**ATTACHMENT C**

**AGENCY TERMS**

**SOLICITATION NO. 0900000490**

1. **Identification of EGID**
   1. The Oklahoma Employees Insurance and Benefits Board (OEIBB) was established and operates pursuant to the Oklahoma Employees Insurance and Benefits Act, 74 0.S. § 1361, et seq., (hereinafter “Act”). The Act was established for the benefit of state employees, education employees and other eligible employees as defined by the Act to participate in the insurance plans offered by the State of Oklahoma. Pursuant to the Act, the OEIBB through the Office of Management and Enterprise Services Human Capital Management Employees Group Insurance Department (EGID), offers health, dental and life insurance plans legally known under the trade name - "HealthChoice". One of the HealthChoice plans is a high deductible health plan (HDHP). EGID promulgates Rules and determines all policy matters concerning the group insurance plans, including Member benefits, premium rates and the investment of premiums. Pursuant to legislative authority, EGID Rules set forth the eligibility, type of participation and benefits 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 Oklahoma Administrative Code Title 260. or the Rules may be found at [www.omes.ok.gov](http://www.omes.ok.gov).
   2. HealthScope Benefits, part of the UnitedHealth Group family of companies, is the current third party Administrator for health, dental and life claims and the administration of the certification process. CVS is the current Pharmacy Benefit Manager (PBM) for pharmacy claims administration and performs EGlD's required Medicare D Employer Direct Waiver Prescription Drug Program services according to a direct contract with the Centers for Medicare and Medicaid (CMS).
2. **Identification of Employees Benefits**
   1. Pursuant to the Act, the Office of Management and Enterprise Services is responsible for providing health and dental benefit choices for state employees, education employees and other eligible employees participating in the Act and their eligible dependents, administering the Internal Revenue Code Section 125 Flexible Benefits Program, preparation and oversight of all employee benefit communication materials, and collecting premiums offered to active state employees, education employees and other eligible employees participating in the Act. A copy of the official agency Rules is on file with the Office of the Secretary of State beginning at Oklahoma Administrative Code Title 260. This population includes approximately 113, 251 state employees, education employees and other eligible employees (excluding all dependents).
3. **Objectives**
   1. Title 74 O.S. §1329 provides that “The Office of Management and Enterprise Services shall contract with a Supplier to make available a health savings account to all enrollees in the HealthChoice qualified high-deductible health plan. Any employer or employee contributions to the health savings account shall be allowable as a remittance to the Supplier through payroll deduction in conjunction with the employer's Section 125 Plan and shall not be subject to any assessment of administrative fees by The Office of Management and Enterprise Services or any state agency for remittance to the Supplier. The Office of Management and Enterprise Services shall take necessary measures to make any employer or employee health savings account contributions permissible under the state's Section 125 Plan." EGID maintains a HDHP for the benefit of EGID's eligible Members ("Members) as defined in EGID Rule 260:50-1-2. The term Members is synonymous with the term "enrollee" in §1329.
4. **Identification of Members**
   1. EGID Rules define Members as "all persons covered by one or more of the group insurance plans offered by EGID including eligible current and qualified former employees of participating entities and their eligible covered dependents." [OAC, 260:50-1-2] For plan year 2021, there are 11,689 primary Members and 9,218 dependents enrolled in the HealthChoice HDHP.
5. **Identification of Paid Claims History**
   1. For 2020, the HealthChoice HDHP Plan had 193,531 medical claims representing $69,867,000 in allowed claims. For 2020 the HealthChoice HDHP plan had 160,611 pharmacy claims representing $17,359,000 in allowed charges. Any statistical information contained in Exhibits and throughout this document, 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.
6. **Eligibility and Accounting System**
   1. EGID uses and manages the V3 eligibility and premium accounting system which was developed by Vitech Systems Group, Inc.
7. **Required Report**
   1. The contracted HSA Administrator shall provide an Employee Account Detail Summary Report to EGID on a quarterly basis. Refer to Exhibit 1 – Employee Account Summary.
      1. The Supplier shall deliver Exhibit 1 in the exact format, frequency and timeframe to EGID as noted in the exhibit.
8. **License**
   1. To be eligible to submit a proposal under this RFP, an HSA Administrator must meet all legal requirements for doing business in the State of Oklahoma.
9. **No Commissions**
   1. Absolutely no commissions or finder's fees shall be paid to anyone or any organization resulting from the State of Oklahoma's contract, either arising from an agreement to pay a commission or finder's fee prior to or during the term of this contract; and, to provide a statement as part of its response to this RFP, and prior to each contract renewal, that absolutely no commissions or finders fees are to be paid to any subcontractor, broker, agent or other individual, organization or entity.
10. **Conflict**
    1. The Supplier shall have no interest, direct or indirect, that could be perceived to conflict in any manner or degree with the performance of services required under this contract. The Supplier shall not engage in any conduct that violates or induces others to violate provisions in the Oklahoma Statutes regarding the conduct of public employees. Refer to The Anti-Kickback Act of 1974 at 74 0.S. (2011), § 3401, et seq., and the Conflict of Interest provision in the Oklahoma Central Purchasing Act at 74 0. S. (2011), § 85.3.
11. **Proposal Specifications**
    1. EGID shall provide general administration of the HDHP. The HSA Administrator shall provide convenient HSA access and administration services for eligible members who enroll in HealthChoice’s HDHP and execute individual Trust Agreements with the HSA Administrator.
    2. The HSA Administrator shall prepare and deliver reports to the Employer setting forth information including, but not limited to contribution and reconciliation data. Such reports may be delivered electronically to the extent permitted by law and agreed upon by the Employer and HSA Administrator.
    3. The HSA Administrator shall assist eligible members in the HSA enrollment process, including providing educational information and toll-free customer assistance. Members retain the option of choosing another qualified HSA account administrator.
12. **Termination**
    1. The HSA Administrator shall give EGID at least one hundred eighty (180) days written notice prior to cancellation. The HSA Administrator shall also provide one hundred eighty (180) days written notice prior to non-renewal.
13. **Information Technology Accessibility (EITA) Standards**
    1. All electronic and information technology procurements, agreements, and contracts shall comply with Oklahoma Information Technology Accessibility Standards issued by OMES. The State of Oklahoma Information Technology Accessibility Standards are based on the standards developed to implement Federal Section 508 of the Rehabilitation Act. Compliance with these standards is required for all software application systems utilized by HSA Administrator of the State of Oklahoma.
14. **Health Insurance Portability and Accountability Act (HIPAA) Requirements**
    1. The HSA Administrator agrees that it maintains internal practices, policies, books and records, including policies and procedures relating to the use and disclosure of EGID confidential and protected health information and will provide EGID a summary description of those policies and procedures upon request. All EGID Member information concerning this Contract is the sole property of the State of Oklahoma and shall remain confidential. It shall not be used by the HSA Administrator nor transmitted to others for any reason whatsoever, except as shall be required to administer and implement the Administrator’s obligations under the Contract, or with prior written approval from EGID.
    2. In the event the HSA Administrator receives, manages, or possesses any individual protected health information as that term is defined by HIPAA, then the HSA Administrator agrees to the terms of the EGID Business Associate Agreement .
15. **Right to Audit**
    1. EGID, or its designated representatives, including the State Auditor and Inspector and independent third parties, shall be authorized to examine all records, data and systems of the HSA Administrator which are directly related to the performance of this contract. All records and data, without regard to form or media, shall be available during normal business hours upon five (5) business days' notice. Included in this right to audit shall be the following provisions:
       1. EGID, or its designated representative, is authorized to visit the HSA Administrators premises and have full access to all records and data including paper documents, electronic documents, policies and procedures, benefit documents, imaged and magnetically-stored data which relate to this contract.
       2. EGID, or its designated representative, is authorized to perform claims review and/or a review of the operational procedures and adjudication process. An operational review includes a review of the policies and procedures, workflow, staffing and training, system capabilities and edits, and disaster recovery plans
       3. The HSA Administrator shall assist EGID by promptly providing requested records and data and reasonable access to the HSA Administrator's personnel.
       4. The findings of the audits performed by EGID or its designated representative shall be conclusive. The HSA Administrator shall cooperate with EGID and implement the recommendations of the audit findings.
16. **Competitor Allegations**
    1. EGID is not interested in, nor will it consider, allegations of lack of qualification or of impropriety made or initiated by any Supplier concerning another Supplier at any point during the competitive bid process. Inclusion of such information in the Bid or communication of such information to any state officials, state staff or its contractors after Bid submission shall be grounds for disqualification. This clause in no way limits the right to file a protest or appeal under the laws or rules governing the State of Oklahoma.
17. **Pricing**
    1. EGID intends to benefit from this Contract by providing uniform HSA Administrative services, simplifying the enrollment process for its HDHP Members thereby increasing its HDHP enrollment. EGID shall not incur costs or pay fees associated with this Contract. All fees established by and pursuant to this Contract shall be included in an agreement executed with HDHP members utilizing the HSA Administrators services and shall be the responsibility of the Member.
    2. The HSA Administrator shall benefit from this Contract by gaining access to HDHP Members who choose to contract with the HSA Administrator.
    3. The HDHP Member shall not be assessed fees that are not identified in this Contract.
18. **Facilities**
    1. The Supplier will make any of its facilities available to EGID if it is determined that an on-site visit would be beneficial and utilized as part of the final evaluation process.
19. **Marketing Guidelines**
    1. Supplier must receive approval for its marketing and communications plan with EGID **prior to distribution** to employees during Option Period. EGID reserves the right to have the Suppliers amend or modify such information to meet its requirements.
    2. 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 2.
       1. If the item is not an advertising piece, please note that this is a standard member communication piece and no advertising form is necessary.

* 1. In all marketing material, Supplier shall clearly indicate which products are provided as part of the OEIBA Program pursuant to this contract and which are not.
  2. Supplier will not be allowed to make presentations during employee meetings for active employees unless pre-approved by EGID and as permitted by law; however, Supplier may participate in education, county, and local government employee scheduled and organized meetings as directed by EGID.
  3. Supplier shall not market itself as a representative of EGID or the OEIBA Program when making presentations to OEIBA Program Members.