



Solicitation Cover Page

1. Solicitation #: 0900000371

2. Solicitation Issue Date: 3/15/2019

3. Brief Description of Requirement:

Requesting competitive proposals with one (1) or more qualified Health Maintenance Organizations (HMOs), Medicare Supplements, and Medicare Advantage Prescription Drug (MAPD) health plans to offer managed care benefits to eligible OEIBA Program participants on behalf of the Employee Group Insurance Division.

Questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES - ISD website and linked on the wiki. Bidders are advised that any questions received after **3:00 P.M. Central Time on April 4, 2019** shall not be answered.

NOTE: On a request for proposal, no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of bidders without pricing.

4. Response Due Date¹: April 23, 2019

Time: 3:00PM CST/CDT

5. Issued By and **RETURN SEALED BID TO**²:

U.S. Postal Delivery Address: 5005 N Lincoln Blvd Ste. 300
Oklahoma City, OK 73105

Common Carrier Delivery Address: 5005 N Lincoln Blvd Ste. 300
Oklahoma City, OK 73105

6. Solicitation Type (type "X" at one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

7. Contracting Officer:

Name: Vanessa Young
Phone: 405-202-3850
Email: Vanessa.Young@omes.ok.gov

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

² If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries



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A. GENERAL PROVISIONS

The following provisions shall apply where and as applicable to this Solicitation.

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.
- A.1.2.** "Amendment" means a written restatement of or modification to a Contract Document executed by both parties.
- A.1.3.** "Bid" means an offer in the form of a bid, proposal or quote a Bidder submits in response to this Solicitation.
- A.1.4.** "Bidder" means an individual or Business Entity that submits a Bid in response to this Solicitation.
- A.1.5.** "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute.
- A.1.6.** "COTS" means software that is commercial off the shelf.
- A.1.7.** "Contract" means this Solicitation, which together with other Contract Documents, as may be amended from time to time, evidences the final agreement between the parties with respect to the contract awarded pursuant to this Solicitation.
- A.1.8.** "Contract Document" means, when executed by all applicable parties as necessary, this Solicitation, the Bid of the awarded Supplier, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.
- A.1.9.** "Closing Date and Time" is 3:00 P.M. Central Time on the date this Solicitation closes.
- A.1.10.** "Interlocal Entity" means, with respect to any state other than Oklahoma, any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of such state government, any political subdivision of such state, and any organization related to any of the foregoing.
- A.1.11.** "OMES - ISD" means the Office of Management and Enterprise Services, Information Services Division, on behalf of the State of Oklahoma.
- A.1.12.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.13.** "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.
- A.1.14.** "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma.
- A.1.15.** "State Entity" means any agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government, any political subdivision of the State, and any organization related to any of the foregoing.
- A.1.16.** "State CIO" is the State Chief Information Officer or designee, in the capacity of the State Purchasing Director for information technology and telecommunications Acquisitions.
- A.1.17.** "Solicitation" means this document inviting Bids for the Acquisition referenced herein.
- A.1.18.** "Supplier" means the Bidder with whom the State enters into the Contract awarded pursuant to this Solicitation.
- A.1.19.** "Utilities" means a Bidder's reusable or pre-existing proprietary intellectual property that forms the basis for a customized or developed software deliverable for the State and which is specifically identified as such by the Bidder in writing prior to execution of the Contract awarded pursuant to this Solicitation.

A.2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a Bid to this Solicitation:

- A.2.1.** The Bidder certifies that the Bidder and its principals or participants:
 - A.2.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;
 - A.2.1.2.** Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.2.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the foregoing offenses enumerated in this certification; and
 - A.2.1.4.** Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.
- A.2.2.** Where the Bidder is unable to certify to any of the statements in the certification above, Bidder shall attach an explanation to the Bid.

A.3. Bid Public Opening

Sealed Bids may be opened upon public request at the time and date specified herein as the Closing Date and Time.

A.4. Late Bid

Bids received by the State after the Closing Date and Time shall be deemed non-responsive and shall not be considered for any resultant award.

A.5. Legal Contract

By submitting a Bid to this Solicitation:

- A.5.1.** Submitted Bids are rendered as a legal offer and when accepted by the State, shall constitute a contract.

- A.5.2.** The Contract Documents resulting from this Solicitation shall have the following order of precedence: this Solicitation, other contract award documents, including but not limited to the Purchase Order, Amendments, required certification statements, change orders, license and other similar agreements; and the successful Bid. In the event there is a conflict between any of the preceding documents, the other contract award documents prevail over this Solicitation, and both the other contract award documents and this Solicitation shall prevail over the successful Bid. If there is a conflict between the terms of any Contract Document and applicable Oklahoma law, rules or regulations, such laws, rules and regulations shall prevail over the conflicting terms of the Contract Document.
- A.5.3.** Any Contract Document related to this Solicitation shall be legibly written or typed.
- A.5.4.** All transactions related to this Solicitation, and any Contract Document related hereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

A.6. Pricing

- A.6.1.** Intentionally Omitted. Not applicable to this Solicitation.
- A.6.2.** Intentionally Omitted. Not applicable to this Solicitation.
- A.6.3.** In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price/contract amount.
- A.6.4.** All costs incurred by the Bidders for Bid preparation and participation in this competitive procurement shall be the sole responsibility of the Bidder. The State of Oklahoma shall not reimburse any Bidder for any such costs.

A.7. Firm Fixed Price

Unless this Solicitation specifies otherwise, a Bidder shall submit a firm, fixed price for the term of the Contract.

A.8. Pricing Requirements

If Bidder pricing does not meet requirements of the section herein titled Price and Cost, the Bid may be considered non-responsive.

A.9. Manufacturers' Name and Approved Equivalents

Intentionally Omitted. Not applicable to this Solicitation.

A.10. Rejection of Offer

The State reserves the right to reject any Bids that do not comply with the requirements and specifications of this Solicitation. A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements of this Solicitation or limit the Bidder's liability to the State. Other possible reasons for rejection of Bids are listed in OAC 260:115-7-32.

Attempts to impose unacceptable conditions on the State, or impose alternative terms not in the best interest of the State shall not be tolerated. Continued attempts to impose unacceptable conditions or terms on the State shall result in a determination of non-responsiveness of the Bid due to lack of compliance with the terms and conditions of negotiation or this Solicitation.

A.11. Award of Contract

- A.11.1.** The State may award the contract to more than one Bidder by awarding the contract(s) by item or groups of items, or may award the contract on an all or none basis, whichever is deemed to be in the best interest of the State of Oklahoma.
- A.11.2.** Contract awards shall be made to the lowest and best Bid(s) unless this Solicitation specifies that best value criteria is being used.
- A.11.3.** In order to receive an award or payments from the State of Oklahoma, Bidder must be registered. The Bidder registration process can be completed electronically through the website at the following link:
<https://www.ok.gov/dcs/vendors/index.php>.
- A.11.4.** Intentionally Omitted. Not applicable to this Solicitation.

A.12. Contract Modification

- A.12.1.** The Contract Documents issued as a result of this Solicitation is under the authority of the State personnel signing the Contract Documents. The Contract may be modified only through a written Amendment, signed by the State.
- A.12.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by OMES - ISD in writing, or that is made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including but not limited to any unauthorized written Amendment, shall be void and without effect, and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

A.13. Delivery, Inspection and Acceptance

Intentionally Omitted. Not applicable to this Solicitation.

A.14. Invoicing and Payment

- A.14.1.** Intentionally Omitted. Not applicable to this Solicitation.
- A.14.2.** State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.14.3.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.14.4.** Intentionally Omitted. Not applicable to this Solicitation.
- A.14.5.** Intentionally Omitted. Not applicable to this Solicitation.

A.15. Audit and Records Clause

- A.15.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Supplier agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.

- A.15.2.** The Supplier is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.16. Non-Appropriation Clause

Intentionally Omitted. Not applicable to this Solicitation.

A.17. Choice of Law and Venue

- A.17.1.** Any claims, disputes or litigation relating to the Contract Documents, singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma, or in the case of an Interlocal Entity, in the state in which the Interlocal Entity is located, without regard to application of choice of law principles.
- A.17.2.** Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents shall be in Oklahoma County, Oklahoma, or in the case of an Interlocal Entity, as agreed to between such Interlocal Entity and Supplier or as otherwise provided by applicable law.

A.18. Termination for Cause

- A.18.1.** Intentionally Omitted. Not applicable to this Solicitation.
- A.18.2.** The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Supplier, when violations are found to be an impediment to the function of the State and detrimental to the cause of a State Entity, when conditions preclude the thirty (30) day notice, or when the State determines that an administrative error occurred prior to Contract performance. Similarly, an Interlocal Entity may terminate its obligations to Supplier immediately upon any of the foregoing conditions in this subsection.
- A.18.3.** If this Contract or certain obligations hereunder are terminated, the State, State Entity or Interlocal Entity, as applicable, shall be liable only for payment for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.19. Termination for Convenience

- A.19.1.** The State may terminate this Contract, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Contract by delivering to the Supplier a notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State. Similarly, an Interlocal Entity may terminate its obligations to Supplier upon a determination by the proper authority for such Interlocal Entity that termination is in the Interlocal Entity's best interest and notice of termination by such Interlocal Entity shall be provided in accordance with the foregoing requirements set forth in this subsection.
- A.19.2.** If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity, or Interlocal Entity, as applicable, shall be liable only for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.20. Insurance

The Supplier shall maintain and promptly provide proof to the State of the following insurance coverage, and any renewals, additions or changes thereto, as long as the Supplier has any obligation under a Contract Document:

- a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b) Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage;
- c) Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including bodily injury and property damage and with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;
- d) Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate; and
- e) Additional coverage required by the State in writing in connection with a particular Acquisition.

A.21. Employment Relationship

This Contract does not create an employment relationship between the parties. Individuals performing services required by this Contract are not employees of the State, a State Entity or an Interlocal Entity and, accordingly, shall not be eligible for rights or benefits accruing to such employees including but not limited to health insurance benefits, workers' compensation insurance, paid vacation or other leave, or any other employee benefit.

A.22. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a Bid to this Solicitation, the Bidder certifies that it is registered and participates in the Status Verification System, available at www.dhs.gov/E-Verify, as required under applicable State law and is in compliance with applicable federal immigration laws and regulations. The Bidder agrees that compliance with the certification set forth in this section shall be a continuing obligation.

A.23. Compliance with Applicable Laws

- A.23.1.** In connection with its performance of obligations under the terms of this Contract, the Bidder certifies compliance with and, if awarded the Contract pursuant to this Solicitation, shall continue to comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:
- a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
 - b) If the payments pursuant to the Contract are expected to exceed \$100,000.00, Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
 - c) Prospective participant requirements set forth at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;

- d) 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Executive Orders 11246 and 11375, Americans with Disabilities Act of 1990;
- e) For Persons entering into a grant or cooperative agreement over \$100,000.00 (as defined at 45 C.F.R. §93.105 and 93.110), Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
- f) Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity; and
- g) Be registered as a business entity licensed to do business in the State, (registration through the Oklahoma Secretary of State at <https://www.sos.ok.gov>), have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable.

A.23.2. The Supplier shall maintain all applicable licenses and permits required in association with its obligations hereunder.

A.23.3. The Supplier shall inform its employees, agents and proposed subcontractors who perform services for the State under this Contract of the Supplier's obligations hereunder and shall require compliance accordingly. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations hereunder.

A.24. Gratuities

The rights of Supplier under the terms of this Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State or Interlocal Entity employee directly involved in this Contract. In addition, a Supplier determined to be guilty of such a violation may be suspended or debarred.

A.25. Preclusion from Resulting Contracts

Any Bidder that has provided any consulting services or technical assistance that resulted in any specifications or concepts in this Solicitation, either directly or indirectly, is precluded from being awarded the Contract and from securing a sub-contractor that has provided such services.

A.26. Mutual Responsibilities

The State and Supplier agree that:

- A.26.1.** Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.
- A.26.2.** This is a non-exclusive Contract and each party is free to enter into similar agreements with others.
- A.26.3.** Each party grants the other only the licenses and rights specified in the Contract Document and all other rights and interests are expressly reserved.
- A.26.4.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either party is required under this Contract, such action shall not be unreasonably delayed or withheld

A.27. Background Checks and Verifications

At the sole discretion of the State, State Entity or Interlocal Entity, as applicable, employees of the Supplier and any subcontractor of the Supplier may be subject to background checks. If background check information is requested, the Supplier must submit, or cause to be submitted, the required information in a timely manner and the Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State, State Entity or Interlocal Entity.

A.28. Confidentiality

- A.28.1.** The Supplier shall maintain strict security of all State data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and state laws, rules, regulations and policies and shall use any such data or records only as needed by Supplier for performance of its obligations hereunder. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Supplier utilizes a permitted subcontractor, Supplier shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Supplier, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.

A.28.2. Intentionally Omitted. Covered in B.11 and attached Business Associate Agreement.

A.29. Unauthorized Obligations

At no time during the performance of this Contract shall the Supplier have the authority to obligate any other party hereto for payment of any goods or services over and above those set forth in this Contract. If the need arises for goods or services over and above the products, Supplier shall cease the project and contact the appropriate procuring entity for written approval prior to proceeding.

A.30. Electronic and Information Technology Accessibility

Supplier shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at http://www.ok.gov/cio/documents/isd_itas.pdf and Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If the products will require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to state bids, request for proposals, statements of work, riders, agreements, purchase orders and Amendments. Accordingly, in each statement of work or similar document issued pursuant to this Contract, Supplier shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

All representations contained in the VPAT provided will be relied upon by the State for accessibility compliance purposes.

A.31. Patents and Copyrights

- A.31.1.** Without exception, the products prices shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent or copyright.
- A.31.2.** If a third party claims that any portion of the products provided by Supplier under the terms of this Contract infringes that party's patent or copyright, the Supplier shall defend the State against the claim at the Supplier's expense and pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the State, provided

the State (i) promptly notifies the Supplier in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.

A.31.3. If such a claim is made or appears likely to be made, the Supplier shall enable the State to legally continue to use, or modify for use, the portion of products at issue or replace such potential infringing products with at least a functional non-infringing equivalent. If the Supplier determines that none of these alternatives is reasonably available, the State shall return such portion of the products at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other products which are rendered materially unusable as intended due to removal of the portion of products at issue.

A.31.4. Supplier has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Supplier, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Supplier; (ii) a program's use in other than its specified operating environment; (iii) the combination, operation, or use of a product with other products not provided by Supplier as a system or (iv) infringement solely by a non-Supplier product that has not been provided to the State by, through or on behalf of the Supplier as opposed to its combination with products Supplier provides to or develops for the State as a system.

A.32. Assignment

Supplier's obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld in its sole discretion. Rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.

A.33. Severability

If any provision for this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

A.34. Paragraph Headings

The headings used in this Contract are for convenience only and do not constitute part of the Contract.

A.35. Failure to Enforce

Failure by the State, as applicable, at any time to enforce a provision of, or exercise a right under, any Contract Document shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State to enforce any provision of, or exercise any right under, a Contract Document at any time in accordance with its terms. Likewise, a waiver of a breach of any provision in a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in a Contract Document.

A.36. Conflict of Interest

A.36.1. Bidder must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another Supplier involved in the development of a Bidder's response to this Solicitation. Any conflict of interest shall, at the sole discretion of the State, be grounds for rejection of the Bid or termination of project involvement.

A.36.2. In addition to any requirement of law or through a professional code of ethics or conduct, the Supplier and the Supplier's employees performing services for the State are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, without prior written approval of the State, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interest of the State as long as the Supplier has an obligation under this Contract. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State.

A.37. Limitation of Liability

To the extent any limitation of liability in any Contract Document is construed by a court of competent jurisdiction to be a limitation of liability in violation of applicable law, such limitation of liability shall be void.

A.38. Media Ownership (Disk Drive and/or Memory Chip Ownership)

Intentionally Omitted. Not applicable to this Solicitation.

A.39. Offshore Services

No offshore services are provided for under this Contract. State data shall not be used or accessed internationally, for troubleshooting or any other use not specifically provided for herein without prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State.

A.40. Failure to Provide

The Supplier's repeated failure to provide defined services, without reasonable basis as determined in the sole discretion of the State CIO, shall constitute a material breach of the Supplier's obligations, which may result in partial or whole cancellation of the Contract.

A.41. Agency Policies

The Supplier's employees and/or sub-contractors must adhere to the applicable State policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the Supplier to review and relay State policies covering the above to the consulting staff.

A.42. Compliance with Technology Policies

The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at:

www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf

A.43. High Technology System Performance and Upgrades

Intentionally Omitted. Not applicable to this Solicitation.

A.44. Emerging Technologies

Intentionally Omitted. Not applicable to this Solicitation.

A.45. Ownership Rights

Intentionally Omitted. Not applicable to this Solicitation.

A.46. Source Code Escrow – Reference Title 62 O.S. § 34.31

Intentionally Omitted. Not applicable to this Solicitation.

A.47. Right to Renegotiate

Prior to exercising the State’s right to cancel this Contract, the State may renegotiate the Contract for the purpose of obtaining more favorable terms for the State, provided that the term of the Contract is not modified.

A.48. Used or New Products

Intentionally Omitted. Not applicable to this Solicitation.

A.49. Publicity

The award of this Contract to Supplier is not in any way an endorsement by the State of Supplier or the products and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this Contract wherein the State’s name is mentioned or language used from which the connection of the State’s name therewith may, in the State’s judgment, be inferred or implied as an endorsement. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of the State.

A.50. Mandatory and Non-Mandatory Terms

- A.50.1.** Whenever the terms “shall”, “must”, “will”, or “is required” are used in this Solicitation, the specification being referred to is a mandatory specification of this Solicitation. Failure to meet any mandatory specification may cause rejection of a Bid.
- A.50.2.** Whenever the terms “can”, “may”, or “should” are used in this Solicitation, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

A.51. Non Tobacco – Smoke Free

By order of the Governor's Executive Order 2012-01, effective August 06, 2012 the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

A.52. OMES - ISD / Agency Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES - ISD is the entity designated to purchase information technology assets on behalf of the State of Oklahoma. The Act directs OMES - ISD to acquire necessary hardware and software, and directs OMES - ISD to authorize the use of these assets by other State agencies. OMES - ISD, as the owner of information technology assets on behalf of the State of Oklahoma, allows other State agencies to use these assets while retaining ownership and the right to reassign them upon written notification to the Supplier.

A.53. Acceptance of Solicitation Content

Unless otherwise provided in Section One of the Bidder’s response to this Solicitation, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all terms and conditions contained in this Solicitation. Upon award of any contract to the successful Bidder, the contents of this Solicitation shall become contractual obligations between the parties. Failure to provide all proposed Amendments to the terms and conditions contained in this Solicitation of the Bid may cause the Bid to be rejected from consideration for award.

A.54. Special Provisions

Special Provisions apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Contract Term, Renewal and Extension Option

- B.1.1.** Contract Period is January 1, 2020 through December 31, 2020. The awarded contract agreement binds the Supplier as of the date of award to provide services, as awarded, for Plan Year 2020 (January 1, 2020 through December 31, 2020).
- B.1.2.** Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). By mutual consent of the parties hereto, it is intended that there shall be two (2) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.
- B.1.3.** After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier's performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier.
- B.1.4.** The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Supplier in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.
- B.1.5.** In the alternative, the State CIO reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.

B.2. Definitions

- B.2.1.** "Business Associate" shall have the meaning given to Business Associate under the Privacy Rule, including, but not limited to, 45 CFR § 160.103.
- B.2.2.** "Business Associate Agreement" is the contract between an entity covered under HIPAA and its Business Associate as required under the Privacy Rule, including (but not limited to) 45 CFR § 164.502(e)(2).
- B.2.3.** "Contract" shall mean the definition of contract as defined in Section A5.
- B.2.4.** "CMS" shall mean Centers for Medicare and Medicaid Services.
- B.2.5.** "DBC" EGID Director of Benefits Contracting
- B.2.6.** "EGID" means Employees Group Insurance Division of the Office of Management and Enterprise Services. It shall also have the meaning given to the term 'Covered Entity' under the Privacy Rule, including, but not limited to, 45 CFR § 160.103 for purposes of this Business Associate Agreement only and to the extent required by law.
- B.2.7.** "HIPAA" refers to the Health Insurance Portability and Accountability Act of 1996 and includes any regulations promulgated pursuant thereto.
- B.2.8.** "HMO" means Health Maintenance Organization.
- B.2.9.** "MAPD" means Medicare Advantage Prescription Drug plan.
- B.2.10.** "MSP" means Medicare Supplement Plan.
- B.2.11.** "OEIBA" means the Oklahoma Employees Insurance and Benefits Act, 74 O. S. (2011) §1301, et seq.
- B.2.12.** "OEIBA Program" means those benefits available to eligible participants through the OEIBA.
- B.2.13.** "OEIBB" means the Oklahoma Employees Insurance and Benefits Board, established by the OEIBA.
- B.2.14.** "OMES" means the Office of Management and Enterprise Services.
- B.2.15.** "OMES/CP" means the Office of Management and Enterprise Services, Central Purchasing.
- B.2.16.** "PCP" means Primary Care Physician.
- B.2.17.** "PGP" means Pretty Good Privacy.
- B.2.18.** "RFP" means Request for Proposal
- B.2.19.** "DPP" Diabetes Prevention Program
- B.2.20.** "Supplier" – Individual, company or corporation that supplies the expertise required in this solicitation. This term used interchangeably with "Vendor" or "Bidder".

B.3. Contract Type

This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

B.4. Contract Defined

- B.4.1.** This solicitation together with the Supplier's response, exhibits, written questions and clarifications, amendments or revisions signed by both parties and presented to OMES/CP and the purchase, and any Addendum to the contract constitute the entire and final agreement between EGID and the Supplier relating to the rights granted and the obligations assumed by the parties and is the Contract, when OMES/CP awards the Contract to the successful Supplier(s). This clause supplements section A.5. Any Addendum to the contract or revisions signed by both parties and presented to OMES/CP shall take precedence over other contract documents.
- B.4.2.** Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this solicitation and the Supplier's response thereto, not expressly set forth, are of no force or effect.

B.5. Acceptance of Offer

- B.5.1.** The submission of a solicitation shall constitute a binding offer to perform those services described within the RFP.
- B.5.2.** By submitting a solicitation response, the Supplier(s) agrees that it waives its rights to claims for damages against the Office of Management Enterprise Services Group Insurance Department (EGID) because of any misunderstanding or misrepresentation of the specifications in the RFP or because of any misinformation or lack of information in the RFP.

- B.5.3.** The Supplier(s) must affirm their understanding of all contractual provisions and agree to those provisions for the duration of the contract.

B.6. Termination

- B.6.1.** The State may terminate the contract in whole or in part, whenever it determines that a Supplier or its subcontractors has failed to maintain the quality of its services provided for by this Contract to the satisfaction of the State.
- B.6.2.** The State may terminate this Contract for cause upon giving the Supplier sixty (60) days' notice prior to the date of termination. The State shall provide the Supplier with a thirty (30) day written notification of termination.
- B.6.3.** The State may terminate the Contract immediately, without a 30-day written notice to the Supplier, when a violation(s) is found to be an impediment to the State.
- B.6.4.** Following the effective date of termination, this Contract shall be of no further force and effect, except that each party shall remain liable for any obligations or liabilities arising from activities carried on by it hereunder prior to the effective date of termination of this Contract.
- B.6.5.** The contract shall not be cancelled by any Supplier for any reason during the contract period. This supersedes Section A.18.1.
- B.6.6.** These terminations clauses are in addition to Sections A.18 and A.19.

B.7. Costs Incurred

OMES/CP and EGID specifically assumes no responsibility for expenses incurred by the Supplier in the submission or review of any proposal in response to this RFP, in making an oral presentation, in providing a demonstration, or in performing any other related activities. All such costs shall be the Supplier's responsibility, whether or not a contract is awarded.

B.8. Appropriated Funds

The parties understand and agree that none of the sums to be paid under this Contract are appropriated funds. Should there be a revenue shortfall, EGID shall not seek appropriations and shall not use appropriated funds to pay for this obligation. The most recent financial statement of EGID is posted on EGID's website: www.ok.gov/sib/ (go to "About EGID", then 2016 Annual Report Statement).

B.9. Records

The Supplier shall maintain records, according to Federal laws relating to the services it is performing under this contract. OMES/CP and EGID shall have the right at any time to review and copy such records upon request. OMES/CP and EGID understands the Supplier will not release confidential protected member information. The Supplier agrees to provide OMES/CP and EGID, upon request, de-identified summary health information, information related to the member's enrollment or disenrollment, or records regarding compliance and policy matters. This is in addition to Section A.15.

B.10. Electronic and Information Technology Accessibility (EITA) Standards

- B.10.1.** Supplier shall comply with federal and State laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at http://www.ok.gov/cio/documents/isd_itas.pdf. and shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT.
- B.10.2.** If Products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum. Accordingly, in each statement of work or similar document issued pursuant to the Addendum, Supplier shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.
- B.10.3.** The Supplier shall indemnify and hold harmless the State of Oklahoma and any Oklahoma governmental entity purchasing the product, system or application developed and/or customized by the Supplier from any claim arising out of the Supplier's obligations under this contract.

B.11. Confidentiality and HIPAA Compliance

- B.11.1.** Supplier agrees to comply with HIPAA regulations and assumes the responsibilities of a "Covered Entity" as defined by HIPAA with regard to the State of Oklahoma and all the employees and dependents who enroll and participate in Supplier's insurance plan(s).
- B.11.2.** Supplier is solely responsible for the consequences of any act or omission on its part not in compliance with HIPAA.
- B.11.3.** Supplier shall dedicate an experienced networking specialist to serve as a liaison to EGID for network related issues.
- B.11.4.** Electronic Protected Health Information (EPHI) which could include eligibility files, reports, pre-edits and other transactional data shall be encrypted when transmitted in any manner outside of the EGID protected (trusted) network.
- B.11.5.** EGID utilizes Pretty Good Privacy (PGP) as its standard data file encryption methodology with both public and private keys. Data file transmissions will be performed utilizing the SFTP (FTP over SSH) protocol. Transmissions can occur over ports that are either standard or non-standard.
- B.11.6.** Data files prepared for transmission to and from EGID must remain encrypted at rest. This includes files stored on FTP servers and portable media (ex: flash drives, CD, and DVD media).
- B.11.7.** All email shall be encrypted using the TLS protocol between email servers unless an encrypted VPN tunnel has been established.

B.12. Ownership of Data

- B.12.1.** Although EGID is subject to the Oklahoma Open Records Act, 51 O.S. (2011) § 24A.1, EGID maintains documents and information that are considered confidential by law, 74 O.S. (2011) §§ 1322 and 3113.1. In connection with this Contract, the Supplier will have access to information that is considered confidential.
- B.12.2.** The Supplier warrants and represents that such confidential information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by the Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assignees, subcontractors, independent contractors, successors, or any other persons or entities without EGID's express written permission. The Supplier shall instruct its agents, representatives, subcontractors and/or independent contractors that they shall not use or disclose such confidential information to any other person or entity without the express written permission of EGID, except as absolutely

necessary for Supplier to render services under this Contract or as required by law. The Supplier warrants and represents that it has a tested and proven system in effect to protect all confidential information as defined herein.

- B.12.3.** The Supplier agrees that EGID possesses exclusive property rights to the records and data designated herein as confidential information on behalf of EGID members. EGID "Confidential Information" includes the records and resulting data generated from the confidential information of all EGID members, retirees, and beneficiaries in any plan administered by EGID and all other related information that is subject to protection from disclosure pursuant to Oklahoma or federal law, including, without limitation all privacy protections as provided in and in the "Privacy Rule" adopted pursuant to HIPAA.
- B.12.4.** The Supplier shall immediately report to EGID any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any confidential information of which it or its subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to EGID full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist EGID in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with EGID in connection with any litigation and investigation deemed necessary by EGID to protect any confidential information and shall bear all costs associated with the investigation, response and recovery in connection with any breach of confidential information including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services. The Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of confidential information.
- B.12.5.** The Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any confidential information to others may cause immediate and irreparable harm to EGID and/or HealthChoice members and may violate state or federal laws and regulations. If the Supplier or its affiliates, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, EGID will immediately be entitled to injunctive relief and/or any other rights or remedies available to EGID under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.
- B.12.6.** During the term of this Contract, the Supplier agrees that EGID is granted access to all EGID Confidential Information in the possession of the Supplier and upon EGID request, the Supplier shall deliver to EGID a copy of any specified EGID confidential information and data that the Supplier prepared, developed and/or stored by the Supplier as part of this contract.
- B.12.7.** Prior to the expiration, or upon the earlier termination of this Contract, the Supplier shall provide EGID all confidential information and data as defined herein within the Supplier's possession in the form of hard copy and/or electronic storage media. This paragraph does not apply to the Supplier's proprietary formats or systems that contain the confidential information or proprietary documents pertaining to the operation of the Supplier's business. The Supplier may retain copies of those records or documents that it considers necessary for proof of performance.
- B.12.8.** This entire Section shall survive any termination, renewal, extension or amendment of this Contract.

B.13. Fiduciary

The Supplier shall become a fiduciary to EGID as defined at 74 O. S. (2011) §1305.2.

B.14. Hold Harmless

The Supplier shall be responsible for the work, direction, and compensation of Supplier employees, agents and subcontractors. Neither the Supplier nor the State of Oklahoma shall be liable, directly or indirectly, for the work and direction of the Supplier employees, agents or subcontractors. The Supplier 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 the Supplier employees, agents, and subcontractors of the Supplier against the Supplier; negligent or willful acts of the Supplier its employees or agents in performance of this contract; acts, omissions or liabilities of the Supplier acting in any capacity that relate to the contract; and damages, costs, fines or penalties arising from HIPAA violations committed by the Supplier 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.

B.15. Contract Obligations and Enforcement

The Supplier understands that by bidding on the RFP, it assumes a legal obligation to perform in good faith according to the terms specified in this RFP during the entire contract period. Suppliers who fail to so perform are hereby notified that EGID reserves the right to undertake all measures, including legal proceedings, to protect the interests of the parties to and the beneficiaries under this agreement.

B.16. EGID Designation of Personnel

EGID may designate EGID personnel to administer any of the terms or conditions of this contract and any and all duties or acts required of EGID.

B.17. Severability

The terms and provisions of this Contract shall be deemed to be severable one from the other, and any determination at law or in a court of equity that one term or provision is unenforceable, shall have no effect on the remaining terms and provisions of this Contract, or any one of them, in accordance with the intent and purposes of the parties.

B.18. Notices Required by Contract

- B.18.1.** Any notice required by the terms of this Contract, shall be provided in writing and (1) mailed by the United States Postal Service (USPS), postage prepaid, certified mail, return receipt requested; or, (2) delivered by an overnight delivery company with written delivery confirmation, or, (3) hand delivered with written delivery confirmation. Notices shall be addressed to EGID Director of Benefits Contracting, 3545 N.W. 58th Street, Suite 600, Oklahoma City, OK 73112, or the Supplier at the address listed on the purchase order.
- B.18.2.** Such notices shall become effective on the date of delivery or the date specified within the notice, whichever comes later. Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

B.19. Evidence of Compliance with Oklahoma Insurance Department Requirements

The Supplier shall furnish evidence that it complies with all requirements imposed by the Oklahoma Insurance Department necessary for it to provide the services herein.

B.20. Force Majeure

Neither party shall be liable for any delay or failure of performance under this contract due to an act of God, or due to war mobilization, insurrection, rebellion, riot, sabotage, explosion, fire, flood or storm.

B.21. Assignments

This contract shall not be assigned in whole or in part without prior written approval by OMES/CP and EGID.

B.22. Federal Exclusion List

The Supplier affirms and agrees that it complies with the federal statutes and regulations concerning persons who are listed on the Excluded Parties List System maintained by the General Services Administration, or excluded from receiving payment from federal government programs by the Department of Health and Human Services, Office of Inspector General.

B.23. Obligations of Permitted Subcontractor

B.23.1. If the Supplier is permitted to utilize subcontractors in support of this Contract, the Supplier shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Supplier in connection with provision of the products, the Supplier shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

B.23.2. All payments for products shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor.

B.24. Notice for Changes that Impact Shared Business Processes

The Supplier must verify and commit that during the length of the contract, it shall provide no less than thirty (30) day notice to EGID prior to performing changes, fixes, modifications and enhancements that may impact the exchange of eligibility or any other shared business processes. The Supplier must also 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 both parties mutually agree the changes are ready to be put into production.

B.25. No Commissions

The Supplier shall agree that 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,

B.26. Conflict

The Supplier shall disclose any apparent or potential conflict of interest with any state employee and shall not cause a state employee to violate 74 O.S. 2011 §85.3. The Supplier shall not engage in conduct that violates or induces others to violate provisions of any state or federal law 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. 2011 §85.3.

B.27. Fraud, Waste & Abuse Compliance Program

The Supplier acknowledges EGID's Fraud, Waste & Abuse Compliance Program. The compliance program can be viewed at <http://www.ok.gov/sib/> (Go to About EGID, click on Fraud, Waste and Abuse, then Compliance Plan.). The Supplier must include in its Fraud, Waste & Abuse training efforts at least one hour annually of training for applicable Supplier employees.

B.28. Supremacy of State Statutes

This Contract is subject to all applicable Oklahoma State Statutes, EGID Rules and Administrative Directives. The Supplier shall comply with the American Disabilities Act. Any provision of this Contract that is not in conformity with existing or future legislation shall be considered amended to comply with such legislation. Federal laws, regulations and rules applicable to the OEIBA Program preempt all State laws and regulations, except for State licensing laws and State laws relating to plan solvency.

B.29. Minor Deficiencies

The State purchasing Director has the right to waive minor deficiencies or informalities in a proposal provided that the best interest of the State would be served without prejudice to the rights of the other Suppliers.

B.30. Public Bid Opening

Upon request for a public bid opening, only the name(s) of the qualified Supplier(s) shall be revealed; neither price nor proposal content shall be revealed and made public until notice of intent to award is announced by OMES/CP and EGID.

B.31. Notification of Award

Notification shall be made to the successful Suppliers by issuance of a purchase order. Public information releases pertaining to this project shall not be made without prior written approval by EGID.

B.32. Information from One Supplier Concerning Another Is Prohibited

Suppliers are advised that EGID is not interested in, nor shall it consider, allegations of lack of qualification or of impropriety made or initiated by any Supplier concerning another Supplier at any point during the solicitation process. Inclusion of such information in the RFP response or communication of such information to any state officials, state staff or its Suppliers after RFP submission may 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.

B.33. Cancellation of Procurement

EGID reserves the right to cancel this procurement activity at any time and for any reason as determined to be in the best interest of the State.

B.34. Withdrawal

Before the opening date and time of this solicitation, a submitted response may be withdrawn by a written request signed by the proposer to the Contracting Officer listed on the front page of the solicitation packet.

B.35. Revisions to the RFP

EGID may at any time hereafter modify this RFP for purposes of enumerating, defining, and clarifying services, duties and functions, but not to add new services, duties or functions.

B.36. Conflict of Interest

The Supplier shall disclose any apparent or potential conflict of interest with any state employee and shall not cause a state employee to violate 74 O.S. 2011 §85.3. The Supplier shall not engage in conduct that violates or induces others to violate provisions of any state or federal law 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. 2011 §85.3.

B.37. Manufacturer Accessibility VPAT Website

The Supplier may provide a URL link for a website maintained by the Supplier or product manufacturer which provides VPAT's for all products offered through the Contract.

B.38. Commercial Off-The-Shelf (Cots) Software

In the event that Supplier specifies terms and conditions or clauses in an electronic license agreement notice that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

B.39. Supplier Services

The State of Oklahoma shall not guarantee any minimum or maximum amount of the Supplier services that may be required under this Contract.

B.40. Hosting Services

The additional provisions of Attachment B-1, attached hereto and incorporated herein, apply to hosting services provided by or on behalf of Supplier.

Attachment B-1
Additional Contract Terms Related to Hosting Services

The parties agree to the following provisions in connection with any Customer Data stored or hosted by or on behalf of Supplier in connection with the Contract. Unless otherwise indicated herein, capitalized terms used in this Attachment without definition shall have the respective meanings specified in the Contract.

I. Definitions

- a. "Customer Data" shall mean all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier.
- b. "Data Breach" shall mean the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.
- c. "Non-Public Data" shall mean Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.
- d. "Personal Data" shall mean Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) contains electronic protected health information that is subject to the Health Insurance Portability and Accountability Act of 1996, as amended.
- e. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the hosted environment used to perform the services.

II. Customer Data

- a. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Supplier shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).
- b. Supplier shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the hosted environment. Supplier shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
- c. Supplier will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

III. Data Security

- a. Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the hosted environment and Customer Data and to protect against both unauthorized access to the hosting environment, and unauthorized communications between the hosting environment and the Customer's browser. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.
- b. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data.
- c. Supplier represents and warrants to the Customer that the hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Supplier, Supplier will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.
- d. Supplier shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Supplier shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.

- e. Supplier shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.
- f. Supplier shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. Supplier may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
- g. Any remedies provided in this Attachment are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

IV. Security Assessment

- a. The State requires any entity or third-party vendor hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards during the term of the contract, including renewals, constitutes a material breach.
- b. **To the extent Supplier requests a different sub-contractor than the third-party hosting vendor already approved by the State, the different sub-contractor is subject to the State's approval.** Supplier agrees not to migrate State's data or otherwise utilize the different third-party hosting vendor in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party hosting vendor's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party hosting vendor does not meet the State's requirements under the State Certification and Accreditation Review, Supplier acknowledges and agrees it will not utilize the third-party vendor in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

V. Security Incident or Data Breach Notification: Supplier shall inform Customer of any Security Incident or Data Breach.

- a. Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.
- b. Supplier shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
- c. Supplier shall: (i) maintain processes and procedures to identify, respond to and analyze Security Incidents; (ii) make summary information regarding such procedures available to Customer at Customer's request, (iii) mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Supplier; and (iv) documents all Security Incidents and their outcomes.
- d. If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

VI. Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Supplier.

- a. Supplier, unless stipulated otherwise, shall promptly notify the Customer identified contact within 2 hours or sooner, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach. Supplier shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- b. Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal data and Non-Public Data or otherwise prevent its release, Supplier shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Supplier based on root cause.
- c. If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

VII. Notice: In addition to notice requirements under the terms of the Contract otherwise, contact information for Customer for notifications in connection with hosting services provided by Supplier are:

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

And

Chief Information Security Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

And

OMES Information Services General Counsel
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

VIII. Supplier Representations and Warranties: Supplier represents and warrants the following:

- a. The product and services provided in connection with hosting services do not infringe a third party's patent or copyright or other intellectual property rights.
- b. Supplier will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.
- c. The execution, delivery and performance of the Contract and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Supplier will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third parties retained or utilized by Supplier to provide goods or services for the benefit of the Customer.
- d. Supplier shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

IX. Indemnity

- a. Supplier's Duty of Indemnification. Supplier agrees to indemnify and shall hold the State of Oklahoma and State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees) (collectively "Damages") (other than Damages that are the fault of Customer) arising from or in connection with Supplier's breach of its express representations and warranties in this Hosting Agreement and the Contract. If a third party claims that any portion of the products or services provided by Supplier under the terms of the Contract or this Hosting Agreement infringes that party's patent or copyright, Supplier shall defend and indemnify the State of Oklahoma and Customer against the claim at Supplier's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State of Oklahoma and/or Customer. The State of Oklahoma and/or Customer shall promptly notify Supplier of any third party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State of Oklahoma does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify Customer and the State of Oklahoma for all associated costs, damages and fees incurred by or assessed to the State of Oklahoma and/or Customer. Should the software become, or in Supplier's opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with hosting services, Supplier may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

X. Termination and Suspension of Service:

- a. In the event of a termination of the contract, Supplier shall implement an orderly return of Customer Data in a mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State Data.
- b. During any period of service suspension, Supplier shall not take any action to intentionally erase any Customer Data.
- c. In the event of termination of any services or agreement in entirety, Supplier shall not take any action to intentionally erase any Customer Data for a period of:
 - i. 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - ii. 30 days after the effective date of termination, if the termination is for convenience
 - iii. 60 days after the effective date of termination, if the termination is for cause

After such period, Supplier shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

- d. The State shall be entitled to any post termination assistance generally made available with respect to the services.
- e. Supplier shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer within thirty (30) calendar days of its request for disposal of data.

C. SOLICITATION SPECIFICATIONS

C.1. Statement of Purpose

- C.1.1.** The OMES/CP, on behalf of EGID, intends to solicit competitive proposals on a non-exclusive basis with one or more qualified Health Maintenance Organizations (HMOs), Medicare Supplements, and Medicare Advantage Prescription Drug (MAPD) health plans to offer managed care benefits to eligible OEIBA Program participants. The 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 OEIBA Program members living outside the state of Oklahoma. All proposals must be submitted in accordance with the policies, procedures, requirements, and dates set forth below.
- C.1.2.** Bid Combination Specifications
- C.1.2.1.** The Supplier shall offer only one of the following bid combinations:
- C.1.2.1.1.** HMO and Medicare Supplement
 - C.1.2.1.2.** HMO and MAPD
 - C.1.2.1.3.** HMO and Medicare Supplement and MAPD
 - C.1.2.1.4.** Standalone national MAPD
- C.1.2.2.** A Supplier with a current contract with the OEIBA Program is required to offer the current plan design for this solicitation. In addition, it may offer an alternative plan design. Only one plan design will be selected.
- C.1.2.2.1.** 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. OEIBA Program may request updated documentation found in this Solicitation to review for purposes of the renewal.
- C.1.2.3.** For all plans offered to pre-Medicare employees, excessive pricing shall result in rejection of the bid combination. A rejection of a Supplier's HMO plan shall result in the elimination of the entire bid combination.
- C.1.2.3.1.** For purposes of evaluating "excessive pricing", refer to Attachment 42.
- C.1.2.4.** A Supplier shall offer only one single bid combination. If a Supplier offers more than one bid combination for this Solicitation, all of the Supplier's bid combinations will be automatically rejected.
- C.1.3.** To participate, Suppliers must offer an HMO option meeting the Solicitation Specifications, unless the Supplier submits the bid as a standalone MAPD offer.
- C.1.4.** Suppliers may offer a commercial plan for current employees and a Medicare Advantage plan for retirees.
- C.1.5.** Requirements and limitations on the plans to be offered under this solicitation include:
- C.1.5.1.** To participate, Suppliers must offer an HMO option meeting the Solicitation Specifications, unless the Supplier submits the bid as a standalone MAPD offer.
 - C.1.5.2.** Suppliers may offer a commercial plan for current employees and a Medicare Advantage Prescription Drug plan for retirees. Suppliers shall not offer an HMO or a Medicare Supplement on a standalone basis for this RFP.
 - C.1.5.3.** MAPD plans must be qualified by the Centers for Medicaid Services, hereinafter "CMS" and must be qualified and accepted according to the OMES/EGID Supplier's process to offer these services to eligible participants.
 - C.1.5.4.** The Supplier may submit either an MAPD HMO or an MAPD PPO response to this RFP, but not both.
 - C.1.5.5.** In accordance with State law under 74 O.S. §1366.1, if the Supplier additionally offers a Medicare Supplement benefit to any population within the state of Oklahoma other than the one within the OEIBA Program, it must also offer a Medicare Supplement benefit within this Program in accordance with the Solicitation Specifications.

C.2. 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.

C.3. Identification of EGID

- C.3.1.** EGID was established by, and operates pursuant to, the OEIBA.
- C.3.2.** 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.
- C.3.3.** Pursuant to legislative authority, EGID adopts Rules that set forth the eligibility, type of participation and benefit guidelines for all participating employers. A copy of the official agency Rules is on file with the Office of the Secretary of State beginning at 260:45-1-1, or the Rules may be found on EGID's website at <http://www.omes.ok.gov>, under "Services" tab, select "Employees Group Insurance Division". Click on "About EGID" and then click on "Administrative Rules".

C.4. Identification of the Program

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 health benefit choices for the eligible participating population. Currently, there are approximately 900 participating employers, each with unique Section 125 plans.

C.5. Identification of OEIBA Program Participants

- C.5.1.** Health 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, employee insurance coverage is optional. Current employees are permitted to waive health coverage.

C.5.2. As of January 31, 2019 the OEIBA Program included:

Category	Total Lives	Primary	Dependents
Medicare	38,562	34,170	4,392
Current employees	173,445	107,138	66,307
Pre-Medicare former employees	8,352	6,682	1,670

C.6. Specifications Applying to All Proposals (HMO, Medicare Supplement, MAPD)

C.6.1. Eligibility Transmission

- C.6.1.1. 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.
- C.6.1.2. The Supplier must accept EGID's eligibility file layout as described in Attachment 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.
 - C.6.1.2.1. New member/dependent enrollment
 - C.6.1.2.2. Member/dependent termination/disenrollment
 - C.6.1.2.3. Member/dependent adding and/or dropping various benefits
 - C.6.1.2.4. Eligibility changes due to ESRD determinations
 - C.6.1.2.5. Member moves between participating employer groups
 - C.6.1.2.6. Dependent moves from participating primary member to another primary member
 - C.6.1.2.7. Member/dependent status changes from current to pre-Medicare or COBRA status
 - C.6.1.2.8. Member/dependent becomes eligible for Medicare
 - C.6.1.2.9. A lapse is added to a member/dependent coverage
 - C.6.1.2.10. Member address changes
- C.6.1.3. 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.
- C.6.1.4. The Supplier will be required to maintain its eligibility records from the data provided in a timely and accurate manner.
- C.6.1.5. 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.
 - C.6.1.5.1. Response time: Urgent Workflow issues should be resolved within two business hours of receipt. If the issue cannot be resolved within 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.
 - C.6.1.5.2. Response time: Non-urgent Workflow issues should be resolved within two business days of receipt.
 - C.6.1.5.3. 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.
- C.6.1.6. 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. 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.
- C.6.1.7. Information on eligibility reconciliation will also be furnished on a quarterly basis upon request of Supplier.
- C.6.1.8. 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.
 - C.6.1.8.1. 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.
 - C.6.1.8.2. 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.

C.6.2. Premium Accounting

- C.6.2.1. EGID will communicate all eligibility data and remit all premium dollars to carriers. EGID remits premiums to Suppliers based on enrolled members.
- C.6.2.2. 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.

- C.6.2.3. 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.
- C.6.2.4. The Supplier shall provide EGID premium reporting as required in Attachment 29. A verification procedure will be used for compliance.
- C.6.2.5. Monthly discrepancy reports received by EGID should not go back further than the month being reconciled. Discrepancies older than 60 calendar days from premium remittance date for HMO or MSP or 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. See Attachment 29.

C.6.3. Reporting

- C.6.3.1. The statistical information contained throughout this RFP 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. EGID and the State shall not be liable for any damages resulting from inaccuracies contained in statistical information.
- C.6.3.2. The Supplier shall deliver all reports listed in Attachment 27 in the **exact** format, frequency, timeframe and to the intended recipient noted in the list or as otherwise instructed by EGID. The reports shall include subgroups, which at a minimum are current employees, COBRA, retirees not eligible for Medicare, and retirees eligible for Medicare. A verification procedure will be used for compliance.
- C.6.3.3. The OEIBB is interested in increased OEIBA Program transparency to the public. Indicate (by report number in Attachment 27) which of the reports the Supplier already makes public in some form or to which the Supplier agrees to allow the OEIBB to make summary data public at its quarterly Board meetings.
- C.6.3.4. The Supplier shall deliver Attachment 37 upon request for individual employer data requests, on an incurred basis. Data will be provided to the employer in aggregate so the individual health plan will not be identified. The template represents the maximum amount of information that will be requested. In all cases, the Supplier will only be asked for the minimum amount of data necessary to meet the employer's request. Often, this will be no more than the "Medical and Pharmacy" section of the tab labeled "Experience" along with the same year section of the tab labeled "Request #1a".
- C.6.3.5. **Failure to Abide by Reporting Guidelines.** Suppliers meeting the requirements outlined in 36 O.S. 6901 et seq. are required to submit HMO Utilization Experience Data as specified within this RFP. The specification made in prior years shall not serve as precedent for specifications that may be specified in this RFP. Failure to abide by reporting guidelines may result in one or more of the following consequences:
 - C.6.3.5.1. The Supplier being barred from accepting new enrollees for the balance of this contract;
 - C.6.3.5.2. The Supplier being barred from accepting new enrollees for the contract immediately succeeding this contract; or
 - C.6.3.5.3. The Supplier being deemed ineligible from bidding in subsequent RFPs for the OEIBA Program.
- C.6.3.6. In addition to the benefits specified within this RFP, Suppliers must provide any benefits and reporting otherwise required by state or federal law.

C.6.4. Significant Events

- C.6.4.1. The Supplier shall immediately notify EGID of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to EGID Director of Benefits Contracting. As used in this provision, a "significant event" is any current or future occurrence or anticipated occurrence that might be expected to have a material effect upon the Supplier's ability to meet its contractual obligations to EGID. Significant events may include but not be limited to the following:
 - C.6.4.1.1. Disposal of major assets
 - C.6.4.1.2. Any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract
 - C.6.4.1.3. Termination or addition of provider contracts
 - C.6.4.1.4. 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
 - C.6.4.1.5. 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
 - C.6.4.1.6. Reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters
 - C.6.4.1.7. Known or anticipated merger or acquisition
 - C.6.4.1.8. Known, planned or anticipated stock sales
 - C.6.4.1.9. Any litigation filed by a member against the Supplier
 - C.6.4.1.10. Any sale or merger
 - C.6.4.1.11. Significant changes in market share or product focus
 - C.6.4.1.12. HIPAA violation
 - C.6.4.1.13. 6055 IRS reporting deficiencies

C.6.5. Workflow and Web Interfacing

C.6.5.1. 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.

C.6.5.2. 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 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.

C.6.5.2.1. Failure to log into Workflow and the Web Eligibility Application every 60 days will lead to termination due to inactivity and will require new security forms to be completed and approved for reinstatement.

C.6.5.2.2. 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.

C.6.6. 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.

C.6.6.1. Describe how the Supplier will accomplish this review.

C.6.7. Participant Eligibility

C.6.7.1. 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:

C.6.7.1.1. 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.

C.6.7.1.2. 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.

C.6.7.1.3. 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 days of the birth event, the Supplier will handle expenses of the newborn limited coverage in accordance with State law.

C.6.7.1.4. 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.

C.6.7.2. 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 HMO's 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.

C.6.7.3. 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.

C.6.7.4. Additional eligibility/enrollment requirements apply to plans for Medicare-eligible participants. These include:

C.6.7.4.1. Eligibility for MAPD is limited to EGID/Medicare eligible former employees and their eligible dependents.

C.6.7.4.2. Eligible EGID former employees with their covered dependents:

C.6.7.4.2.1. 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.

C.6.7.4.2.2. Who are not enrolled when initially eligible or within thirty (30) days of a midyear qualifying event, cannot add coverage.

C.6.7.4.2.3. Cannot add health coverage that was not elected at separation from active employment.

- C.6.7.4.3. Members must enroll in an OEIBA Program Medicare plan upon turning age 65 or attaining early eligibility for Medicare, as permitted by federal guidelines.
- C.6.7.4.4. **Split Coverage.** When there is a retiree situation where the primary and the dependent(s) are not both Medicare eligible:
- C.6.7.4.4.1. So long as there is a dependent relationship, both individuals must be on plans offered through the same Supplier through the OEIBA Program.
- C.6.7.4.4.2 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.
- C.6.7.4.5. A change from one insurance carrier to another may be permitted in the following circumstances:
- C.6.7.4.5.1. During Option Period elections (historically October 15 – December 7th) to be effective January 1 of the proximate Plan Year.
- C.6.7.4.5.2. Changes in service areas.
- C.6.7.4.5.3. At the time an individual becomes Medicare primary in accordance with CMS requirements or when CMS approves the change.
- Exception: split coverage rules apply.
- C.6.7.4.6. 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.

C.6.8. Marketing and Communications Guidelines

- C.6.8.1. **Failure to abide by marketing and communication guidelines may result in one (1) or more of the following consequences:**
- C.6.8.1.1. The Supplier being barred from accepting new enrollees for the balance of this contract;
- C.6.8.1.2. The Supplier being barred from accepting new enrollees for the contract immediately succeeding this contract; and/or
- C.6.8.1.3. The Supplier being deemed ineligible from bidding in subsequent RFPs for the OEIBA Program.
- C.6.8.2. **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 Attachment 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.
- C.6.8.3. **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 (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.
- C.6.8.4. **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.
- C.6.8.5. **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.
- C.6.8.5.1. Describe how the Supplier will provide notification to members as required.
- C.6.8.6. **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.
- C.6.8.7. **Encouraged Marketing and Communications Activities.** The following is encouraged:
- C.6.8.7.1. Attendance at health fairs and employer sponsored meetings throughout the year is strongly encouraged.
- C.6.8.7.2. Post-election enrollment follow-ups are allowed.
- C.6.8.8. **Prohibited Marketing and Communications Activities.** The following is not permitted:
- C.6.8.8.1. 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.

- C.6.8.8.2. 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 Benefits Contracting of the request. Claim information will only be released with EGID approval. Suppliers should not attend, create, or hold any meetings with employer groups unless invited by EGID or approval has been received from the EGID Director of Benefits Contracting.
- C.6.8.8.3. 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.
- C.6.8.8.4. 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.
- C.6.8.8.5. 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.
- C.6.8.8.6. 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.
- C.6.9. 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.
- C.6.10. 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.
- C.6.11. 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.
- C.6.12. 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.
- C.6.13. Internal Grievance Procedures**
- C.6.13.1. The Supplier must establish and operate an internal member grievance procedure pursuant to the requirements of the Oklahoma Insurance Department as appropriate.
- C.6.13.2. Provide the third party company information (i.e. name, location, contact information) that members appeal to for grievances, if applicable.
- C.6.13.3. How many grievances has Supplier had regarding the network in the prior calendar year per 1,000 members?
- C.6.14. 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.
- C.6.15. 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.
- C.6.16. Member Materials**
- C.6.16.1. If awarded, the Supplier shall be responsible for the following:
- C.6.16.1.1. 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.
- C.6.16.1.2. Suppliers shall provide an online listing of network providers which shall be updated at least weekly and made available to plan participants 24 hours a day, 7 days a week. Suppliers shall also mail provider directories to plan participants upon request within two (2) business days. Those physicians accepting new enrollees must be clearly identified. The development, printing, and delivery expenses will be the sole responsibility of the Supplier.

C.6.16.1.3. 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 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.

C.6.16.1.4. The Supplier is required to provide a written status report regarding the distribution of ID cards to EGID Director of Benefits Contracting no later than December 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.

C.6.16.1.5. 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.6.17. Acquisitions and Mergers.

C.6.17.1. Are there any known or planned name change for the Supplier's company over the next twelve (12) to twenty-four (24) months?

C.6.17.2. Summarize any mergers with or acquisitions of other organizations completed in the past twenty-four (24) months and summarize how these actions directly impact this solicitation.

C.6.17.3. Describe, to the best of Supplier's knowledge, any acquisitions or mergers which the Supplier is expected to be involved within the next twelve (12) months.

C.7. HMO Proposal (excluding Medicare Supplement or MAPD lines of business)

C.7.1. Supplier Identification. Provide a response to each requested item below:

C.7.1.1. Supplier's legal name.

C.7.1.2. Address (including city, state, and zip code).

C.7.1.3. Office location responsible for this account. If this office will be located outside of Oklahoma, explain the Supplier's plans to interact closely with EGID.

C.7.1.4. Trade name that the Supplier intends to use for marketing purposes.

C.7.1.5. Provide an electronic copy of the Supplier's brand logo that the Supplier intends to use for marketing purposes. This should be in a form of a vector graphic or a high resolution JPG/PNG of at least 300 dpi (Attachment 21).

C.7.1.6. Name and contact information (e.g. title, phone number(s), and email address) for Account Manager that will be assigned to the OEIBA Program.

C.7.1.6.1. Include years of experience, number of other clients, and the size and industry of clients.

C.7.1.7. Name and contact information (e.g. title, phone number(s), and email address) for highest ranking official with direct involvement with the OEIBA Program's account.

C.7.1.8. The name and contact information (e.g. title, phone number(s), and email address) for the Supplier's designated personnel authorized to enter into BAFO competitive negotiations. In the event the Supplier's designated personnel changes, the Supplier shall notify OMES/CP immediately in writing.

C.7.1.9. Outline the account management team that will be assigned to EGID upon contract.

C.7.1.10. Are any services outsourced?

C.7.1.10.1. If so, provide name, location and function of the company.

C.7.2. Web Capabilities

C.7.2.1. What is the Supplier's web address?

C.7.2.2. How often is the Supplier's website updated?

C.7.2.3. How often does scheduled downtime occur?

C.7.2.4. Complete the below chart regarding capabilities for participants on the Supplier's website:

Service	Y/N	Comments
Provider Locator		
Plan Benefit Information		
Out-of-Network Claim Form		
Print ID Cards Online		
Request additional replacement ID cards to be mailed		
Online Explanation of Benefits (EOBs)		
Claims History and Claims Status		
How long is claim history accessible online for a termed member, if applicable?		
Educational Information about HMO		
Cost estimation/budgeting tools		
Member Grievance Resolution		
Pharmacy Information		
Members can download and print forms		
Wellness program activities		
Is a mobile app available?		
Other (Describe)		

C.7.3. Supplier Eligibility. 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. Provide a copy of the Supplier's relevant licensure for the programs it intends to bid (Attachment 17).

C.7.4. Supplier Operating Staff

C.7.4.1. The Supplier must have sufficient operating staff to comply with all requirements and standards described in this RFP. The Supplier must identify and agree to provide qualified staff in the following areas:

C.7.4.1.1.Executive management with clear oversight authority for all other functions

C.7.4.1.2.Medical director’s office

C.7.4.1.3.Accounting and budgeting function

C.7.4.1.4.Member services function

C.7.4.1.5.Provider services function

C.7.4.1.6.Medical management function, including quality assurance and utilization review

C.7.4.1.7.Internal complaint resolution function

C.7.4.1.8.Claims processing function

C.7.4.1.9.Management information system

C.7.4.1.10. 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.7.4.2. Attach a complete organizational chart for the Supplier, including all departments/functions listed above, as well as lines of authority, and relationships among the Supplier’s Board of Directors, administration, medical services, and other functions (Attachment 21). If expansions or changes are anticipated, show as much detail as possible reflecting the changes.

C.7.5. Financial Stability

C.7.5.1. 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.

C.7.5.2. 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.7.5.3. Provide copies of audited financial statements for the Supplier’s last three (3) fiscal years immediately preceding the Plan Year to which the initial bid or renewal applies. The financial statements should include, but not limited to, Balance Sheet, Income Statement, Statement of Retained Earnings or Statement of Stockholders’ Equity, Statement of Cash Flows, and additional notes to the Financial Statements. See Attachment 18. The Supplier further agrees to be available for reasonable inquiry by EGID regarding these financial statements.

C.7.5.4. Identify the Supplier’s independent auditor.

C.7.5.5. Specify the name and address of any sponsoring or parent corporation or others who provide financial support to the Supplier, or affirm there are none.

C.7.5.6. Describe any understandings, legal relationships or financial agreements with respect to sponsorship or other financial support of the Supplier with any other entity, i.e., guarantees, letters of credit, etc. What are maximum limits of additional financial support?

C.7.5.7. Provide a copy of the sponsoring organization’s most recent audited financial statement, if applicable. The financial statements should include, but are not limited to, Balance Sheet, Income Statement, Statement of Retained Earnings or Statement of Stockholders’ Equity, Statement of Cash Flows, and Notes to the Financial Statements. See Attachment 18.

C.7.5.8. Identify the independent auditor for the Supplier’s sponsoring organization.

C.7.6. Financial Standing

C.7.6.1. Does the Supplier warrant and represent that it is in good financial standing, not in any form of bankruptcy or the zone of insolvency, and is current in the payment of all taxes and fees?

C.7.6.2. 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.

C.7.7. Supplier Profile. Provide a profile of the Supplier’s HMO insurance business for each of the latest three calendar years (2017, 2018, 2019):

	Calendar Year 2017	Calendar Year 2018	Calendar Year 2019 (As of March 1, 2019)
Total number of clients (employer groups, state programs, etc.)			
Total number of enrollees covered			
Number of public sector clients			
Average number of public sector enrollees			
Number of plans terminated			
Average number of members in terminated plans			

C.7.8. Member Services Telephone Assistance

C.7.8.1. 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.7.8.1.1. Provide the hours that this service will be available.

C.7.8.2. How are after-hour phone calls handled?

C.7.8.3. How does the Supplier's Member Services (call center) accommodate non-English speaking and hearing impaired callers?

C.7.8.4. The Supplier's customer service telephone response performance must meet the below standards for each month of each Plan Year:

C.7.8.4.1. The Supplier shall answer at least eighty percent (80%) of all calls in thirty (30) seconds or less;

C.7.8.4.2. The average hold time shall be no more than thirty (30) seconds; and

C.7.8.4.3. The average call abandonment rate shall not exceed five percent (5%).

C.7.8.5. 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.7.8.6. 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.7.8.7. Call Center Performance

C.7.8.7.1. Provide the standards that the HMO Member Services staff achieved during 2018 in the following categories:

C.7.8.7.1.1. Average telephone answer time (in seconds)

C.7.8.7.1.2. Average telephone hold time (in seconds)

C.7.8.7.1.3. Average length of call (in minutes)

C.7.8.7.1.4. Average calls per month

C.7.8.7.1.5. Abandoned calls (hang ups, average per month, etc.)

C.7.8.7.1.6. First Call Resolution Rate. (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.)

C.7.9. Member Satisfaction

C.7.9.1. Member Service Quality Assurance

C.7.9.1.1. Describe the Supplier's internal performance standards for accuracy, responsiveness and courtesy and how are they measured for each customer service representative. Describe any other measures and standards used in the Supplier's Customer Service Representative Audit Scores at its customer service facility.

C.7.9.1.2. What measures are taken for poor or unacceptable performance?

C.7.9.1.3. What is the ratio of full-time customer service representatives to covered members?

C.7.9.1.4. What number of customer service representatives has the Supplier dedicated to this contract?

C.7.9.2. **Satisfaction Surveys.** The Supplier shall conduct a member satisfaction survey at least annually that compiles and analyzes its survey results for submission.

C.7.9.2.1. Provide a copy of the Supplier's customer satisfaction survey for year 2018. If the Supplier participated with the OEIBA program in 2018, the data should be specific to the OEIBA Program. Otherwise, the data should be for the book of business. See Attachment 22.

C.7.9.2.1.1. For Plan Year 2020 and renewal Plan Years, Suppliers are required to provide specific information in the annual member satisfaction surveys (Attachment 30). Supplier may leverage existing surveys to address these focus areas so long as all areas are addressed. Survey shall include:

- a) Supplier communications with members;
- b) Satisfaction with afterhours care;
- c) Office appointment waiting times;
- d) Providers and plan administration;
- e) Authorization processes, including denials and appeals;
- f) Accessibility to and satisfaction with network providers;
- g) Timeliness of claims payment and assistance with claims processing; and
- h) Complaint resolution process.

C.7.9.2.1.2. Describe the frequency and methodology of the Supplier's member satisfaction surveys.

C.7.9.2.1.3. What is the overall member satisfaction rate from the most recent survey?

C.7.9.2.1.4. What are members least satisfied with?

C.7.9.2.1.5. Attach a copy of the most recent survey instrument completed and a summary of the results.

C.7.9.2.1.6. Summary of the member survey methods.

C.7.10. Systems and Eligibility

- C.7.10.1.1. Identify the systems the Supplier will use in the performance of this RFP. This includes, but is not limited to, eligibility and claims processing systems.
- C.7.10.1.2. Describe how these systems will integrate to administer these services.
- C.7.10.1.3. Identify any changes to systems that the Supplier will make in order to fulfill this RFP.
- C.7.10.1.4. The Supplier must verify and commit that during the length of the contract, it 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 must also 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.

C.7.11. Benefit Plans for Participants Living Out of State

- C.7.11.1. The Supplier may provide a plan of benefits for those participants who live outside the State of Oklahoma. A census report is available as Attachment 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.7.11.1.1. Describe in detail the zip code areas, provider networks, and plan of benefits that would be available to participants who live outside the state of Oklahoma.

C.7.12. Prohibition on Direct Member Billing. 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.7.13. Section 125

- C.7.13.1. 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. Attachment 26 is the file format required by the current debit card company.
 - C.7.13.1.1. Does the Supplier agree to provide information, where available, to assist in verifying purchases made through State sponsored FSAs?

C.7.14. Provider Network Requirements

- C.7.14.1. 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.7.14.2. 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 Attachment 6. 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.7.14.3. 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.7.14.4. 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 Benefits Contracting.
- C.7.14.5. 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.7.14.5.1. Every enrollee has a PCP, and the PCP coordinates all of the enrollee's comprehensive health care; and
 - C.7.14.5.2. Practitioners' agreements require them to observe the plan's practice guide and/or to share the plan's financial risk.
- C.7.14.6. 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.7.14.7. 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.7.14.8. List the Supplier's current ratio of PCPs to member on Attachment 5.

C.7.15. Supplier's Provider Contracting

- C.7.15.1. Identify the model or type of HMO: Staff, Group, Network, IPA, Other. If the HMO is a mixed model, describe and include percentage of participation in each type.
- C.7.15.2. Identify any use of sub-contracted or "leased" network(s).

- C.7.15.3. Briefly describe all service areas covered by the Supplier's response. Include a map showing boundaries of all service areas by zip code covered in this solicitation including areas available to participants that live outside the State of Oklahoma. Suppliers may also elect to include separately any areas being considered for future expansion.
- C.7.15.3.1. Provide an Excel list of every zip code that is part of Supplier's service area (Attachment 3).
- C.7.15.4. Provider Turnover
- C.7.15.4.1. How many providers, by region and location, have been sanctioned and/or removed from Supplier's managed care networks within the last three (3) years?
- C.7.15.4.2. Provide the percentage of Supplier's PCPs retained based on length of contract below:
- C.7.15.4.2.1. Over 3 years (%)
- C.7.15.4.2.2. 2 to 3 years (%)
- C.7.15.4.2.3. Less than 2 Years (%)
- C.7.15.4.3. How many PCPs and specialists have terminated contracts with the Supplier in the last calendar year at the physician's request? State the reason(s) for the termination.
- C.7.15.4.4. What has been the turnover rate of PCPs in the Supplier's network during the last calendar year (due to all reasons)? Express as a percent of total PCPs. Separate turnovers by voluntary and involuntary.
- C.7.15.5. Network Reimbursement
- C.7.15.5.1. Describe the Supplier's hospital reimbursement mechanism or mechanisms, differentiating between acute and psychiatric, and include the mix (percentages of each) for the following methods: fee for service, discounted fee schedule, per diem, DRG, capitation, other.
- C.7.15.5.2. Describe the Supplier's physician reimbursement mechanism or mechanisms, differentiating between PCPs and specialists, and include the mix (percentages of each) for the following methods: salary, fee for service, discounted fee schedule, capitation, other.
- C.7.15.6. Pharmacy
- C.7.15.6.1. Describe the Supplier's pharmacy retail network capabilities in all service areas proposed, including point-of-service capabilities, mail order, and/or delivery methods used.
- C.7.15.6.2. Describe in detail the Supplier's pharmacy network arrangements. If the Supplier subcontracts these services, provide complete information about the pharmacy benefit manager including name, contractual relationship, ownership interest (if applicable), etc.
- C.7.15.6.3. Describe in detail the retail network (number of pharmacies) and provide a directory of pharmacies as of January 1, 2019. Also provide the location of the customer service center and toll free number for member inquiries.
- C.7.15.6.4. Describe in detail the mail order pharmacy program, including location of mail order prescription fill center(s), and customer service center, with toll-free number for member inquiries. Also provide information on methods of requesting refills (i.e., telephone, internet, mail, etc.).
- C.7.15.6.5. Describe in detail any pharmacy health care management programs, outreach, consumer education, and health promotion programs that apply to the membership covered by this RFP. Describe specialty pharmacy program details separately.
- C.7.15.7. Identify each provider who is a part of the Supplier's centers of excellence program, the nature of illnesses/conditions treated, and the criteria used in selecting these facilities.
- C.7.15.8. 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.7.15.8.1. Provide details of those services; i.e., location, limitations, etc.
- C.7.15.9. 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.7.15.9.1. 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.7.15.10. What is the Supplier's standard advanced notice time period before terminating a network location (facility) or a provider?
- C.7.15.11. What changes have been made in the Supplier's service area in the past year? Include a map showing the changes.
- C.7.15.12. Complete the provider spreadsheets in Attachment 16 in an Excel workbook format. Each spreadsheet must be completed exactly as it appears on the template. Any deviation from this format may result in the Supplier's disqualification.
- C.7.15.13. Match employee data to providers and present the results in a map and in numerical format (by service area, county, and zip code). The census report (Attachment 24) is to be used for mapping.
- C.7.15.14. Describe any financial incentive programs (such as bonuses, penalties, or other) for PCPs.

C.7.16. Provider Satisfaction Surveys. Provide a copy of the most recent provider satisfaction survey (Attachment 22). Include details on percentage of providers surveyed. If the Supplier participated with the OEIBA Program in 2018, the data should be specific to the OEIBA Program. Otherwise, the data should be for the book of business.

C.7.17. Standardized Service Areas and Access Standards

- C.7.17.1. 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.7.17.2. The Supplier shall provide a Geo-Access report to show the network access strength. (See Attachment 4.) Access standards require a minimum of one (1) provider within 25 mile radius for each of the following:
 - C.7.17.2.1. PCPs;
 - C.7.17.2.2. Specialty physicians;
 - C.7.17.2.3. Pharmacies;
 - C.7.17.2.4. Urgent care; and
 - C.7.17.2.5. Hospitals.
- C.7.17.3. Geo-Access report should include a minimum of the following:
 - C.7.17.3.1. Oklahoma counties (all 77);
 - C.7.17.3.2. City;
 - C.7.17.3.3. Zip code; and
 - C.7.17.3.4. Number of providers (separate PCPs, specialty physicians, pharmacies, urgent care, and hospitals).

C.7.18. Claims Administration

- C.7.18.1. Is the Supplier's managed medical care claims system fully integrated and automated for in-network and out-of-network claims processing? Does it have procedures that prevent direct member billing (balanced billing)? If so, describe the procedures. If not, how will the HMO ensure members are not billed inappropriately for covered services?
- C.7.18.2. Describe in detail the Supplier's claim cost-control program. How are overcharges detected for medically unnecessary care or provider abuses? What program(s) has the Supplier developed to address special areas of concern? Who performs these functions?
- C.7.18.3. Describe in detail the HMO's fraud prevention capabilities/ claims auditing.
- C.7.18.4. Does the HMO routinely send out EOBs or only upon member request?
- C.7.18.5. Does the HMO track member out-of-pocket maximums or is this the member to notify the HMO when the maximum is met?
- C.7.18.6. **Claims Processing.** Provide the following information for the most recent Plan Year:
 - C.7.18.6.1. 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).
 - C.7.18.6.2. Financial accuracy rate - Financial Accuracy is the absolute dollar value of all claim payment errors in an audit sample, subtracted from the total benefits paid in the same audit sample. The result is then divided by the total medical benefits paid in the audit sample.
 - C.7.18.6.3. 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.

C.7.19. Contingency Plan. Provide a general summary of the Supplier's contingency plans that illustrate its ability to respond to the following items. Do not provide sensitive or confidential company information.

- C.7.19.1. Rapid increase in enrollment;
- C.7.19.2. Rapid decrease in enrollment;
- C.7.19.3. Loss of one or more facilities;
- C.7.19.4. Voluntary provider termination;
- C.7.19.5. Work stoppage;
- C.7.19.6. Financial insolvency;
- C.7.19.7. Loss of license or contract revocation; and
- C.7.19.8. Pandemic Health Emergency

C.7.20. Disaster Recovery Plan. Provide a general summary of the Supplier's disaster recovery plans that illustrate its ability to respond to the following items. Do not provide sensitive or confidential company information.

- C.7.20.1. Describe the disaster recovery protocols, procedures and backup systems in place, including the ability to rapidly shift phone service and claims processing to alternative sites.
- C.7.20.2. Provide frequency of disaster recover testing.

C.7.21. Credentialing and Peer Review. Identify which physician credentialing criteria the Supplier actively monitors on an ongoing basis, and provide frequency that the Supplier re-credentials providers.

- C.7.21.1. State Licensure
- C.7.21.2. Board Certification
- C.7.21.3. DEA License

- C.7.21.4. Verification of Medical Education and Training
- C.7.21.5. Admitting Privileges at Network Hospitals
- C.7.21.6. Office Hours
- C.7.21.7. Proof of Malpractice Insurance
- C.7.21.8. Reputation
- C.7.21.9. Malpractice History
- C.7.21.10. History of litigations/disciplinary action
- C.7.21.11. Fraud and/or felony convictions
- C.7.21.12. Other- Describe

C.7.22. Medical Management

- C.7.22.1. Describe the Supplier's procedures to ensure that every member has a PCP and that the PCP coordinates all of the member's medical care.
- C.7.22.2. Describe in detail the HMO's procedures for after-hours care and emergencies in the service area and outside the service area.
- C.7.22.3. Provide the following HMO contact person for the State's Employee Assistance Program: name, address, telephone number, email address, and brief clinical/professional description.
- C.7.22.4. Describe in detail the care management initiatives the HMO will be administering in the contract year. This pertains to a program of pro-active outreach to all members to ensure that appropriate detection, prevention, acute, and chronic care is delivered.
- C.7.22.5. Describe in detail how the Supplier will educate members about their health and actively involve them in treatment decisions.
- C.7.22.6. Does the Supplier offer a 24-hour Nurse Line service? If so, describe the program and utilization results.
- C.7.22.7. Provide the following statistics for the Supplier's utilization management programs for 2018. If the Supplier participated with the OEIBA program in 2018, the data should be specific to the OEIBA Program. Otherwise, the data should be for the book of business.
 - C.7.22.7.1. Number of admission requests
 - C.7.22.7.2. Number of denials
 - C.7.22.7.3. Admission denial rate
 - C.7.22.7.4. Admissions per 1,000 covered lives
 - C.7.22.7.5. Average length of stay (days)
 - C.7.22.7.6. Inpatient days per 1,000 covered lives

C.7.23. Medical Quality Assurance

- C.7.23.1. Describe in detail the Supplier's quality assurance program and address the following component activities:
 - C.7.23.1.1. Chart review;
 - C.7.23.1.2. Focused studies;
 - C.7.23.1.3. Facility inspection;
 - C.7.23.1.4. Social service intervention;
 - C.7.23.1.5. Discharge planning; and
 - C.7.23.1.6. Frequency of QA activities (e.g., how often QA committee meets, number and frequency of focused studies, etc.).
- C.7.23.2. Does the Supplier maintain a Quality Assurance Committee? If so, include the names and credentials of those involved and describe the programs used to monitor, evaluate, and emphasize quality health care.
- C.7.23.3. Describe in detail the systems in place to ensure follow-up and correction of identified problem areas found as a result of the QA activities.
- C.7.23.4. Describe in detail how the Supplier monitors and detects underutilization or overutilization of services by providers, including follow-up actions.
- C.7.23.5. Describe in detail the utilization review programs the Supplier uses. If the Supplier does not utilize these programs, explain reasoning. Address: peer review, pre-admission certification, second surgical opinion, concurrent review, discharge planning, standards of care/profile analysis, quality review, mental health/substance abuse utilization review, and other.
- C.7.23.6. Describe in detail any quality assurance (QA)/utilization review (UR) service, and identify each subcontractor and describe its services.
- C.7.23.7. Describe in detail the internal grievance procedure for members and providers. All contracting Suppliers must include a description of the grievance procedures in their member handbooks.
- C.7.23.8. What continuous quality improvement process is the Supplier utilizing in enrollment procedures, appointment scheduling, and other member services operations?
- C.7.23.9. What type of care management initiatives does the Supplier intend to implement in the contract year? This pertains to a program of pro-active outreach to all members to ensure that appropriate detection, prevention, acute, and chronic care is delivered.
- C.7.23.10. What percent of a network provider's case volume is reviewed for quality and appropriateness each year?

- C.7.24. Service Enhancements.** Suppliers may offer enhancements in an effort to make their plans more attractive and competitive. The enhancements must be clearly identified and consolidated into one page in the Supplier's response to this RFP and in any material submitted to EGID to be disseminated to members, including, but not limited to: 24-Hour Toll-Free Nurse Line; Well Woman Self-Referral; Wellness/Health Education; Health and Fitness Discounts; Healthy Pregnancy Program; Dental; or Vision.
- C.7.24.1. Describe in detail the service enhancements to be offered by the Supplier, or affirm that there are none.
- C.7.25. Compliance and Privacy Procedures and Standards.** The Supplier shall describe its compliance procedures in general. Specifically explain how it will comply with the privacy and security standards and describe how the Supplier will electronically and operationally interface with its business associates according to HIPAA security and X12 standards for electronic transmissions. The Supplier shall describe how it will interface with EGID as a Plan Sponsor and maintain confidentiality/privacy of members' health information.
- C.7.26. Member Education.** Describe in detail the methods which will be used by the Supplier to educate and communicate the proper use of the plan to members. Describe all that apply, including:
- C.7.26.1. Enrollment Meetings
- C.7.26.2. Mass Mailings
- C.7.26.3. Mass media
- C.7.26.4. Provider Directories
- C.7.26.5. Interactive Phone
- C.7.26.6. Marketing Brochures
- C.7.26.7. Website and/or mobile app
- C.7.26.8. Welcome calls (or other communication method) to new members
- C.7.26.9. Other
- C.7.27. Member Materials**
- C.7.27.1. 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.7.27.1.1. Furnish copies of the membership I.D. Card (Attachment 20).
- C.7.27.1.2. Describe the process that providers and the HMO call center staff utilize to determine member eligibility when a member calls for information or to make an appointment.
- C.7.27.2. Membership materials- The Supplier shall furnish membership materials that describe the HMO 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. (See Attachment 39)
- C.7.28. HMO Offering**
- C.7.28.1. Suppliers offering options to the pre-Medicare population are required to meet and offer the benefits and copayments as outlined in Attachment 6. 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. Suppliers must also provide a Medicare plan as described in Attachment 15 if the Supplier offers a Medicare Supplement product to other entities within Oklahoma.
- C.7.28.1.1. Plan Design Value Added. For Plan Year 2020, the following benefits may be offered as a value-added design in the Supplier's HMO plan. For any renewals for Plan Years 2021 and 2022, Suppliers will be required to offer the following benefits as a mandatory requirement (see Section C.16.).
- C.7.28.1.1.1. Bariatric Surgery. If Supplier currently offers within state of Oklahoma, then it must offer to the OEIBA Program.
- a) Does the Supplier currently offer Bariatric Surgery within the State of Oklahoma?
- b) Does the Supplier currently offer Bariatric Surgery to the OEIBA Program?
- C.7.28.1.1.2. Diabetes Prevention Program. If Supplier currently offers to the OEIBA Program for current Plan Year, the Supplier is required to offer for Plan Year 2020 and any renewals.
- a) Does the Supplier currently offer the Diabetes Prevention Program within the State of Oklahoma?
- b) Does the Supplier currently offer Diabetes Prevention Program to the OEIBA Program?
- C.7.28.2. The State of Oklahoma offers four coverage tiers for both eligible current and eligible former employees and dependents. Supplier must provide rates for each classification independently of the other classifications; for example, the rate quoted for the spouse should not include the rate quoted for the employee. Rate quotes for coverage levels other than the four levels specified as member, spouse, child, and children will not be considered. (See Attachment 7.)
- C.7.28.3. **Claims Experience.** Suppliers who are currently under contract with the State for Plan Year 2019 must complete Attachments 8-10 and Attachment 12. Suppliers who are not under contract with the State for Plan Year 2019 must provide the information contained in Attachment 13 for their Oklahoma book of business. Compliance with this shall be strictly enforced. Proposals that fail to provide the information requested shall be deemed non-responsive and the Supplier shall be ineligible to bid on this RFP.

C.8. Medicare Supplement Plan Proposal

C.8.1. Medicare Supplement Requirements

- C.8.1.1. 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 Attachment 15. Terms relating to Medicare plans are not negotiable.
- C.8.1.1.1. Plan Design Value Added. For Plan Year 2020, the following benefits may be offered as a value-added design in the Supplier's MSP. For any renewals for Plan Years 2021 and 2022, Suppliers will be required to offer the following benefits as a mandatory requirement (see Section C.14.).
- C.8.1.1.1.1. Bariatric Surgery. Medicare Supplement Plans must cover the same benefits as Original Medicare for bariatric surgery, but many offer additional benefits.
- a) Does the Supplier have any limitations on supplemental payments on CMS approved bariatric surgeries? If so, describe.
- C.8.1.1.1.2. Diabetes Prevention Program. If Supplier currently offers to the OEIBA Program for current Plan Year, the Supplier is required to offer for Plan Year 2020 and any renewals.
- a) Does the MSP Supplier currently offer the Diabetes Prevention Program within the State of Oklahoma?
- b) Does the MSP Supplier currently offer Diabetes Prevention Program to the OEIBA Program?
- C.8.1.2. The Medicare Supplement Plan shall include a Medicare Part D Prescription Drug Plan (PDP) and is subject to the following:
- C.8.1.2.1. 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 Attachment 41.
- C.8.1.2.2. 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 Attachment 28.
- C.8.1.2.3. The PDP must provide a monthly full file showing everyone covered in the PDP. Required fields for this report are listed in Attachment 28.
- C.8.1.2.4. 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.
- C.8.2. Does the Supplier have a Medicare Supplement Plan within Oklahoma outside of the OEIBA Program?
- C.8.2.1. If so, the Supplier must:
- C.8.2.1.1. Complete a copy of Attachment 15 listing the benefits provided under this plan.
- C.8.2.1.2. Complete Attachment 41 Medicare Supplement premium quotes table.
- C.8.2.1.3. Identify any networks that may be involved (Medicare Select).
- C.8.2.1.4. Does the MSP require members to have a PCP? If so, complete Attachment 5.
- C.8.3. **Supplier Identification.** Provide a response to each requested item below:
- C.8.3.1. Supplier's legal name.
- C.8.3.2. Address (including city, state, and zip code).
- C.8.3.3. Office location responsible for this account. If this office will be located outside of Oklahoma, explain the Supplier's plans to interact closely with EGID.
- C.8.3.4. Trade name that the Supplier intends to use for marketing purposes.
- C.8.3.5. Provide an electronic copy of the Supplier's brand logo that the Supplier intends to use for marketing purposes. This should be in a form of a vector graphic or a high resolution JPG/PNG of at least 300 dpi (Attachment 21).
- C.8.3.6. Name and contact information (e.g. title, phone number(s), and email address) for Account Manager that will be assigned to the OEIBA Program.
- C.8.3.6.1. Include years of experience, number of other clients, and the size and industry of clients.
- C.8.3.7. Name and contact information (e.g. title, phone number(s), and email address) for highest ranking official with direct involvement with the OEIBA Program's account.
- C.8.3.8. The name and contact information (e.g. title, phone number(s), and email address) for the Supplier's designated personnel authorized to enter into BAFO competitive negotiations. In the event the Supplier's designated personnel changes, the Supplier shall notify OMES/CP immediately in writing.
- C.8.3.9. Outline the account management team that will be assigned to EGID upon contract.
- C.8.3.10. Attach a complete organizational chart for the Supplier, including all departments/functions listed above, as well as lines of authority, and relationships among the Supplier's Board of Directors, administration, medical services, and other functions (Attachment 21). If expansions or changes are anticipated, show as much detail as possible reflecting the changes.
- C.8.3.11. Are any services outsourced?

C.8.3.11.1. If so, provide name, location and function of the company.

C.8.4. Member Materials

C.8.4.1. 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.8.4.1.1. Does Supplier provide membership I.D. cards? If so, furnish a copy of the membership I.D. Card (Attachment 20).

C.8.4.1.2. Describe the process that providers and the MSP call center staff utilize to determine member eligibility when a member calls for information or to make an appointment.

C.8.4.2. Membership materials- The Supplier shall furnish membership materials that describe the MSP 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. (See Attachment 39)

C.9. MAPD Proposal

C.9.1. MAPD HMO versus MAPD PPO. The Supplier may submit either an MAPD HMO or an MAPD PPO response to this RFP, but not both.

C.9.1.1. The MAPD shall complete Attachment 14 that indicates the level of benefits that the MAPD will be providing under this Contract. For benefits requiring a mixture of fixed dollar and percentage copayments, indicate the fixed dollar amounts first. All maximums should clearly specify if they are based on copayments or on benefit charges.

C.9.1.1.1. Plan Design Value Added. For Plan Year 2020, the following benefits may be offered as a value-added design in the Supplier's HMO plan. For any renewals for Plan Years 2021 and 2022, Suppliers will be required to offer the following benefits as a mandatory requirement (see Section C.14.).

C.9.1.1.1.1. Bariatric Surgery. MAPD Plans must cover the same benefits as Original Medicare for bariatric surgery, but many offer additional benefits.

C.9.1.1.1.2. Diabetes Prevention Program. If Supplier currently offers to the OEIBA Program for current Plan Year, the Supplier is required to offer for Plan Year 2020 and any renewals.

a) Does the MAPD Supplier currently offer the Diabetes Prevention Program within the State of Oklahoma?

b) Does the MAPD Supplier currently offer Diabetes Prevention Program to the OEIBA Program?

C.9.1.2. An MAPD PPO plan 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 enhancements, which are coverage for Hospice Care and Foreign Travel. The Supplier must complete a copy of Attachment 15 listing the benefits provided under this plan.

C.9.2. Supplier Identification. Provide a response to each requested items below:

C.9.2.1. Supplier's legal name.

C.9.2.2. Address (including city, state, and zip code).

C.9.2.3. Office location responsible for this account, if different than above. If this office will be located outside of Oklahoma, explain the Supplier's plans to interact closely with EGID.

C.9.2.4. Trade name that the Supplier intends to use for marketing purposes.

C.9.2.5. Provide an electronic copy of the Supplier's brand logo that the Supplier intends to use for marketing purposes. This should be in a form of a vector graphic or a high resolution JPG/PNG of at least 300 dpi (Attachment 21).

C.9.2.6. Name and contact information (e.g. title, phone number(s), and email address) for Account Manager that will be assigned to the OEIBA Program.

C.9.2.6.1. Include years of experience, number of other clients, and the size and industry of clients.

C.9.2.7. Name and contact information (e.g. title, phone number(s), and email address) for highest ranking official with direct involvement with the OEIBA Program's account.

C.9.2.8. The name and contact information (e.g. title, phone number(s), and email address) for the Supplier's designated personnel authorized to enter into BAFO competitive negotiations. In the event the Supplier's designated personnel changes, the Supplier's shall notify OMES/CP immediately in writing.

C.9.2.9. Outline the account management team that will be assigned to EGID upon contract.

C.9.2.10. Are any services outsourced?

C.9.2.10.1. If so, provide name, location and function of the company.

C.9.3. Web Capabilities

C.9.3.1. What is the Supplier's web address?

C.9.3.2. How often is the Supplier's website updated?

C.9.3.3. How often does scheduled downtime occur?

C.9.3.4. Complete the attached chart regarding capabilities for participants on the Supplier's website:

Service	Y/N	Comments
Provider Locator		
Plan Benefit Information		
Out-of-Network Claim Form		
Print ID Cards Online		
Request additional replacement ID cards to be mailed		
Online Explanation of Benefits (EOBs)		
Claims History and Claims Status		
How long is claim history accessible online for a termed member, if applicable?		
Educational Information about MAPD		
Cost estimation/budgeting tools		
Member Grievance Resolution		
Pharmacy Information		
Members can download and print forms		
Wellness program activities		
Is a mobile app available?		
Other (Describe)		

C.9.4. Supplier Eligibility

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. In addition, a MAPD must be qualified by the Centers for Medicare and Medicaid Services, hereinafter "CMS". Provide a copy of the Supplier's relevant licensure for the programs it intends to bid (Attachment 17).

C.9.5. Supplier Operating Staff

- C.9.5.1. The Supplier must have sufficient operating staff to comply with all requirements and standards described in this RFP. At a minimum, the Supplier must identify qualified staff in the following areas:
- C.9.5.1.1. Executive management with clear oversight authority for all other functions
 - C.9.5.1.2. Medical director's office
 - C.9.5.1.3. Accounting and budgeting function
 - C.9.5.1.4. Member services function
 - C.9.5.1.5. Provider services function
 - C.9.5.1.6. Medical management function, including quality assurance and utilization review
 - C.9.5.1.7. Internal complaint resolution function
 - C.9.5.1.8. Claims processing function
 - C.9.5.1.9. Management information system
- C.9.5.2. 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.9.5.3. Attach a complete organizational chart for the Supplier, including all departments/functions listed above, as well as lines of authority, and relationships among the Supplier's Board of Directors, administration, medical services, and other functions (Attachment 21). If expansions or changes are anticipated, show as much detail as possible reflecting the changes.

C.9.6. Financial Stability

- C.9.6.1. 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.
- C.9.6.2. Provide copies of audited financial statements for the Supplier's last three (3) fiscal years immediately preceding the Plan Year to which the initial bid or renewal applies.. The financial statements should include, but not limited to, Balance Sheet, Income Statement, Statement of Retained Earnings or Statement of Stockholders' Equity, Statement of Cash Flows, and Notes to the Financial Statements (Attachment 18). The Supplier further agrees to be available for reasonable inquiry by EGID regarding these financial statements.
- C.9.6.3. Identify the Supplier's independent auditor.
- C.9.6.4. Specify the name and address of any sponsoring or parent corporation or others who provide financial support to the Supplier, or affirm there are none.
- C.9.6.5. Describe any understandings, legal relationships or financial agreements with respect to sponsorship or other financial support of the Supplier with any other entity, i.e., guarantees, letters of credit, etc. What are maximum limits of additional financial support?
- C.9.6.6. Provide a copy of the sponsoring organization's most recent audited financial statement, if applicable. The financial statements should include, but not limited to, Balance Sheet, Income Statement, Statement of Retained Earnings or Statement of Stockholders' Equity, Statement of Cash Flows, and Notes to the Financial Statements. (See Attachment 18.)
- C.9.6.7. Identify the independent auditor for the Supplier's sponsoring organization.

C.9.7. Financial Standing

- C.9.7.1. Does the Supplier warrant and represent that it is in good financial standing, not in any form of bankruptcy or the zone of insolvency, and is current in the payment of all taxes and fees?

C.9.7.2. 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, the Supplier shall inform EGID as soon as such failure is known.

C.9.8. MAPD Networks

C.9.8.1. Identify any use of subcontracted or "leased" network(s).

C.9.8.2. Does the MAPD require members to have a PCP? If so, complete Attachment 5.

C.9.8.3. How many providers, by region and location, have been sanctioned and/or removed from the MAPD's managed care networks within the last three (3) years?

C.9.8.4. List the MAPD's current ratio of PCPs to members:

C.9.8.4.1. Tulsa

C.9.8.4.1.1. Number of PCPs

C.9.8.4.1.2. Number of Members

C.9.8.4.1.3. Ratio

C.9.8.4.2. Oklahoma City

C.9.8.4.2.1. Number of PCPs

C.9.8.4.2.2. Number of Members

C.9.8.4.2.3. Ratio

C.9.8.4.3. All Other/Rural

C.9.8.4.3.1. Number of PCPs

C.9.8.4.3.2. Number of Members

C.9.8.4.3.3. Ratio

C.9.8.5. Provide the percentage of MAPD's PCPs retained based on length of contract.

C.9.8.5.1. Over 5 Years (%)

C.9.8.5.2. 3 to 5 Years (%)

C.9.8.5.3. 2 to 3 Years (%)

C.9.8.5.4. Less than 2 Years (%)

C.9.8.6. How many PCPs and Specialists have terminated contracts with the MAPD in the last two (2) years (at the physician's request)?

C.9.8.7. What has been the turnover rate of PCPs in the MAPD network during the last two (2) years (due to all reasons)? Express as a percent of total PCPs.

C.9.8.8. Describe the termination procedures contained in the MAPD's provider contracts, including the length of notice a PCP must give to terminate its contract with the MAPD. Attach a sample copy (or copies, if more than one form is used) of the MAPD's contracts with its PCPs.

C.9.8.9. Describe any financial incentive programs (such as bonuses, penalties, or other) for PCPs. Specify between individual and group incentives, and address the MAPD's experience and use of withholds and risk pools. Risk adjustments will not apply to Medicare Advantage.

C.9.8.10. Describe the MAPD's pharmacy retail network capabilities in all service areas proposed, including point-of-service capabilities, mail order, and/or delivery methods used. Describe the pharmacy program that will be offered to the members, specifically the actuarial equivalence and CMS certification of a Medicare Part D Prescription Drug Plan offered to Medicare eligible members. Actuarial equivalence is defined as (Total Pharmacy Allowed – Member Pharmacy Cost Sharing)/Total Pharmacy Allowed. Federal reinsurance, Low Income Cost Sharing, Coverage Gap Discount, and Rebates should not be reflected in the actuarial equivalence calculation. As a point of comparison, the estimated 2019 actuarial equivalence for the HealthChoice SilverScript High Option Medicare Supplement plan benefits is approximately 82%.

C.9.8.11. Provide the name, address and contact name for the Pharmacy Benefit Manager (PBM) who handles the MAPD's pharmacy plan of benefits.

C.9.8.12. Describe the MAPD's procedures to ensure that every member has a PCP and that he/she coordinates all of the member's medical care.

C.9.8.13. Briefly describe all service areas covered by the Supplier's response. Include a map showing boundaries of all service areas by zip code covered in this solicitation including areas available to participants that live outside the State of Oklahoma. Suppliers may also elect to include separately any areas being considered for future expansion.

C.9.8.13.1. Provide an Excel list of every zip code that is part of Supplier's service area (Attachment 3).

C.9.8.14. What changes have been made in the Supplier's service area in the past year? Include a map showing the changes.

C.9.8.15. What are the MAPD Supplier's procedures for after-hours care and emergencies in the service area and outside the service area?

C.9.8.16. Based upon the OK Medicare retiree census data (Attachment 24), identify any counties of the state in which the Supplier is filed to operate where its provider network may not have adequate capacity to meet the potential Oklahoma demand.

C.9.8.17. Does the Supplier foresee any significant provider contracts coming up for negotiation in the next 3 years based on the Oklahoma Retirees locations?

C.9.8.18. Provide a listing of all acute care Oklahoma hospitals that are considered out-of-network hospitals in the Supplier's Medicare Advantage plans.

C.9.8.19. Describe the Supplier's MA network growth and development plans.

C.9.8.20. Describe the Supplier's approach for selecting and recruiting providers to participate in its MA networks.

- C.9.8.21. Describe the Supplier's process for collaborating with employers and key providers to address provider acceptance issues that may surface over time.
- C.9.8.22. Complete a pharmacy disruption of the top utilized Oklahoma pharmacies. List the pharmacies utilized for the OEIBA Program during 2018 and provide the number of utilizers, the number of prescriptions, and the plan paid dollar amounts. If the Supplier was not a participant in 2018, then the report should be for its book of business specific to Oklahoma.

C.9.9. Additional Marketing Guidelines Specific to MAPD Plans. The following additional marketing guidelines are specific to MAPD plans:

- C.9.9.1. 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.
- C.9.9.2. 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.
- C.9.9.3. 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.
- C.9.9.4. The 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.

C.9.10. Medicare Experience

- C.9.10.1. Supplier is to provide its total Medicare enrollment for 2017 and 2018.
- C.9.10.2. Describe the Supplier's experience participating in Medicare as a private plan option. Include the number of years that Supplier has participated in Medicare and a brief history of key developments over this time, such as when Supplier's first group Medicare plan was offered.
- C.9.10.3. Has Supplier been sanctioned by CMS in the past five (5) years?
- C.9.10.4. Describe the Supplier's strategy and key initiatives to assure that Medicare Advantage will offer the Plan a sustainable value proposition.

C.9.11. Member Services Telephone Assistance

- C.9.11.1. 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. Provide the hours that this service will be available.
- C.9.11.2. The Supplier's customer service telephone response performance must meet or exceed the following standards for each month of each Plan Year:
 - C.9.11.2.1. The Supplier shall answer at least eighty percent (80%) of all calls in thirty (30) seconds or less;
 - C.9.11.2.2. The average hold time shall be no more than thirty (30) seconds; and
 - C.9.11.2.3. The average call abandonment rate shall not exceed five percent (5%).
- C.9.11.3. 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.
- C.9.11.4. 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 (48) forty-eight hour turnaround via mail at no cost to the member.
- C.9.11.5. Call Center Performance
 - C.9.11.5.1. Provide the standards that the MAPD Member Services staff achieved during Plan Year 2018 in the following categories.
 - C.9.11.5.1.1. Average Telephone answer time (in seconds)
 - C.9.11.5.1.2. Average Telephone hold time (in seconds) Average length of call (in minutes)
 - C.9.11.5.1.3. Average calls per month
 - C.9.11.5.1.4. Abandoned calls (hang ups, average per month)
 - C.9.11.5.1.5. First Call Resolution Rate. (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.
- C.9.11.6. Member Service Quality Assurance
 - C.9.11.6.1. What is the Supplier's internal performance standards for accuracy, responsiveness and courtesy and how are they measured for each customer service representative? Describe any other measures and standards used in the Supplier's Customer Service Representative Audit Scores at its customer service facility.
 - C.9.11.6.2. What measures are taken for poor or unacceptable performance?
 - C.9.11.6.3. What is the ratio of full-time customer service representatives to covered members?

C.9.11.6.4. What number of customer service representatives has the Supplier dedicated to this contract?

C.9.12. Member Materials

C.9.12.1. 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.9.12.1.1. Does Supplier provide membership I.D. cards? If so, furnish a copy of the membership I.D. Card (Attachment 20).

C.9.12.1.2. Describe the process that providers and the MAPD call center staff utilize to determine member eligibility when a member calls for information or to make an appointment.

C.9.12.2. 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. (See Attachment 39)

C.9.13. Medical Management/Staff

C.9.13.1. Does the Medicare Advantage include a 24-hour Nurse Line that would be available to members under this contract?

C.9.13.2. Provide details on which medical management programs in place now (either retiree or eligible current employee population) that would be most effective for a retiree-only population.

C.9.13.3. Describe the Supplier's medical management experience with groups that have significant retiree population.

C.9.13.4. Describe how the Supplier's medical management program design enhances quality of care, including improvements in health status and clinical outcomes.

C.9.13.5. How does the Supplier's approach differ in its MA products vs. its commercial plans?

C.9.14. MAPD CAHPS Survey Results. Provide annual CAHPS results for 2018 (Attachment 23). If Supplier is unable to provide CAHPS, annual submission of HEDIS results may be used in place of this requirement.

C.9.15. CMS Stars Quality

C.9.15.1. Describe the Supplier's commitment to the Stars quality rating program.

C.9.15.2. Briefly describe the Supplier's CMS Stars quality rating, enhancement strategy and timeline. Describe the continuous quality improvement initiatives in this strategy.

C.9.15.3. Describe how the Supplier's Stars enhancement strategy fits with its overall Medicare Advantage strategy.

C.9.15.4. Provide the Supplier's previous three (3) years CMS Stars quality ratings.

C.9.16. Customer Service Experience

C.9.16.1. What methods/service support does the Supplier have in place to ensure consistency of experience for retirees?

C.9.16.2. Describe required CSR training, with emphasis on any retiree-sensitivity training.

C.9.16.3. Provide any additional customer service differentiators for the Supplier's proposed MA plans.

C.9.16.4. Describe how the Supplier differentiates its service from its competitors.

C.9.16.5. On an ongoing basis, what are the Supplier's standards in assuring transition of care for new members to the Supplier's Medicare Advantage PPO?

C.9.17. Pharmacy

C.9.17.1. Does the Supplier's Medicare Advantage PPO plan utilize a drug formulary beyond the drugs covered and reimbursed under traditional Medicare?

C.9.17.2. Describe under what circumstances prior authorization of a drug is required.

C.9.17.3. For the MAPD plan, will the Supplier issue a combined ID card for medical care and PBM services?

C.9.18. Organizational Infrastructure. Describe the organizational infrastructure responsible for administering a Group Medicare Advantage program.

C.9.19. MAPD Monthly Premium. All rates set forth shall be for Medicare-eligible members only.

C.9.19.1. Complete the rate sheet and supporting data (Attachments 11 and 40) for January 1 through December 31. Refer to Section H for further instructions.

C.9.20. 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 Attachment 40.

C.10. Implementation

C.10.1. Transition Meetings. If awarded, Suppliers are required to meet with EGID to ensure smooth transition for the upcoming plan year.

C.10.1.1. New Supplier Transition Process. Provide the following information:

C.10.1.1.1. Provide the Transition Manager name and contact information.

C.10.1.1.2. How many other implementation projects will the Transition Manager work on in addition to this contract?

C.10.1.1.3. Provide a copy of a typical implementation project plan.

- C.10.2. Creditable Coverage.** The Supplier must provide written notice of creditable prescription drug coverage to EGID per CMS definition and guidelines (pass the actuarial equivalency test) by December 31st of each year for the next Plan Year.
- C.10.3. 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.
- C.10.4. 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.
- C.10.5. Readiness Reviews.** OMES/CP and EGID may annually conduct scheduled meetings to the Supplier for purposes of testing the readiness of the Supplier.
 - C.10.5.1. Submission of a proposal in response to this RFP commits the bidding Supplier to cooperate and participate in these reviews, as required by EGID.
 - C.10.5.2. 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.
 - C.10.5.3. Details of the schedules, agendas, and content of the readiness review(s) will be distributed to the contracting Suppliers in a timely manner.
 - C.10.5.4. 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.

C.11. Premium Calculation

Describe the methodology used for developing the rates being proposed.

C.12. License

To be eligible to submit a proposal under this RFP, an organization must meet all legal requirements for doing business in the State of Oklahoma. The Supplier must provide a copy of its license issued by the Insurance Commissioner for the State of Oklahoma.

C.13. Actuary Certification

Suppliers are required to submit a statement from a qualified actuary certifying that the Supplier's information submitted in response to Attachments 8 through 13 is true, complete, and accurately reflects the experience of this account. The qualified actuary certification shall be submitted as part of the Supplier's response to this RFP (Attachment 19). A "qualified actuary" as used herein shall be a person recognized by either the American Academy of Actuaries or the Society of Actuaries as being qualified for such actuarial evaluation and certification. Proposals received without the required signed actuary certification for each proposed plan will not be accepted and the Supplier shall be ineligible for award of contract.

C.14. Mandatory Requirements

- C.14.1. Submission of a bid that meets all requirements outlined in C.1.
- C.14.2. Per C.12. To be eligible to submit a proposal under this RFP, an organization must meet all legal requirements for doing business in the State of Oklahoma.
- C.14.3. Per C.17. Submission of Attachment 2 Statement of Compliance in original bid submission.

C.15. Lawsuits and Litigation

- C.15.1. Disclose, unless prohibited by securities law, any prior lawsuits and litigation involving alleged or actual violations of administrative rules and hearings, or any lawsuits, litigation, or administrative proceedings, threatened or pending, involving the Supplier and any person or entity, the State of Oklahoma or any political subdivisions, and/or any state officer and/or any state employee acting in the capacity of a state employee arising from services rendered that are the same or similar to the work defined in the Solicitation Specifications in this RFP, and any settlements, compromises (if confidential, a statement of that fact) or Judgments of Record resulting from the foregoing described litigation or administrative proceedings for the past five (5) years preceding the Plan Year or affirm there are none.
- C.15.2. List and disclose Contract cancellations or negligent causes of action that arose from work performed that is the same or similar to work identified in the Solicitation Specifications in this RFP that was initiated by persons or entities against the Supplier that resulted in a settlement with or judgment against the Supplier in any jurisdiction in the United States in an amount of One Hundred Thousand Dollars (\$100,000.00) or more within the previous five (5) years, or affirm there are none.
- C.15.3. Disclose any data security breaches and specifically HIPAA security breaches that required notification to affected persons or a regulatory authority.
- C.15.4. List and describe any current malpractice suits filed against the Supplier or a provider in the network.

C.16. Annual Review

- C.16.1. After the completion of each Calendar Year, the Supplier must 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:
 - C.16.1.1. Medical management initiatives;
 - C.16.1.2. Summary by reporting division – Displays Claims, CMS Revenue, and Premiums paid by Programs delineated by State, Local Government and Local Education Employers;
 - C.16.1.3. Claimant characteristics (demographics);
 - C.16.1.4. Experience by diagnostic grouping, type of service, and claimant cost by age/gender;
 - C.16.1.5. Large claims report (>\$25,000); and

C.16.1.6. Plan utilization compared to Supplier's book of business report.

C.16.2. 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.

C.16.3. Value added benefit for Plan Year 2020 and required benefit for renewals.

C.16.3.1. HMO: Diabetes Prevention Program and bariatric surgery benefit coverage are reviewed as value added for Plan Year 2020. These are mandatory benefit requirements for future renewal options.

C.16.3.2. MSP: Diabetes Prevention Program benefit coverage is option for Plan Year 2020. This is a mandatory benefit requirement for future renewal options.

C.16.3.3. MAPD: Diabetes Prevention Program benefit coverage is option for Plan Year 2020. This is a mandatory benefit requirement for future renewal options.

C.17. Statement of Compliance

Each Supplier shall be required to submit a response to this solicitation as it is written. Any Supplier who wishes to propose exceptions or alternatives to any term, condition, or requirement of this solicitation must specify the exception and/or alternative and submit a response for each exception. If a Statement of Compliance (Attachment 2) is not returned to EGID with the Supplier's original proposal, the response may be excluded from further consideration. If a Statement of Compliance is submitted with exceptions, EGID will consider such exceptions and/or alternatives in the evaluation process or such exception and/or alternative may constitute grounds for rejection of the proposal. If a Statement of Compliance is submitted without listing those exceptions, EGID shall consider that all items offered are in strict compliance with the solicitation and the Supplier shall be responsible for compliance.

D. EVALUATION

D.1. Evaluation and Award

D.1.1. Best Value: This solicitation will be evaluated as best value in accordance with Title 74, §85.

D.1.2. The best value selection criteria for this proposal is listed below and all proposals will be reviewed and awarded based on the following evaluation criteria:

D.1.2.1. Mandatory Requirements (C.14.)

D.1.2.2. Response to Section C, including required Attachments

D.1.2.3. Response to Section H – Price and Cost, including required Attachments

D.1.3. The State reserves the right to request demonstrations and clarifications from any or all-responding Bidders.

D.2. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of technical Bids or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall put such clarifications in writing. The clarification shall not alter or supplement the Bid.

D.3. Competitive Negotiations of Offers

The State reserves the right to negotiate with one, selected, all or none of the Bidders responding to this Solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue material to an award decision or that may mitigate the State's risks. The State shall consider all issues negotiable and will not be artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bid.

Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

D.3.1. Negotiations may be conducted in person, in writing, or by telephone.

D.3.1.1. Any negotiation meetings held in person shall be conducted individually and privately with qualified Supplier(s) and may be tape recorded by EGID. OMES/CP and EGID shall hold all tape recordings, transcripts and notes of discussion(s) confidential.

D.3.1.2. Negotiation Meetings are tentatively set for June 10 - 14, 2019. Note that these dates are tentative and may be adjusted. Additionally, negotiation meetings are at the discretion of EGID and may or may not be held. Negotiation meetings are extended to potentially occur during renewal periods for future plan years.

D.3.2. Negotiations shall only be conducted with potentially acceptable Bids or renewal Bids. The State reserves the right to limit negotiations to those Bids that received the highest rankings during the initial evaluation phase.

D.3.3. Terms, conditions, prices, methodology, or other features of the Bid may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the Bid.

D.3.4. The requirements of this Solicitation shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

D.3.5. BEST and FINAL – The State may request best and final Bids if deemed necessary, and shall determine the scope and subject of any best and final request. However, the Bidder should not expect an opportunity to strengthen its Bid and should submit its best Bid based on the terms and condition set forth in this solicitation. OMES/CP and EGID shall retain as confidential information contained in the initial proposals submitted by qualified Supplier(s) as well as any subsequent bid offers made by qualified Suppliers(s) prior to final contract award or renewal as part of the BAFO negotiation process. Information clearly designated in the RFP as proprietary shall be held confidential pursuant to 74 O.S. § 1304.1(M)(12).

D.3.5.1. Suppliers are not permitted to offer a BAFO with an alternative plan design unless specifically requested by EGID.

D.3.6. OMES/CP and EGID reserves the right to consider historical information and facts, whether gained from the Bidder's proposal, or question and answer conferences in the evaluation process.

- D.3.7.** The Bidder is cautioned that it is the Bidder's sole responsibility to submit information pertinent to the evaluation and that EGID is under no obligation to solicit such information if it is not included with the Bidder's proposal or renewal deadline. Failure to submit such information may cause an adverse impact on the evaluation of the Bidder's Proposal.

D.4. Evaluation Process

The *Oklahoma State Employees Benefits Act*, 74 O.S. § 1371(C) states that all HMO plans offered by Supplier(s) for current employees that meet the proposal requirements as determined by EGID shall be accepted. Bids involving current employee coverage may be rejected or enrollment restricted for which the benefit price is determined to be excessive. Standalone MAPD plans will be evaluated by Best Value evaluation criteria. If a Supplier submits an HMO and an MAPD plan, and the HMO plan is rejected, then the entire bid combination will be rejected. The determination of compliance with proposal requirements shall be made by OMES/CP and EGID. EGID shall be responsible and have the final decision regarding compliance with administrative rules and regulations.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

Prospective Bidders are urged to read this Solicitation carefully. Failure to do so shall be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, Bids shall be evaluated and any resultant contract(s) shall be administered in accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this Solicitation can be altered only by written Amendment approved by the State and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this Solicitation constitute grounds for a claim after award of the Contract.

E.2. Preparation of Bid

- E.2.1.** Any usage amounts specified are estimates only and are not guaranteed to be purchased.
- E.2.2.** Information shall be entered on the form provided or a copy thereof.

E.3. Submission of Bid

- E.3.1.** All Bids must be submitted to OMES/CP to the attention of the Procurement Specialist as identified on the front page of this Solicitation. It is the Bidder's sole responsibility to submit information in the Bid as requested by this Solicitation. The Bidder's failure to submit required information may cause its Bid to be rejected.
- E.3.2.** The Bid should be paginated and indexed in alpha order with reference to specific sections of this Solicitation. All Bids shall be legibly written or typed. Any corrections to Bids shall be initialed. Penciled Bids and penciled corrections shall not be accepted and shall be rejected as non-responsive. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Bid are not desired.
- E.3.3.** PDF is an acceptable format for solicitation responses except for the required documents that need to be submitted in Excel and/or Word format.
- E.3.4.** Faxed or emailed responses will not be accepted. Original hard copies are not required or preferred.
- E.3.5.** All proposed HMO and Medicare Supplement confidential rates and copays shall be submitted in a single envelope, package, or container and shall be sealed, under separate cover separate from the Supplier's proposal and is NOT to be included on the thumb drive. The qualified actuary certification and adequate supporting information shall be attached to the Supplier's rate sheet. It shall be clearly marked as CONFIDENTIAL – RATES AND CO-PAYS. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- E.3.6.** For MAPD plans, confidential rates and copays shall be submitted in a single envelope, package, or container and shall be sealed under separate cover separate from the Supplier's proposal and is NOT to be included on the thumb drive. Because MAPD rates are dependent on federal rates, the MAPD rates may be submitted separately to the Contracting Officer listed on the front of the solicitation no later than August 5 of the year preceding the Plan Year to which the rates apply or two (2) business days following CMS deadlines for rebate allocation calculations based upon the release of the CMS national average monthly bid amounts.
- E.3.7.** It shall be clearly marked as CONFIDENTIAL – RATES AND CO-PAYS. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- E.3.8.** Bids shall be in strict conformity with the instructions to Bidder, and shall be submitted with a completed "Responding Bidder Information" OMES Form 076, and any other forms completed as required by this Solicitation.
- E.3.9.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES Form 004, must be made out in the name of the Bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- E.3.10.** All Bids submitted shall be consistent with the Oklahoma Central Purchasing Act and associated Rules and subject to the Information Services Act and other statutory laws and regulations as applicable.
- E.3.11.** By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack information.
- E.3.12.** If a Bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in this Solicitation, known to the Bidder, or an error that reasonably should have been known by the Bidder, the Bidder shall submit a Bid at its own risk; and if awarded the Contract, the Bidder shall not be entitled to additional compensation, relief, or time by reason of the error or its later correction. If a Bidder takes exception to any requirement or specification contained in this Solicitation, these exceptions must be clearly and prominently stated in the Bid.
- E.3.13.** Bidders should note that this Solicitation reflects changes in the existing operation to increase efficiencies and streamline business environments in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance to this Solicitation.

E.4. Bid Change

If the Bidder needs to change a Bid prior to the Solicitation Closing Date and Time, a new Bid shall be submitted to the State with the following statement: "This Bid supersedes the Bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the Bidder shall be inserted in the upper left corner of the single envelope, package, or container. Solicitation number and solicitation closing date and time must appear on the face of the single envelope, package, or container.

E.5. Solicitation Amendments

- E.5.1.** If an "Amendment of Solicitation", OMES Form 011 (or other format as provided), is issued, then the Bidder shall acknowledge agreement with each such Amendment of Solicitation by signing and returning the Solicitation Amendment. An executed Amendment may be submitted with the Bid or may be forwarded separately. If forwarded separately, the executed Amendment must contain this Solicitation number and Closing Date and Time on the front of the envelope. The State must receive the executed Amendment by the Closing Date and Time specified for receipt of bids for the Bid to be deemed responsive. Failure to agree to a Solicitation Amendment may be grounds for rejection.
- E.5.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Solicitation. All Amendments to this Solicitation shall be made in writing by the State.
- E.5.3.** It is the Bidder's responsibility to check the State's website frequently for any possible Amendments to this Solicitation that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete its Bid.

E.6. Proprietary and/or Confidential

- E.6.1.** Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure. If a Bidder claims any portion of its Bid as financial or proprietary confidential information, the Bidder must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the Bidder shall submit the information separate and apart from the Bid and mark it Financial or Proprietary and Confidential. Pursuant to the Oklahoma State Finance Act, the State CIO shall make the final decision as to whether the separately submitted information is confidential.
- E.6.2.** If the State CIO does not acknowledge the information as confidential, OMES/CP will return or destroy the information with proper notice to the Bidder and the information will not be considered in the evaluation. A Bid marked, in total, as financial or proprietary and/or Confidential shall not be considered.

E.7. Oklahoma Open Records Act

Bids are subject to public disclosure in accordance with the Oklahoma Open Records Act. To the extent permitted by such Act, the Bid will not be disclosed, except for purposes of evaluation, prior to approval by the State CIO of the awarded Contract. All material submitted becomes the property of the State. Bids will not be considered confidential after award of the Contract except that information in the Bid determined to be confidential by the State CIO shall continue to be considered confidential.

E.8. Communications Concerning Solicitation

The procurement specialist listed on the cover page of this solicitation is the only individual in which the Bidder should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the Bid being considered non-responsive and not considered for further evaluation.

E.9. Administrative Review

Bidders who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Contracting Officer listed on the front of the solicitation. To be considered a request for review, it must be received no later than 3:00 P.M. Central Time on March 22, 2019. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to this Solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

E.10. General Solicitation Questions

Bidder may submit general questions concerning the specifications of this Solicitation. All questions and answers regarding this Solicitation shall be posted to the IT procurement wiki at:

<https://wiki.ok.gov/display/itprocurement/0900000371>

- E.10.1.** Questions received via any other means will not be addressed. To register with the State of Oklahoma for wiki access, please follow the link below to request access:

https://www.ok.gov/triton/modules/formbuilder/form.php?form_id=d432ccf8aabf5d6355bd1771fab357ca246cd410bcf1394fb7a08606bbcf627

- E.10.2.** In order to guarantee that wiki access is created prior to closing date for submitting questions for a solicitation, please request access at least five (5) business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a Bidder's lack of access if the request is not made within this timeline.
- E.10.3.** When posing questions, every effort should be made to:
 - a) be concise;
 - b) include section references, when possible; and
 - c) avoid use of tables or special formatting (use simple lists).

- E.10.4.** These questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES - ISD website and linked on the wiki. Bidders are advised that any questions received after **3:00 P.M. Central Time on April 4, 2019** shall not be answered.

E.11. Proposal Withdrawal

Before the proposal opening date and time, a submitted proposal shall be withdrawn by a written request signed by the proposer and emailed to the Contracting Officer at Vanessa.Young@omes.ok.gov.

E.12. Restrictions on Communication with EGID Staff

From the issue date of this RFP until a Bidder is selected, Bidders are not allowed to discuss this RFP with any Oklahoma Employees Insurance Benefits Board member, EGID employee or any Consultant to EGID unless the discussion is part of the OMES/CP negotiation process. This restriction shall not prohibit discussions needed by the current Supplier to perform its job. Any violation of this restriction shall result in disqualification.

E.13. P-Cards

The State of Oklahoma has issued payment cards to most State agencies. The current P-Card contract holder utilizes VISA. If awarded a contract, will your company accept the State of Oklahoma approved purchase card:

Yes No (check one)

E.14. Electronic Funds Transfer (EFT)

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically. If awarded a contract will your company accept payment for invoices from the State by EFT:

Yes No (check one)

E.15. Bid Deliverables

Each Bidder must submit two (2) complete copies of the Bid on two (2) separate thumb drives for a total of two (2) electronic documents in a "machine readable" format meaning the document must be accessible by inserting it into a computer either unprotected or if protected must be sent with the correct password. One (1) thumb drive shall be marked as the original and will be considered the official response in evaluating responses for scoring, Open Records Requests, and protest resolution. One (1) thumb drive shall be marked as a copy. Each Bid must be submitted in a single sealed envelope, package, or container.

E.15.1. Section One – Introduction

- a) Letter of Introduction
- b) Completed "Responding Bidder Information" OMES Form 076.
- c) Completed "Certification for Competitive Bid and Contract" OMES Form 004.
- d) Signed Amendment(s), if any.
- e) Statement of Compliance (Attachment 2), and any exceptions to solicitation terms and conditions.

E.15.2. Section Two – Response to Solicitation Specifications

- E.15.2.1. Provide a detailed response to specifications where it is requested the Bidder affirm, agree, attach, confirm, describe, disclose, identify, provide, specify, supply, and answer questions where asked in this solicitation.
- E.15.2.2. The Supplier should restate the service, requirement, or question and then state its response.
- E.15.2.3. The Supplier's compliance with the requirements in this section shall be determined according to the sole unrestricted discretion of EGID

E.15.3. Section Three – Bidder Agreements

- E.15.3.1. Standard Business Associate Agreement (Attachment 1).
- E.15.3.2. Bidder shall provide any required software licenses, maintenance, service agreements and any other similar applicable agreements.
- E.15.3.3. Note: Any agreements not submitted with Bidder's original bid shall not be considered.

E.15.4. Section Four – EITA Compliance

Provide adequate information defining your products level of EITA compliance by providing a Voluntary Product Accessibility Template (VPAT) that indicates compliance of all products offered with the provisions of Section 508 of the Rehabilitation Act Amendments included in the Workforce Investment Act of 1998. Supplier may provide a URL link to a website providing VPAT for products deliverables through resulting Contract.

E.15.5. Section Five – Security Certification and Accreditation Assessment

Bidder shall provide a completed Security Certification and Accreditation Assessment if Bidder is offering a hosted solution as part of its Bid response.

E.15.6. Section Six – Disabled Veterans Preference

Please provide additional information in regard to if this is a Disabled Veterans Owned Business as requested in OMES Form 076.

E.15.7. Section Seven – All other information not listed above.

E.16. Notice of Award

A notice of award in the form of a purchase order or other Contract Documents resulting from this Solicitation shall be furnished to the successful Bidder and shall result in a binding Contract.

F. CHECKLIST

F.1. Proposal Checklist

Listed below is a checklist of items that are to be completed and returned with the proposal. This is not an all-inclusive list and it is the Supplier's responsibility to ensure that they submit all required/requested documentation:

- F.1.1. _____ OMES Form 076 – Responding Bidder Information
- F.1.2. _____ OMES Form CP 004 – Certification for Competitive Bid and/or Contract
- F.1.3. _____ Response to Section C.6 through C.17
- F.1.4. _____ All Amendments signed (if any)
- F.1.5. _____ Attachment 1: Business Associate Agreement

- F.1.6. _____ Attachment 2: Statement of Compliance
- F.1.7. _____ Attachment 3: Standardized Service Areas
- F.1.8. _____ Attachment 4: Geo-Access Report
- F.1.9. _____ Attachment 5: Ratio of PCPs to Members
- F.1.10. _____ Attachment 6: HMO Plan Design
- F.1.11. _____ Attachment 7: HMO Premium Quote
- F.1.12. _____ Attachment 8: HMO Rate Development
- F.1.13. _____ Attachment 9: Rate Development Supporting Data – Active Employees
- F.1.14. _____ Attachment 10: Rate Development Supporting Data – Early Retiree Employees
- F.1.15. _____ Attachment 11: MAPD Rate Setting Support
- F.1.16. _____ Attachment 12: Large Claims Report for 2017 and 2018
- F.1.17. _____ Attachment 13: New Vendor Only – Aggregate Utilization Experience Data
- F.1.18. _____ Attachment 14: MAPD Benefit Summary
- F.1.19. _____ Attachment 15: Coverage for High Option Medicare Supplement Plan
- F.1.20. _____ Attachment 16: Bid Submission Network Detailed Reports
- F.1.21. _____ Attachment 17: License(s)
- F.1.22. _____ Attachment 18: Audited Financial Statements
- F.1.23. _____ Attachment 19: Actuary Certification
- F.1.24. _____ Attachment 20: Member I.D.
- F.1.25. _____ Attachment 21: Organizational Chart and Brand Logo
- F.1.26. _____ Attachment 22: Satisfaction Surveys
- F.1.27. _____ Attachment 23: CAHPS Survey
- F.1.28. _____ Attachment 40: MAPD Premium Rate and LIS Quote
- F.1.29. _____ Attachment 41: MSP Premium Quote
- F.1.30. _____ Attachment 42: OEIBB-003 Commercial Carrier Contracting Policy
- F.1.31. _____ Attachment 43: Security Certification & Accreditation Assessment
- F.1.32. _____ Electronic copies as outlined in Section E
- F.1.33. _____ VPAT
- F.1.34. _____ Vendor Payee Form

G. OTHER

G.1. Attachments

- G.1.1. _____ Attachment 1: Business Associate Agreement
- G.1.2. _____ Attachment 2: Statement of Compliance
- G.1.3. _____ Attachment 3: Standardized Service Areas
- G.1.4. _____ Attachment 4: Geo-Access Report
- G.1.5. _____ Attachment 5: Ratio of PCPs to Members
- G.1.6. _____ Attachment 6: HMO Plan Design
- G.1.7. _____ Attachment 7: HMO Premium Quote
- G.1.8. _____ Attachment 8: HMO Rate Development
- G.1.9. _____ Attachment 9: Rate Development Supporting Data – Active Employees
- G.1.10. _____ Attachment 10: Rate Development Supporting Data – Early Retiree Employees
- G.1.11. _____ Attachment 11: MAPD Rate Setting Support
- G.1.12. _____ Attachment 12: Large Claims Report for 2017 and 2018
- G.1.13. _____ Attachment 13: New Vendor Only – Aggregate Utilization Experience Data
- G.1.14. _____ Attachment 14: MAPD Benefit Summary
- G.1.15. _____ Attachment 15: Coverage for High Option Medicare Supplement Plan
- G.1.16. _____ Attachment 16: Bid Submission Network Detailed Reports
- G.1.17. _____ Attachment 17: License(s)
- G.1.18. _____ Attachment 18: Audited Financial Statements
- G.1.19. _____ Attachment 19: Actuary Certification
- G.1.20. _____ Attachment 20: Member I.D.
- G.1.21. _____ Attachment 21: Organizational Chart and Brand Logo
- G.1.22. _____ Attachment 22: Satisfaction Surveys
- G.1.23. _____ Attachment 23: CAHPS Survey

- G.1.24. _____ Attachment 24: Census Data
- G.1.25. _____ Attachment 25: Carrier Eligibility Export
- G.1.26. _____ Attachment 26: Section 125 Debit Card File Layout
- G.1.27. _____ Attachment 27: Minimum Required Reporting List
- G.1.28. _____ Attachment 28: MAPD File and Changes Reports
- G.1.29. _____ Attachment 29: Premium Discrepancy Reports
- G.1.30. _____ Attachment 30: Member Services Reports
- G.1.31. _____ Attachment 31: HIPAA, FWA, and Grievance Reports
- G.1.32. _____ Attachment 32: Utilization Reports
- G.1.33. _____ Attachment 33: Network Changes Summary
- G.1.34. _____ Attachment 34: Network Detailed Reports
- G.1.35. _____ Attachment 35: Detailed Utilization Reports
- G.1.36. _____ Attachment 36: MAPD Detailed Utilization Reports
- G.1.37. _____ Attachment 37: Individual Employer Experience Report
- G.1.38. _____ Attachment 38: Advertising Approval Request Form
- G.1.39. _____ Attachment 39: Marketing Materials
- G.1.40. _____ Attachment 40: MAPD Premium Rate and LIS Quote
- G.1.41. _____ Attachment 41: MSP Premium Quote
- G.1.42. _____ Attachment 42: OEIBB-003 Commercial Carrier Contracting Policy
- G.1.43. _____ Attachment 43: Security Certification & Accreditation Assessment

H. PRICE AND COST

H.1. Coverage Tiers

H.1.1. Pre-Medicare and Medicare Supplement Plans. The State of Oklahoma offers four coverage tiers for both eligible current and eligible former employees and their eligible dependents. Rates must be quoted for all four levels as specified below. Rate quotes for coverage levels other than the four levels specified below shall not be considered. The Supplier will be required to describe the methodology for developing the rates. The four levels of coverage are as follows:

H.1.1.1. Employee Only

H.1.1.2. Spouse

H.1.1.3. One Child

H.1.1.4. Two or More Children

H.1.2. MAPDs. In accordance with federal requirements, MAPDs rates are based upon per-covered individual.

H.1.3. Family Units with combined Medicare/non-Medicare Coverage. If a Supplier must provide a Medicare plan, such Supplier must be able to provide service to members and dependents where one is eligible for Medicare and the other is not. For example, if a member is pre-Medicare and the dependent is eligible for Medicare, EGID will bill the pre-Medicare rate for the primary member and the Medicare dependent rate for the dependent.

H.2. Risk Adjustments

H.2.1. In order to allocate the risk for all health care choices in an equitable manner, the State hereby prescribes the following risk adjustment factors to adjust premiums of all insured members including dependents (actives and non-Medicare retirees) affected by this RFP. These factors consider age and gender components to adjust the employee's premium rates contracted by all health care choices available to members affected by this RFP.

H.2.2. This risk adjustment will be calculated for each health care choice available to affected members based on the actual enrollment (actives and non-Medicare retirees) as of the first day of the contract year and will remain constant for the entire contract year.

H.2.3. To the extent that a health care choice enrollment reflects a lower average risk, an adjustment (reflecting the difference of the average risk values) will be deducted from the remitted premiums to the health care choice. Conversely, a health care choice with a higher average risk will receive a positive adjustment (reflecting the excess of the average risk value). There is no risk adjustment for Medicare primary participants.

H.2.4. The risk adjustment for each health care choice will be calculated using the demographic table (Chart 1) published in "Health Care Costs – From Birth to Death", June 2013, sponsored by the Society of Actuaries. Upon request, EGID will be available to discuss this methodology during the Best and Final Offer process if any a health care choice has any questions.

H.3. Administrative Assessment

The quoted rates shall include an administrative cost adjustment to reimburse EGID for administrative activities including, but not limited to, enrollment, record keeping, accounting, and employee communication functions. The amount of this adjustment for Plan Year 2020 shall be \$4.624 Per Member Per Month (PMPM) rate collected by EGID for each plan. This fee is determined annually by EGID and is subject to change either up or down in pricing. 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.

H.4. Consolidated Omnibus Budget Reconciliation Act (COBRA)

The monthly rates which eligible participants under COBRA are charged for plan coverage will include the various loadings (e.g., administrative, reserves, etc.) also charged current employees as discussed in this RFP. COBRA premiums will be subject to a two percent (2.0%) administrative fee and as allowed by law retained by the State to offset the administrative costs. Based on CMS guidance, the two percent administrative fee will not be assessed on any PDP.

H.5. Premium Quotes

- H.5.1.** Each Supplier shall submit a specific schedule of premium rates in accordance with actuarial principles for all categories of participants and levels of coverage, as described herein.
- H.5.2.** Suppliers must provide one state-wide premium quote for all service areas.
- H.5.3.** The premium rates shall not be excessive, inadequate or unfairly discriminatory.
- H.5.4.** This rate sheet must be accompanied by a signed statement by the Supplier's qualified actuary, certifying that the methodology used in developing these rates is sound according to accepted actuarial principles. A certification by a qualified actuary as to the appropriateness of the method, based on reasonable assumptions, shall accompany the proposals along with adequate supporting information. This documentation shall be attached to the rate sheet.
- H.5.5.** Suppliers may provide an explanation of the service areas covered by the premium quote.
- H.5.6.** Suppliers shall provide any other information as requested by EGID, including but not limited to confidential rate development methodology and plan design, as required for use by EGID during the procurement process.
- H.5.7.** Submission of confidential proposed rates must be handled in accordance with procedures stated in Section E of this RFP. Supplier must submit return renewal rates by the first business day in May preceding the plan year requested.
- H.5.8. Current and Non-Medicare Retiree Quotes**
 - H.5.8.1.** Each Supplier must bid on all categories, including both eligible current and former eligible employees and their eligible dependents.
 - H.5.8.2.** The benefits shall be those specified in Attachment 6.
 - H.5.8.3.** In setting health insurance premiums for current employees and for retirees under sixty-five (65) years of age, the Suppliers shall set the monthly premium for current employees to be equal to the premium for retirees under sixty-five (65) years of age.
 - H.5.8.4.** For accounting purposes related to biweekly payrolls, any cents quoted in the Supplier's rates shall be divisible by two.
 - H.5.8.5.** The rates shall be submitted in Attachment 7.
 - H.5.8.5.1.** Rates will be reviewed for excessive pricing per the OEIBB-003 Commercial Carrier Contracting policy.
- H.5.9. Medicare Supplement Quotes**
 - H.5.9.1.** The benefits shall be those specified in Attachment 41.
 - H.5.9.2.** The rates shall be submitted in the in Attachment 7. Submission of confidential proposed rates must be handled in accordance with procedures stated in Section E of this RFP. The Submitted rates and accompanying documentation for Table 2 should be submitted in the same electronic file as Attachment 7 (Current and Non-Medicare Retiree).
- H.5.10. Premium Quotes – MAPD only**
 - H.5.10.1.** The rate sheet shall include the plan name and the per-covered individual per month premium.
 - H.5.10.2.** The MAPD shall submit rates on a per-covered individual per month basis for the Plan Year January 1, 2020 through December 31, 2020.
 - H.5.10.3.** The due date for MAPD rates will be the later of:
 - H.5.10.3.1.** August 6 of the year preceding the Plan Year; or
 - H.5.10.3.2.** Two business days following CMS deadlines for rebate allocation calculations based upon the release of the CMS national average monthly bid amounts.
 - H.5.10.4.** All rates set forth shall be for Medicare-eligible members only.
 - H.5.10.5.** Confidential premium rates must be sent in both of the following formats to the Contracting Officer listed on the front page of the solicitation packet and will be considered part of the bid response.
 - a) In an email sent on the day the rates are announced by CMS
 - b) On a USB in an envelope marked "confidential" no later than two (2) business days after the rates are released. If there is any discrepancy between what is emailed and what is received on the USB, the USB will supersede the email as the version to be included with this RFP.



Responding Bidder Information

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** _____

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

YES – Permit #: _____

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. **Registration with the Oklahoma Secretary of State:**

YES - Filing Number: _____

NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

YES – Include with the bid a certificate of insurance.

NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.²

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature	Date
Printed Name	Title



Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: _____ Agency Number: _____

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number