

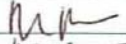

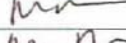
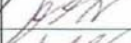




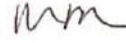
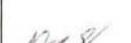


WEBTPA EMPLOYER SERVICES, L.L.C.
ADMINISTRATIVE SERVICES AGREEMENT WITH
WILLIAMSON COUNTY, TEXAS
JUNE 2009

ADMINISTRATIVE SERVICES AGREEMENT

(Signature Page)

webTPA Employer Services, LLC., a Texas Limited Liability Company ("WEB-TPA"), and the County Indigent Health Care Program administrator, Williamson County, Texas, a political subdivision of the State of Texas ("County") hereby enter into, as of the date set forth below (the "Effective Date"), this Administrative Services Agreement consisting of the Standard Terms and Conditions and the following Exhibits **initialed by each of WEB-TPA and County** below, which are attached hereto and incorporated herein for all purposes:

	WEB-TPA Initials	Williamson County
STANDARD TERMS AND CONDITIONS		
Exhibit A – RESPONSIBILITIES OF PARTIES		
Exhibit B – FEES AND SERVICES		
Exhibit C – WILLIAMSON COUNT REQUEST FOR PROPOSAL DOCUMENTS (RFP ##09WCP814 WEB-TPA's submittals in response to said RFP)		
Exhibit D – UTILIZATION MANAGEMENT & CASE MANAGEMENT SERVICES		

Expected Participation: # of Program Participants 700 # of Dependents 0

Expected Dependent Ratio: [(Program Participants + Dependents)/Program Participants]
N/A

CONTACT INFORMATION

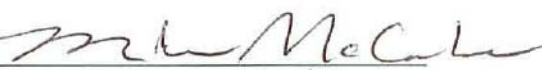
FUNCTION	WILLIAMSON COUNTY, TEXAS	WEB-TPA
Support	Name: Bride Roberts, LBSW-CIRS Title: Assistant Director Social Services Division Williamson County & Cities Health District 211 Commerce Blvd., Suite 114 Round Rock, Texas 78664 Phone: (512) 248-3252 Fax: (512) 248-3286	Name: Shannon Juneke Title: Account Executive Phone: 210-507-8801 Fax: 469-417-1970


Contract	Name: Bride Roberts, LBSW Title: Assistant Director Community Health Education & Social Services Division Williamson County & Cities Health District Phone: (512) 248-3252 Fax: (512) 248-3286	Name: Mike McCabe Title: CEO Phone: 469-417-17517 Fax: 469-417-1951
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IN WITNESS WHEREOF, the parties have duly executed this Agreement by the duly authorized signatures below as of September 1, 2009 (the "Effective Date").

WEB-TPA:

WILLIAMSON COUNTY, TEXAS:

By: 
 Name: Mike McCabe
 Title: CEO/President

By: 
 Name: Dan A. Gattis
 Title: Williamson County Judge

ADMINISTRATIVE SERVICES AGREEMENT STANDARD TERMS AND CONDITIONS

THIS Service Agreement (the "Agreement") is made and entered into by and between the County and WEB-TPA.

RECITALS

WHEREAS, the Williamson County and Cities Health District (WCCHD) administers the County Indigent Health Care Program (CIHCP), mandated by Chapter 61 of the Texas Health and Safety Code, on behalf of County. Funding to administer the program is provided to WCCHD by County;

WHEREAS, County intends to maintain and expand the network of providers, provide case management services, contract and manage Pharmacy Benefit Management services, perform data collection and reporting, and manage claims for indigent health care that the County provides to eligible program participants ("Program Participants");

WHEREAS, County and the WCCHD would like for the claims for medical and prescription services of Program Participants to be processed and for payments to be issued by a contracted Third Party Administrator;

WHEREAS, WEB-TPA provides administrative services and desires to contract with the County to perform the above described services with respect to the CIHCP as specified below; and

THEREFORE, in consideration of the premises and mutual covenants contained herein, the County and WEB -TPA agree to the following:

ARTICLE I: Relationship of Parties

1.1 Independent Contractors

The parties enter into this Agreement as independent contractors and not as agents of each other. Neither party shall have any authority to act in any way as the representative of the other, or to bind the other to any third party, except as specifically set forth herein.

1.2 Delegated Authority

The County delegates to WEB-TPA only those powers and responsibilities which are specifically enumerated in this Agreement. Nothing within this Agreement shall transfer to WEB-TPA any discretionary responsibility or authority or assign County's responsibilities under the CIHCP.

1.3 Licensure/Compliance

WEB-TPA agrees to be duly licensed as a Third Party Administrator to the extent required under applicable laws and agrees to maintain such licensure throughout the Term of this Agreement. Both County and WEB-TPA agree to comply with applicable Federal and State laws in administering the CIHCP.

1.4 Communication

WEB-TPA shall be entitled to rely, without investigation or inquiry, upon any written, electronic, or oral information or communication of the County or agents of the County.

1.5 Financial Responsibility

WEB-TPA does not insure, guarantee, or underwrite the liability of the County under the CIHCP. The County has total responsibility for payment of claims under the CIHCP and all expenses incidental to the CIHCP.

1.6 Indemnification

- a. WEB-TPA will indemnify, defend, save, and hold County and its officers, directors, agents, attorneys and affiliates harmless from and against any and all Damages asserted against or incurred by County, to the extent that such claims, losses, liabilities, damages, and expenses arise out of intentional, dishonest, fraudulent, grossly negligent, or criminal acts, except for acts taken at the specific direction of County.

1.7 Responsibilities of Parties (EXHIBIT A)

A listing of each party's responsibilities and cost association is provided for in Exhibit A attached.

1.8 Program Compliance

Services provided under this Agreement will be performed in accordance with the eligibility and benefit provisions of the CIHCP.

ARTICLE II: WEB-TPA's Responsibilities**2.1 Eligibility.** During the Term (as hereinafter defined), WEB-TPA shall:

- a) Provide Program Participant identification cards for each Program Participant to County.
- b) Maintain program/plan records based on eligibility information submitted by the County as to the dates on which a Program Participant's coverage commences and terminates.
- c) Support enrollment services and eligibility management.

2.2 Benefit Determination. During the Term, WEB-TPA shall:

- a) Make itself knowledgeable regarding the rules and regulations of the CIHCP. However, County exclusively retains all responsibility and liability associated with the CIHCP.
- b) Maintain records of coverage applicable to each Program Participant based on information submitted by the County.
- c) Support the receipt of claims and supporting documentation via paper and electronic means.
- d) Determine benefits payable per claim in accordance with the CIHCP. In circumstances in which benefit determination is considered unclear by WEB-TPA, WEB-TPA will contact County and request guidance as to desired CIHCP interpretation. If County does not respond in writing within seven (7) days, WEB-TPA will, at its sole discretion, continue to pend or deny the claim/benefit.
- e) Use its best efforts to determine third party liabilities or responsibilities related to submitted charges.

2.3 Claim Payment and Notification. During the Term, WEB-TPA shall:

- a) Provide a sample claim form to County to utilize in submitting claims to WEB-TPA.
- b) Use its best efforts to notify appropriate provider and/or Program Participant if additional information is required in order to process a claim.
- c) Pay claims from County's designated account. Under no circumstance, does WEB-TPA assume financial responsibility for any amounts or liabilities related to the CIHCP, including, without limitation, benefits payable, fines, fees, and errors.
- d) Provide notice to Program Participants and applicable providers as to the reason and determination of benefits under the CIHCP, including, without limitation, payment, adjustment, denial, or pending claims.
- e) In the event that WEB-TPA makes overpayments for claims paid in good faith, upon determination of error by WEB-TPA, it will use its best efforts to notify County of such error and make good faith attempts to recover any such overpayments.
- f) Report to the Internal Revenue Services, and to other applicable tax authorities or parties, those claim payments which are required to be reported thereto under applicable tax laws, regulations, rulings, and opinions.

2.4 Direct Provider Contracting. During the Term, WEB-TPA shall:

- a) Maintain appropriate system information regarding direct contractual relationships with selected providers.
- b) Recruit and expand direct provider arrangements as directed by the County
- c) Load and administer direct contracted arrangements with selected providers.
- d) WEB-TPA represents and warrants that its contracts with PPO Networks made available to the County require that the network contractually commits to require that each network provider remain in good standing in the provider's

profession/state(s) in which services are being rendered and that the provider be currently licensed and/or certified in the State.

- 2.4 Subrogation and Coordination of Benefits.** During the Term, WEB-TPA shall:
- Use best efforts to identify claims and notify County of potential opportunities to subrogate payments.
 - Use best efforts to identify claims and notify County of claims subject to payment under other benefit plans.
- 2.5 Program/Plan History (Records and Files).** After expiration of the Term, WEB-TPA shall:
- Store program/plan records (including Program Participant eligibility, claim submission, benefit determination, and claim payment) in accordance with state law.
 - Provide reasonable County access to the records created during the term of this Agreement and assist in the transfer of this information to the County. Costs associated with the copying and transfer of the records shall be passed through to the County.
- 2.6 Customer Service.** During the Term, WEB-TPA shall:
- Provide telephonic assistance with live Customer Service Representatives during normal business hours Monday through Friday (with the exception of WEB-TPA holidays).
 - If applicable, provide 24-hour seven (7) day a week Internet based access to plan/program information, with the exception of System Maintenance, Upgrading, etc..
 - Use its best efforts to document communication in electronic form with applicable parties.
- 2.7 Reinsurance/Stop Loss.** During the Term, WEB-TPA shall:
- Use its best efforts to determine applicability of each claim to County's stop loss policy, if any.
 - Assist in the collection of necessary plan/program information required for filing of a reinsurance claim.
 - Under no circumstance is WEB-TPA financially or otherwise responsible for the payment or denial of a stop loss claim.
- 2.8 Billing and Fee Payment.** During the Term, WEB-TPA shall:
- Calculate fees associated with third party services administered or managed by WEB-TPA in accordance with contract terms.
 - Submit request for payment of third parties to County for approval.
 - Upon receipt of approval pay third party billings from the Claims Payment Account.
- 2.9 Reporting.** During the Term, WEB-TPA shall:

- a) Provide County with the WEB-TPA standard set of reports on either a monthly basis.
- b) Provide County with a check register for each check run.
- c) Provide County with access to their plan/program data in either a text file or Microsoft™ database format, subject to the applicability of HIPAA privacy regulations.
- d) If requested by County, provide additional reporting at 10% below our standard hourly rates.
- e) Provide information managed by WEB-TPA to County necessary to complete County's reporting requirements under CIHCP.

2.10 Confidentiality. During the Term, WEB-TPA shall:

- a) Unless required by a regulating third party, WEB-TPA will take all reasonable precautions to prevent the disclosure of confidential information to parties unrelated to WEB-TPA's administration hereunder.
- b) Maintain reasonable computer data safeguards (such as access codes, passwords, secure physical location, data back-up and firewall software) in order to protect against unauthorized access, deletion or alteration of data.
- c) Unless otherwise directed, make all administrative data accessible to the County.

ARTICLE III County's Responsibilities

3.1 Administrative Fees. During the Term, County shall:

- a) Timely pay, in accordance with EXHIBIT B – FEES AND SERVICES, WEB-TPA for services rendered.
- b) Grant WEB-TPA the authority to draft from the Claims Payment Account any fees due to WEB-TPA prior to application of the funds for any other purpose.
- c) Allow for a fee adjustment by WEB-TPA in the event that the County's actual Dependent Ratio exceeds the Expected Dependent Ratio by ten-percent (10%).
- d) Allow for a fee adjustment by WEB-TPA in the event that the County's Program Participant's actual participation decreases below ninety-percent (90%) of Expected Participation.

3.2 Benefit Determination, Funding, and Liability. During the Term, County shall:

- a) Retain all responsibilities of a county conducting a CIHCP, CIHCP administrator, and named fiduciary. As such, County retains full discretionary control, authority, and responsibility in the maintenance of a compliant, the determination of benefits, and the operation and administration of the CIHCP.
- b) Establish, maintain, and fund a Claims Payment Account for the payment of all claims, fees, taxes, and other expenses of administering the CIHCP.
- c) Provide WEB-TPA with all necessary documentation and authority necessary to act as signatory on the Claims Payment Account. County understands that financial liability for all payments made under the CIHCP and in conjunction with this Agreement is the responsibility of the County. WEB-TPA shall have

no financial obligation or responsibility relating to the payment of benefits under the CIHCP.

3.3 Eligibility. During the Term, County shall:

- a) Provide WEB-TPA with current and accurate CIHCP eligibility and coverage records.
- b) Verify Program Participant eligibility in a timely manner.
- c) Identify and provide in writing to WEB-TPA all Program Participant terminations on a timely basis. WEB-TPA is not obligated to reimburse its fees for administrative services on terminations reported more than 90 days after the actual termination date.

3.4 Taxes and Other Fees.

During the Term, County shall pay any and all taxes, licenses, and fees levied; if any, by any local, state, or federal authority in connection with the CIHCP and the administration of the CIHCP.

ARTICLE VI: Miscellaneous

4.1 Entire Agreement.

This Agreement, together with all addenda, exhibits, and appendices supersedes any and all prior representations, conditions, warranties, understandings, proposals, or other agreements between the County and WEB-TPA hereto, oral or written, in relation to the services and systems of WEB-TPA, which are rendered or are to be rendered in connection with its assistance to the County in the administration of the services described hereunder.

4.2 Venue and Governing Law.

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.3 Dispute Resolution.

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim

shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association (“AAA”). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute..

4.4 Assignment.

County and WEB-TPA agree that WEB-TPA may not assign or otherwise transfer to third parties, its rights, interests, and/or obligations under this Agreement, or any portion thereof without the express written consent of County. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4.5 Third Party Services

- a) The work to be performed by WEB-TPA under this Agreement may be performed directly by it or wholly or in part through a subsidiary or affiliate of WEB-TPA.
- b) In situations in which third party services are selected by County and contracted through and managed by WEB-TPA (i.e. Network Access, Utilization Review), WEB-TPA will notify County of rate and service changes. WEB-TPA reserves the right to modify its billings for any third party rate adjustments or service changes.
- c) County is responsible for the payment of any third party services selected by County and as identified in the attached Exhibits.

4.6 Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

4.7 Force Majeure.

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.8 Compliance with Laws.

Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, WEB-TPA shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

4.9 Incorporation of RFP Documents, Exhibits and Attachments. The parties to this Agreement agree that the terms and conditions of the Williamson County Request for Proposal #09WCP814, as well as the Exhibits and Attachments, and Appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.**4.10 No Waiver of Immunities.**

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.11 County's Right to Audit.

WEB-TPA agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of WEB-TPA which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. WEB-TPA agrees that County shall have access during normal working hours to all necessary WEB-TPA facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give WEB-TPA reasonable advance notice of intended audits.

4.12 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. WEB-TPA understands and agrees that the County's payment of amounts under this Agreement is contingent on the County

receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

4.13 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

ARTICLE V: Duration of Agreement

5.1 Term

- a) This Agreement shall be effective for a three (3) year period commencing on the Effective Date (the "Term"). This Agreement shall automatically renew each year for a one-year period unless modified or terminated as described below.
- b) After the initial Term, WEB-TPA may modify its services and fees associated with this Agreement by providing sixty (60) day written notice.

5.2 Termination

- a) This Agreement may be terminated by either the County or WEB-TPA at any time, either, upon giving 120 days written notice to the other party unless both parties agree to waive such advance notice, or with no notice, as stated below. In the event where prior written notice requirements are not met, WEB-TPA shall be entitled to an additional amount equal to one month's administrative fee, and any fees already billed and due by the County. If written notice is received within the notice period for the initial Term, the County is responsible for all payments due WEB-TPA during the entire initial Term of this Agreement. Should the County elect to terminate the Agreement inside the required written notice period, the County is responsible for payment of a termination penalty equal to two times the current administrative rate times the number of months inside the notice period. (For example: An County that provides a 90 written notice versus the 120 required notice, would be responsible for an amount equal to two months of the current administrative fees, One month of fees and one month of penalty). Regardless of Termination, WEB-TPA's involvement in the payment of Run Out Claims at the request of County, is separate from the

Termination provision of this Agreement and is not counted in any calculation of the required notice period.

- b) Either the County or WEB-TPA may terminate this Agreement if the other party to the Agreement is in default in performing any of the material responsibilities outlined in this Agreement and does not cure those defaults within ten (10) business days of receiving written notice outlining such alleged default.
- c) Upon the effective date of termination, WEB-TPA shall have no further duties or responsibilities under this Agreement. If desired by County, WEB-TPA will negotiate a short-term extension of this Agreement in order to facilitate the payment of claims remaining unpaid at the time of termination under the CIHCP.

ARTICLE VI: Business Associate Agreement

WEB-TPA and County acknowledge that WEB-TPA is a Business Associate of County and that County is a Covered Entity; and

WHEREAS, WEB-TPA and County desire to ensure that, with respect to the duties and obligations of the parties under the Administrative Services Agreement, the standards of privacy and security for each Individual utilizing the County Indigent Health Care Program (CIHCP) through County are adhered to pursuant to the Health Insurance Portability and Accountability Act of 1996 (referred to herein as "HIPAA"); and all applicable state laws that preempt HIPAA.

WHEREAS, by executing this Agreement, the parties agree to abide by the terms and conditions of the Agreement, as amended.

In consideration of the promises and the mutual covenants and undertakings set forth in the Addendum, the parties have executed this Addendum through their duly authorized representatives as of the date noted above.

6.1 Definitions

- a) Generally: All capitalized terms contained in the Addendum shall have the meaning ascribed to them in the Agreement unless otherwise defined herein. In the event of any conflict between a definition as contained in the Agreement and a definition contained in 45 CFR 160.103 and 45 CFR 164.501, the definition contained in 45 CFR, 160.103 and 45 CFR 164.501 shall govern.
- b) Business Associate: "Business Associate" shall have the same meaning as the term "Business Associate" in 45 CFR 160.103.
- c) Covered Entity: "Covered Entity" shall have the same meaning as the term "Covered Entity" in 45 CFR 160.103.
- d) Individual: "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in

accordance with 45 CFR 164.502(g), when such individual is a Covered Employee as defined by the Agreement.

- e) Privacy Rule: “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- f) Protected Health Information: “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health insurance” in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity regarding an Individual who is a Covered Employee as defines by the Agreement.
- g) Secretary: “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- h) Disclosure: The release, transfer, provision of access to or divulging in any other manner of information outside the entity holding the information for purposes other than treatment, payment or health care operations as those terms used in the Privacy Rule.
- i) Business Associate Services: Pursuant to the Administrative Services Agreement, WEB-TPA provides “Services” for County that may involve the use and disclosure of Protected Health Information.

6.2 Obligations and Activities of WEB-TPA

- a) WEB-TPA shall not use or further disclose PHI other than as permitted or required by this Addendum or as required or permitted by law.
- b) WEB-TPA shall use appropriate safeguards to prevent use or Disclosure of the PHI other than as provided for by the Addendum.
- c) WEB-TPA shall mitigate, to the extent practicable, any harmful effect that is known to WEB-TPA of a use or Disclosure of PHI by WEB-TPA in violation of the requirements of this Addendum.
- d) WEB-TPA shall report to County any use or Disclosure of the PHI not provided for by this Addendum.
- e) WEB-TPA shall require that any agent, including a subcontractor, to whom it provides PHI created or received by WEB-TPA on behalf of County agrees to the same restrictions and conditions that apply through this Addendum to WEB-TPA with respect to such information.
- f) WEB-TPA, at the written request of County, shall provide County access to PHI in a Designated Record Set during WEB-TPA’s normal business hours or mail the copy of the PHI in a Designated Record Set to County in order to meet the requirements under 45 CFR 164.524.
- g) WEB-TPA, at the written request of County, shall provide an Individual access to his or her PHI in a Designated Record Set during WEB-TPA’s normal business hours or mail the copy of the PHI in a Designated Record Set to the Individual in order to meet the requirements under 45 CFR 164.524.
- h) WEB-TPA, at the written request of County or an Individual, shall make any amendment(s) to PHI in a Designated Record Set pursuant to 45 CFR 164.526 within a reasonable time following WEB-TPA’s receipt of the written request.
- i) WEB-TPA, at written request of County, shall make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received

by WEB-TPA on behalf of, County available to County, or at the request of County to the Secretary, during WEB-TPA's normal business hours (or may provide County or the Secretary with copies) for purposes of the Secretary determining County's compliance with the Privacy Rule.

- j) WEB-TPA shall document such Disclosures of PHI and information related to such Disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. WEB-TPA, at the written request of County, shall provide to County or an Individual information collected in accordance with this Section of the Addendum, to permit County to respond to a request by an Individual for accounting of disclosures of PHI in accordance with 45 CFR 164.528.

6.3 Permitted Uses by WEB-TPA

WEB-TPA shall use PHI only to the extent necessary to perform the Services, and in a manner that such use would not violate the Privacy Rule if done by County: provided, however, that:

- a) WEB-TPA may use PHI for the proper management and administration of the Services under the Administrative Services Agreement or to carry out the legal responsibilities of WEB-TPA; and
- b) WEB-TPA may disclose PHI for the proper management and administration of the Services under the Administrative Services Agreement, provided that Disclosures are required by law, or WEB-TPA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies WEB-TPA of any instances of which it is aware in which the confidentiality of the information has been breached; and
- c) WEB-TPA may use PHI to provide Data Aggregation services to County as permitted by 42 CFR 164.504 (e)(2)(I)(B).

6.4 Obligations of County

- a) County shall allow WEB-TPA access to PHI of Individuals utilizing the County Indigent Health Care Program (CIHCP) through County.
- b) County shall provide WEB-TPA with the notice of privacy practices that County produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- c) County shall provide WEB-TPA with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect WEB-TPA's permitted or required uses and disclosures.
- d) County shall notify WEB-TPA of any restriction to the use or Disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522.
- e) County shall not request WEB-TPA to use or Disclose PHI in any manner that would not be permissible under the Privacy rule if done by County, provided, however, that County may request that WEB-TPA use or Disclose PHI for Data Aggregation or management and the administrative activities of WEB-TPA.

6.5 Return of Protected Health Information

At termination of the Agreement, if feasible, WEB-TPA shall return or destroy all PHI created or received by WEB-TPA on behalf of County, including PHI in the possession of subcontractors or agents of WEB-TPA. WEB-TPA shall not retain any copies of such information. In the event that WEB-TPA determines that returning or destroying the PHI is not feasible, WEB-TPA shall extend the protections of the Addendum to such PHI and limit further uses and Disclosures of such PHI to those purposes that make the return or destruction of the information infeasible.

EXHIBIT A RESPONSIBILITY MATRIX
--

<i>Responsibility</i>	County	WEB-TPA
♦ “Production and Design of Summary Program Description”		X
♦ Generation of Electronic and/or Print Copy of Summary Program Description		X
♦ Cost of Printing Summary Program Descriptions (SPD)		
➤ Initial SPD production for open enrollment		X
➤ Subsequent SPD printing – new hires and status change only		X
➤ Future Reprints	X	
♦ Cost of Group I.D. Cards		
➤ Initial ID Cards		X
➤ Subsequent ID Cards – new hires and status change only		X
➤ Future Reprints	X	
♦ Cost of Printing PPO Directories		
➤ Initial Directories	X	
➤ Subsequent Directories	X	
♦ Cost of Printing EOB, EOP and Claim Checks		X
♦ Hospital Audit Fees	X	
♦ Third Party Subrogation Fees	X	
♦ Standard Enrollment Forms		X
♦ Obtain Prior Claim Administrator Program History	X	
♦ Signature of Claim Checks	X	
♦ Bank Account Reconciliation	X	
♦ Utilization Review and Case Management Fees	X	
♦ Fees for Medical Information, Bank Fees, Attorney Fees and other Legal Expenses	X	
♦ Preparation of Schedule C – Form 5500	X	X
♦ Preparation of Form 1099s		X

EXHIBIT B SERVICES AND FEES

ADMINISTRATION FEE	
Medical per Program Participant per Month	\$9.50 PPPM
Credentialing / Direct Contracting	\$75 per provider
HOSPITAL PRE-NOTIFICATION FEE	
Vendor – WEB-TPA	
Per Program Participant per Month	\$2.25 PPPM
Inpatient Precertification	\$ 125 per hour
Case Management Fee	
PRESCRIPTION DRUG PROGRAM	
Vendor – IdealScripts	Reference direct contract
SUBGROGATION	
Vendor	NexClaim
Fee	30% of recoveries
HOSPITAL AUDIT/NON-NETWORK NEGOTIATIONS	
Vendor	CorVel
Fee	35% of savings

Medical Claim Administration to include:

- A. Clinical Editing Tool
- B. R&C Data Integration
- C. WEB-TPA's Standard Cost Management Reporting Package including ad-hoc reporting requests
- D. All printing and postage costs for EOBs/EOPs.
- E. Complete implementation and ongoing access to the following web portals: Member and Employer.
- F. Toll-Free customized 1-800 Customer Service Phone Line.

2 – Provider Credentialing – Rate may be adjusted as outsourced credentialing vendor adjusts rate

3 - Member Communication Materials to include:

- A. All printing of ID cards produced for initial conversion Open Enrollment and new Program Participants are included in the PPPM fee. Future reprints of ID cards due to open enrollment plan changes or vendor changes will be billed to the client at cost.
- B. WEB-TPA has supported a number of other communication materials to members to include welcome packets, physician communication letters, frequently asked questions documents, etc. These types of customized documents will be charged to the client at cost + 10%.

Assumptions:

- ✦ PPPM = Per Participant Per Month
- ✦ WEB-TPA has provided a 3-year rate guarantee. This guarantee assumes that only new Program Participants receive plan documents and that additional ID cards are produced only for new members or existing members requiring a change.
- ✦ Rates include comprehensive system access including the ability for outsourced administration of certain components by the client (i.e. Eligibility).

Administrative integration charges paid by third-party vendors to WEB-TPA are inclusive in quoted pricing and not in addition to our proposal. These

fees include but are not inclusive or exclusive of the following: PBM, Reinsurance, Network, Out of Network Claim Negotiation, Subrogation, etc.



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626

<http://www.williamson-county.org/Purchasing>

REQUEST FOR PROPOSAL

THIRD PARTY ADMINISTRATOR FOR THE WILLIAMSON COUNTY INDIGENT HEALTH CARE PROGRAM

PROPOSAL NUMBER: 09WCP814

PROPOSALS MUST BE RECEIVED ON OR BEFORE: APRIL 22, 2009– 2:30 PM

PROPOSALS WILL BE PUBLICLY ACKNOWLEDGED: APRIL 22, 2009– 2:30 PM

PROPOSAL SUBMISSION

DEADLINE: Proposals must be received in the Williamson County Purchasing Department **on or before 2:30 PM on Wednesday, April 22, 2009**. Proposals will be publicly acknowledged at 2:30 pm or soon thereafter in the Williamson County Purchasing Dept., 301 SE Inner Loop-Suite 106, Georgetown, Texas.

METHODS: Sealed proposals may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Jonathan Harris, Suite 106, Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas 78626*.

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

PROPOSAL REQUIREMENTS

SUBMITTAL: All proposals must be bound in some fashion. All proposals must be submitted as follows: one (1) original proposal set and five (5) copies. The proposal sets shall be marked "original" or "copy". A "proposal set" consists of the COMPLETED AND SIGNED Proposal Form and any other required documentation. All copies must have the same attachments as the original.

SEALED: All proposals must be returned in a sealed envelope with the proposal name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the proposal name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County requires proposer to supply with this proposal, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

LEGIBILITY: Proposals must be legible and of a quality that can be reproduced.

FORMS: All proposals must be submitted on the forms provided in this proposal document. Changes to proposal forms made by proposers shall disqualify the proposal. Proposals cannot be altered or amended after submission deadline. All information required by the proposal form must be furnished or the proposal may be deemed non-responsive. Where there is an error in the extension of price, the unit price will govern.

LATE PROPOSAL: Proposals received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:

- have adequate financial resources, or the ability to obtain such resources as required;
- be able to comply with the required or proposed delivery schedule;
- have a satisfactory record of performance;
- be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

AWARD

NINETY DAYS: Awards should be made approximately ninety (90) days after the proposal opening date. Results may be obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: No more than one proposal will be awarded for any item, single department or area. Proposals may be rejected for some items, departments or areas, even though awards are made for others. The County reserves the right to make partial awards. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best proposal.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in this proposal request, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

CONTRACT: This Proposal, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful proposer and Williamson County.

The successful proposer may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.

CONTRACT ADMINISTRATION: Under this contract, Bride Roberts, Community Health Education & Social Services Assistant Director, Williamson County & Cities Health District, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful proposer.

CONTRACT PERIOD(S): The Initial Contract Period is Date of Award through August 31, 2010.
Possible extension includes:

September 1, 2010 through August 31, 2011
September 1, 2011 through August 31, 2012

CONTRACT EXTENSIONS: At the end of the first plan year, the Commissioners Court and the Williamson County Benefits Committee reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) months increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total administrative costs to the County will be

allowed to escalate a maximum of 5% for each renewal year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the third party administrator may elect to terminate this agreement, with no additional liability to the County. The County and the third party administrator agree that termination will be the third party administrator's sole remedy under this circumstance.

BID CONTACTS

PURCHASING CONTACT:

Jonathan Harris, Assistant Purchasing Agent
Williamson County Purchasing Department
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1692
joharris@wilco.org

TECHNICAL CONTACT:

Bride Roberts, LBSW, CIRS
Williamson County & Cities Health District
211 Commerce Blvd. – Suite 114
Round Rock, TX 78664
Telephone: (512) 248-3252 or 248-3258
E-mail: broberts@wcchd.org

MISCELLANEOUS

FOB DESTINATION: All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Request for Proposal. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

FIRM PRICING: All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of proposal opening for a fixed period of time. Unless the Proposal expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2009. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best proposal, but for no longer than the current fiscal year.

ESTIMATED QUANTITIES: The estimated quantity (i.e., number of participants) of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal.

FUNDING: Funds for payment have been provided through the Williamson County budget approved by Commissioners

Court for the October 1, 2008 thru September 30, 2009 fiscal year.

SALES TAX: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

DELIVERY: The delivery time and location for the commodity and/or service covered by this proposal shall be as stated in the various proposal packages.

PURCHASE ORDER: If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful proposer for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

PAYMENT: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna McKittrick, 943-1558.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006, Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link:
http://wcportals.wilco.org/Interest_Conflict/index.html

The Williamson County Conflict of Interest Statement is located on page 20. This form must be completed, signed, and submitted with your Proposal.

ETHICS: The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

DOCUMENTATION: Proposer shall provide with this proposal response, all documentation required by this proposal. Failure to provide this information may result in rejection of the proposal.

TERMINATION FOR CAUSE: In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Proposer may be given a reasonable opportunity to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

TERMINATION FOR CONVENIENCE: Williamson County may terminate this contract and/or any additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, for convenience and without cause or further liability, upon thirty (30) days written notice to Proposer. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Proposer for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this proposal including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

PROPRIETARY INFORMATION: All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked

sections being deemed non-proprietary and available upon public request.

WORKER'S COMPENSATION

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it

becomes necessary that the proposer provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Texas Worker's Compensation Commission requirements.

PROPOSAL SPECIFICATIONS

Table of Contents

SECTION 1	SCOPE OF PROJECT	PAGE 5
SECTION 2	PRICING SCHEDULE	PAGE 9
SECTION 3	QUESTIONNAIRE	PAGE 10
Section 4	Evaluation Criteria	Page 15
Section 5	History	Page 16 - 19
	Indigent Health Care Program (CIHCP) Information	
	Indigent Health Care Program (CIHCP) Claims History	
	Indigent Health Care Program (CIHCP) Benefits Summary	
Williamson County Conflict of Interest Statement	Page 20	
Williamson County Proposal Form	Page 21	

Section 1

Scope of Proposal

Williamson County and Cities Health District (WCCHD) administers the County Indigent Health Care Program (CIHCP), mandated by Chapter 61 of the Texas Health and Safety Code, on behalf of Williamson County. Funding to administer the program is provided to WCCHD by Williamson County. Claims for medical and prescription services are processed and payments are issued by a contracted Third Party Administrator. Oversight is provided by WCCHD staff and the Williamson County Auditor's office. WCCHD staff perform all member eligibility and related data entry.

Williamson County intends with this project to continue to contract with a Third Party Administrator, to maintain and expand the network of providers, provide case management services, contract and manage Pharmacy Benefit Management services, perform data collection and reporting, and manage claims for indigent health care that the County provides. The required implementation date of the Third Provider Administrator (TPA) services will be **September 1, 2009**.

The Scope of the project is defined by tasks to be performed by the Third Party Administrator (TPA), i.e., the proposer. These tasks are, for convenience, broken up by function. All tasks are to be considered covered by pricing in Section 2.

Claims Management

- Receive paper claims and claims transmitted electronically
- Process claims according to specified payment standards
- Submit preview or pre-release of claims for payment for review and approval
- Disbursements to providers

Member and Provider Services

- Provide dedicated member/provider service line for WilCo line of business
- Bilingual—English/Spanish capability
- Provisions for 24/7 access to eligibility verification
- Issue member eligibility cards

Utilization Management and Case Management

Process includes:

- Processing of authorizations for specified procedures
- Health plan coverage issues
- Coordination of transitional care
- Processing of denials/appeals
- Coordination of inpatient care and discharge planning
- Provider and facilities liaison for patient admissions, discharges and follow up care
- Management of catastrophic procedures
- Medical utilization reports
- Reports of specified diagnoses (i.e. asthma, diabetes)

Pharmacy Benefit Management Services

- Contracting
- Management
- Disbursements to PBM

Formulary Management

- Drug list with cost per dose, preferred administration and alternatives
- Rx limitations: 3 Rx's/month, 30-day supply of each. Generics are required, if available.
- Step downs to oral administration when possible
- Non-formulary use authorization standards

Contracting

- Continue to build on County-owned network
- Establish contracts with additional provider(s), to include specialty providers
- County will own the provider network
- County targets geographic area
- County sets prices
- County approves all contracts with providers
- County approves all contract terms
- Contract includes Provider attestation of credentials

Management Information

- HIPAA Compliance
- County owns data
- Strict privacy of patient data including, but not limited to HIV status
- Data uploaded to the County periodically as requested
- Data format negotiated
- Training for Williamson County staff
- Reports acceptable to Williamson County
- Number and content of all reports to be at County's discretion
- Ensure data integrity and recoverability
- Provide disaster recovery procedures
- Insure online security
- Have an anti-piracy policy

Audits and Reports

- Williamson County will conduct an on-site audit of your services utilizing either its own internal audit staff or an outside audit firm of its choosing (or joint approval).
- Reports that are involved with claims auditing are to be provided to the Williamson County auditing staff for the purpose of periodic audit reviews.

Confidentiality

All written correspondence, reports and records shall refer to patients by their CIHCP eligibility number only and always conceal the name of the patient.

Program requirements include:

1. Management of Two Annual Expenditure Caps

- a. \$30,000 per year per member—applies to total claims, all categories.
- b. For members who have met \$30,000 cap and continue eligible, up to \$5,000 in additional services allowed, for primary care services, laboratory testing, and prescription medications. Major diagnostic services are excluded.

2. Member Accumulation Monitoring

In order to monitor progress toward annual expenditure caps, the individual pharmacy transactions must be accumulated bi-weekly with the medical claims to determine member accumulators.

3. Form 113 Process

For members in application or appeal process for SSI: Provider assignments (Form 113), signed by member, must be signed by each provider prior to payment of facility claims. TPA is responsible for mailing out provider assignments pre-signed by member, supplied by eligibility team, and must pend claims until received.

4. Multiple Eligibility Categories, or “Tracks”

Eligibility information for members will include multiple eligibility tracks to allow management of members with different status regarding other public payment resources. Tracks include:

CIHCP Full	Full program benefits (If member has concurrent SSI pending track, Form 113 required for facility claims)
CIHCP Rx-Only	Full program benefits, Form 113 required for facility claims
CIHCP Prenatal, CIHCP TP30	Full program benefits, <u>excluding</u> prenatal coverage
CIHCP TP30 A&D	If hospital claims payout would exceed \$20,000, member must apply first for Medicaid TP30, claims pended.
CIHCP Plus	Member under second payment cap, \$5,000 per FY, limited services
CIHCP Plus 113	Member under second payment cap, \$5,000 per FY, limited services, (Form 113 handled by eligibility staff, not TPA)

Eligibility information for members who are in process for SSI will carry a concurrent eligibility category to show pending status for SSI.

5. Facility Claims for Certain Local Hospitals Participating in Medicaid Upper Payment Limit Program (UPL) are accounted for separately from all other claims. No payments are made by the TPA, but accounting of claims is submitted as for other providers.

6. Rules and the Provisions of Pharmacy Services

- Limit of 3 per calendar month, no more than 30-day supply of each. Generic required if available.
For details and exclusions, see Section 4, Benefits Summary

7. Pre-Release/Claim Approval Process

Per agreement with Williamson County, claims must be reviewed and approved by WCCHD staff prior to payment. Typically a biweekly pre-release claims summary is sent to WCCHD staff. Claims are approved, denied or pended, and returned to TPA for processing.

8. Data Import/Export Capabilities Required:

- A secure FTP service to send and receive data.
- Automated process to receive and digest eligibility information in a flat-file format daily.
- Automated process to send payment information in a flat-file format semi-monthly.

9. Data Import/Exports Required:

- Import of eligibility data described in number 4.
- Monthly report of claims/services for individual members routed to Indigent Care Collaboration (ICC) to be entered into regional database, part of a broad patient management collaboration.

- Bi-monthly file of all member claims data, including pharmacy claims, to be exported to Network Sciences for automated import of data into local WilCo Care database, to facilitate pursuit of reimbursement for services to members approved for SSI and to run in-house reports.

If in Williamson County's sole discretion it is determined the awarded vendor is not making or not attempting to make satisfactory progress towards completion of the awarded contract, then Williamson County may issue a STOP WORK order. This order mandates the cessation of all work and any further payments. County and Client information and records must be treated with the utmost confidentiality. REINSTATEMENT is at the sole discretion of Williamson County. If Williamson County determines that the contract will not be completed to the County's satisfaction, then termination of the project may be ordered and will be final. No claims for payment will be honored after this date. If the contract is terminated all County and Client information and records are to be returned to the County immediately.

Section 2

Pricing Schedule

REQUIRED PROGRAM COMPONENTS

1. Claim Administration to include medical and prescriptions \$_____ pmpm (estimate 700 active)
2. Medical / Surgical Utilization Review, Case Management, Pre-certification Services
\$_____ pmpm
3. Provider Development \$_____
4. Prescription Management Fee \$_____ pmpm

No payment for setup and implementation is identified or contemplated. If such costs are expected, they must be clearly identified. No hourly or estimated costs will be accepted.

Pricing must be stated as valid for one full year. Renewal terms are to be stated and if included must include the provision for Williamson County to terminate if the budget for that year does not include funding for that line item.

Williamson County is exempt from payment of Federal Excise and Transportation tax as well as Texas Limited Sales, Excise and use tax. Bidder 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.

SECTION 3

QUESTIONNAIRE

Please answer all questions individually as noted. Do not address these items in a narrative or paragraph form or with your standard marketing information.

General Information and Services

- 1) Provide a brief corporate history with regard to the following:
 - In the last five (5) years, has your business entity been involved in a merger?
 - In the last five (5) years, has your business entity had a change of ownership?
 - In the last five (5) years, has your business entity had a change of name?
- 2) Describe any organizational structure/operational changes that may occur within the next eighteen (18) months.
- 3) Do you currently provide services to any county, public hospital or hospital district operating a County Indigent Health Care Program under Chapter 61 of the Texas Health and Safety Code? If so, please list.
- 4) Provide references for three (3) employers of similar situated public entity employers in terms of geographic dispersion of employees and number of employees. Include the name, contact person, title, address and phone number, group size, and contract period.

Implementation

- 1) Please provide a work plan for the implementation of the services proposed which specifies the key activities and critical information required from Williamson County to complete the conversion, assigns accountability, indicates the anticipated time frame for completion and outlines the success factors necessary for an effective, timely implementation.
- 2) What claim records, eligibility and other information would you need to implement Williamson County's Indigent Health Care Program (specify format required)?
- 3) If applicable, describe how your system will accommodate partially or totally fulfilled benefit maximums from our current system?
- 4) Please include in your description the degree of flexibility Williamson County will have with regard to changes in the Explanation of Benefits (EOB) and system generated letters.
- 5) Can your company accommodate uploads from our system to yours regarding eligibility? Given that there may be concurrent eligibility categories for a single member, can your company accommodate automated uploads regarding eligibility? If so, at what cost? It is anticipated that uploads from our database to yours will be in the form of an excel spreadsheet, exported daily, Monday through Friday.

Banking Information

- 1) Describe in detail the banking arrangements required for TPA services. Williamson County prefers to use their current bank. If you require that Williamson County use a specific financial institution, specify the name, location, and financial rating of that institution.

- 2) Describe in detail how drafting from the claims account is accomplished. Would your drafting or crediting to the account be accomplished electronically? What information is provided to Williamson County before a draft occurs?
- 3) Is there a minimum claims account balance requirement? If so, please describe how this minimum amount is determined.
- 4) As an alternative to the above bank drafting arrangements:
 - Would you be able to provide a “check register” of checks cut and allow us to “audit” these claims prior to funding and release of the claims payments?
 - How often could you provide this check register?
 - In what form would we receive it?
 - Could we receive it electronically?

Reports

- 1) Please furnish samples of all standard reports that will be included in your quoted rates. How often do you issue each one?
- 2) Please provide samples, explanations and costs of all reports for which you have standard formats, but are not included in your quoted rates.
- 3) 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?

Provider Network Management

Can your organization maintain the existing provider network, and recruit and retain additional providers for the County Indigent Health Care Program using the fee scheduled specified by the State of Texas? To view the current fee schedule, go to www.dshs.state.tx.us/cihcp (go to “Info for County Staff”, then “CIHCP Program Handbook”)

Technology

- 1) Please overview the technology you will utilize to administer the County Indigent Health Care Program.
- 2) Describe data processing timeframes. Following import of member data to your system, within what period of time will the member eligibility information be available in your database? In the PBM database?
- 3) Can your system accommodate input of multiple eligibility categories? More than one concurrent eligibility category for a single member?
- 4) Would you provide the County and providers access to your Internet site? What is available and accessible on each? Is this an outsourced product and/or customized product?
- 5) Would you provide the County read only access to WilCo claims management data on your operating system?
- 6) What steps have you taken to become HIPAA compliant?
- 7) Provide any additional information regarding service capabilities supporting your company as the firm best able to meet the needs of Williamson County which have not been previously detailed.

Claims Administration

- 1) Does turnaround time commence when claims are received in the mail department or does it commence on the date received by the claim processor? Are any claims excluded from turnaround time? If yes, which claims? What is your definition of a paid claim?
- 2) How are claims payable by another source (Medicaid program, Workman's Compensation) identified? How will provider be notified?
- 3) How long is claims information retained on-line? How is the information stored after removal from the system? When is claims data permanently purged from your records?
- 4) Please provide the following information about the specific location from which claims processing will be performed: address, telephone and fax numbers, name and title of the individual responsible for the daily operations of this location, the number of clients served from this location, the number of covered persons per client served from this location, and the number of claims processors located in this location.
- 5) Indicate the hours of operation (please be time zone specific) for the office that will service this account.

Claims Office Performance--Quality and Accuracy

- 1) Provide a description of the auditing program currently in place in the claims location identified above. Include information on the following:
 - auditing procedures (both internal and external)
 - definition of auditing categories
 - frequency/percentage of production audited
 - description of staff performing the audits
 - communication of audit results (to processors and to client)
- 2) Are you willing to risk a portion of the administrative fee if set claims and customer service performance standards are not met? If yes, specify the at risk amounts.
- 3) Are you willing to guarantee claims turnaround time via a specific performance standard? If yes, specify the at-risk amount.
- 4) Indicate the average number of days in which 90% of your medical claims are paid. Indicate the average number of days for 95%.

Audits

- 1) Does an outside firm perform a routine audit of your services? If so, how often and by whom is the audit conducted? Are these audit results shared with your clients? Please provide audit results, if available.

Claims Processing System

- 1) Describe your disaster recovery program with respect to computer files, claim system and loss of facility.
- 2) What connectivity can be established between Williamson County and your system?
- 3) Describe your procedures for the handling of claim disputes and/or appeals.
- 4) Describe your procedures for handling pended claims.
- 5) Provide a copy of your EOB and include a listing of all message codes and their associated message description. Do you have the ability to include multiple message codes on each EOB to accurately communicate the resulting charge to the providers? Can your system only release EOB to providers?

Customer (Member) Services

- 1) Describe how customer service functions are structured.

- Will plan participants have access to a toll-free phone customer service line?
 - Will the phone number be the same for claims questions and network questions?
 - What are the hours of operation?
 - Is there an e-mail address for customer service?
- 2) Are customer service calls (or e-mail inquiries) logged? If yes, is your log manual or automated? What type of information is tracked? Are group specific reports available?
 - 3) Please provide the following information about the specific location from which customer service will be provided: address, telephone and fax numbers.
 - 4) Indicate the hours of operation (please be time zone specific) for the office that will service this account.
 - 5) Describe your provisions for "after-hours" customer service.

Prescription Drugs

- 1) Describe the prescription drug management company that your organization is proposing. Is the management company a subsidiary or sister company of a drug manufacturer?
- 2) Are there any locations within Williamson County that the discounted Rx program will **not** be available?
- 3) Do you track Rx in terms of generic and brand drugs used, average cost, and whether a generic was available for a brand name drug?
- 4) Do you use a formulary listing? If yes, provide a copy.
- 5) Does your drug utilization review (DUR) program regularly track:

• Potential adverse drug interaction	()Yes	()No
• Redundant drug therapy	()Yes	()No
• Multiple fill of prescription (same prescribing provider)	()Yes	()No
• Multiple fill of prescription (different prescribing providers)	()Yes	()No
• Medication dosage	()Yes	()No
• Contraindications given medical history, other health events	()Yes	()No
- 6) For your DUR program, describe the types of intervention and authority of intervening parties, for interventions due to:
 - Over-utilization
 - Under-utilization
 - Inappropriate drug combinations
 - Other
- 7) What type of communication is provided when a request to receive prescription coverage outside of plan specifications is made? Please provide a sample communication, if available.

Connectivity with Williamson County Team

To facilitate resolution issues regarding claims processing, eligibility, provider management or other questions, an easy flow of communication must be established between eligibility and financial oversight team and staff of the TPA. Connectivity should include ability to view member and claims payment data online, ready communication via email and phone, and monthly conference calls or face to face meetings on at least a monthly basis.

Section 4

Evaluation Criteria

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

Williamson County will determine best value by considering the factors set forth in Section 1 and make an award that it determines to be best value and in the County's best interest. Proposals that merely recite that the Vendor will comply with RFP requirements will be ejected as non-responsive.

Mandatory Pre-Proposal Meeting

Attendance at the Pre-Proposal Meeting is **required** for vendor representatives, including salespersons, accounts managers and information technology managers. The meeting will include detailed information about program requirements, and an opportunity for in-depth questions and answers. The meeting will be held at the following time and date: **April 8, 2009 at 2:30PM CST**, at the following location:

Williamson County Inner Loop Annex

Human Resources, Conference Room, Suite 108
301 SE Inner Loop
Georgetown, Texas 78626.

Incomplete Proposals

Williamson County may reject a proposal that does not include a complete, comprehensive, and total response as requested by this RFP without further consideration. In addition, Williamson County will not consider proposals that do not contain all required forms.

Initial Screening

Williamson County will perform an initial screening of all proposals received. Proposals that do not include all required forms and all required sections are subject to rejection. A minor informality may include, but is not limited to, the omission of a page from a required form or a clerical error in the production of copies of the proposal.

Interviews

Williamson County may, but is not required to, conduct interviews with and request oral presentations from selected vendors for the purpose of obtaining clarification of ambiguities in a proposal.

Evaluation of Proposal

In evaluating the proposal, Williamson County will review the requirements as described in Section 1.

Some factors in the evaluation will include, but not be limited to:

- Ability to begin work within 30 days of acceptance.
- Ability to 'go live' September 1, 2009
- Price
- Location of vendor offices
- Range of Services available
- Experience & Qualifications of staff

Evaluation of Pricing Schedule

In evaluating the pricing schedule in Section 2 of the proposal, Williamson County will review the elements described in Section 1 of the RFP.

Section 5

History

Williamson County

WilCo Care Card Medical Assistance Program

- Purpose:** Medical coverage for people who are not in the Medicaid population, who have little or no income. (Income less than 25% of the Federal Poverty Level)
- Funded by:** General Tax Levy Revenue for Williamson County, as mandated by state law.
- Services:**
- Medically necessary office visits and annual physical exams
 - Laboratory and X-ray services
 - Specialist care upon referral of primary physician
 - Hospitalization (to maximum of 30 days or \$30,000 per year)
 - Outpatient hospital care/emergency room
 - Prescription eyewear, once per 2 years
 - Mental health services, including counseling
- Pharmacy:**
- Three prescriptions per month (generic required if available)
- Exclusions:**
- Family planning services (offered at local community clinics)
 - Dental services
 - Podiatry services
 - Chiropractic services
 - Durable medical supplies
 - Other - Please call for information or authorizations
- Eligibility:**
- Eligible persons are given a WilCo Care Card
 - Providers verify eligibility and authorize services, if necessary, online, by phone or by fax at each visit.
- Procedures:**
- Clients are assigned to a designated primary care physician or group practice at the time of certification.
 - Visits to a physician other than the designated provider will not be paid for by WilCo Care unless there are prior arrangements.
- Billing:**
- Claims will be submitted electronically or on paper, on a Health Insurance Claim Form. Bills must be submitted within 95 days from the date of service, or 95 days after the date of approval for retroactive bills.
- Payment:**
- Claims are paid twice monthly, at 100% of current Medicaid rates.
- Provider line:** 512-866-272-2509

Williamson County CIHCP Program Claims History

	monthly number of medical claims processed (excluding pharmacy)	<i>number of clients served</i>	monthly number of pharmacy (only) claims processed	<i>number of clients served</i>	monthly number of medical claims excluding pharmacy
Oct-07	510	492	307	534	1,118
Nov-07	1,107	480	379	525	1,058
Dec-07	985	476	267	517	844
Jan-08	1,423	487	734	525	1,008
Feb-08	538	535	190	576	1,314
Mar-08	1,476	501	681	544	1,056
Apr-08	977	520	413	560	1,287
May-08	1,227	561	486	599	1,397
Jun-08	598	594	457	633	1,333
Jul-08	856	553	470	585	1,665
Aug-08	2,737	646	558	679	1,477
Sep-08	686	638	493	667	1,463
Oct-08	2,592	643	571	677	1,708
Nov-08	654	641	491	678	1,354
Dec-08	1,972	639	502	680	1,763
Total	18,338	8,406	6,999	8,979	19,845
Av/mo	1,223	560	467	599	1,323

"Claims Processed" figure is equivalent to the paid claim figure in each respective category.

"Monthly Number of Medical Claims" is equal to the number of claims received.

Williamson County Indigent Health Care Program WilCo Care

Covered benefits

No copays or deductibles, limit of \$30,000 per fiscal year or 30-days hospitalization, whichever comes first.

No restrictions regarding pre-existing conditions

Generally, coverage for medically necessary treatment

Note: under TDSHS-established Optional Health Care Services, Williamson County CIHCP pays for Advance Practice Nurse Services, Ambulatory Surgi Center, Physician Assistant and FQHC services.

Outpatient Services

Physician's office visit
Lab & X-ray
Diagnostic radiology, including angiograms, CT scans, MRIs, myelography, PET scans, stress tests
Day Surgery
Allergy Serum if justified as medically necessary
Eye exams performed by ophthalmologist
Well Child Care
Annual physical (excluding employment, insurance)
Outpatient injectable drugs (oral preferred)
Pain management--Limited to 12 monthly visits and no more than 3 sets of pain injections per fiscal year
Immunizations

Inpatient Services

Pre-admission tests
Hospital Room semi-private
Lab & X-ray
Intensive Care Unit
Surgery
Other Hospital Services
Skilled Nursing Facility

Diagnostic & Therapeutic Services

Speech and Hearing (based upon medical necessity)
Physical Therapy (based upon medical necessity, submission of treatment plan)
Occupational Therapy (based upon medical necessity, submission of treatment plan)

Durable Medical Equipment/Prostheses

Ostomy supplies (colostomy, ileostomy, etc)
Effective 10/1/07: Home oxygen equipment (including masks, oxygen hose, and nebulizers)

Mental Health Services

Outpatient visits - up to 15 visits/calendar year, 15 more may be approved with submission of evaluation and treatment plan
Inpatient care in acute care hospital, limited under 30-days hospitalization or \$30,000
Services payable with MD, Ph.D Clinical Psychologist, Licensed Clinical Social Worker (LCSW), Licensed Professional Counselor (LPC), or Licensed Marriage & Family Therapist (LMFT)

Emergency Care Services

In and out of area
Urgent care--in and out of area

Prescriptions

Limit of 3 per calendar month, no more than 30-day supply of each. Generic required if available. Oral preferred over injectable, if available.

Oxycontin is not routinely approved under this program, generic morphine or methadone approved instead.

Exclusions: Weight loss medications, smoking cessation aids, birth control pills (available through other programs) unless medically necessary, and Viagra and like medications. All brand name time release and long acting opioid medications except for methadone. Brand-name sleep aids/hypnotics. Lamisil. Provigil. Rule of medical necessity applies

Non-covered benefits

Sex change operations or related services

Chiropractic care

Cosmetic and reconstructive procedures and treatments, unless justified as medically necessary

Custodial or domiciliary care

Dental care

Elective abortions

Elective treatment or elective surgery

Experimental or investigational treatment

Genetic testing

Infertility treatment including any drug whose primary purpose is the treatment of infertility

Inpatient mental health or substance abuse services other than in an acute care hospital

Non-covered benefits or services

Personal comfort items

Durable medical supplies other than ostomy supplies

Physical and mental exams for employment, licenses, insurance, educational purposes or services for non-medically necessary

Reversal of voluntary surgically-induced sterility, artificial insemination or in-vitro fertilization or family planning therapies

Rehabilitation services and therapies are limited to those recommended by a participating or referral physician as medically necessary.

Storage of bodily fluids and other body parts

Take-home prescription drugs

Organ transplants, and artificial organs and associated donor/procurement costs.

Treatment received in State or Federal facilities or institutions or services or supplies provided by an employer or governmental agency or entity.

Vision corrective surgery including laser application

Weight reduction surgery

Work related injury if coverable by Workmans Compensation

Outpatient Dialysis

Diabetic supplies, equipment and self management training (provided separately through onsite services with program health educator)

Family planning services and contraceptives (provided through Title X and XX service agencies)

Maternity and post-natal care (provided through Title V, Title X and XX service agencies)

Home health services and hospice, private duty nursing.

Ambulance services

Note: regarding accidental injuries, CIHCP is secondary payor to insurance coverage such as auto insurance and homeowners insurance.



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:
Name of Company:
Date:
Signature of person submitting form: _____

Notarized:

Sworn and subscribed before me by: _____ on _____ (date)
--

WILLIAMSON COUNTY PROPOSAL FORM
THIRD PARTY ADMINISTRATOR FOR THE
WILLIAMSON COUNTY INDIGENT HEALTH CARE PROGRAM
PROPOSAL NUMBER: 09WCP814

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 of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

_____ Date of PROPOSAL:

Signature of Person Authorized to Sign 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

EXHIBIT D:
UTILIZATION MANAGEMENT & CASE MANAGEMENT SERVICES

DESCRIPTION OF SERVICES

1. UTILIZATION MANAGEMENT PROGRAM

WEB-TPA's Utilization Management service is a process for evaluating proposed and ongoing inpatient & select outpatient medical health services for eligible Program Participants.

Such processes shall include:

1. Hospital Pre-Admission Review

- a. WEB-TPA receives notification of proposed admission from County, Plan or Program Participant; notification is processed by a WEB-TPA Care Counselor (registered nurse).
- b. Demographic and medical information is evaluated for the purpose of determining appropriateness of the treatment plan and setting.
- c. The WEB-TPA Care Counselor reviews the proposed treatment as well as effective alternatives.
- d. If applicable under Benefit Plan Design, the WEB-TPA Care Counselor evaluates indications for second surgical opinion. Second Surgical Opinion may be waived or recommended.
- e. In instances where the initial determination indicates that the proposed admission is appropriate, such determination is communicated to the involved parties via ERISA mandated methods, and Concurrent Review is scheduled to commence following the admission date.
- f. Call for verification of the provider's network affiliation are referred to the PPO.

2. Concurrent Review

Throughout the course of a hospital confinement, the WEB-TPA Care Counselor requests additional clinical data to validate a continued stay.

3. Discharge Planning

Discharge planning provides within the WEB-TPA Care Utilization Management Program for clinical evaluation of transferring the patient to another setting. This transfer may include: transfer to another facility, transfer

to outpatient care, or transfer to home or other arrangement. Individuals directly responsible for the provision and development of the patient's treatment plan are made aware of and referred to the PPO for planning and coordination of services.

The WEB-TPA Care Counselor will, at the point of discharge, reevaluate whether the patient's situation is appropriate for Large Case Management services; this recommendation is communicated to the County (or their previously agreed upon designee).

4. Identification of Large Case Management

The WEB-TPA Utilization Management Program identifies and communicates information on those situations having potential for significant cost/service impact as a result of a more time-intensive approach. This includes chronic illness, catastrophic illness or injury and/or proposed treatment with out-of-network providers.

5. Medical Information Help Line

The WEB-TPA Care Counselor shall be available by telephone to Program Participants requiring information on health-related alternatives, comprehending medical terminology or direction to services. WEB-TPA' Care Counselor responses may be provided verbally, by mail, fax, e-mail or a combination of these items. In some situations, research may be required prior to the provision of information.

2. LARGE CASE MANAGEMENT PROGRAM ("LCM")

WEB-TPA's LCM services shall consist of:

- a. Assessment and management of Program Participants identified as candidates for LCM either through the Care Counselor process (UM) or through notification by the Plan, Payor or other entity as agreed upon by WEB-TPA and County.
- b. WEB-TPA Care Managers assess cost of care, quality of care and quality of life issues in the administration of their LCM duties.
- c. County retains the right to approve or deny the proposed LCM prior to the initiation of LCM services, or agrees to Automated-Approval of all cases referred. If County desires prospective approval of LCM, County is responsible for prompt response to these recommendations to avoid premature case closure and the resulting (possible) loss of opportunity to conduct the stated LCM activities on a timely basis
- d. Upon County approval to initiate LCM services, the WEB-TPA Care Manager shall assess, recommend and coordinate care, services and education.

Communications regarding these services may involve the patient, family, (edited) Payor, and other providers of health care services.

- e. In the event the WEB-TPA Case Manager identifies a benefit through the coordination of services which may be outside the usual benefit plan coverage, arrangements may be made to communicate the out-of-contract services to the County for their consideration.
- f. Recommendations for LCM shall be communicated by WEB-TPA to County on a prospective basis. County is responsible for prompt response to these recommendations to avoid premature case closure and the resulting (possible) loss of opportunity to conduct the stated LCM activities on a timely basis.

4. PHYSICIAN ADVISOR REVIEWS and APPEALS REQUESTS

In instances where the initial clinical review denies an admission or proposed treatment, or where the Plan makes an adverse benefit determination, WEB-TPA maintains procedures for expedited review by a Physician Advisor or Medical Director. WEB-TPA further maintains policies, in accordance with applicable State and Federal laws, for processing clinical review non-recommendations (decided only by a Medical Director), including communication (verbal and written) of non-recommendation to all appropriate parties. Additional policies exist for processing grievances in which an interested party may request an independent review of a previously communicated clinical review non-recommendation which resulted in an adverse benefit determination by the Plan.

All formal appeals are submitted by the parties to County. Should County elect, the appeals request will be submitted to WEB-TPA for clinical review; reviews are conducted in accordance with ERISA Federal Rules and State regulations. WEB-TPA will transmit the results of its clinical review to all appropriate parties. However, the parties recognize that WEB-TPA findings constitute a recommendation only – all benefit decisions, including adverse benefit determinations, must be made by County or Plan, with communication to the individual by the named fiduciary.

5. County – Requested Medical Director Reviews

At County's request, the WEB-TPA Medical Director will conduct a review, for the following:

- a. Predetermination for a service and/or procedure not typically requiring a preauthorization review under the terms of the benefit plan
 - b. Determine medical necessity of a service and/or procedure not already reviewed for same
 - c. Retrospective review for a service and/or procedure that was not pre-certified.
 - d. Other specific County requests for Medical Director review
-

These reviews will result in a recommendation by the WEB-TPA Medical Director. All benefit determinations must be made by County or Plan. These recommendations are transmitted to County only.

6. MISCELLANEOUS

- a. The parties hereto acknowledge and agree that the responsibility for decisions regarding the delivery and content of any treatment plan always rests between the patient and his or her physician. Neither party shall be accountable or responsible for any decision regarding the delivery and/or content of any treatment plan, nor for any medical, professional or ethical decisions of any provider of health care services under the Plan.
- b. Should it become necessary for WEB-TPA to incur material additional outside costs in order to perform its duties hereunder (such as, without limitation, for records retrieval, on-site assessments, independent medical evaluations, etc.), the costs shall be invoiced to County as they are incurred. WEB-TPA shall obtain advance approval for any such expense in excess of \$300.00 for any single case.
- c. WEB-TPA may at its election from time to time outsource a service when such outsourcing is deemed to enhance the quality of the service provided following a vigorous evaluation of the outsourced provider services. WEB-TPA shall retain responsibility for all services outsourced.