**ATTACHMENT C**

**AGENCY TERMS**

**SOLICITATION NO. 0900000502**

1. **Confidentiality and HIPAA Requirements**

The Consultant 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 solicitation is the sole property of the State of Oklahoma and shall remain confidential. It shall not be used by the Consultant nor transmitted to others for any reason whatsoever, except as shall be required to administer and implement the Solicitation Specifications described in this solicitation, or with prior written approval from EGID.

1. **Business Associate Agreement**

The Consultant, as a “Business Associate,” agrees to the attached ‘Business Associate Agreement’ (see Exhibit 2) between EGID and the Consultant, as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) statutes and regulations.

1. **Appropriated Funds**

The parties understand and agree that none of the sums to be paid under this agreement are appropriated funds. Should there be a revenue shortfall, EGID will not seek appropriations and will not use appropriated funds to pay for this obligation. The most recent financial statement of EGID is posted on EGID’s website:

<https://omes.ok.gov/sites/g/files/gmc316/f/documents/201912/2018CAFR.pdf>

1. **Invoices and Payment**

In accordance with Oklahoma State Statutes, EGID shall compensate the Consultant on a monthly basis for consulting services that have been performed over the preceding month, pursuant to the terms of this Contract. All invoices and payments of invoices are subject to subsequent adjustments based upon proper documentation.

All invoices shall be forwarded to [EGIDAccounts.Payable@omes.ok.gov](mailto:EGIDAccounts.Payable@omes.ok.gov) by the 30th day of the following month for services performed in the previous month, for verification, approval, and submission for payment.

1. **Records**

The Consultant shall maintain full and adequate records relating to the services it is performing under this agreement and shall allow EGID to review and copy such records upon request. The Consultant shall provide adequate safeguards for all books and records.

1. **Hold Harmless**

The Consultant shall be responsible for the work, direction, and compensation of Consultant employees, agents and subcontractors. Neither EGID nor the State of Oklahoma shall be liable, directly or indirectly, for the work and direction of Vendor’s employees, agents or subcontractors. The Consultant agrees to indemnify and hold harmless EGID, its employees and agents, and the State of Oklahoma from damages, loss, or liability to persons or property arising from claims of any kind, including, but not limited to compensation by Consultant employees, agents, and subcontractors of the Consultant against the Consultant; negligent or willful acts of the Consultant its employees or agents in performance of this Contract; acts, omissions or liabilities of the Consultant acting in any capacity that relate to the Contract; and damages, costs, fines or penalties arising from HIPAA violations committed by Consultant employees, agents or subcontractors. The State of Oklahoma does not waive, compromise, concede, surrender, or relinquish any rights, privileges, immunities, or remedies that the State of Oklahoma and its employees possess under State or Federal law.

1. **Designation of Personnel**

EGID may designate personnel or professionals under contract with EGID to administer any of the terms or conditions of this Contract referenced herein, and all duties or acts required of EGID.

1. **Supremacy of State Statutes**

This Contract is subject to all applicable Federal Regulations and Oklahoma State Statutes, EGID’s Rules and Administrative Directives. Any provision of this Contract which is not in conformity with existing or future legislation shall be considered amended to comply with such legislation.

1. **Subcontractors**

The Consultant shall provide certification that states that any future subcontractor that will perform services for EGID on behalf of the Consultant will comply with all contract provisions. The certification shall be signed by the Consultant and such subcontractors.

1. **Public Information Releases**

Public information releases pertaining to this project shall not be made without prior written approval by EGID and then only in conjunction with EGID.

1. **Overview of Current Business Processes**

**11.1 General Overview**

**11.1.1 Employees Group Insurance Division (EGID)**

EGID is a division of the Office of Management and Enterprise Services (OMES). EGID was established by, and operates pursuant to, the Oklahoma Employees Insurance and Benefits Act, 74 O.S. § 1301, *et seq.*, (Act). The Act was established for the benefit of state and education employees, employees of other state governmental entities and quasi-state governmental entities authorized by the Act to participate in the insurance plans offered by EGID. EGID serves over 900 employer groups with multiple retirement systems. EGID makes decisions on all policy matters affecting the group insurance plans, including member benefits, premium rates and the investment of premiums.

EGID administers medical, pharmacy, dental, life and disability benefits to approximately 188,000 active employees, retired employees, and dependents under its group insurance programs, known as the HealthChoice plans. See https://oklahoma.gov/omes/services/employees-group-insurance-division.html for more information about EGID and https://oklahoma.gov/omes/services/healthchoice.html to learn more about the HealthChoice plans offered.

HealthChoice members are all persons covered by one or more of the HealthChoice insurance plans offered by EGID including eligible current and qualified former employees of participating entities and their eligible covered dependents.

EGID also maintains its own network of providers for the HealthChoice plans, the Department of Corrections (DOC), and the Department of Rehabilitation Services (DRS). A provider network arrangement is maintained by EGID to provide members with cost efficient delivery of health benefits. A “Network Provider” means a practitioner who or facility that is duly licensed under the laws of the state in which the provider operates, satisfies additional credentialing criteria as established by EGID, and has entered into a contract with EGID to accept scheduled reimbursement for covered medical or dental services and supplies. EGID maintains a separate network of providers for HealthChoice, DOC and DRS.

Pursuant to legislative authority, EGID Administrative Rules set forth the eligibility, type of participation and benefits guidelines for all participating employers. A copy of the official Administrative Rules is on file with the Office of the Secretary of State beginning at Oklahoma Administrative Code Title 260:45, or the Rules may be found at https://oklahoma.gov/omes/services/employees-group-insurance-division.html (“About EGID”).

**11.1.2** **Third Party Administrator (TPA) Services**

EGID contracts with a TPA provide quality operational and administrative services on behalf of the HealthChoice health, dental and life plans, the DOC inmate managed care program for health and dental services, and the DRS managed care program for health, dental and vision services. Services for each plan shall include customer services, benefits management, claims processing, utilization management and other functions as outlined within the TPA contract. The TPA supplier is required to remain compliant with state and federal regulations, including HIPAA, as well as Agency defined policies and rules.

**12. Minimum Requirements**

**12.1.** Supplier shall provide contract and operational management consulting services to EGID for the HealthChoice, DOC and DRS plans. Supplier’s services shall include:

**12.1.1.** TPA contract management oversight and assistance – including the development/creation, execution, and analysis to maximize operational and financial performance of the TPA while reducing risk factors.

**12.1.2.** Oversight and assistance with the implementation or transition of the TPA or it’s subcontracted vendors, including oversight of all aspects of project execution and delivery, for EGID, DOC and DRS.

**12.1.3.** Technical oversight of the tools, vendors and resources used to support Plan operations and customer experience; including knowledge of industry trends and initiatives.

**12.1.4.** Upon request by EGID, delivery and presentation of a consulting report(s) and/or post implementation summary for OMES leadership or the Oklahoma Employees Insurance and Benefits Board (OEIBB).

**13. Conflict**

The Consultant 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 Consultant shall not engage in any conduct that violates or induces others to violate provisions in the Oklahoma Statutes regarding the conduct of public employees. See: The Anti-Kickback Act of 1974 at 74 O.S. 2001, § 3401, et seq., and the Conflict of Interest provision in the Oklahoma Central Purchasing Act at 74 O. S. 2001, § 85.3.