**ATTACHMENT C**

**AGENCY TERMS**

**SOLICITATION NO. 0900000483**

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:

1. **Objectives**
	1. The OMES/CP, on behalf of EGID, intends to solicit competitive proposals on a non-exclusive basis with one or more qualified Suppliers to offer Vision benefits to eligible OEIBA Program participants. All proposals must be submitted in accordance with the policies, procedures, requirements, and dates set forth below.
	2. EGID intends to offer cost effective managed care service alternatives to the OEIBA Program’s covered population statewide and provide improvements and initiatives in vision care benefits that are available in Oklahoma while maintaining a cost-efficient program and a rising level of quality vision care services.
2. **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.ok.gov/sib/, under “About EGID” then click on “Administrative Rules”.
3. **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 vision benefit choices for the eligible participating population.
4. **Identification of OEIBA Program Participants**
	1. Vision 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 employers, insurance coverage is optional.
5. **Specifications Applying to All Proposals**
	1. **Eligibility Transmission**
		1. EGID will maintain individual eligibility records. EGID will communicate all eligibility data and remit all premium dollars to Suppliers. 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 2 – 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/disenrollment.
			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 of receipt must be provided to EGID at sib.edi@sib.ok.gov after eligibility information has been received.
			1. Notice must also be provided to EGID 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 will be required to 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 8:00 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 Suppliers. EGID remits premiums to Suppliers based on enrolled members.
		2. EGID remits premium payments to the Supplier on the 20th day, or the first business day thereafter, of each month. The payment will be for premiums of eligible members and any retroactive adjustments from the preceding month. Example: Premiums for January eligibility 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 11 – Premium Discrepancy Report. A verification procedure will be used for compliance.
		5. Monthly discrepancy reports received by EGID should 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. Refer to Exhibit 11 – Premium Discrepancy Report.
	3. **Reporting**
		1. The Supplier shall deliver all reports listed in Exhibit 9 – Minimum Required Reporting 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. 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.
			3. The Supplier being deemed ineligible from bidding for subsequent RFPs or renewals for the OEIBA Program.
		3. In addition to the benefits provided under the Contract, Supplier shall provide any benefits and reporting otherwise required by state or federal law.
	4. **Section 125**
		1. An Internal Revenue Code, Section 125 Cafeteria plan with a Flexible Spending Account (FSA) for medical reimbursement is offered to Oklahoma State education and local government active employees. Within the FSA, a debit card program allows a participating member to use a pre-loaded debit card that works like any other debit MasterCard or debit Visa Card, except that it is charged only against the cardholder’s personal FSA balance, not against a general bank balance. Exhibit 3 – Section 125 Debit Card File Layout is the file format required by the current debit card company. OMES requests that the Bidder interface with the debit card company and provide paid claims utilization on a weekly basis.
		2. Currently, there are approximately 900 participating employers, each with unique Section 125 plans.
	5. **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 reasonably be expected to have a material effect upon the Supplier’s ability to meet its contractual obligations to EGID. 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.
			13. HIPAA violation.
			14. 6055 IRS reporting deficiencies.
	6. **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. “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 Microsoft Internet Explorer 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. Suppliers agree to log in to both applications every sixty (60) days. Inactivity will result in termination of access. Send all eligibility issues by email to the Member Research and Resolution unit at MemberAccountsResearch&Resolution@omes.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.
	7. **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. (Refer to Exhibit 10 – Operational 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.
	8. **Participant Eligibility**
		1. An individual’s eligibility to participate is subject to all federal and state laws and regulations governing the OEIBA Program and Vision. EGID has the responsibility and authority to decide all questions of eligibility as it relates to the OEIBA Program. 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.
			1. 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.
			2. 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.
			3. 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.
			4. 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 Vision 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.
		2. 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 Suppliers is prohibited unless agreed to in writing by EGID.
		3. Continuous vision insurance coverage through EGID or qualified Suppliers must begin or continue within thirty (30) days of termination from active employment or be elected during the next Option Period.
	9. **Marketing and Communications Guidelines**
		1. **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 Exhibit 12 – Advertising Approval Request Form. Mass media advertising (social media, 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.
		2. **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.
		3. **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 the EGID. This does not prohibit plans sending materials to their own members.
		4. **Network Changes.** Changes in the network and updates of providers must be communicated to affected members and to EGID at the Supplier’s expense. 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.
		5. **Training for Coordinators.** If requested by EGID, the Supplier will provide a representative to assist 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 specified in this RFP.
		6. **Encouraged Marketing and Communications Activities.** The following is encouraged:
			1. Attendance at benefit fairs and employer-sponsored meetings, conducted in person or virtually, throughout the year is strongly encouraged. When attending any in-person events, COVID-19 protocols and social distancing will be required.
			2. Post-election enrollment follow-ups are allowed.
		7. **Prohibited Marketing and Communications Activities.** The following is not permitted:
			1. 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 glass cleaning cloths, etc.) may be made available for distribution at EGID-sponsored events with/without the company representative present.
			2. 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 Vision 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 from a participating employer a request 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 Benefit 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.
			3. 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.
			4. Mass quantity promotions, not in an advertising medium, that are issued from the Supplier 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 health fairs and employer-sponsored employee meetings and events.
			5. Suppliers will not be allowed to make presentations during employee meetings for active employees unless pre-approved by EGID and as permitted by law; however, Suppliers may participate in education, county, and local government employee scheduled and organized meetings as directed by EGID.
			6. 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.
		8. **Internal Grievance Procedures**
			1. The Supplier must establish and operate appeals procedures pursuant to the requirements of the Oklahoma Insurance Department as appropriate.
		9. **Enforcement.** Failure of Supplier to abide by marketing and communication guidelines may result in one (1) 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
			3. The Supplier being deemed ineligible from bidding in subsequent RFPs for the OEIBA Program.
6. **Supplier Information**
	1. The Supplier and its subcontractors 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:
		1. Executive management with clear oversight authority for all other functions.
		2. Accounting and budgeting function.
		3. Member services function.
		4. Provider services function.
		5. Vision management function, including quality assurance.
		6. Internal complaint resolution function.
		7. Claims processing function.
		8. Management information system.
		9. The Supplier may combine functions (e.g., member services and internal complaint resolution) if 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 the above functions.
	2. The Supplier must be a registered Supplier with OMES/CP and must meet all legal requirements for doing business in the State of Oklahoma and all EGID requirements for a State defined Supplier as specified in the laws of Oklahoma and the rules of the Oklahoma Insurance Department.
	3. Systems and Eligibility
		1. 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.
7. **Supplier’s Vision Network**
	1. Where the Supplier contracts with vision care practitioners to render services, such contracting arrangements must promote quality and cost-effective care.
	2. Covered services may also be rendered by non-contracting providers through reimbursements to members who receive and pay for these services.
8. **Prohibited Limitations and Exclusions**
	* 1. The Supplier agrees to waive all pre-existing condition limitations and evidence of insurability requirements for all beneficiaries covered under the OEIBA Program.
9. **Benefit Plan Design**

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. Refer to Exhibit 2 Carrier Eligibility Export.

1. **Member Services**
	1. Telephone assistance by customer service representatives regarding plan benefits and network service problem resolution will be provided by the Supplier through a toll-free telephone number during normal business hours.
	2. The Supplier’s customer service representatives must be trained and familiar with all aspects of the program covered by this RFP. The Supplier must have written policies and procedures, specific to the enrollments covered under this RFP, in place for the use of its member services staff prior to the opening of each Option Period.
	3. The following are preferred Member Services Telephone Assistance Report standards. If Supplier does not meet the standards, Supplier must describe upon request why their performance is below these standards and how they could improve their performance going forward.
		1. Eighty percent (80%) of all calls answered in thirty (30) seconds or less.
		2. Average hold time no more than sixty (60) seconds.
		3. Average call abandonment rate not exceeding five percent (5%).
	4. The following are definitions of statistical measures reported in Exhibit 10 – Operational Reports.
		1. Average telephone answer time is the time it takes for a member to speak to an actual customer service representative.
		2. Average telephone hold time is the average amount of time that a member is put on hold by a customer service representative.
		3. First Call Resolution rate is the percentage of telephone inquiries completely resolved within a “window period” of time. A call is considered “resolved” when the same participant or a family member under the same subscriber ID has not contacted the administrator's customer service facility again regarding the same issue within sixty (60) calendar days of the initial call.
	5. Member service telephone numbers 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.
2. **Member I.D. Cards**
	1. If the Supplier uses I.D. cards:
		1. Member identification cards will be mailed at the Supplier’s expense directly to each member's home so that the same 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.
		2. I.D. cards are to reflect accurate information and shall NOT contain the member’s Social Security number (SSN) unless encrypted in an alpha and/or numerical method so that it is not distinguishable.
		3. The Supplier is required upon request to provide a written status report regarding the distribution of ID cards to EGID Director of Benefits Contracting no later December 13, or the next business day thereafter, of the year preceding the plan year.
		4. I.D. card must be mailed within two (2) business days of receipt of eligibility information.
3. **Claims Administration**
	1. **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.
	2. **Financial Accuracy.** 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 medical benefits paid in the audit sample.
	3. **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.
4. **Financial Stability**
	1. 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.
	2. 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, Supplier shall inform EGID as soon as such failure is known.
	3. The Supplier must have adequate reinsurance or adequate risk-based capital to protect against catastrophic financial loss due to unusually high medical claims in accordance with the requirements of the Oklahoma State Insurance Department or another agency of the State of Oklahoma with regulatory authority over the Supplier.
5. **Implementation**
	1. **Transition Meetings.** If awarded, Suppliers are required to meet with EGID following option period to ensure smooth transition for the upcoming plan year.
	2. **Administrative Procedures Reference Manual.** Upon request, 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 Suppliers 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.
	3. **Readiness Review**. OMES/CP and EGID may conduct scheduled meetings with the Supplier for purposes of testing the readiness of the Supplier.
		1. Submission of a proposal in response to this RFP commits the bidding Supplier to cooperate and participate in these reviews, as required by EGID.
		2. These reviews would take no more than one (1) business day each. EGID staff members, as well as consultants for the State as needed, will interview appropriate personnel in all major organizational areas, and will perform document and process reviews where appropriate.
		3. Details of the schedules, agendas, and content of the readiness reviews will be distributed to the contracting Suppliers in a timely manner.
		4. Prior to the Readiness Review meetings, OMES/CP and EGID may submit a written list of questions to the Supplier. These questions should be completed by the Supplier and returned to EGID no later than the time scheduled for the Supplier’s meeting.
6. **Personnel Changes**
	1. In the event Supplier’s designated personnel changes, Supplier shall notify OMES/CP immediately in writing.
7. **Liability Disclaimer**
	1. Statistical information is believed to be accurate for the date specified but is not intended as, and must not be considered, an express or implied warranty by EGID. Neither the State nor EGID shall be liable for any damages resulting from inaccuracies contained in statistical information.