**ATTACHMENT A**

**SOLICITATION NO. 0900000534**

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

## PURPOSE

The Contract is awarded on behalf of Employees Group Insurance Division (EGID) for qualified HMOs, Medicare Supplements, and Medicare Advantage Prescription Drug health plans to offer managed care benefits to eligible OEIBA Program participants who live in the state of Oklahoma. OMES/CP, on behalf of EGID intends to also solicit a standalone MAPD proposal on an exclusive basis with only one national MAPD to be primarily offered as an alternative for retired OEIBA Program members living outside the state of Oklahoma.

## OBJECTIVES

EGID intends to offer cost effective managed care service alternatives to the OEIBA Program's covered population statewide and provide improvements and initiatives in health care benefits that are available in Oklahoma while maintaining a cost-efficient program and a rising level of quality health care services.

## A. CONTRACT TERM AND RENEWAL OPTIONS

The initial Contract term is January 1, 2023, through December 31, 2023, and there are two one-year options to renew the Contract.

**A.1.** For each contract renewal, Supplier shall offer the plan in place at the time of the renewal request if it is still an option in the solicitation, plus it may offer an alternative plan design. OEIBA Program may request updated documentation found in this Solicitation to review for purposes of the renewal.

## B. SPECIFICATIONS APPLYING TO ALL PROPOSALS (HMO, MEDICARE SUPPLEMENT, MAPD)

### B.1. Eligibility Transmission

**B.1.1.** EGID will maintain individual eligibility records. EGID will communicate all eligibility data and remit all premium dollars to carriers. At a minimum, eligibility transmissions shall be on a weekly basis. Suppliers should only accept eligibility from EGID, not from employers or other sources.

**B.1.2.** The Supplier must accept EGID's eligibility file layout as described in Exhibit 25. 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.

**B.1.2.1.** New member/dependent enrollment

**B.1.2.2.** Member/dependent termination/disenrollment

**B.1.2.3.** Member/dependent adding and/or dropping various benefits

**B.1.2.4.** Eligibility changes due to ESRD determinations

**B.1.2.5.** Member moves between participating employer groups

**B.1.2.6.** Dependent moves from participating primary member to another primary member

**B.1.2.7.** Member/dependent status changes from current to pre-Medicare or COBRA status

**B.1.2.8.** Member/dependent becomes eligible for Medicare

**B.1.2.9.** A lapse is added to a member/dependent coverage

**B.1.2.10.** Member address changes

**B.1.3.** Confirmation must be provided to EGID after eligibility information has been received. Notice to EGID should be sent to sib.edi@sib.ok.gov stating that the eligibility file has been received. Confirmation must also be provided to EGID if eligibility has not been processed within three (3) business days of receipt. Notice to EGID should be sent to sib.edi@sib.ok.gov stating what has not been processed and the reason it wasn't processed.

**B.1.4.** The Supplier will be required to maintain its eligibility records from the data provided in a timely and accurate manner.

**B.1.5.** 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 AM CST – 4:30 PM CST, Monday – Friday.

**B.1.5.1.** 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 (2) business hours of receipt as to the action that is being taken to resolve the issue.

**B.1.5.2.** Response time: Non-urgent Workflow issues should be resolved within two (2) business days of receipt.

**B.1.5.3.** 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 are tracked and routed back and forth between EGID and the Supplier through the Workflow Application.

**B.1.6.** For the categories Medicare Retiree and Pre-Medicare-Retiree, the retirement system contribution ranges from $100 to $105 per month for the primary member only. The contribution applies to health coverage only. For employees, contribution levels vary widely. In the majority of cases, the employer contribution for the employee will be at least equal to the HealthChoice High Option Premium. In the majority of cases, there is no employer contribution towards the cost of dependent coverage.

**B.1.7.** Information on eligibility reconciliation will also be furnished on a quarterly basis upon request of Supplier.

**B.1.8.** PCP information is only transmitted on the basis of the PCP name. No other code or identifier is available. Note that not all OEIBA Program members supply this information at the time of plan selection.

**B.1.8.1.** The status of the patient with the PCP will be included in the transmission as either "N" for New Patient or "C" for Current Patient if the information is supplied to EGID.

**B.1.8.2.** If awarded the contract, Suppliers will receive enrollment information for members as early as Option Period and should work directly with new members to confirm the member's selection of the PCP.

## B.2. Premium Accounting

**B.2.1.** EGID will communicate all eligibility data and remit all premium dollars to carriers. EGID remits premiums to Suppliers based on enrolled members.

**B.2.2.** EGID forwards premiums to the supplier on the 20th of the 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 plan on the 21st.

**B.2.3.** 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.

**B.2.4.** EGID shall provide the Supplier with a premium report each month. A verification procedure will be used for compliance.

**B.2.5.** Monthly discrepancy reports received by EGID should not go back further than the month being reconciled. Discrepancies older than sixty (60) calendar days from premium remittance date for HMO or MSP or thirty (30) calendar days from premium remittance date for MAPD 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 29 .

## B.3. Significant Events

**B.3.1.** 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 Commercial 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 to EGID. Significant events may include but not be limited to the following:

**B.3.1.1.** Disposal of major assets

**B.3.1.2.** Any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract

**B.3.1.3.** Termination or addition of provider contracts

**B.3.1.4.** 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

**B.3.1.5.** The withdrawal of, or notice of the intent to withdraw from the Joint Commission or the National Committee for Quality Assurance (NCQA) certification Impairment of the security offered as a performance guarantee 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

**B.3.1.6.** Reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters

**B.3.1.7.** Known or anticipated merger or acquisition

**B.3.1.8.** Known, planned or anticipated stock sales

**B.3.1.9.** Any litigation filed by a member against the Supplier

**B.3.1.10.** Any sale or merger

**B.3.1.11.** Significant changes in market share or product focus

**B.3.1.12.** HIPAA violation

**B.3.1.13.** 6055 IRS reporting deficiencies

## B.4. Workflow and Web Interfacing

**B.4.1.** During the contract period, the Supplier will respond to EGID's inquiries using 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. There is no software to purchase and only requires a connection to the Internet using a Microsoft Internet Explorer compatible browser.

**B.4.2.** 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 eligibility issues by email to the Member Research and Resolution unit at MemberAccountsResearch&Resolution@omes.ok.gov.

**B.4.2.1.** Failure to log into Workflow and the Web Eligibility Application every sixty (60) days will lead to termination due to inactivity and will require new security forms to be completed and approved for reinstatement.

**B.4.2.2.** The Supplier will respond to EGID's quarterly Vitech Security Verifications by reviewing and confirming current Supplier staff users of the web workflow and eligibility systems. The Supplier will notify EGID of employees no longer utilizing the system to terminate their access. New users will complete applications for access as needed.

**B.5. Fraud and Abuse Investigations.** 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. 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.

**B.6. Participant Eligibility**

**B.6.1.** 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:

**B.6.1.1.** 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.

**B.6.1.2.** 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.

**B.6.1.3.** Coverage for newborn dependents will be effective the first of the birth month. The member may enroll 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. For members who choose not to add the newborn within thirty (30) days of the birth event, the Supplier will handle expenses of the newborn limited coverage in accordance with State law.

**B.6.1.4.** 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 health 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.

**B.6.2.** In order to select an HMO option, the employee must reside or be employed (live or work) within the selected HMO's service area. Eligible dependents must reside within the selected HMOs service area to participate in the HMO. Service areas shall be limited to those zip codes approved by relevant licensure as of May 1 preceding the Plan Year to which the service area applies.

**B.6.3.** 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, unless agreed to in writing by EGID, is not allowed except in the event of relocation of service area.

**B.6.4.** Additional eligibility/enrollment requirements apply to plans for Medicare-eligible participants. These include:

**B.6.4.1.** Eligibility for MAPD is limited to EGID/Medicare eligible former employees and their eligible dependents.

**B.6.4.2.** Eligible EGID former employees with their covered dependents:

**B.6.4.2.1.** May enroll in coverage the first day of the month following termination of active employment. The former employee also has thirty (30) days after acquiring a new dependent in which to add that dependent. Failure to maintain continuous health insurance coverage through the OEIBA Program shall result in permanent loss of eligibility for coverage under the Program.

**B.6.4.2.2.** Who are not enrolled when initially eligible or within thirty (30) days of a midyear qualifying event, cannot add coverage.

**B.6.4.2.3.** Cannot add health coverage that was not elected at separation from active employment.

**B.6.4.3.** Members must enroll in an OEIBA Program Medicare plan upon turning age sixty-five (65) or attaining early eligibility for Medicare, as permitted by federal guidelines.

**B.6.4.4.** **Split Coverage.** When there is a retiree situation where the primary and the dependent(s) are not both Medicare eligible:

**B.6.4.4.1.** So long as there is a dependent relationship, both individuals must be on plans offered through the same Supplier through the OEIBA Program.

**B.6.4.4.2.** The Medicare eligible member is enrolled in the Supplier's MAPD/Medicare Supplement and the other covered individual is enrolled in the commercial offering from the same Supplier with the appropriate non-Medicare rate applied.

**B.6.4.5.** A change from one insurance carrier to another may be permitted in the following circumstances:

**B.6.4.5.1.** During Option Period elections (historically October 15 – December 7th) to be effective January 1 of the proximate Plan Year.

**B.6.4.5.2.** Changes in service areas.

**B.6.4.5.3.** At the time an individual becomes Medicare primary in accordance with CMS requirements or when CMS approves the change. This does not apply to a spouse or dependent becoming Medicare eligible after the primary member has enrolled in Medicare coverage. (Refer to OEIBA Program materials for more detailed eligibility information)

Exception: split coverage rules apply.

**B.6.4.6.** As required by CMS and applicable federal regulations, the MAPD shall provide Prescription Drug Benefit Creditable Coverage Notices to all of its MAPD participants and affected persons.

## B.7. Annual Deficiency Report

**B.7.1.1.** At its discretion, EGID may draft and issue an annual report to Central Purchasing detailing instances of each of the HMO, MAPD and MSP Commercial Carriers failing to uphold their contractual responsibilities.

## B.8. Marketing and Communications Guidelines

**B.8.1. Failure to abide by marketing and communication guidelines may result in one (1) or more of the following consequences:**

**B.8.1.1.** The Supplier being barred from accepting new enrollees for the balance of this contract.

**B.8.1.2.** The Supplier being barred from accepting new enrollees for the contract immediately succeeding this contract.

**B.8.1.3.** The Supplier being deemed ineligible from bidding in subsequent RFPs for the OEIBA Program.

**B.8.2. 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 38. 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. Suppliers must request and receive advertising approval each Plan Year.

**B.8.3. Name Change.** In the event that a change in name of the Supplier occurs, the change must be communicated to EGID by the designated print deadlines (typically at the end of August preceding the Plan Year to which the plan design applies) to be included in the Option Period print materials for the specified plan year. Plan design name changes are not allowed for the duration of the contract.

**B.8.4. 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 from sending materials to its current members.

**B.8.5. 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.

**B.8.6. Training of 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 or otherwise specified in this RFP.

**B.8.7. Encouraged Marketing and Communications Activities.** The following is encouraged:

**B.8.7.1.** Attendance at health fairs and employer sponsored meetings throughout the year is strongly encouraged.

**B.8.7.2.** Post-election enrollment follow-ups are allowed.

**B.8.8. Prohibited Marketing and Communications Activities.** The following is not permitted:

**B.8.8.1.** 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 eyeglass cleaning cloths, etc.)

may be made available for distribution at EGID-sponsored events with/without the company representative present.

**B.8.8.2.** 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 health 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 Commercial 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 Commercial Contracting.

**B.8.8.3.** 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.

**B.8.8.4.** 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 health fairs and employer-sponsored employee meetings and events.

**B.8.8.5.** Presentations by Suppliers during employee meetings for current state, education, county and local government employees unless pre-approved by EGID and as permitted by law.

**B.8.8.6.** 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.

**B.8.9.** **Malpractice Liability.** EGID requires all network providers to maintain malpractice liability limits equal to or greater than the State of Oklahoma requirement for licensure. By submitting a proposal, the Supplier agrees these limits of coverage shall be maintained during the term of the contract.

**B.8.10.** **Provider Discussion of Treatment Options and Reimbursements.** The Supplier must warrant and agree that there will be no provisions in the Supplier's provider contracts that prohibit providers from discussing any treatment options and/or reimbursements with members in their provider contracts.

**B.8.11.** **Prohibited Limitations and Exclusions.** The Supplier agrees to waive all pre-existing condition limitations and evidence of insurability requirements for all beneficiaries covered under the OEIBA Program.

**B.8.12.** **Reinsurance.** 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 other agencies of the State of Oklahoma with regulatory authority over the Supplier.

**B.8.13.** **Internal Grievance Procedures:**

**B.8.13.1.** The Supplier must establish and operate an internal member grievance procedure pursuant to the requirements of the Oklahoma Insurance Department as appropriate.

**B.8.14. Affordable Care Act Rebate Issues.** The Supplier must notify EGID if the Supplier's medical loss ratio is at a level that would require rebates to consumers under the Patient Protection and Affordable Care Act. Procedures for ensuring that rebates are properly allocated between individuals and employees must be discussed and approved by EGID.

**B.8.15. Dependents Residing at a Different Address.** Eligible dependents residing at an address different from the employee's address may select a primary care physician (PCP) in the service area covering the dependent's address within the state of Oklahoma.

**B.8.16. Member Materials**

Supplier shall be responsible for the following:

**B.8.16.1.** 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.

**B.8.16.2.** Suppliers shall provide an online listing of network providers which shall be updated at least weekly and made available to plan participants twenty-four (24) hours a day, seven (7) days a week. Those physicians accepting new enrollees must be clearly identified.

**B.8.16.3.** Member 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 31 preceding the Plan Year to which the card applies, or no more than two (2) weeks following delivery of new member enrollment data from EGID. ID cards are to reflect accurate information and cannot contain the member's Social Security number (SSN) unless the number has been encrypted in an alpha and/or numerical method so it is not distinguishable. The member's account number should not be the same as their SSN in the Supplier's system.

**B.8.16.4.** The Supplier is required to provide a written status report regarding the distribution of ID cards to the Director of Commercial Contracting no later than December 15 of each Plan Year. Status information includes but is not limited to Supplier name, number of member ID cards generated, beginning and ending dates for mailing of cards, and the latest date expected for members to receive cards.

**B.8.16.5.** Summary of Benefits and Coverage for the Supplier's approved HMO plan is due to EGID no later than 5:00 p.m. Central Time, October 1 preceding the Plan Year to which the benefits apply.

## C. HMO PROPOSAL (EXCLUDING MEDICARE SUPPLEMENT OR MAPD LINES OF BUSINESS)

**C.1. Bidder Identification.** In the event the Bidder's designated personnel changes, the Supplier shall notify OMES/CP immediately in writing.

**C.2. Bidder Operating Staff**

**C.2.1.** The Bidder must have sufficient operating staff to comply with all requirements and standards described in this RFP. The Supplier must agree to provide qualified staff in the following areas.

**C.2.1.1.** Executive management with clear oversight authority for all other functions

**C.2.1.2.** Medical director's office

**C.2.1.3.** Accounting and budgeting function

**C.2.1.4.** Member services function

**C.2.1.5.** Provider services function

**C.2.1.6.** Medical management function, including quality assurance and utilization review

**C.2.1.7.** Internal complaint resolution function

**C.2.1.8.** Claims processing function

**C.2.1.9.** Management information system

**C.2.1.10.** 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.

### C.3. Financial Stability and Standing

**C.3.1.1.** EGID reserves the right to audit (or designate an independent third-party to audit) the selected medical plan at any time during and up to three (3) years following the termination of the Contract/Administrative Agreement (with prior written authorization).

**C.3.1.2.** The Supplier further agrees to be available for reasonable inquiry by EGID regarding financial statements.

**C.3.1.3.** 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.

**C.4.** **Member Services Telephone Assistance**. 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.

**C.4.1.** The Supplier's customer service telephone response performance must meet the below standards for each month of each Plan Year:

**C.4.1.1.** The Supplier shall answer at least eighty percent (80%) of all calls in thirty (30) seconds or less.

**C.4.1.2.** The call abandonment rate shall not exceed five percent (5%) of the total number of calls per month.

**C.4.2.** 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.

**C.4.3.** Member Service's 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 a (48) forty-eight-hour turnaround via mail at no cost to employees or retirees.

### C.5. Member Satisfaction

**C.5.1.** **Satisfaction Surveys.** For Plan Year 2023 and for renewal year, the Supplier shall conduct a member satisfaction survey at least annually that compiles and analyzes its survey results for submission. (Refer to Attachment 30) Supplier may leverage existing surveys to address these focus areas so long as all required areas are addressed.

### C.6. Benefit Plans for Participants Living Out of State

**C.6.1.** The Supplier may provide a plan of benefits for those participants who live outside the State of Oklahoma. A census report is available as Exhibit 24 which identifies participants by age, sex,

and zip code. The premium for coverage to participants outside the State of Oklahoma must be the same as quoted for participants within the State of Oklahoma.

### C.7. Prohibition on Direct Member Billing

**C.7.1.** The Supplier must have procedures in place which prevent direct member billing (balance billing) for covered services during the plan year of this solicitation.

### C.8. Section 125

**C.8.1.** 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 current 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. OMES requests that the Supplier shall interface with the debit card company and provide paid claims utilization on a weekly basis. Exhibit 26 is the file format required by the current debit card company.

### C.9. Provider Network Requirements

**C.9.1.** The Suppliers must comply with all gatekeeper requirements as outlined in the Patient Protection and Affordable Care Act of 2010, PL 111-148 as amended by The Health Care and Education Reconciliation Act of 2010, PL 111-152.

**C.9.2.** The network must provide access to PCP services, specialty physician services, and emergency care and tertiary care services. It shall be sufficient in size and scope to furnish all covered health benefits listed in Exhibit 4. No less than fifty percent (50%) of the PCP in the Supplier's network must be accepting new patients at any point during each plan year. Any Supplier quoting a value-based network must demonstrate that its network has adequate capacity to service its members. The Suppliers must include State of Oklahoma licensed practitioners performing within their legal scope of practice sufficient to meet its members' needs.

**C.9.3.** Each member must have a PCP from one of the following practice areas: family practice, general practice, internal medicine, general pediatrics (for children), and OB/GYN (for women, at the option of the Supplier). Established patients must be assured acceptance by the existing provider in a new plan year unless that provider is no longer in the Supplier's network of providers.

**C.9.4.** Each Supplier must have sufficient numbers of contracted specialists to adequately provide the entire range of benefits covered in this RFP to all its enrolled members. Such specialty services, such as laboratory and/or minor surgery must be available within a reasonable geographic area. Any changes in the benefit provisions must be reviewed by the EGID Director of Commercial Contracting.

**C.9.5.** Where the Supplier contracts with health care practitioners to render services, such contracting arrangements must promote quality and cost-effective care by ensuring that:

**C.9.5.1.** Every enrollee has a PCP, and the PCP coordinates all of the enrollee's comprehensive health care; and

**C.9.5.2.** Practitioners' agreements require them to observe the plan's practice guide and/or to share the plan's financial risk.

**C.9.6.** Covered services may also be rendered by non-contracting providers through reimbursements to members who receive and pay for these services, provided such services are used only to supplement the plan's primary mode of health care delivery through its network of contracting providers.

**C.9.7.** Eligible dependents residing at an address different from the employee's address may select a PCP in the service area covering the dependent's address within the State of Oklahoma. The Supplier will provide all eligible services outside the State of Oklahoma for covered dependents.

### C.10. Supplier's Provider Contracting

**C.10.1.** The Supplier must offer eligible services outside the State of Oklahoma to eligible dependents residing at an address different from the employee's address.

**C.10.2.** The Supplier shall provide no less than thirty (30) days' notice to EGID prior to performing changes, fixes, modifications and enhancements that may impact the exchange of eligibility or any other shared business process.

**C.10.2.1.** As part of this process, the Supplier must provide 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.

### C.11. Standardized Service Areas and Access Standards

**C.11.1.** EGID has a standardized geographic service area that includes every zip code within the geographic borders of the State of Oklahoma. Suppliers are encouraged to provide services in the standardized geographic service area; however, Suppliers are not required to offer enrollment in every service area. Access standards for the standardized service area and those areas which fall outside the standardized service area offered by the Supplier shall meet the minimum requirements of the Oklahoma Insurance Department.

### C.12. Medical Quality Assurance

**C.12.1.** All contracting Suppliers must include a description of the grievance procedures in their member handbooks.

### C.13. Member Materials

**C.13.1.** **Membership I.D. card.** The card 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 should not be the same as their SSN in the Supplier's system.

**C.13.2.** The Supplier shall furnish membership materials that describe the HMO Plan benefits offered to enrollees in a PowerPoint deck format for Option Period presentation(s) at the request of EGID. (Exhibit 38)

**C.13.3.** The Supplier shall furnish membership materials that describe the MSP and/or MAPD Plan benefits offered to enrollees in a PowerPoint deck format for Option Period presentation(s) at the request of EGID. (Exhibit 38).

**C.13.4.** Suppliers may use the official OMES EGID logo **on member ID cards only**. Suppliers must request the official logo from EGID; otherwise, member ID cards with any state logo or the State seal will be rejected.

**C.14.** **Suppliers offering options to the pre-Medicare population are required to meet and offer the benefits and copayments as outlined in Exhibit 4**. Preventive services must conform to federal preventive care guidelines. EGID may also request additional plans such as a Point of Service, Value Based Networks, or Accountable Care Organization option.

## D. MEDICARE SUPPLEMENT PLAN PROPOSAL

### D.1. Medicare Supplement Requirements

**D.1.1.** In accordance with State of Oklahoma statutes, Suppliers must provide a Medicare Supplement plan (MSP) if the Supplier offers a Medicare Supplement product to other entities within Oklahoma and has offered a pre-Medicare proposal. Suppliers must meet or exceed the Medicare plan as specified in Exhibit 12. Terms relating to Medicare plans are not negotiable.

**D.1.2.** An MSP is required to have a level of benefits that is equivalent to or exceeds in total Medicare Plan G. It must also include a pharmacy component which is actuarially equivalent to the HealthChoice SilverScript High Option Medicare Supplement Plan which is an Employer Group Waiver Plan (EGWP) with a Wrap setup. In addition, the HealthChoice Medicare Supplement Plan has two (2) enhancements, which are coverage for Hospice Care and Foreign Travel.

**D.1.3.** The Medicare Supplement Plan shall include a Medicare Part D Prescription Drug Plan (PDP), provide creditable coverage and is subject to the following:

**D.1.3.1.1.** The PDP shall provide the LIS amount to be subtracted from the monthly premium for the following year if a member is eligible for a 100% percent low-income premium subsidy. EGID will set up rates to properly bill for members who qualify for the 100% percent, 75% percent, 50% percent, or 25% percent premium subsidy based on the amount provided by the PDP. This requirement may be waived if an alternative method is established and approved by EGID to pass along the LIS savings to the member. See Exhibit 13.

**D.1.3.1.2.** The PDP must send a weekly report listing any enrollments rejected by CMS, as well as any disenrollments not initiated at EGID (i.e., member calls 1-800-Medicare to disenroll). In addition, the weekly report must list the proper LIS level for any member who is LIS eligible or where a change in LIS level was reported on the previous Transaction Reply Report (TRR). Required fields for this report are listed in Exhibit 28.

**D.1.3.1.3.** The PDP must provide a monthly full file showing everyone covered in the PDP. Required fields for this report are listed in Exhibit 28 .

**D.1.3.1.4.** As an employer group, EGID does not charge a Part D late enrollment penalty (LEP) to any of its members. The premium billed to the member and remitted to the plan will not include an LEP. If an LEP exists, the PDP may include the penalty in the reconciliation process and EGID will reimburse the PDP for the penalty amount.

**D.1.4.** Membership Materials

**D.1.4.1.1.** Membership I.D. card. The card 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 should not be the same as their SSN in the Supplier's system.

**D.1.4.1.2.** The Supplier shall furnish membership materials that describe the Medicare supplement plan benefits offered to enrollees in a PowerPoint deck format for Option Period presentation(s) at the request of EGID. . (Exhibit 38)

## E. MAPD PROPOSAL

**E.1.1.** The Bidder may submit an MAPD HMO with an HMO bid. Alternatively, Bidders may submit a standalone national MAPD bid. Bidders may not submit bids for both, and only one standalone national MAPD will be selected.

**E.1.2.** All MAPD plans shall include a Medicare Part D Prescription Drug Plan (PDP), provide creditable coverage and are subject to the following.

**E.1.2.1.1.** The PDP shall provide the LIS amount to be subtracted from the monthly premium for the following year if a member is eligible for a 100% percent low-income premium subsidy. EGID will set up rates to properly bill for members who qualify for the 100% percent, 75% percent, 50% percent, or 25% percent premium subsidy based on the amount provided by the PDP. This requirement may be waived if an alternative method is established and approved by EGID to pass along the LIS savings to the member. See Exhibit 9.

**E.1.2.1.2.** The PDP must send a weekly report listing any enrollments rejected by CMS, as well as any disenrollments not initiated at EGID (i.e., member calls 1-800-Medicare to

disenroll). In addition, the weekly report must list the proper LIS level for any member who is LIS eligible or where a change in LIS level was reported on the previous Transaction Reply Report (TRR). Required fields for this report are listed in Exhibit 28.

**E.1.2.1.3.** The PDP must provide a monthly full file showing everyone covered in the PDP. Required fields for this report are listed in Exhibit 28.

**E.1.2.1.4.** As an employer group, EGID does not charge a Part D late enrollment penalty (LEP) to any of its members. The premium billed to the member and remitted to the plan will not include an LEP. If an LEP exists, the PDP may include the penalty in the reconciliation process and EGID will reimburse the PDP for the penalty amount

**E.1.3.** 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 functions outlined in the Bidder Instructions.

**E.1.4.** **Financial Standing**. 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.

**E.1.5.** **Additional Marketing Guidelines Specific to MAPD Plans**. The following additional marketing guidelines are specific to MAPD plans:

**E.1.5.1.** The MAPD shall be in compliance with CMS Medicare Marketing Guidelines for Medicare Advantage Organization (MA) (also referred to as Plan), Medicare Prescription Drug Plan (PDP) (also referred to as Part D Sponsor), and except where otherwise specified 1876 cost contract (also referred to as Plans) rules, (i.e., Title 42 of the Code of Federal Regulations, Parts 422, 423, and 417) regarding marketing materials, promotional activities, advertising, social networking sites, and Call Center cost requirements.

**E.1.5.2.** Successful MAPDs must develop a single marketing package including age-in information that, following approval by EGID, is to be submitted to CMS for final approval. The marketing package shall include notifications required by CMS.

**E.1.5.3.** The MAPD must schedule representatives (one to three) to attend all option period meetings for service areas of member base and provide at said meetings new member materials for the upcoming Plan Year, provided these have been approved by CMS.

**E.1.5.4.** MAPD shall provide EGID with a training outline and timeframes for training of MAPD Customer Service Representatives (CSR) prior to the enrollment period and include EGID enrollment deadlines, eligibility, and rules as they pertain to the Medicare population. Also, the MAPD shall include in the solicitation response contact information (name and phone) of a customer service supervisor.

**E.1.6.** **Member Services Telephone Assistance**

**E.1.6.1.** 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.

**E.1.6.2.** The Supplier's customer service telephone response performance must meet or exceed the following standards for each month of each Plan Year:

**E.1.6.2.1.** The Supplier shall answer at least eighty percent (80%) of all calls in thirty (30) seconds or less.

**E.1.6.2.2.** The call abandonment rate shall not exceed five percent (5%) of the total number of calls per month.

**E.1.6.3.** 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.

**E.1.6.4.** 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 a forty-eight (48) hour turnaround via mail at no cost to the member.

**E.1.7. Member Materials**

**E.1.7.1.** Membership I.D. card. The card 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 should not be the same as their SSN in the Supplier's system.

**E.1.7.2.** Membership materials- The Supplier shall furnish membership materials that describe the MAPD Plan benefits offered to enrollees in a format not to exceed two (2) 8.5" x 11" pages or up to five (5) PowerPoint slides for enrollment guides or Option Period presentation(s) within three (3) business days of a request from EGID. (Exhibit 38).

**E.1.8.** **MAPD Monthly Premium**. All rates set forth shall be for Medicare-eligible members only.

**E.1.9.** **LIS Amounts for MAPD Plans.** MAPDs shall provide the LIS amount to be subtracted from the monthly premium for the following year if a member is eligible for a 100% low-income premium subsidy. EGID will set up rates to properly bill for members who qualify for the 100%, 75%, 50%, or 25% premium subsidy based on the amount provided by the MAPD. This requirement may be waived if an alternative method is established and approved by EGID to pass along the LIS savings to the member. Refer to Exhibit 10.

## F. IMPLEMENTATION

**F.1.** Suppliers may be required to meet with EGID to ensure smooth transition for the upcoming plan year.

**F.2.** **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 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, prior to January 1 of the Plan Year to which the Supplier's plan(s) applies. Suppliers will receive specific instructions regarding this manual material after award of contract by EGID. One (1) electronic copy of the administrative reference manual will be provided to EGID.

**F.3.** **Pharmacy Network Download.** Suppliers must have a process for Option Period data to be downloaded to all pharmacy networks no later than December 31 preceding the Plan Year for which the network applies.

**F.4.** **Readiness Reviews.** OMES/CP and EGID may annually conduct scheduled meetings to the Supplier for purposes of testing the readiness of the Supplier.

**F.4.1.** Submission of a proposal in response to this RFP commits the bidding Supplier to cooperate and participate in these reviews, as required by EGID.

**F.4.2.** These reviews will take no more than one (1) business day each. EGID staff members, as well as consultants for the State as needed, will interview appropriate HMO personnel in all major organizational areas, and will perform document and process reviews where appropriate.

**F.4.3.** Details of the schedules, agendas, and content of the readiness review(s) will be distributed to the contracting Suppliers in a timely manner.

**F.4.4.** 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.

## G. ANNUAL REVIEW

**G.1.** After the completion of each Calendar Year, the Supplier must be available upon request to meet with OMES/CP and EGID personnel and consultants to review the Plan's claim experience. The review topics may include, but not be limited to, the following:

**G.1.1.** Medical management initiatives.

**G.1.2.** Summary by reporting division – Displays Claims, CMS Revenue, and Premiums paid by Programs delineated by State, Local Government and Local Education Employers.

**G.1.3.** Claimant characteristics (demographics).

**G.1.4.** Experience by diagnostic grouping, type of service, and claimant cost by age/gender.

**G.1.5.** Large claims report (>$25,000).

**G.1.6.** Plan utilization compared to Supplier's book of business report.

**G.2.** For each contract renewal, each Supplier shall offer the plan in place at the time of the renewal request, plus it may offer an alternative plan design. Supplier is required to provide OMES/CP and EGID any requested updated documentation found in this Solicitation for purposes of the renewal.

## H. QUOTES

### H.1. Premium Quotes

**H.1.1.** Supplier must submit return renewal rates by the first business day in May preceding the plan year requested.

**H.1.2.** Premium Quotes – MAPD Only

**H.1.2.1.** The due date for MAPD rates will be the later of:

**H.1.2.1.1.** August 1 of the year preceding the Plan Year; or

**H.1.2.1.2.** Two (2) business days following CMS deadlines for rebate allocation calculations based upon the release of the CMS national average monthly bid amounts.

### H.2. Administrative Assessment

This fee is determined annually by EGID and is subject to change either up or down. In event of renewals, any change in the administrative assessment will be communicated to the Supplier no later than May 1st of the year preceding the following Plan Year.