannot guarantee any information will be withheld from the public. Once a proposal is opened, any request for information marked proprietary may be sent to the Attorney General and the Proposer must submit arguments as to why the information should not be disclosed.

Any selection of a Proposer to provide services resulting from this RFP will be subject to evaluation based upon the proposal that is considered most advantageous to the CCC over the life of the project as determined by CCC in its sole discretion.

CCC reserves the right to:

- Reject any or all proposals and discontinue the RFP process at any time without obligation or liability to any entity
- Accept a proposal, in whole or part, other than the lowest-priced proposal

- Enter into a contract on the basis of representations and offers made initial proposals received without discussions or requests for best and final offers
- Request additional information or clarification from Proposers which may vary by Proposer
- Request best and final offers from any or all Proposers
- Contract with one or more Proposers for one or more tasks; and/or
- Not enter into any contracts with any Proposers or on the basis of any material terms of the proposals
- Enter into a contract with a Proposer directly or through an affiliate
- Change any deadlines associated with the RFP Timeline.

Proposals must be complete and valid and proposed fees must be firm and guaranteed for 120 days from the proposal's due date. Proposals and any other information submitted by vendors in response to this RFP will not be returned. CCC will not provide compensation to Proposers for any expenses incurred as part of the proposal process, including but not limited to, expenses incurred in preparing proposals, conducting demonstrations, responding to inquiries, and attending meetings and negotiations. Vendors submit proposals at their own risk and expense.

Community Care Collaborative is exempt from taxes. DO NOT INCLUDE TAX IN PROPOSAL.

Proposer MUST give full contracting entity's name and address. Person signing proposal should show TITLE or AUTHORITY TO BIND HIS/HER FIRM to the material terms and pricing contained in the Proposer's proposal.

Client Address

Community Care Collaborative
ATTN: Norma Williams
1111 East Cesar Chavez Street
Austin, TX 78702

Date TPA Services are to begin

July 1, 2017

Commissions

CCC shall not pay any commissions related to or arising out of this services agreement. Please quote net of commissions.

Proposal Submission

All proposals must be received on or before 2:00 o'clock p.m. CST, January 23, 2017.

Please submit proposals as follows:

One (1) original, ten (10) Paper Copies, and one (1) flash drive delivered to the client address listed above.

Your answers should be straightforward and responsive. Please provide concise and thorough responses.

Exhibits

Proposer shall sign, date, complete and return applicable exhibits.

Exhibit 1 – Specific Requirements Questionnaire

Exhibit 2 – Required Scope of Services Questionnaire

Exhibit 3 – Business Associate Agreement (to be signed at time of contracting)

Exhibit 4 – Proposal Form

Exhibit 5 – Proposed Pricing Form

Performance Guarantees

In your proposal, please include any proposed performance guarantees that you are willing to implement in addition to the types of performance guarantees further described in Exhibit 7.

References

Please provide information for three (3) similar organizations for which you provided TPA services in the last five (5) years. Include the following information:

- Company name and address
- Contact name and title
- Contact Phone number and e-mail address
- Scope, size and type of TPA services provided, specifically including your level of responsibility for customer service, your level of responsibility for training and support, the flexibility of your services to their business model, your level of admin for their plan of benefits, the size of their membership
- Date of contract
- A copy of your standard contract(s) with your references or a representative example of your standard service agreement with the reference organizations you have identified in your proposal.

The CCC reserves the right to check with these organizations to confirm that the information you provide is accurate.

Questions and Addenda

All communication regarding this RFP must be made through the Community Care Collaborative's purchasing agent. Each Proposer shall examine all RFP documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning an interpretation, clarification, or additional information pertaining to the RFP must be submitted via email no later than January 5, 2017 and shall be directed to the CCC's purchasing agent at: Norma.Williams@CCC-ids.org (**Email Subject Heading: TPA RFP Questions**)

The CCC reserves the right to revise or amend the Minimum Requirements prior to the date set for evaluating proposals. Any revisions or amendments to the Minimum Requirements will be announced by amendments or addendum to this request for proposal ("RFP"). Copies of such amendments or addendum so issued will be furnished to all prospective Proposers.

The CCC shall not be responsible for oral interpretations given by the CCC's Purchasing Agent or any other CCC employee, representative, affiliate or agent. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given.

Standards

The Proposer shall keep informed of and comply with all applicable laws, ordinances, rules, regulations and orders of the City, County, State, Federal or other public bodies ("Applicable law") having jurisdiction affecting the administrative services to be provided to the CCC. The Proposer will pay for all applicable royalties, permits, and license fees and defend all suits and claims of infringements of any rights.

Proposers are required to respond to all requests for information contained in the RFP questionnaires. In addition to hard copies of your proposal, all responses also must be provided on a flash drive delivered to the client

address listed above. Your answers should be concise, straightforward and responsive. Please avoid long-winded and verbose statements.

All addenda, amendments, and interpretations of this solicitation shall be in writing. Only information supplied to the CCC in writing should be used in preparing proposal responses.

Proposal Evaluation

The CCC will select a Proposer through a formal evaluation process. CCC will consider capabilities or advantages that are clearly described in the proposal, confirmed by oral presentations or demonstrations and verified by information from contacted reference sources. CCC reserves the right to contact individuals, entities, or organizations that have had recent dealings with the Proposer or staff proposed for this effort, whether or not the Proposer identifies them.

The CCC will determine best value by considering the evaluation factors and make seek to contract with a Proposer whose proposal the CCC determines to have best value and to be in its best interest. Proposals that merely recite that the Proposer will comply with RFP requirements will be rejected as non-responsive and the CCC will not consider them in the evaluation process.

Evaluation Factors

In evaluating the proposal, CCC will review the responses sought to be elicited from this RFP and its several attachments. Factors in the evaluation will include, but not be limited to:

Evaluation Factor	Points
Proposer qualifications and experience	20
Organizational capacity	10
Price	40
Performance standards and reporting	30
Finalist interview, if needed	10
Total Possible:	110

OVERVIEW

The Community Care Collaborative (CCC) is a non-profit corporation formed by its two member organizations—Seton Healthcare Family and Travis County Health Care District d/b/a Central Health—pursuant to Chapter 281.057 of the Texas Health and Safety Code to create an integrated delivery system (“IDS”) and provide health care services to the safety-net population in Travis County.

The safety-net population is comprised of approximately 93,000 low-income residents of Travis County who access care through three distinct programs: Central Health’s Medical Access Program, the CCC’s reimbursement of local area sliding fee scale (SFS) programs and charity care provided by Seton Healthcare Family. The CCC annually administers MAP on behalf of Central Health to approximately 40,000 low-income residents, with incomes up to 100% of the Federal Poverty Income Guidelines (“FPIG”). SFS programs are provided by local area healthcare providers, including Federally Qualified Health Centers, for residents up to 200% of the FPIG who are not eligible for MAP or other private or public insurance programs. Seton Healthcare Family provides acute, inpatient, specialty and ambulatory charity care to uninsured patients up to 375% of the FPIG, including those enrolled in MAP.

The CCC’s current third party administrator processes, adjudicates, and pays medical, integrated behavioral health and dental claims within the CCC’s IDS. The TPA validates member eligibility for claims processing and coordinates with CCC and Seton Health Plan medical management departments for utilization management (UM) activities and service authorization requirements. Seton Health Plan performs credentialing activities related to the CCC’s provider network. The CCC provides general oversight of the TPA and all related activities.

Currently, the CCC has a network of primary and specialty care providers that consists of the following provider groups. TPA will be expected to configure any new provider groups added to the CCC’s network for claims payment purposes.

Provider Type	Reimbursement	Claims Submission	EFT/ERA
4 primary care provider groups that also provide integrated behavioral health	Encounter Rate and capitated agreements	CMS 1500 electronically	All set up for EFT/ERA
3 dental provider groups	Encounter Rate and Provider Specific Fee Schedules	CMS 1500 electronically	All set up for EFT/ERA
3 ophthalmology provider groups	% of Medicare Fee for Service	CMS 1500 electronically	Paper checks and EFT/ERA
2 orthotic and prosthetic groups	% of Medicare Fee for Service	CMS 1500 electronically	All set up for EFT/ERA
1 radiation oncology group	% of Medicare Fee for Service	CMS 1500 electronically	All set up for EFT/ERA
4 urgent care or convenient care groups	% of Medicare and/or Medicaid Fee for Service; or single Case Rate	CMS 1500 electronically	All set up for EFT/ERA
6 DME groups	% of Medicare Fee for Service	Paper and CMS 1500	All set up for EFT/ERA
3 home health groups	% of Medicare Fee for Service	CMS 1500 electronically	All set up for EFT/ERA
2 infusion therapy groups	% of Medicare Fee for Service	CMS 1500 electronically	All set up for EFT/ERA
1 ambulatory surgery center	% of Medicare Fee for Service	CMS-1500 electronically	All set up for EFT/ERA
5 Skilled Nursing Facilities	% of Medicare Fee for Service	CMS-1500 electronically	All set up for EFT/ERA

The CCC is seeking proposals from organizations (Proposers) qualified to provide Third Party Administrative (TPA) services including claim processing, adjudication, and payments according to contracted allowables and all associated reporting activities for three programs; CCC MAP, CCC Sliding Fee Scale, and Seton Health Plan MAP and charity care.

Following are details of the current administrative processes, covered services, and excluded services.

Administrative Processes

- Current contracted TPA shall process, adjudicate, and pay medical, integrated behavioral health and dental claims
- CCC provides oversight of the TPA
- Contracted TPA validates member eligibility for claims processing
- Various utilization management (UM) activities are conducted by both the CCC and Seton Health Plan. Contracted TPA will coordinate with CCC and Seton Health Plan Medical Management departments for any required prior authorizations and/or utilization management requirements.

Covered Services

PHYSICIAN SERVICES

- Primary care provider (PCP) and preventive care
- Integrated Behavioral Health
- Specialty care
- Urgent care
- Convenient care

DENTAL SERVICES

- Preventive dental care
- Limited restorative and extractions
- Dental laboratory services ordered routinely by a contracted provider during the patient office visit
- Oral Surgery
- Dentures

HOSPITAL INPATIENT SERVICES

- Requires authorization except for emergencies threatening life or limb
- Hospital room
- Operating room/recovery room
- X-ray, laboratory, diagnostic, and therapeutic services
- Medications
- Intensive care/coronary care
- Physician hospital visits and care
- Surgery services

OUTPATIENT SERVICES

- In some cases, requires prior authorization
- Surgery services (including day surgery)
- Occupational therapy (co-payment for therapy is a one-time charge per incident that covers all visits in the treatment plan)
- Physical therapy (co-payment for therapy is a one-time charge per incident that covers all visits in the treatment plan)
- Speech therapy (co-payment for therapy is a one-time charge per incident that covers all visits in the treatment plan)
- Recuperative Care
- Diagnostic x-rays and laboratory
- Home Health Services

- Limited durable medical equipment (DME)
- Medical Supplies

EMERGENCY CARE

MEDICAL TRANSPORTATION SERVICES

- Local emergency ambulance transportation only
- Prior authorized non-emergency transport

Exclusions

Exclusions are services not provided by the Medical Access Program (MAP). These exclusions are listed on the MAP website: <http://www.MedicalAccessProgram.net>

Enrollment and Claims

The new TPA will be responsible for processing claims for CCC MAP, CCC Sliding Fee Scale, and Seton MAP and Charity Care. The charts below show enrollment and claims data for each bucket of claims for FY 2016 (October 2015-September 2016).

CCC MAP (approximately 2,400 encounters per month are zero-pay/capitated)

Month	Number of MAP Encounters	MAP Members
2015-10	6,716	24,504
2015-11	3,790	23,988
2015-12	12,943	24,063
2016-01	10,574	23,743
2016-02	13,234	23,990
2016-03	13,186	24,513
2016-04	12,304	24,599
2016-05	12,484	24,822
2016-06	12,537	25,050
2016-07	15,196	24,869
2016-08	12,794	24,992
2016-09	11,627	24,947

CCC Sliding Fee Scale (approximately 1,100 encounters per month are zero-pay/capitated)

Month	Number of SFS Encounters	SFS Patients
2015-10	7,771	4,428
2015-11	7,333	5,959
2015-12	7,257	5,819
2016-01	7,608	5,994
2016-02	7,865	6,287
2016-03	8,695	7,362
2016-04	7,662	6,292
2016-05	7,969	6,251
2016-06	8,330	6,561
2016-07	7,526	6,163
2016-08	8,583	6,908
2016-09	8,266	6,730

MAP and Charity Care seen at Seton Facilities (all zero pay claims for informational purposes only)

Month	Number of Encounters	Number of Patients
2015-10	38,348	21,449
2015-11	32,562	19,013
2015-12	34,410	19,800
2016-01	34,030	19,604
2016-02	32,482	19,031
2016-03	35,353	20,018
2016-04	36,306	20,935
2016-05	34,432	19,811
2016-06	37,348	20,777
2016-07	37,402	20,488
2016-08	34,887	19,427
2016-09	34,839	19,717

Requested Scope of Services

The scope of services defines required tasks requested of the TPA. These tasks are, for convenience, broken out by function. Proposers are asked to respond to the required scope of services as outlined in the document.

Required Services:

Provider Customer Service

- Provide dedicated toll-free or local service line assuming assignment of CCC's existing 800 number for provider customer service.

Claims Management

- Receive and process both paper and electronic claims to a finalized state (paid or denied)
- Receive and process both paper and electronic informational claims for capitated agreements that do not generate a payment for data collection purposes
- Selected TPA must process run-in claims that have a date of service up to 95 days prior to contract effective date

- Selected TPA must process run-out claims (with dates of service on or before the date of contract termination) for 120 days following the date of contract termination
- Adjudicate claims according to specified payment standards, defined benefits, eligibility and prior authorization requirements as well as contractual agreements
- Submit pre-release of claims payment for review and approval by CCC weekly
- Provide disbursements to providers weekly with electronic funds transfer (EFT) capabilities and electronic remittance advice (ERA) that is HIPAA compliant.
- Provide weekly or as needed communication to providers on claims adjudication status, including pended claims in a HIPAA compliant manner.
- Adjust claims including reversing and crediting balances while retaining historical audit trails
- Process appeals
- Audit claims for appropriate payment according to contracted fee schedules
- Work to ensure that all clearinghouses that are utilized by the provider network are contracted for a reciprocal relationship to submit claims electronically to the TPA. If a new contract is required, TPA will establish a reciprocal relationship within 90 days at no additional cost to the CCC
- TPA will be expected to configure any new provider groups added to the CCC's network for claims payment purposes.
- Have an auto-adjudication rate higher than 85% on all electronically submitted claims

Management Information

- Conform to HIPAA regulations and CCC security/privacy requirements.
- Commitment to sign the CCC's Business Associate Agreement attached hereto as Exhibit 3.
- Provide data to CCC staff or its delegates as requested
- Provide view-only access to data in the claims system for CCC and SHP staff
- Provide ad hoc data reports
- Establish standard reporting measures and formats to be delivered on a frequency agreed upon by the CCC
- Provide training for CCC and SHP staff on software systems and processes
- Establish/maintain disaster recovery procedures in concert with CCC policy
- Monitor compliance with contractual and regulatory requirements of appropriate state and federal agencies and other professionally recognized standards
- To facilitate resolution issues regarding claims processing, eligibility, provider management or other questions, CCC expects continuity of the flow of information and communication with the TPA. This continuity will include, but is not limited to, the ability to view member and claims payment data online, ease of access to the service team via email and phone, and monthly conference calls or onsite meetings.

Technology/Data

- Use the CCC's designate secure file transfer protocol (SFTP) site to send and receive data. Data to include, but not limited to, eligibility data, provider data, claims data, reports, etc.
- Establish access for the CCC or its designee to pull data from a read-only version of the live claims database through a secured database link (ODBC, VPN, or similar).
- Provide an automated process to receive and digest eligibility information in ANSI-834 daily
- Import eligibility data from CCC and partner systems

Services Not Requested Within the Scope of Service

No case management/care coordination
 No disease management
 No member customer service
 No member portal
 No member handbooks
 No provider handbooks
 No member ID cards
 No Explanation of Benefits (EOB) will be generated to the member
 No pharmacy management
 No coordination of benefits
 No provider credentialing

EXHIBITS

Specific Requirements Questionnaire

EXHIBIT 1

Below are the Minimum Requirements for contracting for services. Please explain your ability or inability to fulfill the requirement as stated and whether you can develop the capacity to meet the Minimum Requirements.

1. **Eligibility:** The TPA will support the daily loading of electronic eligibility data.
2. **On-line Eligibility, Claims and Authorization Confirmation:** The TPA will support a secured site with easy access to client eligibility records from various screens. The ability to confirm eligibility will be available for authorization by CCC staff, its delegates, and authorized providers only. This secure site will incorporate security protocols prohibiting access to client information unless the search function is initiated using minimum elements of CCC enrollee's unique identifiers.
3. **Service Limits:** The system used by the TPA must be able to set service limitations. The system has to support several methods of service limitations for each authorization type including, but not limited to, number of visits or days, specific service codes, service code clusters, units of service or specific dollar limits.
4. **Authorization Types:** The TPA will have multiple ways of displaying information about authorization types for the use of providers and utilization managers. Examples of authorization information include start and end dates, total dollars authorized, cost to date and claims detail.
5. **Special Authorizations and Claims Payment:** The TPA will be required to enter specific authorizations requested by CCC when eligibility has not been assigned and issue payment.
6. **Adjudication Rules:** The system used by the TPA will support rules defined by CCC for determining whether provider payment for unauthorized services will be denied.
7. **Supports:** The TPA will be required to accommodate all file formats as directed by Federal/State Law as updated from time to time.
8. **Support of Other Code Formats:** The TPA will be required to maintain a claims system that recognizes other industry standard code sets such as CPT, HCPCS, Revenue codes, ICD-10 CM codes and codes related to hospital facility and clinic claims such as those commonly used on form CMS 1500, CMS 1450/UB-04 and ADA Dental Claim. The TPA will accept claims from those providers who still submit in NSF format and will translate data into all appropriate formats as required.
9. **Multiple Payment Methods:** The TPA will have the ability to accommodate CCC payment methodologies and policies for provider payments. Examples of payment methods include case-rates, per diem, fee-for-service, FQHC encounter rate and capitated rate.
10. **Zero-Pay/Capitated Claims Pricing:** The TPA will required to price zero-pay/capitated claims at 100% Medicare allowable rates for informational/analytics purposes.
11. **Claims Payment Release:** The TPA must allow for the final approval and subsequent release of any claims payments when directed by CCC. The TPA will give CCC users the ability to view these "pending or held claims" on line.
12. **Claims Lookup/Provider Portal:** All claims must be easily viewed via user-defined sort and select options (e.g. by provider, by client or by payor). The TPA will provide an option for look-up by claim number, referral number (authorization #), service date, or EOB number. This data must be easily either in excel/flat format and via a real-time data feed (e.g. ODBC over VPN or a substitute agreed-upon API method).
13. **Claims Reports:** The TPA will provide appropriate operations reports to support claims receipt and processing including pre-adjudicated batch reports, exception reports, claims ready for payment reports, and others as specified by CCC. Reporting examples should be included in response to the RFP.
14. **Claims Adjustments:** The TPA will support requests from CCC to adjust claims where claims have been paid or denied. This includes reversing and crediting balances while retaining historical audit trails. These adjustments will also be included in the remittance advices for specific providers/facilities. All entries, including reversals, must be maintained in history and be viewable and reportable.

15. **System Inquiry Capabilities:** The TPA will provide a claims extract or interface to CCC technical staff or its designee in a pre-defined export format for input into CCC's data warehouse or via real-time data interface (e.g. ODBC over VPN or a substitute agreed-upon API method).
16. **Provider Directory:** The TPA will provide authorized CCC technical staff or its designee(s) with ability to export the provider directory, with both a scheduled export (monthly) or real-time data interface (e.g. ODBC over VPN or a substitute agreed-upon API method). The TPA will assist in updating information in fields (including, for example, address and other identifying information) as specified by CCC.
17. **Provider Relations Overview:** The TPA will be responsible for assisting network providers with claims questions, problems, and technical assistance related to the services the TPA provides to CCC.
18. **Data Submission and Other Technical Assistance:** The TPA will provide technical assistance, as needed, to all network providers to ensure that they are able to work with technical aspects of the TPA and their systems.
19. **Provider Training and Education:** The TPA will provide initial provider training on the use of the TPA's services and systems and hold regular, ongoing training activities for new TPA employees and retraining of existing employees.
20. **Help Desk:** The TPA will provide a sufficient number of help desk staff during regular business hours, Monday through Friday 8 a.m. – 5 p.m. Central Standard Time, except on State of Texas holidays, for responding to provider inquiries regarding the use of the TPA's system as well as specific questions about claims, authorizations, enrollee eligibility, and other relevant technical questions.
21. **Response to Inquiries:** The TPA will respond promptly and courteously to inquiries regarding operations or services of CCC. The TPA will give providers information about claims status, an explanation of any payment or denial, and related items. The TPA will respond to written and email correspondence from providers. The TPA will provide explanations of benefits to providers, details of remittances to providers, and take appropriate steps to inform CCC of any written communications to providers likely to generate inquiries.
22. **CCC Management Meetings:** Account management team members from the TPA will attend monthly meetings to review performance, review reports, consider problems, and discuss other administrative matters. These meetings can be via Webinar. Meetings may be more frequent during set up and go-live of TPA services. Those meetings will be at the CCC offices unless otherwise agreed.
23. **Performance Improvement:** The TPA will establish and maintain policies, procedures, criteria and standards for monitoring performance improvement. Performance improvement activities should include tracking, trending, analyzing and identifying opportunities for improvement as well as making recommendations and corrections. Includes routine onsite reviews of contracted providers.
24. **Insurance Requirements:** The TPA will provide the amounts and types of insurance specified in Exhibit 6.

Required Scope of Services Questionnaire

EXHIBIT 2

Organizational Qualifications

1. Provide the name and address of your company.
2. Does your company have an office or presence in Austin/Travis County and is your company registered to do business in Texas?
3. Do you currently provide services to any county, public hospital or hospital district operating a County Indigent Health Care Program under Chapter 281 or Chapter 61 of the Texas Health and Safety Code? If so, please list.
4. List your company's overall qualifications and a brief summary of experience in delivering claims administration services for publicly funded health services with a governmental entity managing a similar-size enrollee base and operation to those of the CCC. Indicate how long you have delivered these services, where the services are located, and the number of enrollees.
5. Based on the demographics, profile and goals of the CCC please provide details of how your company would engage with the client to move them to a best in class model.
6. Provide a brief corporate history with regard to the following:
 - a. In the last five (5) years, has your business entity been involved in a merger?
 - b. In the last five (5) years, has your business entity had a change of ownership?
 - c. In the last five (5) years, has your business entity had a change of name?
7. Describe any organizational structure/operational changes that may occur within the next eighteen (18) months.
8. The successful Proposer will be required to provide TPA services beginning July 1, 2017. Please describe your implementation plan for ramp up and ensuring that there is no interruption of service. What, if any, are the barriers to being operational on July 1, 2017?
9. Please provide your last three years of audited financial statements.

Account Management

10. Provide the name and title of the person(s) who will have overall responsibility for planning, supervising, and performing the day-to-day administrative services for CCC.
11. Will CCC have a dedicated account manager? If so, provide the location and standard hours for this person.
12. In the event of contract termination, discuss the transition process. Include penalties, number of days' notice, run-out provisions, etc.

General

13. Describe any subcontractors with a complete description of work that will be performed by them as related to CCC business and their location.
14. Describe the HIPAA policy and training provided to employees.
15. How many HIPAA violations have occurred during the last six months? Briefly describe the occurrences.
16. Describe the on-line functionality available for providers to research claims, enrollment and authorization status.
17. Describe any set-up costs associated with implementation.
18. Describe your record retention policy for paper, electronic and on-line data for claims and medical records.
19. Describe your process for how you handle any security breaches under HIPAA.

20. Describe any reviews or/and accreditations received by an external agency (NCQA, AAPPO, JCAHO, etc.?).

Provider Customer Service

21. Describe your performance over the last year for the following measures. Provide a sample report for each:
- Average speed of answer
 - Percentage of dropped calls
 - First call resolution
22. Indicate the customer service unit location and hours of operation (please be time zone specific) for the office that will service this account.
23. Do you have dedicated employees/unit to handle larger accounts in the call center?
24. What is the experience level of your company's customer service department, including the training team?
25. Describe how customer service functions are structured.
- Will contracted providers have access to a toll-free customer service line?
 - Will the phone number be the same for claims questions and network questions?
 - Is there an e-mail address for provider customer service questions?
26. Describe how customer service calls and/or e-mail inquiries are logged and tracked? What type of information is tracked and reportable? Are group specific reports available?
27. Describe the customer service quality audit process.
28. Describe the training program utilized to train new and existing team members.
29. Provide the customer service quality scores for the past 3 fiscal years

Implementation

30. Please provide a work plan for the implementation of the services proposed which specifies the key activities and critical information required to complete the conversion, assigns accountability, indicates the anticipated timeframe for completion and outlines the success factors necessary for an effective, timely implementation.
31. What historical information would you request (claim records, eligibility and other information), if any, and specify format required.
32. Describe how your system handles enrollment records with future termination dates, early termination dates, and future enrollment dates. Many members are enrolled for six months at a time and are required to re-enroll.

Finance/Banking

33. CCC will fund the claims expense bank account. The preferred process is that CCC receives a weekly check register electronically for CCC to review and approve and fund the bank account. Once approved, the TPA sends payment to providers. Can you accommodate this process and if not, please propose another method?
34. Describe the process of generating 1099's for provider payments.
35. Describe your outside financial auditing services. How often and by whom is the audit conducted?

Reports

36. Please provide a list of standard management reports and description of report you are able to provide to CCC for all areas. What is the standard distribution frequency for each? CCC requires at least monthly reporting.
37. Please furnish samples of all standard reports that will be included in your quoted rates.
38. What is the process for requesting ad hoc reports? Is there any additional cost? What is the turn-around time?
39. Are all reports available electronically and through a secure FTP site?
40. Will CCC and/or its delegates be able to access and run reports on a self-serve basis?
41. Will you set up an auto-schedule to provide standard reports to CCC on a monthly, quarterly and annual basis as requested?
42. Will you agree to the electronic download of claims information to an outside party for the purpose of an end-of-the-year claims analysis?

Claims Administration

43. Describe your third-party recovery/subrogation process.
44. Please provide the following information about the specific location from which claims processing will be performed:
 - a. Address
 - b. Name and title of the individual responsible for the daily operations of this location
 - c. Number of clients served from this location
 - d. Number of covered lives served from this location
 - e. Number of claims processors located in this location
45. Describe the training program utilized to train new and existing team members.
46. Will there be a dedicated staff member for MAP and SFS claims or will all staff be cross-trained to handle MAP and SFS claims?
47. Describe the experience level of the team.
48. Please describe your ability to price zero-pay/capitated claims at 100% Medicare allowable rates for informational/analytics purposes.
49. Describe the type of bundling software used.
50. Describe how the overpayment/refund process is managed.
51. Describe how the auto-adjudication of claims is performed.
52. Describe your procedures for the handling of appeals and/or claims reconsideration.
53. Describe your procedures for handling pended claims.
54. Will CCC and/or its delegates have view-only access to the claims system?
55. Provide the following claims information:

Category	2016	2015
Number of claims processed annually		
% of claims paid		
% of claims denied		

56. Provide the claims quality scores:

Quality Measure	FY 16	FY15	FY14
Overall Quality Score			
Operational Quality Score			
Financial Quality Score			

57. Provide the claims turnaround time:

Turnaround Measure	FY 16	FY15	FY14
% of all claims processed within 45 days			
% of all claims processed within 30 days			
% of all claims processed within 15 days			

58. Provide a description of the auditing program currently in place in the claims processing location specified for CCC. Describe any external audits in place for internal controls. Describe any internal audits in place for internal controls.
59. Describe the controls that have been implemented in your business operations to manage financial risk.
60. What is your personnel training process for on-going employee education relevant to fraud and abuse, as well as claims processing and administration?

Claims Management Performance Improvement (PI)

61. Provide a copy of the PI Program Description and Work Plan and PI Program Annual Evaluation.
62. Describe the Performance Improvement forms and formats for documentation and reporting.
63. Describe your process and how you evaluate provider complaints, appeals, and claims reconsideration
64. Describe how you monitor compliance with contractual and regulatory requirements of appropriate state and federal agencies and other professionally recognized standards.
65. Provide your internal performance metrics, including metrics for claims processing. Describe any contractual performance metrics you have with clients, and how you have performed over the last six (6) measurement months.
66. Provide your internal review policy/procedure for claim processor work. Provide your performance measures (i.e. procedural benchmarks, financial benchmarks) for claim processors. Describe any contractual quality measures you have with clients, and your performance over the last six (6) months of measurement/review – both internal and contractual.
67. Provide your internal review policy for system configuration work. Provide your internal performance measures for configuration staff. Describe any contractual performance measures for configuration you have with clients, and your performance over the last 6 months of measurement/review – both internal and contractual.
68. Describe the most recent external audit you have had of claims processing, and the results of that audit. How often is your claims processing performance audited – internally and/or externally?
69. Describe the most recent external audit you have had of system configuration, and the results of that audit. How often is your system configuration audited – internally and/or externally?

Describe the performance incentives/penalties you have with other clients. Provide a description of your performance relative to incentives/penalties over the past 12 months.

System Processes and Technology

70. What is the name and version of the software that will be utilized to manage the CCC business?
71. How many years has the software been utilized by your organization?
72. Describe how the system modules are integrated, specifically related to enrollment, medical/referral/authorization, provider, contracts and claims.
73. Are there any major upgrades scheduled during the next two years? If yes, please describe.
74. Describe the avenues/methods used to receive electronic claims.
75. Describe how previous/historical claims data could be loaded into the system as encounter data.
76. Describe your disaster recovery plan.
77. Which electronic clearinghouse(s) is currently used?
78. Does the system accept the current versions of CMS-1500, CMS-UB04 and ADA Dental forms electronically?
79. Is your system ICD-10 compliant?
80. Please provide an overview of the technology you will utilize to administer the Medical Assistance Program (MAP) and the Sliding Fee Scale Claims.
81. Describe data processing timeframes. Following import of member data to your system, how soon is the member eligibility information available in your database?
82. Can your system accommodate input of multiple eligibility categories and/or more than one concurrent eligibility category for a single member?
83. Describe the method or methods for pulling or pushing data to/from your software systems, including manual (import/export user interfaces), batch (SFTP and scripted), and/or real-time (database feeds or API-supported).

Network

84. What are the various provider reimbursement methods used? Please indicate the percentage of providers reimbursed by each method, i.e., capitation, percentage discount, per diem.
85. Describe your process of meeting the CCC's 95 day claims filing deadline. Are you able to work with CCC's internal procedures, guidelines and member requirements?

Network Security

84. Are your systems HIPAA compliant?
85. Do you have a Statement of Security measures (SOC) that can be provided to the CCC if selected?
86. Please describe your processes and procedures for tracking security measures.
87. How often do you perform security audits? Please describe your process.
88. What is your provisioning scheme for access to the system applications? How do you ensure only appropriate access and functionality within your systems?
89. What security procedures are in place at your data center, if applicable?

90. What are the security measures you use to authenticate users?
91. What level of encryption do you use to protect data?
92. What reliability and security standards do you employ for your hardware and software systems (e.g. SSAE 16 (formally SAS 70), Trustwave PCI Certification and SysTrust Compliance, High Trust Certified)?
93. What types of audit trails are available within your systems?
94. For any remote access, including cloud-based deployments, what security protocols are in place to protect data?
95. Please describe your disaster recovery capabilities.
96. What are your standard data retention policies and procedures?

CONFIDENTIALITY OF PATIENT INFORMATION FOR BUSINESS ASSOCIATES
Business Associate Agreement
EXHIBIT 3

For purposes of this Attachment, CCC is hereby referred to as "Covered Entity" and _____ ("Consultant") is referred to as "Business Associate", (collectively the "Parties"). For clarification in this Attachment, the term "BA Agreement" refers to the Business Associate Agreement and "Service Agreement" refers to the Agreement for _____ Services between the CCC and Consultant.

1. DEFINITIONS. For the purposes of this BA Agreement, the following capitalized terms shall have the meanings ascribed to them below:

1.1. "Capitalized Terms" shall mean any other capitalized term not otherwise defined in this Section 1 of this BA Agreement and shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable.

1.2. "Designated Record Set" or "DRS" shall have the meaning given to such term under the Privacy Rule, including but not limited to 45 C.F.R. Section 164.501.B.

1.3. "Electronic Protected Health Information" or "EPHI" shall have the meaning given to such term under the HIPAA Rule, including but not limited to 45 C.F.R. Parts 160, 162, and 164, and under HITECH.

1.4. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act, Division A, Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), 42 U.S.C. 83000 et seq., and implementation, regulations and guidance.

1.5. "Individual" shall have the meaning given to such term under the Privacy Rule, including but not limited to 45 C.F.R. Sections 164.501 and 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).

1.6. "Information" shall mean any "health information" as defined in 45 C.F.R. Section 160.103.

1.7. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

1.8. "Protected Health Information" or "PHI" shall have the meaning ascribed to this term in 45 C.F.R. Sections 164.501 and 160.103, and is the information created or received by Business Associate from or on behalf of Covered Entity.

1.9. "Required by Law" shall have the meaning ascribed to this term in 45 C.F.R. Sections 164.501 and 160.103.

1.10. "Secretary" shall have the meaning ascribed to this term in 45 C.F.R. Section 160.103.

1.11. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

1.12. "Security Rule" shall mean the HIPAA regulation that is codified at 45 C.F.R. Part 164.

1.13. "Subcontractor" shall mean a person (or entity) to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate. For purposes of this BA Agreement, the term "Subcontractor" shall include the downstream subcontractors of a Subcontractor.

2. CONFIDENTIALITY. The Parties shall comply with all federal and state laws governing the confidentiality and privacy of health information including, without limitation, the Privacy Standards and Security Standards promulgated pursuant to HIPAA, the HITECH Act, the final Omnibus Rule, and Texas law, including without limitation the provisions of Texas Health and Safety Code Chapters 181 and 182 as amended by H.B. 300 (82nd Legislature), effective September 1, 2012, in each case including any implementing regulations as applicable.

2.1. Obligations of Business Associate and Business Associate Subcontractors

2.1.1 Use and Disclosure of Protected Health Information.

(i) Business Associate warrants that Business Associate, its directors, officers, Subcontractors, employees, affiliates, agents, and representatives shall: (a) use or disclose Protected Health Information only in connection with fulfilling its duties and obligations under this BA Agreement and the Service Agreement; (b) not use or disclose Protected Health Information other than as permitted or required by this BA Agreement or required by law; and (c) not use or disclose Protected Health Information in any manner that violates applicable federal and state laws or would violate such laws if used or disclosed in such manner by CCC.

(ii) For avoidance of doubt, under no circumstances may Business Associate or Subcontractors sell PHI in such a way as to violate Texas Health and Safety Code, Chapter 181.153, as amended by H.B. 300 (82nd Legislature), effective September 1, 2012, nor shall Business Associate use PHI for marketing purposes in such a manner as to violate Texas Health and Safety Code Section 181.152, or attempt to re-identify any information in violation of Texas Health and Safety Code Section 181.151, regardless of whether such action is on behalf of or permitted by the Covered Entity.

(iii) At no time shall Business Associate or its Subcontractors sell or use and/or disclose PHI for a marketing purposes without first obtaining Covered Entity's prior written consent.

(iv) Business Associate and Subcontractors shall provide adequate training to its employees and Subcontractors to ensure compliance with this BA Agreement, the Privacy Rule, Security Rule, HITECH requirements, the final Omnibus Rule, and state law.

(v) Business Associate acknowledges that, as between Business Associate and CCC, all Protected Health Information shall be and remain the sole property of CCC, including any and all forms thereof developed by Business Associate or its Subcontractors in the course of fulfillment of its obligations pursuant to this Business Associate Agreement and the Service Agreement.

(vi) Business Associate further represents that it and its Subcontractors will make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request when using or disclosing PHI.

(vii) Business Associate and Subcontractors shall use appropriate safeguards and comply with applicable HIPAA requirements with respect to EPHI. Business Associate covenants that such safeguards shall include, without limitation, implementing written policies and procedures in compliance with HIPAA, HITECH, and the final Omnibus Rule, conducting a security risk assessment, and training Business Associate and Subcontractor employees who will have access to Protected Health Information with respect to the policies and procedures required by HIPAA, HITECH, the final Omnibus Rule, and implementing regulations.

(viii) To the extent the Business Associate or Subcontractor is to carry out a CCC obligation under HIPAA, Business Associate and Subcontractor will comply with the requirements of HIPAA that apply to CCC in the performance of such obligation.

(ix) Upon request, Business Associate shall provide CCC with a written list of all Subcontractors and the written agreement pertaining to such relationship and shall permit CCC to audit Business Associate and Subcontractors to determine compliance with this BA Agreement.

2.1.2 Provide Records and Compliance Reports. Business Associate and Subcontractor must keep such records and submit such compliance reports, in such time and manner and containing such information, as the Secretary may determine to be necessary to enable the Secretary to determine compliance with applicable HIPAA provisions.

2.1.3 Cooperate with Complaint Investigations and Compliance Reviews. Business Associate and Subcontractor must cooperate with the Secretary, if the Secretary undertakes and investigations or compliance review of the policies, procedures, or practices of CCC, Business Associate, or Subcontractor to determine compliance with applicable HIPAA provisions.

2.1.4 Permit Access to Information. Business Associate and Subcontractor must permit access to the Secretary during normal business hours to its facilities, books, records, accounts and other sources of information, including PHI, for ascertaining compliance. If the Secretary determines that exigent circumstances exist, such as when documents may be hidden or destroyed, Business Associate and Subcontractor must permit access by the Secretary at any time and without notice. If any information required of the Business Associate or Subcontractor is under the exclusive possession of any other agency, institution, or person and the other agency,

institution, or person fails to furnish the information, the Business Associate or Subcontractor must so certify and set forth what efforts it has made to obtain the information. Business and Subcontractor Associate shall provide CCC copies of all documents provided to Secretary or other regulatory and accreditation authorities.

2.1.5 Access of Individuals to Information.

(i) In order to allow CCC to respond to a request by an Individual for access pursuant to 45 C.F.R. Section 164.524, within three (3) business days of a written request by CCC for access to Protected Health Information about an Individual contained in a Designated Record Set, Business Associate (or Subcontractor as applicable) shall make available to CCC such Protected Health Information for as long as such information is maintained in the Designated Record Set. Business Associate shall contractually obligate Subcontractor to forward a request from an Individual to Business Associate on the same day that Subcontractor receives such requests in order to comply with the terms of this BA Agreement.

(ii) In the event any Individual requests access to Protected Health Information directly from Business Associate or a Subcontractor, Business Associate shall forward such request to CCC within two (2) business days. Before forwarding any Protected Health Information to CCC, Business Associate (or Subcontractor as applicable) shall indicate in the Designated Record Set, any material it deems unavailable to the Individual pursuant to 45 C.F.R. Section 164.524.

(iii) Business Associate or a Subcontractor must process PHI subject to access in the electronic form or format requested by CCC, unless CCC requests a readable hard copy form or such other format requested by CCC.

(iv) Any denial of access to Protected Health Information determined by CCC pursuant to 45 C.F.R. Section 164.524, and conveyed to Business Associate by CCC, shall be the sole responsibility of CCC, including resolution or reporting of all appeals and/or complaints arising from denials.

(v) Business Associate and Subcontractor shall support Covered Entity in a manner that enables CCC to meet the obligations under 45 C.F.R. Section 164.524.

(vi) In order for CCC to respond to a request by an Individual for an amendment of Protected Health Information pursuant to 45 C.F.R. Section 164.526, Business Associate (or Subcontractor as applicable) shall, within five (5) business days of a written request by CCC amend Protected Health Information about an Individual contained in a Designated Record Set, make available to CCC such Protected Health Information for as long as such information is maintained in the Designated Record Set. Business Associate shall contractually obligate Subcontractor to forward a request from an Individual to Business Associate on the same day that Subcontractor receives such requests in order to comply with the terms of this BA Agreement.

(vii) In the event any Individual requests amendment of Protected Health Information directly from Business Associate or Subcontractor, Business Associate (or Subcontractor as applicable) shall forward such request to CCC within two (2) business days. Before forwarding any Protected Health Information to CCC, Business Associate (or Subcontractor as applicable) shall indicate in the Designated Record Set, any material it deems unavailable to the Individual pursuant to 45 C.F.R. Section 164.526.

(viii) Any denial of amendment of Protected Health Information determined by CCC pursuant to 45 C.F.R. Section 164.526, and conveyed to Business Associate by CCC, shall be the sole responsibility of CCC, including resolution or reporting of all appeals and/or complaints arising from denials.

(ix) Business Associate (and Subcontractor as applicable) shall support CCC in a manner that enables CCC to meet his/her obligations under 45 C.F.R. Section 164.524.

(x) Within ten (10) business days of receipt of a request from CCC to amend an Individual's Protected Health Information in the Designated Record Set, Business Associate shall make certain that Subcontractors incorporate the amendment, statements of disagreement, and/or Individual rebuttals into its Designated Record Set as required by 45 C.F.R. Section 164.526.

2.1.6 Accounting of Disclosures.

(i) In order to allow CCC to respond to a request by an Individual for an accounting pursuant to 45 C.F.R. Section 164.528, Business Associate (or Subcontractor as applicable) shall, within five (5) business days of a written request by CCC for an accounting of disclosures of Protected Health Information about an Individual, make available to CCC such Protected Health Information in such format requested by CCC.

Business Associate shall contractually obligate Subcontractor to forward a request from an Individual to Business Associate on the same day that Subcontractor receives such requests in order to comply with the terms of this BA Agreement.

(ii) At a minimum, Business Associate (or Subcontractor as applicable) shall provide CCC with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of such disclosure.

(iii) In the event any Individual requests an accounting of disclosure of Protected Health Information directly from Business Associate or Subcontractor, Business Associate (or Subcontractor as applicable) shall forward such request to CCC within two (2) business days.

(iv) Business Associate and Subcontractor shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Subsection 2.1.6.

(v) Business Associate and Subcontractor shall support CCC in a manner that enables CCC to meet the obligations under 45 C.F.R. Section 164.528.

2.1.7 Survival. The provisions of this Section 2.1 shall survive the termination of this BA Agreement.

3. DISCLOSURE TO THIRD PARTIES.

3.1. Subject to any limitations in this BA Agreement and the Service Agreement, Business Associate may disclose Protected Health Information to Subcontractors as necessary to perform its obligations under the Service Agreement and as permitted or required by applicable federal or state law.

3.1.1 Business Associate shall not [and shall provide that its directors, officers, employees, Subcontractors, and agents, do not] disclose Protected Health Information to any other person (other than members of their respective workforce as specified in Subsection 3.1.2 of this Section), unless disclosure is required by law or authorized by the person whose Protected Health Information is to be disclosed. Business Associate shall enter into a signed written agreement with its Subcontractor(s) (as applicable) that:

(i) Establishes the permitted and required uses and disclosures of PHI by the Subcontractor. The written agreement shall not authorize the Subcontractor to use or further disclosure PHI in a manner that would violate the Privacy Rule, if done by CCC.

(ii) Binds the Subcontractor and Downstream Subcontractors to the same provisions, restrictions, and conditions of this BA Agreement pertaining to Protected Health Information, and Electronic Protected Health Information that apply to Business Associate for the express benefit of CCC. Subcontractor and Downstream Subcontractors shall not use or further disclose PHI other than as permitted or required by this BA Agreement or as required by law.

(iii) Requires the Subcontractor and Downstream Subcontractors to comply with the applicable requirements of HIPAA (including but not limited to the Security and Privacy Rule as well as Texas Privacy provisions) and the contractual obligations set forth in this BA Agreement by entering into a written contract.

(iv) Contains reasonable assurances from Subcontractor that the PHI will be held confidential as provided in this BA Agreement, and only disclosed as required by law for the purposes for which it was disclosed to Subcontractor.

(v) Obligates Subcontractor to immediately notify Business Associate of any breaches (including breaches of unsecured PHI as required by 45 C.F.R. 164.410) of the confidentiality of the Protected Health Information and Security Incidents of which it becomes aware.

(vi) Obligates Business Associate and Subcontractor to comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate and disclosee shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets.

(vii) Require that Subcontractor enter into a written agreement with its Downstream Subcontractors that requires Downstream Subcontractors to agree to the same restrictions and conditions that apply to the Subcontractor and Business Associate.

(viii) To the extent the Subcontractor is to carry out a CCC's obligations under HIPAA, the Subcontractor shall comply with the requirements of HIPAA that apply to CCC in the performance of such obligation.

(ix) Business Associate is not in compliance with this BA Agreement if Business Associate knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligation under the contract or other arrangement, unless the Business Associate takes reasonable steps to cure the breaches or end the violation, as applicable, and if such steps are unsuccessful, terminate the arrangement or agreement.

(x) Business Associate is not in compliance with, and shall indemnify CCC pursuant to Section 10 of this BA Agreement if Business Associate, Subcontractor, or Downstream Subcontractors:

- (a) Impermissibly use or disclose PHI;
- (b) Fail to provide CCC timely and accurate breach notification;
- (c) Fail to provide timely access to a copy of PHI either to CCC, the individual, or the individual's designee;
- (d) Fail to provide a timely and accurate accounting;
- (e) Fail to timely disclose PHI where required by the Secretary;
- (f) Fail to fully comply with Texas law, the Security Rule, or the Privacy Rule; and
- (g) Fail to fully comply with this Business Associate Agreement.

3.1.2 Business Associate shall not disclose PHI to any member of its workforce and shall provide that its Subcontractors and agents do not disclose PHI to any member of their respective workforces, unless Business Associate or such Subcontractor or agent has advised such person of Business Associate's obligations under this BA Agreement, and of the consequences for such person and for Business Associate or such Subcontractor or agent of violating them. Business Associate shall take and shall provide that each of its Subcontractors and agents take appropriate disciplinary action against any member of its respective workforce who uses or discloses PHI in contravention of this BA Agreement.

3.1.3 In addition to Business Associate's obligations under Section 5.1.3 below, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by CCC in writing, any harmful effect that is known to Business Associate and is the result of a use or disclosure of Protected Health Information by Business Associate or recipients in violation of this BA Agreement, including but not limiting the uses and disclosures of Subcontractors.

4. SAFEGUARDS.

4.1. Business Associate and Subcontractors shall employ appropriate administrative, technical and physical safeguards, consistent with the size and complexity of Business Associate's operations, to protect the confidentiality of Protected Health Information and to prevent the use or disclosure of Protected Health Information in any manner inconsistent with the terms of this BA Agreement.

4.2. Business Associate and Subcontractors shall provide CCC with a copy of its written information security program upon request.

4.3. Upon reasonable notice and during normal business hours, CCC shall have the right to audit Business Associate and Subcontractors compliance with its security program and the terms of this BA Agreement. Business Associate and Subcontractors shall cooperate in such audits and shall provide copies of any documents reasonably requested by CCC at no charge.

4.4. Business Associate acknowledges (and Subcontractors shall acknowledge) that the HITECH Act and final Omnibus Rule require Business Associate and Subcontractors to comply with 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316 as if Business Associate (and its Subcontractors) were a Covered Entity, and

Business Associate agrees that it and its Subcontractors through written contract shall comply with these provisions of the Security Standards and all additional security provisions of the Security Rule.

5. REPORTING OF BREACHES AND IMPROPER DISCLOSURES.

5.1. Breaches A breach is the unauthorized acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted by HIPAA which compromises the security or privacy of such information.

5.1.1 In the event of a Breach of any "Unsecured Protected Health Information" (i.e., Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 1302(h)(2) of Pub.L. 111-5) that Business Associate (or a Business Associate or Subcontractor) accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds or uses on behalf of CCC, Business Associate shall provide notice of the Breach to CCC immediately, but in no event more than two (2) days after discovering the Breach. Business Associate shall be liable and indemnify CCC pursuant to Section 10 for Business Associate's and its Subcontractor's unreasonable delays in reporting Breaches to CCC.

5.1.2 Notice of a Breach shall include, at a minimum: (i) the identification of each individual whose Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach; (ii) the date of the Breach, if known; (iii) the scope of the Breach; (iv) a description of the Business Associate's response to the Breach; and (v) any other reasonable information requested by CCC.

5.1.3 In the event of a Breach, Business Associate shall, in consultation with CCC and at CCC's direction, assist CCC in conducting a risk assessment of the Breach, provide notice as required by the final Omnibus Rule and upon approval of CCC, mitigate, to the extent practicable, any harmful effect of such Breach known to Business Associate. For purposes of this BA Agreement, a Breach of Unsecured PHI shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate (including any person, other than the individual committing the breach, who is an employee, officer, Subcontractor, or other agent of Business Associate, as determined in accordance with the federal common law of agency) or should reasonably have been known to Business Associate following the exercise of reasonable diligence. Business Associate shall solely incur all costs associated with mitigation and public or individual notice efforts (including the costs associated with a Subcontractor's breach).

5.1.4 In the event of any conflict between this Section 5.1 and Texas law, the more stringent requirements shall govern.

5.2. Improper Disclosures

5.2.1 Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§164.308, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act.

5.2.2 To the extent feasible, Business Associate will use commercially reasonable efforts to secure PHI through technology safeguards that render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI.

5.2.3 Business Associate shall track all disclosures of Protected Health Information to third parties, including those made to Business Associate's directors, officers, subcontractors, employees, affiliates, agents, and representatives, other than those disclosures that meet the exception criteria of 45 C.F.R. Section 164.528.

5.2.4 Business Associate and Subcontractor shall report to CCC any Security Incident, unauthorized, or improper use or disclosure of any Protected Health Information under the terms and conditions of this BA Agreement or applicable federal and state laws (including breaches of unsecured protected health information as required by HIPAA) as soon as practicable, but in no event later than two (2) days of the date on which Business Associate (or Business Associate disclosee, as applicable) becomes aware of such use or disclosure.

5.3. Breach of Security System For purposes of this Section 5.3, "Breach of System Security" means an unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data and includes any other definition promulgated by state law.

5.3.1 To the extent Business Associate owns or licenses computerized data that includes sensitive personal information, Business Associate shall disclose any breach of system security, after discovering or receiving notification of the breach, Business Associate shall provide notice of the Breach to CCC immediately, but in no event more than two (2) days after discovery. Business Associate shall be liable for unreasonable delays in reporting to CCC.

5.3.2 In the event of a Breach of Security System, Business Associate shall, in consultation with CCC and at CCC's direction, assist CCC in conducting a risk assessment of the Breach of Security System, provide notice as required by Texas law and upon approval of CCC, mitigate, to the extent practicable, any harmful effect of such Breach of Security System known to Business Associate. For purposes of this BA Agreement, a Breach of Security System shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate (including any person, other than the individual committing the breach, who is an employee, officer, or other agent of Business Associate, as determined in accordance with the federal common law of agency) or should reasonably have been known to Business Associate following the exercise of reasonable diligence. Business Associate shall solely incur all costs associated with mitigation and public or individual notice efforts.

6. TERM AND TERMINATION.

6.1. General Term and Termination This BA Agreement shall become effective on the Effective Date of the Services Agreement and shall terminate upon the termination or expiration of the Service Agreement and when all Protected Health Information provided by either party to the other, or created or received by Business Associate on behalf of CCC is, in accordance with Section 8 below, destroyed or returned to CCC or, if it is not feasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the terms of this BA Agreement.

6.2. Material Breach

6.2.1 Where CCC has knowledge of a material breach by Business Associate, CCC may terminate this BA Agreement.

6.2.2 At the expense of Business Associate, CCC shall have the right to cure any breach of Business Associate's obligations under this BA Agreement. CCC shall give Business Associate notice of its election to cure any such breach, and Business Associate shall cooperate fully in the efforts by CCC to cure Business Associate's breach. All requests for payment for such services of CCC shall be paid within thirty (30) days. For purposes of clarification, Business Associate acknowledges it is responsible for Subcontractor and Downstream Subcontractor actions and omissions.

7. EQUITABLE REMEDIES.

7.1. Business Associate acknowledges and agrees that CCC will suffer irreparable damage upon Business Associate's breach of this BA Agreement, and that such damages shall be difficult to quantify.

7.2. Business Associate acknowledges and agrees that CCC may file an action for an injunction to enforce the terms of this BA Agreement against Business Associate, in addition to any other remedy CCC may have. Where CCC has knowledge of any material breach by Business Associate, CCC may take proceedings against Business Associate before any Court having jurisdiction to obtain an injunction or any legal proceedings to cure or stop such material breach.

8. RETURN/DESTRUCTION OF PROTECTED HEALTH INFORMATION UPON TERMINATION. Upon termination of the BA or Service Agreement for any reason, Business Associate shall:

8.1. If feasible, return or destroy all Protected Health Information received from, or created or received by Business Associate on behalf of CCC that Business Associate or any of its directors, officers, subcontractors, employees, affiliates, agents, and representatives still maintain in any form, and Business Associate shall retain no copies of such information; or

8.2. If CCC determines that such return or destruction is not feasible, extend the protections of this BA Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the Protected Health Information infeasible, in which case Business Associate's obligations under this Section shall survive the termination of this BA Agreement.

8.3. Business Associate agrees that all paper, film, or other hard copy media shall be shredded or destroyed such that it may not be reconstructed, and EPHI shall be purged or destroyed concurrent with NIST Guidelines for media sanitization at <http://www.csrc.nist.gov/>.

9. AMENDMENT. If any of the rules or regulations promulgated under HIPAA or state law are amended or interpreted in a manner that renders this BA Agreement inconsistent therewith, CCC may, on thirty (30) days' written notice to Business Associate, amend this BA Agreement to the extent necessary to comply with such amendments or interpretations. Business Associate agrees that it will fully comply with all such regulations promulgated under HIPAA or state law, and that it will agree to amend this BA Agreement and to amend applicable Subcontractor agreements.

10. INDEMNIFICATION. Business Associate shall indemnify, defend and hold harmless CCC and his/her directors, officers, subcontractors, employees, affiliates, agents, and representatives from and against any and all third party liabilities, costs, claims, suits, actions, penalties, proceedings, demands, losses and liabilities of any kind (including court costs and attorneys' fees) brought by a third party, arising from or relating to the acts or omissions of Business Associate or any of its directors, officers, subcontractors, employees, affiliates, agents, Subcontractors, Subcontractors' Downstream Subcontractors, and representatives in connection with the Business Associate's performance under this BA Agreement or Service Agreement, without regard to any limitation or exclusion of damages provision otherwise set forth in the BA or Service Agreement. The indemnification provisions of this Section 10 shall survive the termination of this BA Agreement.

11. CONFLICTING TERMS. In the event any terms of this BA Agreement conflict with any terms of the Service Agreement, the terms of this BA Agreement shall govern and control.

Company: _____ ***TO BE SIGNED AT THE TIME OF CONTRACTING*** _____

Officer or Authorized Representative: _____

Date: _____

Proposal Form
EXHIBIT 4

THIRD PARTY ADMINISTRATIVE SERVICES

PROPOSAL NUMBER: RFP 1612-001-CCC

Name of Proposer: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions as set out in the Proposer's responses to the Request for Proposal, including requested Minimum Requirements, Specific Requirements Questionnaire, Required Scope of Services Questionnaire, Business Associate Agreement, and Proposed Pricing Form for the amount(s) shown. By signing below, you have read the entire document and agreed to the terms therein.

Signature of Person Authorized to Sign Proposal

Date of Proposal: _____

Printed Name and Title of Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

Proposed Pricing Form

EXHIBIT 5

Pricing may be based on a fixed rate or price per claim. Refer to page 9 and 10 of the RFP for claim volumes.

Provide pricing structure for each of the following options:

Processing of all claims* for payment purposes, including but not limited to, facility (inpatient, outpatient, ER); professional (inpatient and ambulatory); and ancillary services (ambulance, urgent care, labs, etc.) according to contracted encounter rates or fee-for-service arrangements.

Fixed Price	Circle One	Price Per Claim
\$_____ Annual Price or \$_____ Monthly Price	and/or	\$_____ Per Claim

Provide pricing structure for processing of zero-dollar claims* for capitated agreements or informational purposes only

Fixed Price	Circle One	Price Per Claim
\$_____ Annual Price or \$_____ Monthly Price	and/or	\$_____ Per Claim

No implementation costs are expected on this RFP. Pricing must be stated as valid for the first three-year term. Any renewal term pricing must be provided with the RFP response on this exhibit. The pricing terms above shall remain valid through the renewal terms if Proposer fails to provide renewal term pricing.

Provide pricing structure for processing run-out of claims (with dates of service on or before the date of contract termination) for 120 days following the date of contract termination.

Price Per Run-Out Claim
\$_____ Per Claim

Community Care Collaborative (CCC) is exempt from payment of Federal Excise and Transportation tax as well as Texas Limited Sales, Excise and use tax. Proposer should not include any of these taxes in proposed pricing. All alternate pricing methods must be clear and concise and identify all direct and indirect costs. No bonus or commission plans will be acceptable.

Company

Officer or Authorized Representative

Date

* Selected TPA must process run-in claims that have a date of service up to 95 days prior to contract effective date

Insurance Requirements

EXHIBIT 6

Insurance Requirements.

1.0 General Requirements

- 1.1 Proposer shall, at a minimum, carry insurance in the types and amounts indicated below for the duration of the Agreement.
- 1.2 Proposer shall forward certificates of insurance with the endorsements required below, or proof of self-funded liability coverage policy, as the case may be, to CCC as verification of coverage within fourteen (14) calendar days after the Effective Date, unless otherwise specified by CCC. Proposer shall provide new certificates or proof within ten (10) working days of any renewal term of this Agreement.
- 1.3 Proposer shall not commence work until the required insurance is obtained and has been reviewed by CCC. Nothing in any future formal contract is intended to and shall not relieve or decrease the liability of Proposer and shall not be construed to be a limitation of liability on the part of Proposer.
- 1.4 Proposer must submit certificates of insurance to CCC for all subcontractors prior to subcontractors commencing work on the project.
- 1.5 Proposer's and all subcontractors' insurance coverage shall be provided through a funded self-insurance program or written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+ VII or better.
- 1.6 If insurance policies are written for less than the amounts specified below, Proposer shall carry umbrella or excess liability insurance for any differences between the amounts specified and the actual coverage amounts. If excess liability insurance is provided, it shall follow the form of the primary coverage.
- 1.7 CCC shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- 1.8 CCC shall reserve the right to review the insurance requirements set forth during the effective period of this Agreement and to request reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by CCC based upon changes in statutory law, court decisions, the claims history of the industry, or the financial condition of the insurance company or Proposer. CCC shall not be responsible for any failure by Proposer to comply with a CCC request under this section that results in a loss to Proposer under this Agreement or as a result of services provided pursuant to this Agreement.
- 1.9 Proposer shall not cause any insurance required by this Agreement to be canceled nor permit any insurance to lapse during the term of the Agreement.

- 1.10 Proposer shall be responsible for premiums, deductibles, and self-insured retentions, if any, stated in the policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance or proof of self-funded coverage.
- 1.11 Proposer shall provide CCC thirty (30) days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within any future contract for services.

2.0 Specific Requirements

- 2.1 Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence is \$500,000 for coverages A and B. The policy shall contain the following provisions:

- Blanket contractual liability coverage for liability assumed under any future contract; and
- Independent Contractor's Coverage.

If Proposer is self-insured for this coverage, the Commercial General Liability Insurance will not apply to Proposer.

- 2.2 Cyber Liability. \$3,000,000 (Three Million Dollars) in aggregate and \$1,000,000 (One Million Dollars) per occurrence in cyber liability coverage, which includes Privacy and Network Security Coverage, specifically covering, at a minimum, data breaches and patient notification and naming the CCC as an additional insured ("Cyber Coverage").

Performance Guarantees

EXHIBIT 7

STANDARD	GUARANTEE
Claims Financial Accuracy	95% financial accuracy rate
Claims Processing Accuracy	95% claims processing accuracy.
Claims Turnaround	100% within 30 calendar days.
Loading Eligibility Files and Turn-Around Time for Distributing Eligibility Data to and CCC Vendors as Needed	On a daily basis, TPA shall provide to the identified vendors/ parties the eligibility file as needed.
Provider Customer Service Speed to Answer	Average speed of answer of calls is 60 seconds or less.
Provider Customer Service First Call Resolution	95% resolution completed within first call.
Complaints	98% complaints resolved no later than 30 days (routine requests).
System Access	All current and future systems that the CCC and plan participants have access to under this Agreement will have an uptime of 99.5%, outside of downtime that is scheduled and communicated to CCC at least 24 hours in advance.