# SPECIAL PROVISIONS

## Contract Period

Contract Period is January 1, 2018 through December 31, 2018. The awarded contract agreement binds the supplier as of the date of award to provide services, as awarded, for Plan Year 2018 (January 1, 2018 through December 31, 2018).

## Definitions

* + 1. “Business Associate” shall have the meaning given to Business Associate under the Privacy Rule, including, but not limited to, 45 CFR § 160.103.
    2. “Business Associate Agreement” shall mean 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).
    3. “Contract” shall mean the definition of contract as defined in Section A.9.
    4. “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.
    5. “HIPAA” refers to the Health Insurance Portability and Accountability Act of 1996 and includes any regulations promulgated pursuant thereto.
    6. “OEIBA” means the Oklahoma Employees Insurance and Benefits Act, 74 O. S. (2011) §1301, et seq.
    7. “OEIBA Program” means those benefits available to eligible participants through the OEIBA.
    8. “OEIBB” means the Oklahoma Employees Insurance and Benefits Board, established by the OEIBA.
    9. “OMES” means the Office of Management and Enterprise Services.
    10. “OMES/CP” means the Office of Management and Enterprise Services, Central Purchasing.
    11. “PGP” means Pretty Good Privacy.

## Contract Defined

* + 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, along with any Addendums 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 when OMES/CP awards the Contract to the successful supplier(s). This clause supplements section A.9. Any Addendum to the contract or revisions signed by both parties and presented to OMES/CP shall take precedence over other contract documents.
    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.

## Acceptance of Offer

* + 1. The submission of a solicitation shall constitute a binding offer to perform those services described within the RFP.
    2. By submitting a solicitation response, the supplier(s) agrees that it waives its rights to claims for damages against the OMES/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.
    3. The provider(s) must affirm their understanding of all contractual provisions and agree to those provisions for the duration of the contract.

## Termination

* + 1. EGID 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 EGID.
    2. EGID may terminate this Contract for cause upon giving the supplier sixty (60) days’ notice prior to the date of termination. EGID shall also provide the supplier with a thirty (30) day written notification of termination.
    3. The State may terminate the Contract immediately, without a thirty (30) day written notice to the supplier, when a violation(s) is found to be an impediment to the State.
    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.
    5. The contract shall not be cancelled by any supplier for any reason during the contract period. This supersedes Section A.24.1.
    6. These terminations clauses are in addition to Sections A.24 and A.25.

## Costs Incurred

OMES/CP and EGID specifically assume 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.

## 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/](http://www.ok.gov/sib/) (go to “About EGID”, then 2015 Annual Report Statement).

## Records

The Provider 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 Provider will not release confidential protected member information. The Provider 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.20.

## Electronic and Information Technology Accessibility (EITA) Standards

* + 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.
    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.
    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 failure to comply with the aforementioned requirements.

## Confidentiality and HIPAA Compliance

* + 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).
    2. Supplier is solely responsible for the consequences of any act or omission on its part that is not in compliance with HIPAA.
    3. Supplier shall dedicate an experienced networking specialist to serve as a liaison to EGID for network related issues.
    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.
    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 both standard or non-standard.
    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).
    7. All email shall be encrypted using the TLS protocol between email servers unless an encrypted VPN tunnel has been established.

## Ownership of Data

* + 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. In connection with this Contract, the supplier will have access to information that is considered confidential.
    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.
    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, 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.
    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, appropriate, 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. 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.
    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.
    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.
    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.
    8. This entire Section shall survive any termination, renewal, extension or amendment of this Contract.

## Fiduciary

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

## 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.

## 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 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.

## 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.

## 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.

## Notices Required by Contract

* + 1. Any notice required by the terms of this Contract, shall be provided in writing and (i) mailed by the United States Postal Service (USPS), postage prepaid, certified mail, return receipt requested; or, (ii) delivered by an overnight delivery company with written delivery confirmation, or, (iii) hand delivered with written delivery confirmation. Notices shall be addressed to EGID Director of Benefit Contracting, 3545 N.W. 58th Street, Suite 110, Oklahoma City, OK 73112, or the supplier at the address listed on the purchase order.
    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.

## 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.

## 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.

## Assignments

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

## 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.

## 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 a 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 modifications are ready to be put into production.

## Benefits and Reporting Required by Law

In addition to the benefits specified within this RFP, suppliers must provide any benefits and reporting that is required by state or federal law.

## No Commissions

* + 1. 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,
    2. To provide a statement as part of its response to this RFP that absolutely no commissions or finder's fees are to be paid to any subcontractor, broker, agent or other individual, organization or entity in connection with an award of the contract to offer supplier services.

## 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.

## Lawsuits and Litigation

* + 1. The supplier must 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 or affirm there are none.
    2. The supplier shall 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.
    3. The supplier shall disclose any data security breaches and specifically HIPAA security breaches that required notification to affected persons or a regulatory authority.
    4. List and describe any current malpractice suits filed against the supplier’s network

## Fraud, Waste & Abuse Compliance Program

The supplier must acknowledge 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 (1) hour annually of training for applicable supplier employees.

## 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. Any interpretation or disputes with respect to Contract provisions shall be resolved in accordance with the laws of the State of Oklahoma. Jurisdiction for and any litigation between EGID and the supplier shall occur in either a State or Federal court in Oklahoma County, Oklahoma. However, federal laws, regulations applicable to the OEIBA Program preempt all State laws and regulations, except for State licensing laws and State laws relating to plan solvency.

## 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.

## Notification of Award

Notification shall be made to the successful suppliers by issuance of a purchase order. Public information releases pertaining to this contract/award(s) shall not be made without prior written approval by EGID.

## 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.

## 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.

## 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.

## Revisions to the RFP

EGID and OMES/CP 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.

## ~~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~~.

# SOLICITATION SPECIFICATIONS

## Statement of Purpose

* + 1. The OMES/CP, on behalf of EGID, is requesting proposals for Vision Carriers for qualified Vision plans to offer vision benefits to eligible OEIBA Program participants for 2018. Up to two (2) in-state and up to two (2) out-of-state vision carriers will be awarded for a maximum of four (4) vision carriers. All proposals must be submitted in accordance with the policies, procedures, requirements, and dates set forth below.
    2. To participate, suppliers must offer a vision option meeting the Solicitation Specifications and Vision Plan Option statute (see Attachment 7).

## 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 vision care benefits that are available in Oklahoma while maintaining a cost efficient program and a rising level of quality vision care services.

## Identification of EGID

* + 1. EGID was established by, and operates pursuant to, the OEIBA.
    2. OMES has declared itself a HIPAA hybrid entity in accordance with 45 C.F.R. §§164.103 and 164.105, and EGID is a “covered component” subject to HIPAA.
    3. Pursuant to legislative authority, EGID adopts rules that set forth the eligibility, type of participation and benefit guidelines for all participating employers. A copy of the official agency Rules is on file with the Office of the Secretary of State beginning at 260:45-1-1, or the Rules may be found on EGID’s website at <http://www.ok.gov/sib/>, under “About EGID” then click on “Administrative Rules”.

## 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 vision benefit choices for the eligible participating population.

## Identification of OEIBA Program Participants

Vision benefits are available to current and former state and education employees, employees of other state governmental entities and quasi-state governmental entities authorized by the OEIBA to participate in the OEIBA Program.

As of January 31, 2017 the OEIBA Program included:

|  |  |
| --- | --- |
| Category | Total Lives |
| Total Primary Members | 148,568 |
| Total Dependents | 76,886 |

## General Specifications

### Eligibility Transmission

* + - 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.
      2. The supplier must accept EGID's eligibility file layout as described in Attachment 4 Carrier Eligibility Export. Vision carriers will be sent “full eligibility files” weekly.
      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](mailto: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](mailto:sib.edi@sib.ok.gov) stating what has not been processed and the reason it wasn’t processed.
      4. The supplier will be required to maintain its eligibility records from the data provided in a timely and accurate manner.
      5. Eligibility information sent as “urgent” must be processed and confirmed within (24) twenty-four (24) hours.

### Premium Accounting

* + - 1. EGID will communicate all eligibility data and remit all premium dollars to carriers. EGID remits premiums to suppliers based on enrolled members.
      2. EGID forwards premiums to the supplier on the 20th of the month following the premium 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.
      3. Because of eligibility provisions within the Act, retroactive adjustments may occur to eligibility of individual participants. If, due to retroactive adjustments, premiums must be refunded to a member or participating entity, EGID will recover those premiums from a future supplier remittance. In these situations, premiums must be refunded to a member or participating entity and EGID will recover those premiums from a future supplier remittance.

### Reporting

* + - 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.
      2. The supplier shall deliver all reports listed in Attachment 6 Monthly and Quarterly Reports in the format, frequency, timeframe and to the intended recipient noted in the list or as otherwise required by EGID. The reports shall include subgroups, which at a minimum are active employees.
      3. The OEIBB is interested in increased OEIBA Program transparency to the public. Please indicate by report number in Attachment 6 Monthly and Quarterly Reports 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.

### Significant Events

* + - 1. The supplier shall immediately notify EGID of any current or prospective “significant event” on an ongoing basis. All notifications shall be submitted in writing to EGID Director of Benefits Contracting. As used in this provision, a “significant event” is any current or future occurrence or anticipated occurrence that might reasonably be expected to have a material effect upon the supplier’s ability to meet its contractual obligations to EGID. Significant events may include but not be limited to the following:
         1. Disposal of major assets
         2. Any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract
         3. Termination or addition of supplier contracts
         4. The supplier’s insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings
         5. Impairment of the security offered as a performance guarantee
         6. Strikes, slow-downs or substantial impairment of the supplier’s facilities or of other facilities used by the supplier in the performance of this contract
         7. Reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters
         8. Known or anticipated merger or acquisition
         9. Known, planned or anticipated stock sales
         10. Any litigation filed by a member against the supplier
         11. Any sale or merger
         12. Significant changes in market share or product focus
         13. HIPAA violation
      2. The supplier shall confirm its understanding and its agreement to the above notification requirements.

### Workflow and Web Interfacing

* + - 1. During the contract period, the supplier will respond to EGID’s member related inquiries through the web via EGID’s software that tracks and reports member issues. The software that EGID utilizes for the process is called “WorkFlow” and was developed by ViTech, and is the EGID’s premium accounting and eligibility system. WorkFlow is user friendly, and only requires that the supplier have access to the web. No software purchase is required by the supplier for this process.
      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 regularly login to both applications in order to keep access from being terminated due to inactivity. Send all eligibility issues by email to the Member Research and Resolution unit at [MemberAccountsResearch&Resolution@omes.ok.gov](mailto:MemberAccountsResearch%26Resolution@omes.ok.gov)
      3. Describe how the supplier will interface with EGID’s Web Eligibility and Workflow process to track and report member issues through the web.

### Participant Eligibility

An individual’s eligibility to participate is subject to all federal and state laws governing the Program. EGID has the responsibility and authority to decide all questions of eligibility within the OEIBA Program. Highlights of eligibility include:

* + - 1. There is an annual Option Period which historically begins in mid-September and runs through early December. Elections made during this option period are effective January 1st of the following year.
      2. Active employees may enroll in coverage the first day of the month following the month of employment or the date he/she becomes eligible. If the employee elects dependent coverage, the employee must cover all eligible dependents, unless the dependent is covered by other insurance. The employee also has thirty (30) days after acquiring a new dependent in which to add that dependent. Members or dependents not enrolled when initially eligible, or within thirty (30) days of a midyear qualifying event, cannot elect coverage until the next Option Period.
      3. Coverage for newborn dependents will be effective the first of the birth month only if the member enrolls the newborn within thirty (30) days of the birth event. Premiums for the newborn are due for each month the child is covered through the employer.
      4. Continuation of coverage must be extended to all qualified members in such a manner as to fully comply with State law and the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and all amendments thereto that have been or may be enacted. EGID will handle the premium billing, collection and termination procedures for all COBRA participants, while the supplier shall provide the vision coverage services for those enrolled in the supplier’s OEIBA plans. Qualified COBRA beneficiaries will have the option of changing enrollment elections during any Option Period, which occurs during the term of their coverage continuation.
      5. Prevention of enrollment of employees during the aforementioned Option Period or during the plan year as mentioned previously is prohibited. Furthermore, unilateral disenrollment of a member by the suppliers, unless agreed to in writing by EGID.
      6. Continuous vision insurance coverage through EGID or qualified suppliers must begin or continue within thirty (30) days of termination from active employment.
      7. A change from one (1) insurance carrier to another is limited to the option period unless the member moves. Plan enrollments or changes by the member shall not be allowed during the same plan year.
      8. The supplier shall confirm its understanding and its agreement to the above notification requirements.
    1. **Supplier Affirmation.** Supplier is to affirm and agree to all requirements in all of Section C.6. Any exceptions must be stated per the applicable section. Any exceptions taken may make the supplier’s response non-responsive.

## Marketing and Communications Guidelines.

### Failure to Abide by Guidelines.

* + - 1. Failure by the supplier to abide by marketing and communication guidelines may result in one (1) or more of the following consequences:
         1. The supplier being barred from accepting new enrollees for the balance of this contract;
         2. The supplier being barred from accepting new enrollees for the contract immediately succeeding this contract; and/or
         3. The supplier being deemed ineligible from bidding in subsequent RFPs for the OEIBA Program.
    1. **Prohibited Marketing and Communications Activities.** The following is not permitted:
       1. Direct marketing or sales marketing approaches.
       2. 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.
       3. Solicitations or attempts by the supplier, or any affiliate or subsidiary, to induce an employer participating in the OEIBA Program to enter into an agreement for any type of vision insurance coverage other than that provided under this contract. The supplier must not use any information obtained as a result of this contract, including information about participating employers, employees, dependents, and claim experience, for any purpose other than processing claims and providing such other services as are required under this contract. In the event the supplier, or any affiliate or subsidiary, receives a request from a participating employer for a proposal and/or a request for claim information for coverage of the type being provided under this contract, the supplier must advise the EGID Director of Benefit Contracting of the request. Claim information will only be released with EGID approval. Suppliers should not attend, create, or hold any meetings with employer groups without prior EGID approval.
       4. 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.
       5. 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 are prohibited (with the exception of materials handed out at vision fairs and employer-sponsored employee meetings and events).
       6. Presentations by suppliers during employee meetings for active state employees unless pre-approved by EGID and as permitted by law; however, carriers may participate in education, county and local government employee scheduled and organized meetings as directed by EGID.
       7. 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.
    2. **Encouraged Marketing and Communications Activities.** The following is encouraged:
       1. Attendance at benefit fairs and employer-sponsored meetings throughout the year is strongly encouraged.
       2. Post-election enrollment follow-ups are allowed.
    3. **Notification of Name Changes.** In the event that a change in name of the supplier or supplier’s plan design occurs, the change must be communicated to EGID by the designated print deadlines to be included in the Option Period print materials for the specified plan year.
    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.
    5. **Network Changes.** Changes in the network and updates of suppliers must be communicated to affected members and to EGID at the supplier’s expense. All updates to a supplier’s supplier 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. Suppliers are to describe how they will provide notification to members as required.
    6. **Training for 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.
    7. **Supplier Affirmation.** Supplier is to affirm and agree to all requirements in Section C.7. Any exceptions must be stated per the applicable section. Any exceptions taken may make the supplier’s response non-responsive.

## Supplier Information

* + 1. Provide the following information for the supplier’s organization:
       1. Legal name
       2. Trade name that the supplier intends to use for marketing purposes, if different from the name used for contracting purposes.
       3. Any known or planned name change for the supplier’s company over the next 12 to 24 months.
       4. 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 program it intends to bid.
       5. Brief History of the supplier’s organization
       6. Indicate the ownership of the company, whether it is public or privately held, and the date of incorporation or formation
       7. Number of Employees
       8. Corporate Addresses
       9. Summarize any mergers with or acquisitions of other organizations completed in the past twenty-four

(24) months and summarize these actions directly affect this solicitation.

* + - 1. Describe, to the best of supplier’s knowledge, any acquisitions or mergers in which the supplier is expected to be involved within the next twelve (12) months.
      2. What differentiates the supplier’s organization from other vision companies?
      3. The name and contact information for the Account Manager that will be assigned to the OEIBA Program. Include years of experience, number of other clients, and the size and industry of said clients.
      4. The name and contact information for the highest-ranking official with direct involvement with the OEIBA Program’s account.
      5. Outline the account management team that will be assigned to EGID upon contract award.
      6. Indicate the supplier’s client/business mix for the supplier’s vision coverage book of business as of January 1, 2017.
      7. Provide a profile of the supplier’s vision insurance business for each of the latest three (3) calendar years (2015, 2016, and 2017):

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Calendar Year 2015** | **Calendar Year 2016** | **Calendar Year 2017** |
| Total number of clients (employer groups, state programs, etc.) |  |  |  |
| Total number of enrollees covered |  |  |  |
| Number of public sector clients |  |  |  |
| Number of public sector enrollees |  |  |  |
| Number of plans terminated |  |  |  |
| Number of members in terminated plans |  |  |  |

## Supplier’s Vision Network.

* + 1. Describe the structure, composition and size of the supplier’s network.
    2. Provide an Excel spreadsheet of the Supplier’s provider network, excluding retail optical shops. The network must include at least 150 providers. The spreadsheet must include:
       1. Provider name
       2. City and State
       3. Specialty
    3. Identify any use of sub-contracted or leased network(s).
    4. How many providers, by region and location, have been sanctioned and/or removed from the supplier’s networks within the last three (3) years?
    5. Indicate the percentage of the supplier’s providers retained based on length of contract:
       1. Over 3 years ( %)
       2. 2 to 3 years ( %)
       3. Less than 2 Years ( %)
    6. How many providers and specialists have terminated contracts with the supplier in the last year (at the physician's request)? State the reason(s) for the termination.
    7. What has been the turnover rate of providers in the supplier’s network during the last year (due to all reasons)? Express as a percent of total providers. Separate turnovers by voluntary and involuntary.
    8. Describe any financial incentive programs (such as bonuses, penalties, or other) for providers.
    9. The supplier shall confirm its understanding and its agreement to the following regarding the supplier’s provider network:
       1. Where the supplier contracts with vision care practitioners to render services, such contracting arrangements must promote quality and cost effective care.
       2. Covered services may also be rendered by non-contracting providers through reimbursements to members who receive and pay for these services.

## Benefit Plan Design

* + 1. Confirm that benefits include annual examination, frames, lenses, and/or contact lenses and some form of indemnified payment to contracted providers for each component of benefits.
    2. Are members limited to a specified frame selection? Do members receive better pricing on a specialized frame selection or based on the type of supplier they choose?
    3. Describe the supplier’s contact lens benefit. Is the materials benefit separate from the contact lens fit and follow-up benefit? What types and brands of contact lenses are covered under the plan of benefits?
    4. Provide benefit information for inclusion in the employee and retiree enrollment guides; see Attachment 5 *Benefits for Vision Plans*.
    5. Describe in detail any service enhancements / discounts offered by the supplier, or affirm that there are none.
    6. What are the plan benefit limitations or exclusions?
    7. Can members access their frame allowance and contact allowance within the same plan year?
    8. Does the supplier offer online options for purchasing glasses or contacts?
    9. Describe the steps participants follow to obtain vision care services (both in-network and out-of-network).
    10. Are all listed network providers full-service (i.e., provide both exams and dispense eyewear at their listed location)? If not, what is the percentage? Are all in-network providers required to administer the same funded benefits and network discounts consistently? Please explain.
    11. Can members receive examinations and materials from different providers?
    12. Does the plan benefit provide in-network access to retail chains? (In-network defined as accepting all in-network benefits and all in-network discounts as listed in the supplier’s proposed plan design). If yes, list the retailers that are included as in-network providers.
    13. Describe how the organization monitors the provider network to ensure quality services and materials.
    14. The supplier may provide a plan of benefits for those participants that live outside the State of Oklahoma. The premium for coverage to participants outside the State of Oklahoma must be the same as quoted for participants within the State of Oklahoma. Please confirm if benefits will be available to employees outside the State of Oklahoma.
        1. If yes, please describe the provider networks and plan of benefits that would be available to participants that live outside the State of Oklahoma.

## Member Services

* + 1. The supplier through a toll-free telephone number will provide telephone assistance by customer service representatives regarding plan benefits and network service inquiries/problem resolution during normal business hours. Provide the hours that this service will be available.
    2. The supplier’s customer service representatives must be trained and familiar with all aspects of the program covered by this RFP.
    3. The Member Services telephone number(s) for each contracted supplier will be printed in all enrollment materials.
    4. Provide the standards that the supplier’s Member Services staff achieved during the last twelve (12) months in the following categories.
       1. Average telephone answer time (in seconds)
       2. Average telephone hold time (in seconds)
       3. Average length of call (in minutes)
       4. Average calls per month
       5. Abandoned calls (hang ups, average per month)
       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 60 calendar days of the initial call).
    5. What are the supplier’s internal performance standards for accuracy, responsiveness and courtesy and how are they measured? Are measures taken for poor performance?
    6. What number of customer service representatives has the supplier dedicated to this contract?
    7. What is the ratio of full-time customer service representatives to covered members?
    8. How does the supplier’s Member Services (call center) accommodate non-English speaking and hearing impaired callers?

## Compliance and Privacy Procedures and Standards

The supplier shall describe its compliance procedures in general and specifically, but not limited to, explaining how it will comply with the privacy and security standards. The supplier shall describe how it will interface with EGID as a Plan Sponsor and maintain confidentiality/privacy of members’ vision information.

## Member Education

* + 1. Describe in detail the methods used by the supplier to educate and communicate the proper use of the plan to members. Describe all that apply, including:
       1. Enrollment Meetings
       2. Mass Mailings
       3. Mass media
       4. Interactive Phone, IVR
       5. Marketing Brochures
       6. Website and Mobile Application
       7. Other, please explain
  1. **Member Materials.** Furnish copies of the following materials:

Membership I.D. card if applicable. 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 employee’s account number should not be the same as their SSN in the Supplier’s system. Employees shall be assigned alternate I.D. numbers for use when making appointments or calling the plan for information/inquiries. Please explain the method for communicating the alternate number to the employees if I.D. cards are not used. Are I.D. cards required to receive services?

## Security and Business Continuity

* + 1. Describe the physical protection of the supplier’s facilities including access authorization to areas housing sensitive information and equipment.
    2. Describe the supplier’s approach to authorizing systems access, ID and password controls including information on encryption, forced change/expiration of passwords and ID elimination when access is to be terminated.

## Web Capabilities

* + 1. What is the supplier’s web address?
    2. How often is the supplier’s website updated?
    3. How often does scheduled downtime occur?
    4. Complete the attached chart regarding capabilities for participants on the supplier’s website

|  |  |
| --- | --- |
| **Service** | **Y/N** |
| Provider Locator |  |
| Plan Benefit Information |  |
| Out-of-Network Claim Form |  |
| Print ID Cards Online |  |
| Online Explanation of Benefits (EOBs) |  |
| Laser Program Information |  |
| Claims History and Claims Status |  |
| Educational Information about Vision |  |
| Member Grievance Resolution |  |
| Order Replacement Contact Lenses |  |
| Other, please describe |  |

## Performance Guarantees

* + 1. Outline specific performance guarantees that the suppliers are willing to offer.

## Vision Wellness

* + 1. Does the supplier’s collect diagnosis codes within the supplier’s routine vision claims?
    2. Describe the supplier’s vision wellness program.

## Contingency and Disaster Recovery Plans

* + 1. Provide a copy of the supplier’s contingency plans that illustrate its ability to respond to the following:
       1. Rapid increase in enrollment;
       2. Rapid decrease in enrollment;
       3. Loss of one or more facilities;
       4. Voluntary provider termination;
       5. Work stoppage;
       6. Financial insolvency;
       7. Loss of license or contract revocation;
       8. Pandemic Health Emergency
    2. 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.
    3. How often is the supplier’s disaster recovery plan tested?

## Supplier Accessibility

* + 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.](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. 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. 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 failure to comply with the aforementioned requirements.

## Systems and Eligibility

* + 1. Identify the systems the supplier will use to in the performance of this RFP. This includes, but is not limited to, eligibility and claims processing systems.
    2. Identify any changes to systems that the supplier will make in order to fulfill this RFP.
    3. 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.

## Claims Administration

* + 1. Is the supplier’s vision care claims system fully integrated and automated for in-network and out-of-network claims processing? Describe in detail the vision plan’s fraud prevention capabilities/claims auditing.
    2. What is the average turnaround time for payment of claims, those that originate both inside and outside the service area? Be specific regarding types of claims and any differences in turnaround times.

## Member Satisfaction Surveys

* + 1. Describe the frequency and methodology of the supplier’s member satisfaction surveys
    2. What is the overall member satisfaction rate from the most recent survey?
    3. Attach a copy of the most recent survey instrument completed and a summary of the results.

## Supplier Operating Staff

* + 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 be able to identify qualified staff in the following areas:
       1. Executive management with clear oversight authority for all other functions
       2. Accounting and budgeting function
       3. Member services function
       4. Provider services function
       5. Vision management function, including quality assurance
       6. Internal complaint resolution function
       7. Claims processing function
       8. Information Technology Function
    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.
       1. 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, vision services, and other functions.

## Financial Stability

* + 1. EGID may reject a supplier’s proposal based upon the financial condition of the supplier’s company or organization as evidenced by any fact or statement of financial condition including, but not limited to, financial statements that raise doubt about the supplier’s ability to continue as a “going concern”, or some similar concern or qualification. The supplier shall demonstrate its ability to be financially viable during the contract period.
    2. Identify the supplier’s independent auditor.
    3. 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?
    4. The supplier shall acknowledge and agree to the following: 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
    5. Provide copies of audited financial statements for the Supplier’s last two (2) fiscal years immediately preceding the date of its response. 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. The Supplier further agrees to be available for reasonable inquiry by EGID regarding these financial statements.

## Implementation

* + 1. Transition Meetings. Upon award of this Contract, suppliers are required to meet with EGID following option period to ensure smooth transition for the upcoming plan year.

## Readiness Reviews.

EGID may conduct scheduled meetings to the supplier for purposes of testing the readiness of the supplier.

* + 1. Submission of a proposal in response to this RFP commits the bidding supplier to cooperate and participate in these reviews, as required by EGID.
    2. If performed, these reviews will take no more than one (1) day each. EGID staff members, as well as consultants for the State as needed, will interview appropriate vision plan personnel in all major organizational areas, and will perform documented and process reviews where appropriate.
    3. Details of the schedule(s), agenda(s), and content of the readiness review(s) will be distributed to the suppliers in a timely manner.
    4. Prior to the Readiness Review meetings, 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.