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| Document | Section | Provision | Page Number | Comment |
| Attachment B, Sample Contract | Continuity of Services | 13, B(2) | 5 | Anthem made the following change to the provision:  Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the **~~plan, and~~** plan and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency. |
| Attachment B, Sample Contract | Continuity of Services | 13, C | 5 | Anthem proposes the following change to this provision:  The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall **~~disclose necessary personnel records and allow the successor to conduct on-site interviews with these~~** allow employees to interview with the successor. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor. |
| Attachment B, Sample Contract | Indemnification | 24 | 9 | Anthem proposes the following change to the provision:  The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney’s fees, and other expenses caused by **~~any act or omission~~**(1) any negligent act or willful misconduct, (2) any criminal act, (3) the Contractor’s failure to provide information required under this Contract that results in a penalty or sanction upon the State, or (4) the Contractor’s breach of fiduciary duties under ERISA of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor. |
| Attachment B, Sample Contract | Insurance | 28(2) | 10 | Anthem proposes a change to the provision as follows:  Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. **~~The State is to be named as an additional insured on a primary, non-contributory basis .~~** |
| Attachment B, Sample Contract | Key Person(s) | 29 | 11 | Anthem proposes the following language:  If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the Contractor will work with the State to identify a replacement of similar expertise for such individual(s) within thirty (30) days of the individual(s) leaving employment. |
| Attachment B, Sample Contract | State Boilerplate Affirmation Clause | 50 | 16 | Anthem can agree to this provision once we have a mutually agreed upon contract. |
| Attachment B1 Scope of Services Third Party Administrative Services for the  State employee medical plans – Statewide network | Claims Administration | (B) | 2 | Anthem proposes the following change to the provision:  Preparation **~~and mailing to Enrollees homes~~**of medical identification cards, which will include**~~ing~~** information about the State’s pharmacy benefit manager; |
| Attachment B1 Scope of Services Third Party Administrative Services for the  State employee medical plans – Statewide network | Claims Administration | (V) | 3 | Anthem proposes the addition of the following provision:  Utilization review of procedures of participating providers for quality, efficiency, and elimination of vendor over-utilization. |
| Attachment B1 Scope of Services Third Party Administrative Services for the  State employee medical plans – Statewide network | Claims Administration | Not applicable. | 3 | Anthem proposes to add the following provisions included in our existing agreement with the State:  (W) Contractor generally receives Member telephone numbers from the State through enrollment files or the online employer access portal. Telephone numbers are provided directly to the State by Members with the understanding that Contractor may contact them, and the State does not obtain telephone numbers through a service or a third party. Contractor may contact Members by telephone for clinical purposes, benefit related issues or to perform services under the Agreement. Telephone numbers may be updated periodically by Members, and Contractor will honor do not call requests. With regard to Contractor’s use of Member telephone numbers, the State agrees to retain Member enrollment records for a period of at least 4 years or as otherwise set forth in the Telephone Consumer Protection Act and, upon request, will provide such records to Contractor in a timely manner.  (X) The State acknowledges and directs Contractor to utilize offsetting and cross-plan offsetting to recover overpaid Claims from Network Providers. Offsetting and cross-plan offsetting will be conducted only in cooperation with non-Network Providers who have expressly agreed to such procedures and have agreed that Members will be held harmless. Offsetting is the practice of Contractor recovering overpayments made to a Network Provider by withholding overpaid amounts from subsequent payments to be made to the same Network Provider. Cross-plan offsetting is the practice of Contractor recovering overpayments made to a Network Provider for one Member by withholding the overpaid amount from subsequent payments to be made to the same Network Provider for another Member, who receives benefits under a different group health plan for which Contractor pays the Claims on behalf of a different employer. If Contractor’s efforts to recover overpaid Claims by offsetting is unsuccessful, Contractor’s inability to offset does not relieve Contractor of its duty to recover overpayment of Claims by other means. The foregoing notwithstanding, nothing in this paragraph shall be deemed to require Contractor to guarantee overpaid Claims that are unrecoverable due to no fault of Contractor. |
| Attachment B1 Scope of Services Third Party Administrative Services for the  State employee medical plans – Statewide network | Contract Administration | B(i) | 4 | Toll-free direct enrollees counseling by C~~c~~ontractor's claim staff to handle questions and problems on a routine basis; |
| Attachment B1 Scope of Services Third Party Administrative Services for the  State employee medical plans – Statewide network | Contract Administration | (L) | 4 | Anthem proposes to remove the following provision as it is no longer applicable under PPACA:  (L) Administer the HIPAA certificate of creditable coverage and service participants exercising rights relative to PHI. |
| Attachment B1 Scope of Services Third Party Administrative Services for the  State employee medical plans – Statewide network | Contract Administration | S(i), (ii), (iii) | 5 | Anthem proposes the removal of this provision as direct provider pricing is not part of our offer. |
| Attachment B1 Scope of Services Third Party Administrative Services for the  State employee medical plans – Statewide network | Financial Administration | C(iv) | 5 | Anthem added a semicolon at the end of the provision:  Provide to the State quarterly reports reflecting network discount savings to include, at a minimum: total submitted charges, total ineligible charges, total eligible charges, total network discounts, total coordination of benefits amounts, total member costs share, net paid claims**;** |
| Attachment B1 Scope of Services Third Party Administrative Services for the  State employee medical plans – Statewide network | Managed Mental Health Care Administrative Services | F | 6 | Anthem proposes the following change:  Intensive chemical dependency after care/follow up ~~(coordinate through the EAP)~~; |
| Attachment B1 Scope of Services Third Party Administrative Services for the  State employee medical plans – Statewide network | Federal Compliance | (A), (B), (C) | 7 | Anthem proposes an update to the contract language as follows:  Contractor agrees to comply with all applicable transparency rules and requirements. |
| Attachment B1 Scope of Services Third Party Administrative Services for the  State employee medical plans – Statewide network | Transparency | D | 7 | Anthem proposes the following edit:  Clearly designate all providers included in the State’s preferred provider tier within the provider search tool including any preferred providers **~~included as a result of the State contracting with providers on a Direct Provider Pricing Arrangement~~.** |
| Attachment B1 Scope of Services Third Party Administrative Services for the  State employee medical plans – Statewide network | Claim Payment | D(5) | 8 | Anthem proposes a change to the wording of the provision as follows:  If the Contractor makes any payment on behalf of the **~~employer~~** State, that according to the terms of this Plan should not have been made, including payment made in error, the Contractor may recover that incorrect payment whether or not it was made due to Contractor’s own error, from the person to whom it was made or from any other appropriate party. |
| Attachment B1 Scope of Services Third Party Administrative Services for the  State employee medical plans – Statewide network | Claim Payment | 6(2) | 8 | Anthem proposes the following language:  Payment Innovation Programs: If a Provider or Vendor participates in any Contractor payment innovation program, in which performance incentives, rewards or bonuses are paid based on the achievement of cost, quality, efficiency, or service standards or metrics adopted by Contractor (“Payment Innovation Programs”), Paid Claims shall also include the amount of such payments to Providers or Vendors for these Payment Innovation Programs. Such payments may be charged to the State on a per claim, lump sum, per Subscriber, or per Member basis and shall be based on Contractor’s predetermined methodology for such Payment Innovation Program. The total monies charged to fund a Payment Innovation Program shall be actuarially determined as the amount necessary to fund the expected payments attributable to the Payment Innovation Program. Prior to its implementation, Contractor shall provide the State with a description of the Payment Innovation Program, the methodology that will be utilized to charge the State, and any reconciliation process performed in connection with such program. Contractor will provide the State with a report clearly reflecting the Payment Innovation Program Payments charged to the State. |
| Attachment B1 Scope of Services Third Party Administrative Services for the  State employee medical plans – Statewide network | InterPlan Arrangements | (F)(1)(2)(A)(B) | 10 | Anthem proposes replacement of this provision with our InterPlan language. Please refer to the redlined Attachment B1 document for the proposed language. |
| Attachment B1 Scope of Services Third Party Administrative Services for the  State employee medical plans – Statewide network | Consideration and Premiums | (A)(1)(A) | 17 | Anthem proposes a change in wording to the provision as follows: The administrative fee, equivalent to $XXXX **~~PEPM~~** PSPM, will be offered to the Indiana State Police Department and Conversation/Excise Plans. [No other terms or portions of this Contract applies to the Indiana State Police Department and Conversation/Excise Plans.] |
| Attachment B1 Scope of Services Third Party Administrative Services for the  State employee medical plans – Statewide network | Consideration and Premiums | (B)(4) | 17 | Anthem proposes changes to the provision language as follows:  Post Active Retention Charge  Should this agreement terminate for any reason, the Contractor will process all claims incurred prior to the date of termination and any extended liability claims payable in accordance with the benefit provisions of the plan. Contractor will continue to bill the State weekly for self-insured claims incurred and paid under the State plan plus the Post Active Retention Charge. The Post Active Retention charge will be based upon the (a) the average number of State Subscribers for the month immediately preceding the termination (Base **~~Enrollees~~** Subcribers) and (b) seventy-five percent (75%) of the **~~Weekly~~** Monthly Administrative fee Component of the Administrative Charge in effect for the month preceding the date of termination. The Post Active Retention Charge will be the product of the Base Subscribers and seventy-five percent (75%) of the **~~Weekly~~** Monthly Administrative Fee Component. The Post Active Retention Charge will be included in the billings for a period of six (6) weeks after termination. The weekly claims reimbursement billings will continue for a period of twelve (12) months from the termination date. The Contractor will then prepare a final billing comprising its estimate of the future cost of unpaid claims incurred under the Contract. This final billing, if agreed to by the State, is payable by the State within thirty (30) days of receipt. |
| Attachment B2  Scope of Services - Employee Assistance Program (EAP) | Duties of the Contractor | B(5) | 1 | Anthem proposes a change to this provision as follows:  When a traumatic event occurs at the worksite or to a member, the State’s representative will call the EAP and describe the incident to one of our clinical experts. Before sending counselors on site, our team, including the EAP client consultant, will consult with your representatives to:   * Determine the most clinically appropriate response * Establish expectations * Determine the time, date and location of services * Review the service announcement content |
| Attachment B2  Scope of Services - Employee Assistance Program (EAP) | Duties of the Contractor | B(12) | 2 | Anthem proposes as change to this provision as follows:  Design and implement an annual promotional campaign which will include periodic mailings of EAP materials and internal promotion of EAP’s value and accessibility. Contractor is responsible for the cost of printing the promotional materials. **~~and any related distribution and mailing costs~~.**  Promotional materials will be sent to the State’s primary contact for distribution to members. |
| Attachment B2  Scope of Services - Employee Assistance Program (EAP) | Duties of the Contractor | B(13) | 2 | Anthem proposes the following change to the language of this provision:  Have representatives available to attend vendor fairs and health fairs as mutually agreed upon by the State and Anthem. |
| Sample Indiana School Adoption Agreement and Binder for Indiana State Employee Medical Plans – Exhibit A | Group Health Plan Business Associate Agreement | Not applicable. | 14 | Anthem added our company name and d.b.a. name |
| Sample Indiana School Adoption Agreement and Binder for Indiana State Employee Medical Plans – Exhibit A | Confidential Communications | D(2) | 21 | Anthem updated the citation reference. |
| Sample Indiana School Adoption Agreement and Binder for Indiana State Employee Medical Plans – Exhibit A | Substance Use Disorder Information | Part 5 | 24 | Anthem added the following comment:  Anthem added a new part to address compliance with 42 C.F.R. Part 2 (“Part 2”) and added the following comment for explanation.  Anthem’s Business Associate Agreements have recently been updated to include Part 2 language which is intended to ensure compliance with the federal Substance Abuse and Mental Health Services Administration’s updated regulations concerning how substance use disorder information is shared. These regulations impose more heightened confidentiality provisions that what HIPAA requires. |
| Exhibit B  Group Health Plan Business Associate Agreement | Not applicable. | Not applicable. | 1 | Anthem added our business name and d.b.a. name. |
| Exhibit B  Group Health Plan Business Associate Agreement | Reporting Non-Permitted Use or Disclosure | F(2) | 3 | Anthem added “malware” to the definition of Unsuccessful Security Incident. |
| Exhibit B  Group Health Plan Business Associate Agreement | Substance Use Disorder Information | Part 5 | 11 | Anthem added the following comment:  Anthem added a new part to address compliance with 42 C.F.R. Part 2 (“Part 2”) and added the following comment for explanation.  Anthem’s Business Associate Agreements have recently been updated to include Part 2 language which is intended to ensure compliance with the federal Substance Abuse and Mental Health Services Administration’s updated regulations concerning how substance use disorder information is shared. These regulations impose more heightened confidentiality provisions that what HIPAA requires. |