ATTACHMENT C

OMES EGID SPECIFIC TERMS

This OMES EGID Specific Terms is a Contract Document in connection with a Contract awarded by OMES on behalf of EGID.

### All Exhibits referenced in this Contract Document are incorporated herein.

In addition to other terms contained in an applicable Contract Document, Supplier and OMES agree to the following:

## Objectives

* 1. EGID offers cost effective managed care service alternatives to the OEIBA Program’s covered population statewide and provide improvements and initiatives in dental care benefits that are available in Oklahoma while maintaining a cost efficient program and a rising level of quality dental care services.

## Identification of EGID

* 1. EGID was established by, and operates pursuant to, the OEIBA.
	2. OMES has declared itself a HIPAA hybrid entity in accordance with 45 C.F.R. §§164.103 and 164.105, and EGID is a “covered component” subject to HIPAA.
	3. Pursuant to legislative authority, EGID adopts Rules that set forth the eligibility, type of participation and benefit guidelines for all participating employers. A copy of the official agency Rules is on file with the Office of the Secretary of State beginning at 260:45-1-1, or the Rules may be found on EGID’s website at <http://www.omes.ok.gov>, under “Services” tab, select “Employees Group Insurance Division”. Click on “About EGID” and then click on “Administrative Rules”.

## Identification of the Program

* 1. EGID is responsible for administering the OEIBA and the benefit contracting elements of the Oklahoma State Employees Benefits Act. 74 O.S. § 1361 et seq. As such, EGID must provide for benefit choices for the eligible participating population.

## Identification of OEIBA Program Participants

### Dental benefits are available to current and former state and education employees, employees of other state governmental entities and quasi-state governmental entities authorized by the OEIBA to participate in the OEIBA Program. For most employees, insurance coverage is optional.

1. Specifications Applying to All Proposals (PPO, Prepaid/Managed)
	1. Eligibility Transmission
		1. EGID will maintain individual eligibility records. EGID will communicate all eligibility data and remit all premium dollars to Supplier. At a minimum, eligibility transmissions shall be on a weekly basis. Suppliers shall accept eligibility from EGID only and not from employers or other sources.
		2. The Supplier shall use EGID's eligibility file layout in Exhibit 3 Carrier Eligibility Export. The following is a list of various eligibility transactions included in a typical incremental file. The listing is provided for informational purposes and should not be considered an all-inclusive list of eligibility transactions. Any of the following could have future or retroactive dates.
			1. New member/dependent enrollment
			2. Member/dependent termination
			3. Member/dependent adding and/or dropping various benefits
			4. Member moves between participating employer groups
			5. Dependent moves from participating primary member to another primary member
			6. A lapse is added to a member/dependent coverage
			7. Member address changes
		3. Confirmation must be provided to EGID at sib.edi@sib.ok.gov after eligibility information has been received, stating that the eligibility file has been received.
			1. Notice must also be provided to EGID at sib.edi@sib.ok.gov if eligibility has not been processed within three (3) business days of receipt, stating what has not been processed and the reason it was not processed.
		4. The Supplier shall maintain its eligibility records from the data provided in a timely and accurate manner.
		5. Eligibility information sent by EGID as “urgent” must be processed and confirmed within two (2) business hours. Supplier must fully process “non-urgent” requests within two (2) business days. EGID’s business hours are 7:30 a.m. CT – 4:30 p.m. CT, Monday – Friday.
			1. Response time: Urgent Workflow issues should be resolved within two (2) business hours of receipt. If the issue cannot be resolved within two (2) business hours, the workflow should be noted within two business hours of receipt as to the action that is being taken to resolve the issue.
			2. Response time: Non-urgent Workflow issues should be resolved within two (2) business days of receipt.
			3. Urgent issues will be identified with a “high” priority and non-urgent issues will be identified as “medium” priority. Both urgent and non-urgent issues shall be tracked and routed back and forth between EGID and the Supplier through Workflow Application.
		6. Upon request of Supplier, EGID shall provide information on a quarterly basis for eligibility reconciliation by the Supplier.
	2. Premium Accounting
		1. EGID will communicate all eligibility data and remit all premium dollars to the Supplier. EGID remits premiums to Suppliers based on enrolled members.
		2. EGID forwards premiums to the Supplier on the 20th of the month following the premium month (or the first business day thereafter) following the month of coverage (aka premium month). Example: Premiums due for the month of January are paid on February 20th. Payment and retroactivity detail files are sent by SFTP to the Supplier on the 21st.
		3. Retroactive adjustments may occur to eligibility of individual participants because of eligibility provisions within the Act. In these circumstances, premiums must be refunded to a member or participating entity and EGID will recover those premiums from a future Supplier remittance.
		4. The Supplier shall provide EGID premium reporting as required in Exhibit 13 Premium Discrepancy Reports. A verification procedure will be used for compliance.
		5. Monthly discrepancy reports received by EGID shall not go back further than the month being reconciled. Discrepancies older than those indicated above will not be reconciled and EGID will not assume financial responsibility for a Supplier’s failure to comply with reconciliation efforts. Note: no member coverage will be affected by a Supplier’s failure to comply with above. See Exhibit 13 Premium Discrepancy Reports.
	3. Reporting
		1. The Supplier shall deliver all fully completed reports listed in Exhibit 12 Minimum Required Reporting List in the exact format, frequency, timeframe and to the intended recipient noted in the list or as otherwise instructed by EGID. A verification procedure will be used for compliance.
		2. The Supplier shall deliver Exhibit 18B Individual Employer Experience Reports upon request for individual employer data requests, on an incurred basis. Refer to Exhibit 18A Individual Employer Experience Reports Instructions for specific instructions to complete this Exhibit. Data shall be provided to the employer in aggregate so the individual dental plan will not be identified. The Exhibit represents the maximum amount of information that may be disclosed.
		3. Failure to abide by reporting guidelines may result in one or more of the following consequences:
			1. The Supplier being barred from accepting new enrollees for the balance of this Contract;
			2. The Supplier being barred from accepting new enrollees for the Contract immediately succeeding this contract; and/or
			3. The Supplier being deemed ineligible from bidding for subsequent RFPs or renewals for the OEIBA Program.
		4. In addition to the benefits provided under the Contract, Supplier shall provide any benefits and reporting otherwise required by state or federal law.
	4. Significant Events
		1. The Supplier shall immediately notify EGID of any current or prospective “significant event” on an ongoing basis. All notifications shall be submitted in writing to EGID Director of Benefits Contracting. As used in this provision, a “significant event” is any current or future occurrence or anticipated occurrence that might be expected to have a material effect upon the Supplier’s ability to meet its contractual obligations. Significant events may include but not be limited to the following:
			1. Disposal of major assets;
			2. Any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;
			3. Termination or addition of Supplier contracts;
			4. The Supplier’s insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;
			5. Impairment of the security offered as a performance guarantee;
			6. Strikes, slow-downs or substantial impairment of the Supplier’s facilities or of other facilities used by the Supplier in the performance of this Contract;
			7. Reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;
			8. Known or anticipated merger or acquisition;
			9. Known, planned or anticipated stock sales;
			10. Any litigation filed by a member against the Supplier;
			11. Any sale or merger;
			12. Significant changes in market share or product focus; or
			13. HIPAA violation.
	5. Workflow and Web Interfacing
		1. The Supplier shall respond to EGID’s inquiries using Workflow, EGID’s web-based application that tracks and reports member issues. This application is called “WorkFlow” and was developed by ViTech, creator of EGID’s premium accounting and eligibility system. No software purchase is required by the Supplier for this process and only requires using a Microsoft Internet Explorer compatible browser and a connection to the Internet.
		2. During the contract period, the Supplier will also utilize EGID’s Web Eligibility Application to resolve eligibility issues and payment discrepancies. Supplier shall log in to both applications at least once every 60 days, as inactivity will result in termination of access. Unresolved eligibility issues should be sent via email to the Member Research and Resolution unit at [MemberAccountsResearch&Resolution@omes.ok.gov](file:///C%3A%5CUsers%5C333111%5CAppData%5CLocal%5CMicrosoft%5CWindows%5CINetCache%5CContent.Outlook%5C5DG0DH2L%5CMemberAccountsResearch%26Resolution%40omes.ok.gov).
			1. Failure to log into Workflow and the Web Eligibility Application every 60 days will lead to termination of access due to inactivity and will require new security forms to be completed and approved for reinstatement.
			2. The Supplier shall respond by the required due dates to EGID’s quarterly Vitech Security Verifications by reviewing and confirming current Supplier staff users of Workflow and eligibility systems. The Supplier shall notify EGID of employees no longer utilizing the applications, to terminate their access. New users shall complete applications for access as determined by EGID.
	6. Fraud and Abuse Investigations
		1. The Supplier shall aggressively monitor for fraud and abuse, and provide EGID with a quarterly report of fraud and fraud-prevention activities and discoveries relating to the OEIBA Program. (See Exhibit 16 HIPPA FWA and Grievance Reports). The Supplier shall investigate any fraudulent or suspicious activity relating to the OEIBA Program whenever detected or brought to the Supplier’s attention by EGID or others.

### Participant Eligibility

#### An individual’s eligibility to participate is subject to all federal and state laws governing the OEIBA Program. EGID has the responsibility and authority to decide all questions of eligibility within the Program. Highlights of eligibility include:

###### There is an annual option period which historically begins in mid-September and runs through early December. Elections made during this option period are effective January 1st of the following year.

###### Current employees may enroll in coverage the first day of the month following the month of employment or the date he/she becomes eligible. If the employee elects dependent coverage, the employee must cover all eligible dependents, unless the dependent is covered by other insurance. The employee also has thirty (30) days after acquiring a new dependent in which to add that dependent. Members or dependents not enrolled when initially eligible or within thirty (30) days of a midyear qualifying event, cannot elect coverage until the next Option Period.

###### Coverage for newborn dependents will be effective the first of the birth month only if the member enrolls the newborn within thirty (30) days of the birth event. Premiums for the newborn are due for each month the child is covered through the employer.

###### Continuation of coverage must be extended to all qualified members in such a manner as to fully comply with State law and the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and all amendments thereto that have been or may be enacted. EGID will handle the administration of eligibility, premium billing, collection and termination procedures for all COBRA participants, while the Supplier shall provide the dental coverage services for those enrolled in the Supplier’s OEIBA plans. Qualified COBRA beneficiaries will have the option of changing enrollment elections during any Option Period, which occurs during the term of their coverage continuation.

#### Prevention of enrollment of employees during the aforementioned Option Period or during the plan year as mentioned previously is prohibited. Furthermore, unilateral disenrollment of a member by the Supplier is prohibited unless agreed to in writing by EGID.

#### Continuous dental insurance coverage through EGID or qualified Suppliers must begin or continue within thirty (30) days of termination from active employment.

### Marketing and Communications Guidelines

#### **Failure of Supplier to abide by marketing and communication guidelines may result in one (1) or more of the following consequences:**

###### The Supplier being barred from accepting new enrollees for the balance of this contract;

###### The Supplier being barred from accepting new enrollees for the contract immediately succeeding this contract; and/or;

###### The Supplier being deemed ineligible from bidding in subsequent RFPs for the OEIBA Program.

#### **Approval.** Each Supplier must receive approval for its marketing and communications plan with EGID **prior to distribution** to employees. EGID reserves the right to have the Suppliers amend or modify such information to meet its requirements. All requests for any marketing and communication by the Suppliers must be submitted to EGID at least ten (10) business days in advance of the scheduled advertising date using the Advertising Approval Form in Exhibit 19 Advertising Approval Request. Mass media advertising (newspapers, outdoor advertising, transit advertising, radio and broadcast television) is permitted only if the Supplier has filed the appropriate request using the Advertising Approval Form referenced above, and has received written approval for publication of the material by EGID.

#### **Notification of Name Change.** In the event that a change in name of the Supplier or Supplier’s plan design occurs, the change must be communicated to EGID by the designated print deadlines to be included in the Option Period print materials for the specified plan year.

#### **Option Period Activities.** Each Supplier must participate in preparation or review of materials in the format specified for the Option Period. All Option Period marketing shall be conducted in accordance with policies and procedures approved and established by EGID in connection with the Annual Option Period. This is the only marketing that will be allowed for participating members administered by EGID. This does not prohibit plans from sending materials to their own members.

#### **Network Changes.** Changes in the network and updates of providers must be communicated to affected members and to EGID at the Supplier’s expense. All updates to a Supplier’s provider network must be submitted to EGID for reference and informational purposes per required reports. Those same changes/updates must also be made current and available on the Supplier’s website to which EGID will provide links for member access.

#### **Training for Coordinators.** If requested by EGID, the Supplier will provide a representative to assist employer insurance and benefit coordinators in understanding the benefit plan structure, particularly during designated training sessions, or as requested by EGID for special employee benefit education sessions or Annual Option Period Meetings. All of those meetings shall be specified and authorized by EGID as otherwise specified in this RFP.

#### **Encouraged Marketing and Communications Activities.** The following is encouraged:

###### Attendance at benefit fairs and employer-sponsored meetings throughout the year is strongly encouraged.

###### Post-election enrollment follow-ups are allowed.

#### **Prohibited Marketing and Communications Activities**. The following is not permitted:

###### Use of marketing inducements (such as paid lunches, pizza parties, and other non-employer sponsored events) directed to individual prospective members or to employer personnel, which includes Benefit/Insurance Coordinators. Plan benefit information for members and giveaway items of nominal value (such as toothbrushes, etc.) may be made available for distribution at EGID-sponsored events with/without the company representative present.

###### Solicitations or attempts by the Supplier, or any affiliate or subsidiary, to induce an employer participating in the OEIBA Program to enter into an agreement for any type of dental insurance coverage other than that provided under this contract. The Supplier must not use any information obtained as a result of this contract, including information about participating employers, employees, dependents, and claim experience, for any purpose other than processing claims and providing such other services as are required under this contract. In the event the Supplier, or any affiliate or subsidiary, receives a request from a participating employer for a proposal and/or a request for claim information for coverage of the type being provided under this contract, the Supplier must advise the EGID Director of Benefits Contracting of the request. Claim information will only be released with EGID approval. Suppliers should not attend, create, or hold any meetings with employer groups unless invited by EGID or approval has been received from the EGID Director of Benefits Contracting.

###### Advertising directed specifically to the individual prospective member using direct mail, direct selling, and direct-action advertising by phone (such as telemarketing), mail or personal visit.

###### Mass quantity promotions, not in an advertising medium, that are issued from the carrier by mail or personal distribution to prospects by way of folders, leaflets, throwaways, letters and delivered by mail, salespeople, or dealers. This does not include materials handed out at dental fairs and employer-sponsored employee meetings and events.

###### Presentations by Suppliers during employee meetings for active state, education, county and local government employees unless pre-approved by EGID and as permitted by law.

###### Oklahoma State Ethics Commission Administrative Rules, 74 O.S. Chapter 62, App. 1, Rule 4.10 states the following: Except as permitted by these Rules, no state officer or employee shall accept any gift for himself or herself or for his or her family member from any person or entity or agent of any person or entity that is regulated or licensed by the state officer or employee's agency; provided, however, this prohibition shall not apply to gifts that are made by the employer of the state officer or employee or his or her family member under circumstances that make it clear that the gift is not motivated by the state officer or employee's status as a state officer or employee.

### Internal Grievance Procedures

#### The Supplier must establish and operate an internal member grievance procedure pursuant to the requirements of the Oklahoma Insurance Department as appropriate.

## Supplier Information

### The Supplier must have sufficient operating staff to comply with all requirements and standards described in this RFP. At a minimum, the Supplier must be able to identify qualified staff in the following areas:

###### Executive management with clear oversight authority for all other functions;

###### Accounting and budgeting function;

###### Member services function;

###### Provider services function;

###### Dental management function, including quality assurance;

###### Internal complaint resolution function;

###### Claims processing function;

###### Management information system; and

###### The Supplier may combine functions (e.g., Member services and internal complaint resolution) as long as it is able to demonstrate that all necessary tasks are being performed. The Supplier may also use management contractors or administrative service firms to perform any or all of the above functions.

### Systems and Eligibility

#### The Supplier shall provide no less than thirty (30) days’ notice to EGID prior to performing changes, fixes, modifications and enhancements that may affect the exchange of eligibility or any other shared business process. The Supplier shall include a test plan and provide resources to EGID to verify changes are valid and will not disrupt business processes. Changes will not be implemented until all parties mutually agree the changes are ready to be put into production.

## Supplier’s Dental Network

### The network must include at least 150 licensed Oklahoma practitioners of Dentistry to service the covered population. The Dental Plan must include:

#### General;

#### Pediatrics;

#### Endodontists;

#### Periodontists;

#### Orthodontists; and

#### Oral Surgeons.

### The Supplier is the sole contracting agent with respect to any service agreement with EGID and the Supplier is fully accountable for any and all contracted services.

### Covered services may also be rendered by non-contracting providers through reimbursements to members who receive and pay for these services.

### Eligible dependents residing at an address different from the primary member’s address may select a primary care dentist (PCD) using the dependent’s address.

## Exclusions and Limitations. The following specific exclusions or limitations are incorporated into the basic plan:

### Services that are cosmetic;

### Replacement of a prosthetic appliance or bridgework after five years from installation if it cannot be repaired;

### Services considered unnecessary by generally accepted dental practice standards;

### Replacement of a lost or stolen prosthetic appliance,

### Prescription drugs.

### Separate OSHA fees are not eligible and may not be charged directly to the patient.

### Accidental injury to sound natural teeth.

### Temporomandibular joint dysfunction (TMD) is considered a medical condition, and covered under the medical plan, therefore it is excluded from coverage under the basic and all other dental options (unless orthodontic treatment for TMD).

## PPO Benefit Plan Design

### All PPO dental plans shall meet or exceed the following requirements:

#### They shall have a statewide provider network;

#### They shall provide benefits which shall reimburse the expense for the following types of dental procedures:

###### Diagnostic;

###### Preventative;

###### Restorative;

###### Endodontic;

###### Periodontics;

###### Prosthodontics;

###### Oral Surgery;

###### Dental Implants;

###### Dental prosthetics; and

###### Orthodontics; and

#### They shall provide an annual benefit of not less than One Thousand Five Hundred Dollars ($1,500.00) for all services other than orthodontic services, and a lifetime benefit of not less than One Thousand Five Hundred Dollars ($1,500.00) for orthodontic services

### The Supplier may provide a plan of benefits for those participants that live outside the State of Oklahoma. See Exhibit 3 Carrier Eligibility Export. The premium and benefits for coverage to participants outside the State of Oklahoma must be the same as quoted for participants within the State of Oklahoma.

## Prepaid or Managed Benefit Plan Design

### Supplier’s proposed benefit for prepaid or managed dental plan (Exhibit 7 Prepaid Managed Dental Plan Design) must meet or exceed the following requirements:

#### Have a statewide provider network, and

#### Provide benefits which shall reimburse the expense for the following types of dental procedures

###### Diagnostic;

###### Preventive;

###### Restorative;

###### Endodontic;

###### Periodontics;

###### Prosthodontics;

###### Oral Surgery;

###### Dental Implants;

###### Dental Prosthetics; and

###### Orthodontia (for insured under age 19, and insured over age 19 with TMD); and

#### Supplier’s prepaid or managed dental plan shall have not less than a $2,500 per covered individual annual maximum on the annual benefit for all services other than orthodontic services, and lifetime benefit of not less than $1,800 for orthodontic services.

### The Supplier may provide a plan of benefits for those participants that live outside the State of Oklahoma. The premium for coverage to participants outside the State of Oklahoma must be the same as quoted for participants within the State of Oklahoma.

## Member Services

### The Supplier will provide telephone assistance through a toll-free telephone number by customer service representatives regarding plan benefits and network service inquiries/problem resolution during normal business hours.

### Pre-enrollment information

#### Supplier shall provide one of the following for Plan Year 2021 and any future renewals: pre-enrollment phone number and/or email address along with specific identifying information for individuals not currently enrolled.

### The Supplier’s customer service representatives must be trained and familiar with all aspects of the program.

### The Supplier’s customer service telephone response performance must meet the below standards for each month of each Plan Year. If the Supplier does not meet the standards, Supplier must provide a plan of action to improve for the next quarter.

#### The Supplier shall

#### Answer at least eighty percent (80%) of all calls in thirty (30) seconds or less;

#### The average hold time shall be no more than thirty (30) seconds; and

#### The average call abandonment rate shall not exceed five percent (5%).

### The Member Services telephone number(s) must be accessible from the Supplier’s website. If there is a network specific requirement, there must be an online directory. However, if a potential or current member is unable to access the online directory, Supplier must be able to provide printed material within two (2) business days via mail at no cost to employees or retirees.

## Member I.D. Cards

### If the Supplier uses I.D. cards:

#### Employee identification cards will be mailed at the Supplier’s expense directly to each member's home so that the card(s) is received no later than December 31st of the year preceding the Plan Year, or no more than two (2) weeks following delivery of new member enrollment data from EGID. The Supplier is required to provide a written status report regarding the distribution of ID cards to EGID Director of Benefits Contracting no later than December 13th of the year preceding the Plan Year.

#### The cards **cannot** contain employee’s Social Security number (SSN), unless encrypted in an alpha and/or numerical method so that it is not distinguishable. The member’s account number used for making appointments or benefit inquiries should not be the same as their SSN in the Supplier’s system.

#### I.D. card must be mailed within two (2) business days of receipt of eligibility information.

## Network Provider Directory

### Suppliers shall provide an online directory of network providers, which shall be updated at least weekly and made available to plan participants 24 hours a day, 7 days a week. Suppliers shall also mail provider directories to plan participants upon request within two (2) business days. Those dentists accepting new patients must be clearly identified. The development, printing, and delivery expenses will be the sole responsibility of the Supplier.

## Claims Administration

### **Turnaround time.** Turnaround time is measured from the date a paper claim, or an electronic claim submission is received by the administrator, or by a subcontracted Supplier responsible for the initial receipt of claims, to the date the claims are resolved.

### **Financial accuracy rate.** Financial Accuracy is the absolute dollar value of all claim payment errors in an audit sample, subtracted from the total benefits paid in the same audit sample. The result is then divided by the total dental benefits paid in the audit sample.

### **Overall accuracy.** Overall Accuracy is the total number of claims within an audit sample processed without any type of error, divided by the total number of claims within the audit sample.

## Financial Stability

### EGID may reject a Supplier’s proposal based upon the financial condition of the Supplier’s company or organization as evidenced by any fact or statement of financial condition including, but not limited to, financial statements that raise doubt about the Supplier’s ability to continue as a “going concern”, or some similar concern or qualification. The Supplier shall demonstrate its ability to be financially viable during the contract period.

### The Supplier shall remain in compliance with all requirements of the Oklahoma Insurance Department, including those that pertain to financial solvency. In the event of a failure to remain in compliance, the Supplier shall inform EGID as soon as such failure is known.

## Implementation

### **Transition Meetings.** Supplier shall meet with EGID to ensure smooth transition for the upcoming plan year.

### **Administrative Procedures Reference Manual**. The Supplier shall furnish EGID with accurate up-to-date information as requested for an administrative reference manual to enable staff to refer to the same when member questions arise about the Supplier’s operations, coverage, and grievance procedure or provider networks. Specific information for the administrative reference manual will include updates of provider networks and other material as requested by EGID and shall be delivered to EGID within fifteen (15) business days of its request, prior to January 1 of the plan year. Suppliers will receive specific instructions regarding this manual from EGID. One (1) copy of the administrative reference manual will be provided to EGID.

16.3 **Member Handbook.** Each Supplier must develop a comprehensive member handbook, which shall be available no later than January 1 of the Plan Year. Copies of the Supplier’s current drug formulary must be made available for the annual Option Period. The member handbook must be specific to the OEIBA Program and benefits covered in this RFP.