



Request for Proposal
For
Medical Claims Audit
of a Third Party Administrator
October 2024

Responses Due by
4:30 pm on November 15, 2024



Table of Contents

Contents	Page
Overview	3
Instructions	3
Background	4
Timing	5
Health Insurance Portability and Accountability Act Compliance and Confidentiality	5
Independence	6
Qualifications and References	6
Completion of Work	6
Scope of Services	7
Deliverables	8
Fees	8
Authority to Bid and Enter a Contract	9

Exhibits

Exhibit A: Business Associate Agreement	10
Exhibit B: Confidentiality Agreement (signature required)	18
Exhibit C: Anthem Audit Policy Manual	21
Exhibit D: Certification of Independence (signature required)	22
Exhibit E: Authority to Bid and Enter a Contract (signature required)	23

Abbreviations used throughout this document:

HIPAA	Health Insurance Portability and Accountability Act
Q	Question (requires bidder response)
RFP	Request for Proposal
RSA	Revised Statute Annotated
TPA	Third Party Administrator

RFP Timeline

Issue Request for Proposal:	October 15, 2024
Date Range for Receipt of Questions:	October 28, 2024- November 1, 2024
Responses due to prospective bidders:	November 8, 2024 4:30 pm
Final Proposals Due:	November 15, 2024 4:30 pm
Announcement of Short Listed Bids:	December 13, 2024
Final Determination:	January 2, 2025

1. Overview

HealthTrust, Inc. (HealthTrust) is seeking responses to this request for proposals (RFP) for the retention of professional audit services to conduct an audit of medical claims processed by our Third Party Administrator (TPA), Anthem Health Plans of New Hampshire, Inc. d/b/a/ Anthem Blue Cross and Blue Shield ("Anthem"). The overall objective of the audit will be to ensure that claims are processed correctly and follow benefits designs and provisions in accordance with the Administrative Service Agreement between HealthTrust and Anthem. The scope and audit period shall be agreed to in writing between HealthTrust and Anthem prior to the commencement of the audit but shall not exceed a period of twelve (12) months.

All information submitted will be the property of HealthTrust and will not be returned. Any costs incurred in the preparation of this RFP will be borne solely by the vendor without reimbursement from HealthTrust.

The request does not guarantee that HealthTrust will retain the audit services.

The bidder's response to this RFP and the formal contract document (once a vendor is selected) will constitute the full agreement between HealthTrust and the selected vendor.

2. Instructions

Only those RFPs complying with the following instructions will be considered:

- Each question or required action throughout this RFP must be answered or addressed. If there are discrepancies or areas where the bidder will not be able to meet the specification, a detailed explanation of the reason as well as the alternative must be included.
- Exhibits 'C' and 'D' must be signed and included in the RFP response submission. Signature must be by a duly authorized representative of the bidder.
- All submissions and questions shall be sent by email to Suzy Easterling-Wood at Seasterling-Wood@Healthtrustnh.org. The designated period for question submission is October 28, 2024 through November 1, 2024.
- Hard copy submissions will not be accepted. Bidders are not to contact any other personnel at HealthTrust regarding this solicitation.
- All information must be received by **4:30 pm, November 15, 2024**. All material should be submitted electronically in PDF format.

The following criteria will be used to evaluate each RFP response and be the basis for award of contract:

Mandatory Compliance

- Demonstrated ability to adhere to HealthTrust and TPA HIPAA BAA Agreements, conformation of bidders independence and authority to enter into a contract with HealthTrust.

Qualifications and Technical Proficiency Required to Provide Services (25 Points)

- Demonstrate ability to effectively conduct Medical Claims audit of comparable size and scope;
- Provide documented evidence of three years of audit activity including any TPA Medical Claims audits;
- Attestation of ability to provide required deliverables and address other relevant deliverables identified through the audit process;
- Qualifications of key personnel will be provided to HealthTrust.

Resources and Reporting (10 Points)

- Bidder will outline required HealthTrust involvement and time resources necessary to conduct the Medical Claims audit;
- Bidder will provide an estimated timeline for completion of the audit.;
- Bidder will confirm deliverables as outlined in the request for proposal in addition to a sample report from previous audit activity.

Scope of Work (50 Points)

- Bidder will demonstrate the ability to effectively audit Medical Claims through valid, transparent methodology clearly defined for HealthTrust;
- Physical logistics and communication plan between TPA , Bidder and HealthTrust will be provided;
- Plan to address recommendations and recovery of losses.

Cost (15 Points)

- Bidder will provide a detailed summary of fees and total costs to perform Medical Claims audit.

3. Background

HealthTrust is a self-insured pooled risk management program organized under New Hampshire state law, RSA 5-B. As such, HealthTrust provides pooled risk management for political subdivisions including cities, towns, counties, school districts, school administrative units, chartered schools, or other entities created and funded by aforementioned governmental units. HealthTrust refers to participating political subdivisions as “Member Groups.” HealthTrust provides medical including prescription drug benefits through third party administrators.



Pursuant to an administrative services agreement with HealthTrust, Anthem provides certain claim processing, utilization management, network access and discounts, and other administrative services with respect to all medical benefit plans. Some medical benefit plans include a carve-in prescription plan through Anthem and others include a carve-out plan through CVS Caremark. The scope of this audit includes carve-in prescription claims processed by Anthem.

HealthTrust offers approximately 26 medical plans to its Member Groups, all through Anthem with renewal effective dates of January or July. For the period of July 1, 2023 through June 30, 2024, HealthTrust provided medical coverage to approximately 359 Member Groups and 52,246 covered lives with over 1,003,600 claims (medical and prescription drug) processed by Anthem totaling approximately \$339 million.

HealthTrust's Member Groups send enrollment files directly to HealthTrust and HealthTrust provides Anthem with a standard HIPAA 834 eligibility file on average of twice a week.

HealthTrust will provide a complete set of plan summaries (summary plan descriptions), the Anthem Audit Policy and other information as necessary to the selected auditor provided that: (1) the selected auditor needs to know such Anthem information in order to provide the services to HealthTrust; (2) it constitutes the minimum amount of Anthem's information needed by the auditor, and (3) the selected auditor shall use and disclose Anthem's Information solely for the purpose of providing HealthTrust with the audit services and except for such purposes shall not, without HealthTrust and Anthem's advance written consent, (a) use or disclose such Information, or reports or summaries thereof; (b) combine the Information with other data to create or add to an aggregate database that will or could be made available to any third party; (c) combine the information provided for a particular purpose with any other data provided for another purpose; or (d) sell or disclose the Information to any other person or entity.

Any questions must be emailed to Seasterling-Wood@Healthtrustnh.org or via telephone at 607-724-5124-Answers will be sent out on a weekly basis to all known bidders.

4. Timing

It is anticipated that a finalist will be identified and contract completed by the end of December 2024, with the audit commencing immediately following.

This audit including any and all required negotiations and reimbursements, if applicable, must be completed by May 15, 2025.

Q. Does the bidder foresee any challenges in meeting this timeline?

Required Action: Please provide a detailed timeline of the anticipated audit schedule.

5. Health Insurance Portability and Accountability Act Compliance and Confidentiality

The selected vendor will be required to sign a HIPAA Business Associate agreement and confidentiality agreement with HealthTrust. Additionally, Anthem will require the selected auditor to execute a confidentiality and indemnification agreement with Anthem pertaining to Anthem's Proprietary and Confidential Information prior to conducting an audit.



Please see *Exhibit A* and *B* for samples of HealthTrust's HIPAA Business Associate and Confidentiality agreements.

Required action: Please assent to the bidder's willingness to sign both Exhibits A and B as part of the final contract. Please provide redlined edits to Exhibits A and B if the bidder is unwilling to execute with existing language.

Required action: Please identify if the bidder currently has an existing confidentiality agreement with our TPA, Anthem.

6. Independence

This RFP requires validation of the bidder's independence and objectivity by acknowledging the bidder does not receive any rebates, incentives, or have any consulting arrangements with any Medical TPA. It is necessary to disclose any relationships which may be, or appear to be, a conflict of interest or impact the bidder's independence. The selected auditor must be mutually acceptable to HealthTrust and Anthem. Anthem will only approve auditors that are independent and objective and will not approve auditors paid on a contingency fee or other similar basis.

Required action: Complete and sign *Exhibit C* to confirm the bidder's independence.

7. Qualifications and References

The bidder must be qualified to complete an audit of a Medical TPA.

Required actions: Include the number of Medical claims audits completed in the past three years, specifically identifying the number of audits with a comparable scope. In your response, please highlight the bidder's specific experience with Anthem in the past three years. Additionally, include the qualifications of the lead auditors who would be assigned to this project.

HealthTrust will confirm the bidder's qualification by contacting past customers as references.

Required Actions: Provide at least three prior customers (within the past three years) including organization, contact name, and contact number, email, and address.

8. Completion of Work

Required action: Please describe the involvement and time requirements for HealthTrust staff in the audit process.

Required action: Please confirm all work will be completed solely by the bidder or identify any subcontractors who will be used for this project. If subcontractors will be used, confirm the subcontractor will comply with standards at least as stringent as the HIPAA Business Associate Agreement and Confidentiality Agreement standards the bidder agrees to in the final contract.

9. Scope of Services

This request is for an audit of the services provided by Anthem as third party administrator to determine the following claims (including both medical and carve-in prescription drug claims processed by Anthem) are being processed accurately, appropriately and timely:

- a. Provider and Vendor Claims
- b. Payment Innovation Program Claims
- c. Fees Paid to Manage Care or Costs including Anthem's Enhanced Personal Health Care program
- d. Fees for Overpayment Identification and Claims Prepayment Analysis Activities (PIAI)
- e. Claims Payment Pursuant to Any Judgment, Settlement, Legal or Administrative Proceeding including but not limited to Subrogation Services
- f. Claims Payments Pursuant to Inter-Plan Arrangements and Other BCBSA Programs

Required action: Please answer the following questions regarding the scope of work to be completed:

- a. Have you worked with Anthem? If so, discuss your experience with their auditors, including details on typical hurdles, timelines, or requirements.
- b. The audit requires on site review at Anthem. Can you satisfy this requirement?
- c. What is your audit methodology and what types of queries do you run?
- d. What is your proposed sample size? What portion of your proposed sample size are typically catastrophic/high dollar claims?
- e. Do you selectively sample or randomly sample? If you use a blended approach, what percent of claims are randomly sampled? What are the advantages of your method?
- f. How do you collaborate with Anthem during the audit?
- g. How are results communicated to HealthTrust? Can you share a sample report? Would you meet with Anthem and HealthTrust together to review results?
- h. How do you address remediation for errors identified during the audit process?
- i. Do you audit for medical management (e.g. pre-certification, authorizations, etc.)?
- j. Do you audit provider agreements?
- k. Do you audit for appropriate payment based on provider contracting arrangements (both in and out of network)?
- l. Do you audit for timely filing and timely claim payment?
- m. Do you validate accuracy of checks?
- n. Do you ensure sufficient documentation was provided to process and pay the claim?
- o. Will you provide comment on the Anthem's performance, procedures and systems relative to best practices?

Required action: Identify any other system edits or reviews to occur as part of the audit process, the methodology, and anticipated deliverable.

Required action: The audit requires all negotiation and recapture of funds, if applicable, be completed by the bidder. Detail the bidder's experience in this process as well as the success rate (the percentage of refunds collected as compared to the deviations identified) as well as the percentage and count of

audits where required refunds were identified and the refunds were successfully negotiated by the bidder in the past three years.

10. Deliverables

The audit will require the following deliverables:

- a. Compliance with Anthem's Audit Policy
- b. A draft report reviewed with HealthTrust and a final written report including:
 - 1) Executive Summary
 - 2) Methodology considering the contract, benchmarks, and industry standards
 - 3) Findings on all components of the audit
 - 4) Descriptions and explanations of any deficiencies, areas for improvement, or contract non-compliance.
 - 5) Recommendations for specific action plans to improve deficiencies or correct identified issues.
 - 6) Anthem's response to the findings and report

Note that pursuant to its contract with Anthem, HealthTrust must provide to Anthem copies of all drafts, interim and/or final audit reports at such time as they are made available by the auditor to HealthTrust.

- c. Negotiation by the bidder for the successful return of all monies found to be paid in error or for any contractual deficiencies.
- d. Recommendations for any improvements to future HealthTrust Medical TPA contracts.

Required action: Please confirm the bidder's ability to meet these deliverables and identify any other anticipated deliverables that will help HealthTrust to better understand the audit results or the relationship with Anthem.

11. Fees

Any services for the actual audit will be provided on an all-inclusive, fixed fee basis. There will be no allowances for overages.

Required action: Please provide a detailed cost estimate including:

- a. A detailed summary of the fees and total audit costs. Final cost negotiations will occur upon award of the contract.
- b. An estimation of the required hours.
- c. Any additional or unique programs or services (itemized as an additional requirement and separate fee).

12. Authority to Bid and Enter a Contract

Required action: Complete *Exhibit D* verifying the bidder's ability and authority to bid on this RFP and enter a contract if selected for the final award.



EXHIBIT A - HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit A - HIPAA Business Associate Agreement ("BAA") is entered by **[Bidder]** "Business Associate" and HealthTrust and incorporated as part of the Agreement in order to comply with the applicable requirements of HIPAA, the HIPAA Rules, and the HITECH Act.

HealthTrust is a Covered Entity for purposes of HIPAA and the HIPAA Rules. In performing such services under the Agreement, **[Bidder]** will act as a Business Associate of HealthTrust and may have access to, receive, maintain, transmit, use and/or create confidential health information of or on behalf of Health Trust, some of which will constitute Protected Health Information ("PHI") as defined in the HIPAA Rules.

HealthTrust and Business Associate desire and mutually agree to conduct their respective activities in compliance with HIPAA, the HIPAA Rules, the HITECH Act, and other applicable law, including to protect the privacy and provide for the security of PHI disclosed to, and/or accessed, used, created, transmitted or maintained by Business Associate in performing its services for HealthTrust and, to that end, are entering into this BAA. HealthTrust and Business Associate agree to incorporate into this BAA any additional obligations under HIPAA Rules issued during the term of the Agreement that are applicable and relate to the obligations of covered entities and/or business associates.

Accordingly, the Parties agree as follows:

Section 1. Definitions. Capitalized terms in this BAA shall have the following meaning.

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" under the HIPAA Rules (45 CFR § 160.103), and in reference to the party to this BAA, shall mean **[Bidder]**.
- (b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" under the HIPAA Rules (45 CFR § 160.103), and in reference to the party to this BAA, shall mean HealthTrust, Inc.
- (c) HIPAA. "HIPAA" shall mean Title II of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended.
- (d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160, Part 162 and Part 164, as amended and shall include both the "Privacy Rule" and "Security Rule."
- (e) HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act, Pub. L. No. 111-5.
- (f) Protected Health Information (PHI). "Protected Health Information" and "PHI" shall mean protected health information as defined in 45 CFR §160.103 and shall include Electronic Protected Health Information ("EPHI"), but limited to the PHI of HealthTrust.
- (g) Secretary. "Secretary" shall mean the Secretary of the federal Department of Health and Human Services.

Capitalized terms used but not otherwise defined in this BAA or the Agreement shall have the same meaning as given those terms in the applicable HIPAA Rules.

Section 2. Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or further disclose PHI other than as necessary or advisable to perform its service obligations specified in the Agreement or as otherwise permitted or required by this BAA or as required by law;
- (b) Use appropriate safeguards and comply, where applicable, with Subpart C of 45 CFR Part 164 with respect to EPHI, to prevent use or disclosure of the PHI other than as provided for by this BAA. Without limiting the foregoing, Business Associate agrees to implement and maintain appropriate administrative, physical, and technical safeguards designed to prevent the unauthorized use and disclosure of PHI, and to protect the confidentiality, integrity, and availability of Electronic PHI, as required by 45 CFR §164.306, 164.308, 164.310, 164.312, and 164.316, as may be amended from time to time;
- (c) Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or by a Subcontractor of Business Associate in violation of the requirements of this BAA;
- (d) Promptly report to HealthTrust any use or disclosure of PHI not permitted by this BAA of which Business Associate becomes aware, including any Breach of Unsecured PHI as required by 45 CFR §164.410. Business Associate will treat any Breach as being “discovered” in accordance with the HIPAA Rules. Business Associate will make an initial report in writing to HealthTrust’s Privacy Officer without unreasonable delay, but no later than ten (10) business days after Business Associate discovers such non-permitted use or disclosure. Business Associate’s report shall include at least the following information:
 - (1) the identity of each Individual whose information was accessed, acquired or disclosed during the Breach;
 - (2) a brief description of what happened;
 - (3) the date of discovery of the Breach;
 - (4) the nature of the PHI that was involved (e.g., health information, social security numbers, date of birth, etc.), and whether it was Unsecured PHI;
 - (5) any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - (6) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and

- (7) such other information as HealthTrust may reasonably request and/or is required for HealthTrust to meet its notice obligations under 45 CFR §164.404 with respect to a Breach.

The Parties recognize that some of the above information that must be reported may not be immediately available to Business Associate. Business Associate should collect and provide such information to HealthTrust as it becomes available, without unreasonable delay, but in each case a detailed report of the above categories of information shall be provided to HealthTrust no later than twenty (20) calendar days after Business Associate's initial report to HealthTrust pursuant to the first paragraph of this Subsection 2(d). Business Associate shall continue to supplement any such report(s) with additional relevant information as and when such information becomes available to Business Associate.

Business Associate will cooperate with HealthTrust in investigating the Breach and in meeting HealthTrust's obligations under the HIPAA Rules, the HITECH Act and other applicable Breach notification laws. In addition to providing notice to HealthTrust of a Breach, Business Associate will provide any required notice to Individuals and applicable regulators on behalf of HealthTrust, unless HealthTrust and Business Associate otherwise agree. The Parties agree that Business Associate shall only be responsible for providing said required notices to Individuals and applicable regulators if the Breach or other unauthorized use or disclosure results from the material acts or omissions of Business Associate or its Subcontractors.

Security Incidents. In addition, Business Associate shall notify HealthTrust's Privacy Officer without unreasonable delay, but no later than ten (10) business days after discovery, of any security incident of which Business Associate becomes aware. A "security incident" is a material attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system involving Electronic PHI of HealthTrust. Business Associate will make a report upon HealthTrust's request; except if any such security incident resulted in a use or disclosure or Breach of HealthTrust's PHI or Electronic PHI not permitted by this BAA, Business Associate will make the report in accordance with the first paragraph of this Subsection 2(d);

- (e) In accordance with applicable provisions of the HIPAA Rules, ensure that any Subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees in a written Business Associate Agreement to the same restrictions, conditions and requirements that apply through this BAA to Business Associate with respect to such information;
- (f) In not more than ten (10) business days after a request from HealthTrust or an Individual, make available PHI in a Designated Record Set to HealthTrust or, as directed by HealthTrust, to an Individual as necessary to satisfy HealthTrust's obligations under 45 CFR §164.524;
- (g) Make any amendment(s) to PHI in a Designated Record Set that HealthTrust directs or agrees to pursuant to 45 CFR §164.526 at the request of HealthTrust or an Individual, and take other measures to satisfy HealthTrust's obligations under 45 CFR §164.526 in the time and manner designated by HealthTrust;

- (h) Make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, HealthTrust available to the Secretary for purposes of the Secretary determining HealthTrust's compliance with the HIPAA Rules and/or, upon the written request of HealthTrust, to HealthTrust, to ensure Business Associate's compliance with HIPAA Rules;
- (i) Maintain and document such disclosures of PHI and information related to such disclosures as would be required for HealthTrust or Business Associate to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- (j) In not more than ten (10) business days, make available to HealthTrust or an Individual information collected in accordance with Section 2(i) of this BAA, to provide and satisfy the requirements for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- (k) To the extent the Business Associate is to carry out one or more of HealthTrust's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the HealthTrust in the performance of such obligations; and
- (l) Comply with each applicable requirement for Standard Transactions established in 45 CFR Part 162 when conducting all or part of a Standard Transaction electronically for, on behalf of, or with HealthTrust.

Section 3. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions

Except as otherwise limited in this BAA, Business Associate may use or disclose PHI to perform or improve functions, activities, or services for, or on behalf of, HealthTrust pursuant to the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by HealthTrust (except as set forth in Section 3(b)(1), (2), and (3)) and subject to the minimum necessary policies and procedures of HealthTrust.

Minimum Necessary and Limited Data Set. Business Associate's use, disclosure or request of PHI shall utilize a Limited Data Set, if practicable. Otherwise, Business Associate will make reasonable efforts to use, to disclose, and to request only the minimum amount of HealthTrust's PHI reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum necessary limitation if neither Business Associate nor HealthTrust is required to limit the use, disclosure or request to the minimum necessary. Business Associate and HealthTrust acknowledge that the phrases "Minimum Necessary" and "Limited Data Set" shall be interpreted in accordance with the HIPAA Rules and the HITECH Act.

(b) Specific Use and Disclosure Provisions

- (1) Except as otherwise limited in this BAA and the HIPAA Rules, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- (2) Except as otherwise limited in this BAA and the HIPAA Rules, Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided:
 - (i) disclosure is required by law, or
 - (ii) before the disclosure, Business Associate obtains reasonable assurances, evidenced by a written contract, from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed by Business Associate to the person, and the person promptly notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (3) Except as otherwise limited in this BAA, Business Associate may use PHI to provide Data Aggregation services to HealthTrust as permitted by 45 CFR §164.504(e)(2)(i)(B).
 - (i) PHI Use. Business Associate may use HealthTrust's PHI as necessary for Business Associate to perform Data Aggregation services, and to create De-identified Information, Summary Health Information and/or Limited Data Sets.
 - (ii) PHI Disclosure. Business Associate may disclose, in conformance with the HIPAA Rules, HealthTrust's PHI to make Incidental Disclosures and to make disclosures of De-identified Information, Limited Data Set Information, and Summary Health Information.
- (4) Business Associate may use or disclose PHI as required by law; or to report violations of law to appropriate Federal and State authorities consistent with 45 CFR §164.502(j)(1).
- (5) Business Associate may use or disclose PHI pursuant to a written authorization that meets the requirement of 45 CFR §164.508; or as authorized in writing by HealthTrust.
- (6) Business Associate may not receive direct or indirect remuneration in exchange for PHI unless permitted by the HIPAA Rules.

Section 4. Obligations of HealthTrust

HealthTrust shall:

- (a) Notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;
- (b) Notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose PHI of which HealthTrust becomes aware, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

- (c) Notify Business Associate of any restriction to the use or disclosure of PHI that HealthTrust 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; and
- (d) Not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR §164 if done by HealthTrust, except as provided above in section 3(b)(1), (2) and (3).

Section 5. Term and Termination

- (a) Term. This BAA shall be effective as of the effective date of the Agreement and shall terminate upon termination of the Agreement when all of the PHI provided by HealthTrust to Business Associate, or created, maintained or received by Business Associate on behalf of HealthTrust, is destroyed or returned to HealthTrust, or if not feasible to return or destroy PHI, protections are extended to such information in accordance with Section 5(c) below.
- (b) Termination for Cause. Upon HealthTrust's knowledge of a material breach by Business Associate of any of its obligations under this BAA, HealthTrust shall either:
 - (1) provide an opportunity for Business Associate to cure the breach or end the violation, and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by HealthTrust; or
 - (2) immediately terminate the Agreement if Business Associate has breached a material term of this BAA and cure is not reasonably possible.

If neither termination nor cure is feasible, HealthTrust may report the violation to the Secretary.

(c) Obligations of Business Associate Upon Termination.

- (1) Except as provided in paragraphs (2) and (3) of this section, upon termination of this BAA and the Agreement for any reason, Business Associate shall return or destroy all PHI received from HealthTrust, or created, maintained, or received by Business Associate on behalf of HealthTrust. This provision shall also apply to PHI that is in the possession of Subcontractors of Business Associate. Business Associate shall retain no copies of the PHI.
- (2) If the Parties agree that the Business Associate must use or disclose PHI for its own management and administration or to carry out its legal responsibilities and the Business Associate needs to retain PHI for such purposes after termination of the Agreement, upon termination of the Agreement and this BAA for any reason, Business Associate, with respect to PHI received from HealthTrust, or created, maintained, or received by Business Associate on behalf of HealthTrust, shall:
 - (i) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (ii) Return to HealthTrust or destroy the remaining PHI that the Business Associate still maintains in any form;

- (iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to EPHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - (iv) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions consistent with Section 3(c)(1) and (2) which applied prior to termination; and
 - (v) Return to HealthTrust or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- (3) In the event that Business Associate determines that returning or destroying the PHI is not feasible for any reason other than as provided in paragraph (2), Business Associate shall provide to HealthTrust written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this BAA to such PHI, 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, and fully comply with any other obligations that HealthTrust may additionally require.
- (d) Survival. The respective rights and obligations of Business Associate under Section 5(c) of this BAA shall survive the termination of this BAA and the Agreement.

Section 6. Indemnification.

- (a) Business Associate will indemnify and hold harmless HealthTrust, its affiliates, successors and assigns and each of their respective directors, officers, employees or agents ("HealthTrust Indemnified Parties") from and against any claim, cause of action, liability, damage, cost or reasonable expense, including reasonable attorneys' fees, arising out of or in connection with Business Associate's (or any of its Subcontractor's) breach or violation of its obligations under this BAA provided that (i) HealthTrust has given reasonable notice to Business Associate of the claim or cause of action, and (ii) no HealthTrust Indemnified Party has, by act or failure to act, compromised Business Associate's position with respect to resolution or defense of the claim or cause of action.
- (b) HealthTrust will indemnify and hold harmless Business Associate and any Business Associate director, officer, employee or agent ("Business Associate Indemnified Parties") from and against any claim, cause of action, liability, damage, cost or reasonable expense, including reasonable attorneys' fees, arising out of or in connection with HealthTrust's breach or violation of its obligations under this BAA provided that (i) Business Associate has given reasonable notice to HealthTrust of the claim or cause of action, and (ii) no Business Associate Indemnified Party has, by act or failure to act, compromised HealthTrust's position with respect to resolution or defense of the claim or cause of action.

Section 7. Miscellaneous

- (a) Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section in effect, or as amended.
- (b) Amendment. The Parties agree to take such action to amend this BAA or the Agreement from time to time as is necessary to comply with any changes in applicable law or HIPAA Rules. The Parties further agree that, until such time as an amendment may be entered into, this BAA shall automatically be amended to comply with the applicable law(s) and regulations as of the relevant effective date(s) of any such change(s).
- (c) Interpretation. Any ambiguity in this BAA or the Agreement shall be resolved to permit the Parties to comply with HIPAA, the HITECH Act and the HIPAA Rules.



Exhibit B – Confidentiality Agreement

This Confidentiality Agreement (“Agreement”) dated {Insert Date} is entered into by {Insert Company’s Name} (the “Company”) in favor of HealthTrust, Inc. (“HealthTrust”). In connection with services rendered to HealthTrust by the Company, the Company may receive from HealthTrust or have access to confidential and proprietary information of HealthTrust.

HealthTrust wants to ensure that HealthTrust’s confidential and proprietary information is treated confidentially by the Company and the Company is willing to enter into this Agreement in order to ensure such confidentiality in consideration of the business relationship that HealthTrust and the Company have.

Accordingly, the parties agree as follows:

1. Definition of Confidential Information. “Confidential Information” shall mean any non-public data, information, and other materials regarding the products, services, business, operations, systems, employees, members, or other private information of HealthTrust (and, if HealthTrust is required to protect the confidentiality of any third party’s information, of a third party) provided to the Company by or through HealthTrust. Confidential Information may include personally identifiable information, as that term is used in applicable laws, regulations, and privacy policies.

2. Disclosure and Use of Confidential Information. The Confidential Information constitutes the confidential and proprietary information of HealthTrust and the Company agrees to treat such Confidential Information in the same confidential manner as it treats its own similar proprietary information, but in no case will the degree of care be (i) less than reasonable care or (ii) inconsistent with or in violation of any requirement of this Agreement or applicable law. The Company shall use the Confidential Information only in conjunction with providing their services to HealthTrust (the “Authorized Use”) and shall retain the Confidential Information in confidence and not disclose or distribute it to any third party without HealthTrust’s express prior written consent. The Company shall not retain any of HealthTrust’s Confidential Information in any form or medium.

3. The Company’s Employees or Contractors. The Company shall disclose the Confidential Information only to those employees and contractors of the Company who have a need to know such information for the purposes of the Authorized Use. Such employees and contractors must be bound by this Agreement or have entered into agreements with the Company containing confidentiality provisions covering the Confidential Information with terms and conditions at least as restrictive as those set forth herein. The Company acknowledges and agrees that:

- Any and all Company employees or contractors working with or having access to the Confidential Information have received training related to the conditions of this Agreement;
- Upon the request of HealthTrust, the Company will supply HealthTrust with a list of employees and/or contractors who will be or may be working with or accessing the Confidential Information;
- Company employees or contractors working in or at the HealthTrust facility may be restricted to specific areas of the building and should not travel to unauthorized areas unless escorted by a HealthTrust employee; and
- Upon the request of HealthTrust, the Company shall promptly return to HealthTrust all copies of Confidential Information in any form whatsoever, without retaining any copies.

4. Exceptions. Notwithstanding the foregoing, the Company’s confidentiality obligations hereunder shall not apply to information which: (i) is already known to the Company prior to disclosure

by HealthTrust as established by reliable documentary evidence, (ii) becomes publicly available without fault of the Company, (iii) is rightfully obtained by the Company from a third party without restriction as to disclosure, (iv) is approved for release by prior written authorization of HealthTrust, (v) is developed independently by the Company without use of or access to the Confidential Information as established by reliable documentary evidence, or (vi) is required to be disclosed by law, rule, regulation, court of competent jurisdiction or governmental order, provided, however, that the Company shall advise HealthTrust of the Confidential Information required to be disclosed promptly upon learning thereof in order to afford HealthTrust a reasonable opportunity to contest, limit or assist the Company, at HealthTrust's expense, in crafting the disclosure, and then such disclosure shall be made only to the extent necessary to satisfy such requirements.

5. Protection of Information. The Company shall at all times maintain the privacy and confidentiality of the Confidential Information consistent with all applicable federal, state, and local laws, regulations and rules ("Applicable Law.") The Company shall at all times maintain and abide by guidelines and procedures for limiting access to Confidential Information by authorized personnel of the Company who have a business need to know the Confidential Information, or portions thereof ("Authorized Personnel"). Such guidelines and procedures shall incorporate safeguards necessary to protect against the access, directly or indirectly, of anyone who is not Authorized Personnel, and shall be in full compliance with all Applicable Law. The Company shall instruct, train and supervise Authorized Personnel to comply with all such guidelines and procedures and with all Applicable Laws and this Agreement. Promptly upon disclosure, either inadvertent or intentional, the Company shall (i) furnish to HealthTrust complete details of any disclosures of Confidential Information to or by any of its employees in violation of this Section and of any other access to Confidential Information by anyone other than Authorized Personnel, (ii) take all actions required by Applicable Law in connection with such disclosure or access, and (iii) cooperate with HealthTrust in any action deemed necessary by HealthTrust to comply with Applicable Law in connection with such disclosure or access and to protect the Confidential Information and HealthTrust's rights hereunder.

6. Indemnity. The Company agrees to defend and indemnify HealthTrust and its members, directors, managers, officers, employees, successors, and assigns, and hold them harmless against any and all claims, suits, proceedings, expenses, recoveries, damages, settlements, liabilities, and costs, including without limitation court costs and reasonable attorney's fees and expenses, to the extent they arise out of, are based on, or are caused by any breach of this Agreement or other acts or omissions related to Confidential Information by the Company or its employees, agents, or contractors. HealthTrust will notify the Company of any such claim for indemnity as it comes to HealthTrust's attention, but no failure to provide such notice shall absolve the Company of its indemnity obligations except to the extent that the Company is prejudiced by any delay in notice. HealthTrust shall provide the Company with reasonable assistance, at the Company's expense, in connection with the defense of any third party claim for which indemnity is being sought. HealthTrust may participate in and monitor such defense with counsel of its own choosing, at HealthTrust's cost; however, the Company shall have the right to assume and conduct the defense of the claim with counsel of its choice. The Company shall not settle any claim without the prior written consent of HealthTrust, not to be unreasonably withheld. So long as the Company is actively defending the claim in good faith, HealthTrust shall not settle any such claim without the prior written consent of the Company, not to be unreasonably withheld. If the Company does not assume and conduct the defense of the claim as provided above, (i) HealthTrust may defend against, and consent to the entry of any judgment or enter into any settlement with respect to the claim in any manner HealthTrust may deem reasonably appropriate (and HealthTrust need not consult with, or obtain any consent from, the Company in connection therewith) and (ii) the Company will remain responsible to indemnify HealthTrust as provided in this Section 6.



7. Specific Performance. The Company agrees that upon any breach hereof by the Company or any of its employees or agents, monetary damages will be difficult, impractical or impossible to compute and that therefore HealthTrust shall be entitled, in addition to all of its other rights and remedies, to injunctive relief, specific performance or other equitable relief to enforce its rights hereunder.

8. Miscellaneous. This Agreement shall be governed by and interpreted in accordance with the laws of New Hampshire. This Agreement may be amended only in a writing signed by the parties. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

IN WITNESS WHEREOF, duly authorized representatives of the parties hereto have duly executed this Agreement as of the date first above written.

Bidder's Name

HealthTrust, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit C: Anthem Audit Policy Manual

Please see attached exhibit.



Audit Policy
Anthem BCBS Jan 20



Exhibit D: Certification of Independence

By signing below, I acknowledge and affirm that bidder, the organization responding to this RFP and seeking award of the Medical Claims Audit Contract, is free from any bias, conflict of interest, or any other risk to independence, real or perceived. This includes, but is not limited to confirming the bidder does not receive any refunds, rebates, incentives or other compensation from any Medical TPA and does not have a consulting or other relationship with any Medical TPA.

Further, the bidder has disclosed any potential conflicts of interest below.

Organization/bidder:_____

Signed: _____

Name:_____

Title:_____

Date:_____



Exhibit E: Authority to Bid and Enter a Contract

By signing below, I acknowledge and affirm that the parties completing and submitting this RFP have the authority to do so on behalf of the bidder (the organization responding to this RFP and seeking award of the Medical Claims Audit Contract) and are authorized to bind the bidder to the terms of this RFP. Further, the bidder is both able and willing to enter into the type of contracted agreement required by this RFP.

Organization/bidder: _____

Signed: _____

Name: _____

Title: _____

Date: _____